


COUNTY OF SAN MATEO
Departmental Correspondence

DATE: December 3, 2001
HEARING DATE 12/18/2001

TO: Honorable Board of Supervisors
FROM: Margaret Taylor, Interim CEO, Hospital and Clinics Division 
SUBJECT: Agreement with Park-Gilman Clinics, Inc.

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an agreement with Park-Gilman Clinics, Inc. for phlebotomy services.

Background

Park-Gilman Clinics, Inc., has provided phlebotomy services for the collection of blood alcohol specimens for San Mateo County since October, 1991. Originally, their services were provided at the old Main Jail and the Women's Correctional Center (WCC). Over the past several years, with the development of the First Chance Program and later the Trauma Center designations of San Francisco General Hospital and Stanford Hospitals, it became necessary to include additional sites. Currently Park-Gilman Clinics provides services at the following sites:

Maguire Correctional Facility in Redwood City
Women's Correctional Center in Redwood City
First Chance Drop-off Center in Belmont
First Chance Drop-off Center in South San Francisco
Stanford University Medical Center
San Francisco General Hospital

Discussion

In September 2001, a Request for Proposals for phlebotomy services was developed and advertised. Park-Gilman Clinics, Inc. was the only one to respond to the RFP. Previous attempts to solicit proposals for this service were also unsuccessful. Either the response was limited or responders were unable to meet the County's standards. Consequently, Park-Gilman Clinics, Inc. is believed to be the only provider in the County able to provide these specimen collection services. Park-Gilman provides on-call phlebotomy services for blood alcohol specimen collection seven days a week, twenty-four hours a day and can respond to calls within 30

minutes. Additionally, the phlebotomy staff testify in court for cases in which testimony is required.

Performance Measure	2000	2001	2002	2003
Contractor will respond to calls for phlebotomy within 30 minutes	95%	95%	95%	95%

Term and Fiscal Impact

The term of this agreement is January 1, 2002 through December 31, 2003. The maximum amount of the agreement is \$188,000. \$47,000 has been included in the Correctional Health FY2001-02 approved budget, \$94,000 will be included in the Correctional Health FY2002-03 recommended budget, and \$47,000 in the FY2003-04 recommended budget.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
PARK-GILMAN CLINICS, INC.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that;

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement, reference to which is hereby made for further particulars, whereby Park-Gilman Clinics, Inc. shall provide phlebotomy services for the collection of blood alcohol specimens in San Mateo County; and

WHEREAS, this Board has been presented with a form of the Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board hereby authorizes the President of this Board of Supervisors to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

AGREEMENT WITH PARK-GILMAN CLINICS, INC.

FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Park-Gilman Clinics, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Hospital and Clinics; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide phlebotomy services at correctional facilities as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS (\$188,000) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings

under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability\$ -0-
- 2) Motor Vehicle Liability Insurance \$ -0-
- 3) Professional Liability \$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges

are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all

records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
Maguire Facility
Nomalee Tilman, HSMII
Correctional Health Services
300 Bradford
Redwood City, CA 94063

or to such person or address as County may, from time to time furnish to Contractor.

- 2) In the case of Contractor, to:

Park-Gilman Clinics, Inc.
1523 Rollins Road
Burlingame, CA 94010

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from January 1, 2002 through December 31, 2003. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

PARK-GILMAN CLINICS, INC.

By: _____
Michael D. Nevin, President
Board of Supervisors, San Mateo County

By: _____

Date: _____

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE A

SERVICES

- A. Contractor will provide phlebotomy on-site services on arrested and incarcerated individuals of the San Mateo County Sheriff's Department when requested by County. Services will be provided at designated sites including:
1. Maguire Correctional Facility
300 Bradford Street
Redwood City, CA 94063
 2. Women's Correctional Center
1590 Maple Street
Redwood City, CA 94063
 3. First Chance Drop-off Centers
335 Quarry Road
Belmont, CA 94002
 4. First Chance Drop-off Center
383 East Grand Avenue, Suite D
South San Francisco, CA 94080
 5. Stanford University Medical Center
300 Pasteur Drive
Palo Alto, CA 94305
 6. San Francisco General Hospital
1001 Potrero Avenue
San Francisco, CA 94110
- B. Days of week and time of day services shall be provided:

Eleven (11) hours a day, seven (7) days a week (7:00 p.m. to 6:00 a.m.)
- C. Contractor will be notified by telephone by the dispatch service of the arresting agency when phlebotomy service is requested. Contractor must provide a phlebotomist at the designated site within no more than 30 minutes from the time of the telephone request. Phlebotomist must report to the site designated by the dispatch service.
- D. Contractor will provide phlebotomists who are certified by the California State Department of Health Services to draw blood in accordance with sound medical

practices. All phlebotomists provided by Contractor will require a Sheriff's background check prior to being allowed in the Correctional Facilities.

- E. County will provide all supplies and equipment required to perform phlebotomy services including: needles, syringes, gloves, and draw station.
- F. Contractor will be available to testify in court cases as a result of services rendered pursuant to subpoena at no additional cost.
- G. Contractor will contact Correctional Health Services or First Chance Manager during the first (1st) week of every month to discuss any concerns, issues, and exchange information. Contractor will be available to meet with Manager if requested during the regular work week hours to discuss any issues related to Contractor's services.
- H. Contractor will supply First Chance Drop-off Center with adequate supplies to perform their phlebotomy services including at a minimum Sharps disposal containers, needles, tourniquets, gloves, and a log book to record draws.

SCHEDULE B

PAYMENTS

In full consideration of the services provided by contractor pursuant to this Agreement, County shall pay Contractor in the manner described below:

- A. ONE HUNDRED SIXTY-FIVE DOLLARS (\$165) per phlebotomist per shift. FORTY DOLLARS (\$40) for on-call phlebotomist. Off-peak shifts (Sunday through Thursday) will have one (1) phlebotomist working on-site and one (1) phlebotomist on-call. Peak shifts (Friday and Saturday) will have two (2) phlebotomists working on-site. Occasionally requests will come from area arresting agencies for phlebotomy services to be provided outside the regularly scheduled hours of 7:00 p.m. to 6:00 a.m. When this occurs, the rate of payment will be a flat payment of ONE HUNDRED DOLLARS (\$100) for all arrests.
- B. Contractor shall submit monthly invoices to County for services rendered. Invoices shall be approved by the Health Services Manager and paid within 30 days of receipt of invoice. County shall pay Contractor and shall make no direct payments to subcontractors. County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

Invoices shall be submitted to:

Nomalee Tilman, HSMII
Correctional Health Services
Maguire Facility
300 Bradford Street
Redwood City, CA 94063

- C. The term of this agreement is January 1, 2002 through December 31, 2003. Total payment for services provided under this agreement shall not exceed ONE HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS (\$188,000).

SCHEDULE C

Contract between County of San Mateo and Park-Gilman Clinics, Inc., hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

ATTACHMENT 2

Phlebotomy Services

1.	General Description of RFP	To provide phlebotomy on-site services on arrested and incarcerated individuals of the San Mateo County Sheriff's Department when requested by County.
2.	List key evaluation criteria	1) Ability to provide services 24-hour a day/7 days a week 2) Ability to testify in court
3.	Where advertised	1) San Francisco Chronicle 2) San Jose Mercury
4.	In addition to any advertisement, list others to whom RFP was sent	1) Naseer Umarhayat 2) Ana Dvorsky 3) Justin Delos Santos 4) Judith L. Pedigo 5) Patrick D. Sinnott 6) Park-Gilman Clinics, Inc.
5.	Total number sent to prospective proposers	6
6.	Number of proposals received	1
7.	Who evaluated the proposals	Nomalee Tilman, HSMII Sylvia Domagalski, BSN Rebecca Anderson-Potts, RN, MPA
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	Park-Gilman Clinics, Inc. 1523 Rollins Road Burlingame, CA 94010

COUNTY OF SAN MATEO

HEATH SERVICES
Hospital and Clinics Division

MEMORANDUM

Date: November 9, 2001
To: Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864
From: Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267
Subject: Contract Insurance Approval

CONTRACTOR: Park-Gilman Clinics, Inc, will provide phlebotomy services at correctional facilities.

DO THEY TRAVEL:

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC):

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	w _____	_____	<input checked="" type="checkbox"/>	_____
Motor Vehicle Liability:	w _____	_____	<input checked="" type="checkbox"/>	_____
Professional Liability:	<u>\$1,000,000</u>	<input checked="" type="checkbox"/>	_____	_____
Worker's Compensation:	<u>Statutory</u>	<input checked="" type="checkbox"/>	_____	_____

REMARKS/COMMENTS:


SIGNATURE

Attachment I

Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. employs fewer than 15 persons.
- b. employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

_____ Park-Gilman Clinics, Inc.		_____ 1523 Rollins Road	
Name of Contractor(s) - Type or Print		Street Address or PO Box	
_____ Burlingame	_____ CA	_____ 94010	
City	State	Zip Code	

I certify that the above information is complete and correct to the best of my knowledge.

Date

Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."