



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: January 6, 2012
BOARD MEETING DATE: February 14, 2012
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Susan Ehrlich, MD, MPP, Chief Executive Officer
San Mateo Medical Center

SUBJECT: Amendment No. 2 to the Agreement with the Department of
Veterans Affairs Palo Alto Health Care System

RECOMMENDATION:

Adopt a Resolution authorizing the:

- A) President of the Board to execute Amendment No. 2 to the Agreement with the Department of Veterans Affairs Palo Alto Health Care System for the provision of space and resources for Willow Clinic, extending the term by thirteen months from August 11, 2006 through March 31, 2013, and increasing the maximum amount payable by \$525,560.36 to an amount not to exceed \$4,442,512.68; and
- B) Chief of the Health System or designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

BACKGROUND:

In March 1997, your Board approved a Sharing Agreement with the Department of Veterans Affairs Palo Alto Health Care System (VAPAHCS) for space in Building 334 on the VAPAHCS Menlo Park campus to locate and operate the Willow Clinic. Your Board approved subsequent Amendments and Supplemental Agreements to secure additional space for services such as the Methadone Treatment Program. In October 2006, your Board approved a five-year Agreement for the term August 11, 2006 through August 10, 2011, for continued County operations at the VAPAHCS Willow Campus. The clinic has been operational since that time. On November 15, 2011, your Board approved Resolution 071724 to increase the maximum amount and extend the term, while negotiations for a new lease could be finalized.

DISCUSSION:

The County is developing a consolidated South County Clinic at the Fair Oaks Clinic

site in unincorporated Redwood City. It is anticipated that consolidation of the Willow Clinic at that site will be accomplished in July 2013. VAPAHCS has agreed to amend the Agreement, extending the term by thirteen months at the VA campus. This Amendment permits the Willow Clinic to continue operating through March 31, 2013. The Veterans Administration has indicated they will negotiate a further Amendment for the period of April 1, 2013 through July 31, 2013.

County Counsel has reviewed and approved this Amendment and Resolution as to form.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

This Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by continuing to provide health services for patients at the Willow Clinic. It is anticipated that patient satisfaction results will increase from 81% to 83%.

Performance Measure:

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Patient satisfaction results	81%	83%

FISCAL IMPACT:

The Amendment extends the term of the Agreement by thirteen months from August 11, 2006 through March 31, 2013, and increases the maximum amount payable under the Agreement by \$525,560.36 to a maximum obligation of \$4,442,512.68. Funds in the amount of \$178,564.00 are included in the San Mateo Medical Center's FY 2011-12 Adopted Budget, and funds in the amount of \$346,996.68 will be included in the SMMC FY 2012-13 Recommended Budget.

Expenses at SMMC are covered by fees for services or third-party payors whenever possible. The portion of expenses for services provided to the medically indigent or to those covered by programs that do not meet the full costs of care are covered by the County's General Fund contribution to SMMC.

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING THE: A) PRESIDENT OF THE BOARD TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT WITH THE DEPARTMENT OF VETERANS AFFAIRS PALO ALTO HEALTH CARE SYSTEM FOR THE PROVISION OF SPACE AND RESOURCES FOR WILLOW CLINIC, EXTENDING THE TERM BY THIRTEEN MONTHS FROM AUGUST 11, 2006 THROUGH MARCH 31, 2013, AND INCREASING THE MAXIMUM AMOUNT PAYABLE BY \$525,560.36 TO AN AMOUNT NOT TO EXCEED \$4,442,512.68; AND B) CHIEF OF THE HEALTH SYSTEM OR DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS.

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

WHEREAS, a Sharing Agreement between the County and the United States Department of Veterans Affairs (VA) allowing the County to use space and services at the VA's Palo Alto Health Care System (VAPAHCS) campus for the County's Willow Clinic and related programs expires on February 10, 2012; and

WHEREAS, the County is developing a consolidated South County Clinic at the Fair Oaks Clinic site in unincorporated Redwood City with an anticipated completion date of July 2013, and VAPAHCS has agreed to amend the Agreement, extending the term by thirteen months at the VA campus for the provision of space and resources at the Willow Clinic until March 31, 2013; and

WHEREAS, the Veteran's Administration has indicated they will negotiate a

further Amendment for the period of April 1, 2013 through July 31, 2013; and

WHEREAS, both parties now wish to amend the Agreement by extending the term by 13 months, to March 31, 2013, and increasing the maximum amount by \$525,560.36 to an amount not to exceed \$4,442,512.68; and

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

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to execute Amendment No. 2 to the Sharing Agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

1

OF

2

2. AMENDMENT/MODIFICATION NO.

0002

3. EFFECTIVE DATE

12/21/2011

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO.(If applicable)

6. ISSUED BY

CODE

Department of Veterans Affairs
VA Sierra Pacific Network (VISN 21)
VA Northern California HealthCare System
5342 Dudley Blvd. Bldg 98 (90/CCA)
McClellan CA 95652-1012

7. ADMINISTERED BY (If other than Item 6)

CODE

Department of Veterans Affairs
VA Sierra Pacific Network (VISN 21)
VA Northern California HealthCare System
5342 Dudley Blvd. Bldg 98 (90/CCA)
McClellan CA 95652-1012

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SAN MATEO, COUNTY OF
HEALTHCARE FOR THE HOMELESS

225 W 39TH AVE

SAN MATEO CA 944034361

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
V640S-0071

10B. DATED (SEE ITEM 13)

X

08-11-2006

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(p).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement between the parties.
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

*****SEE ATTACHED*****

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Gerard Piekut
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY

(Signature of Contracting Officer)

(Signature of person authorized to sign)

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

Attest: _____

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

- A. This modification updates the VA contact information, extends the agreement, and updates the pricing for the extension.

B. VA REPRESENTATIVE:

The VA point of contact has changed from Melvia Britton to:

Rico Johnson Contracting Specialist
Phone: 916 923 4513
Fax: 916 923 4554
Email: rico.johnson@va.gov
Address: 3230 Peacekeeper Way, Bldg 209
McClellan Park CA 95652

C. EXTENSION:

This agreement has been extended from February 11, 2012 through March 31, 2013. Extension was approved by Gerard Piekut (Contracting Officer) at the request of Alycia Moulton (Real Property Services Division, San Mateo County) via email on 12/21/2011. Email has been added to contracting file (eCMS).

D. PRICING:

Item No	Description	Qty	Unit	Monthly Cost	13Month Cost
0001	Use of Space Bldg 334, 10,356 sq ft Charged at \$3.57 per sq ft	13	MO	\$36,970.92	\$480,621.96
0002	Use of Space Bldg 334, Basement 1,160 sq ft Charged at \$2.98 per sq ft	13	MO	\$3,456.80	\$44,938.40
Total Charge				\$40,427.72	\$525,560.36

- E. All other terms and conditions remain unchanged.