

File No. 101481

Committee Item No. 10
Board Item No. 16

COMMITTEE/BOARD OF SUPERVISORS AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: February 9, 2011

Board of Supervisors Meeting

Date 2/15/11

Cmte Board

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OTHER

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Completed by: Victor Young

Date: February 4, 2011

Completed by: Victor Young

Date: _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Contract Amendment - Ambulance Billing - \$20,000,000]
2

3 **Resolution authorizing the San Francisco Fire Department to amend the Department's**
4 **ambulance billing contract with ADPI West, Inc., that anticipates approximately**
5 **\$20,000,000 per year in revenues, to authorize the first two-year contract extension**
6 **retroactively to July 1, 2010, and, at the Department's discretion authorize the**
7 **Department to exercise the second two-year extension for the contract.**
8

9 WHEREAS, The San Francisco Fire Department ("SFFD") issued a Request for
10 Proposal ("RFP") for ambulance billing services and patient data collection in April 2005; and,

11 WHEREAS, As a result of the RFP and subsequent scoring process, the Department
12 selected American Medibanc (now known as ADPI West, Inc.) as the highest qualified scorer;
13 and,

14 WHEREAS, With approval of the Fire Commission on March 23, 2006 and the Board of
15 Supervisors on July 18, 2006 (Resolution 424-06), the SFFD entered into with ADPI West,
16 Inc. a four-year Professional Services Contract effective July 1, 2006 through June 30, 2010;
17 to provide ambulance service billing services for the Department; and,

18 WHEREAS, Under this contract, the Department may exercise two (2), two-year
19 extensions to the contract with ADPI West, Inc.; and,

20 WHEREAS, Under the San Francisco Charter Section 9.118 (a), and modification or
21 amendment to a contract that has anticipated revenue of one million dollars or more shall be
22 subject to approval of the Board of Supervisors by resolution; and,

23 WHEREAS, WHEREAS, SFFD anticipates it will generate approximately (20) million
24 dollars in revenue per year; and
25

1 WHEREAS, the SFFD wishes to exercise the first two-year option, retroactively
2 approve the contract from June 30, 2010, and extend the performance period of the contract
3 to June 30, 2012; and,

4 WHEREAS, the San Francisco Fire Commission passed resolution 2010-07 on
5 September 23, 2010, recommending the Board of Supervisors authorize the Fire Department
6 to amend the Department's ambulance billing contract with ADPI, West, Inc.; and,

7 WHEREAS, the Board of supervisors authorizes the Department, within its sole
8 discretion, to exercise the second two(2)-year extension option for the contract; therefore, be
9 it

10 RESOLVED, That the Board of Supervisors hereby authorizes the SFFD execute the
11 first two-year contract extension, retroactively approve the first contract extension to June 30,
12 2010, and at the Department's discretion exercise the second two-year extension option
13 remaining on the Department's contract with ADPI West, Inc.

Item 10
File 10-1481

Department:
Fire

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would authorize Amendment No. 3 to an existing professional services agreement between the San Francisco Fire Department and ADPI West, Inc., doing business as Advanced Data Processing West, (a) retroactively authorizing the first two-year option to July 1, 2010, and (b) giving the Fire Department the discretionary authority to enter into the second two-year option, without further Board of Supervisors approval.

Key Points

- On July 18, 2006, the Board of Supervisors approved a four-year professional services agreement with two 2-year options, for a total term of up to eight years, between the City and County of San Francisco and ADPI West, Inc. (ADPI) for ambulance billing services and patient data collection, and to provide the Fire Department with a system for electronic patient data collection and reporting. The proposed resolution would authorize Amendment No. 3, which would approve the first two-year option, retroactive to July 1, 2010, from July 1, 2010 through June 30, 2012.
- The proposed resolution would also provide the Fire Department with authority to exercise the second two-year option, from July 1, 2012 through June 30, 2014.

Fiscal Impact

- The Fire Department is not able to project the revenues, associated with the proposed two-year option, to be realized by the Fire Department and the fees to be paid by the Fire Department to ADPI, pending a study being conducted by the Department of Emergency Management's and the Emergency Medical Services Authority's strategic planning process for ambulance services in San Francisco. In the first four years of the existing agreement, annual net revenues received by the Fire Department ranged from \$17,228,137 to \$20,950,322. Based on the existing agreement, the fees paid by the Fire Department to ADPI, will continue to be based on 5.5 percent of net revenues.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT AND BACKGROUND

Mandate Statement

In accordance with City Charter Section 9.118(a), the amendment of any contract or agreement which is anticipated to exceed \$1,000,000 in revenue is subject to Board of Supervisors approval.

Background

On July 18, 2006, the Board of Supervisors approved a professional services agreement between the City and County of San Francisco and ADPI West, Inc. (ADPI), doing business as Advanced Data Processing West, for ADPI to provide ambulance billing services and patient data collection for the Fire Department (File 06-0722). The Fire Department had selected American Medibanc based on a competitive Request for Proposals (RFP) process. Prior to the commencement of the agreement, ADPI acquired American Medibanc, and ADPI assumed responsibility for the agreement as approved by the Board of Supervisors.

The agreement was for a term of four years, from July 1, 2006 to June 30, 2010, with two 2-year options, for a total agreement length of eight years, expiring June 30, 2014. The Fire Department did not exercise the first two-year option to extend the agreement prior to June 30, 2010, pending negotiation and approval of the requested Amendment No. 3, which is the subject of this resolution, revising the term of the subject agreement. Since June 30, 2010, the Fire Department and ADPI, have continued to operate under the terms of the modified agreement (see Agreement Modification History, below), on a month to month basis.

Under the existing contract, ADPI has provided the following services to the Fire Department.

- Billing insurance companies and individuals for emergency medical services, including ambulance transport services, provided to persons in San Francisco by the Fire Department;
- Researching all persons who may be legally obligated to pay for such emergency medical services provided and bill accordingly;
- Providing eligibility screening and assistance to customers who lack insurance coverage, including providing Medi-Cal applications;
- Collecting fees paid by billed parties;
- Depositing fees collected with the City on a daily basis;
- Reimbursing overpayments on Medicare and Medi-Cal accounts within 60 calendar days;
- Providing continued collection efforts for up to 270 days and transferring uncollected amounts to the City's Bureau of Delinquent Revenue in the Treasurer and Tax Collector's Office;
- Providing a dedicated staff of at least one supervisor, one assistant supervisor, and up to 12 customer service representatives in order to process and submit all bills within the required timeframe;
- Providing customer service, including a 24-hour telephone service for customers and a 24-hour voice mail system and a toll-free number for out-of-area customers;

- Providing the City with training and on-line access to real-time billing and collections data; and
- Providing and maintaining an electronic patient data collection system through a subcontractor, Zoll Data Systems.

Under the existing agreement, the Fire Department pays a fee, on a monthly basis, to ADPI based on the following percentages of ADPI's net collections. Net collections are the gross revenues collected less any adjustments or refunds.

- 7.0 percent of net collections from July 1, 2006, the date the agreement commenced, until January 1, 2008.
- 5.5 percent of net collections from January 1, 2008 through June 30, 2010.
- 5.5 percent of net collections for the duration of the two 2-year options.

In addition to the percent of net collections, in the first four years of the agreement, the Fire Department reimbursed ADPI for ADPI's costs for the purchase and implementation of the electronic patient data collection and reporting system. The Fire Department paid \$36,972 per month for the first 18 months of the agreement, and \$18,832 per month in the final 30 months of the agreement for the purchase and implementation of the electronic patient data collection and reporting system. The Fire Department has reimbursed ADPI a total of \$1,230,458, for the full cost of the electronic patient data collection and reporting system.

Payment and Revenue History

The total revenue to the City and the contract costs are summarized in Table 1 below.

Table 1. Billing Revenue and Billing Fees from the First Four Years of the Agreement

Year	Revenues Realized by the Fire Department from ADPI's Net Collections	Percentage Fees Paid by the Fire Department to ADPI
FY 2006-07	\$17,228,137	\$1,280,558
FY 2007-08	18,194,456	1,310,661
FY 2008-09	19,872,727	966,550
FY 2009-10	20,950,322	924,466
Total	\$76,245,642	\$4,482,235

As shown in Table 1, above, revenues realized by the Fire Department have increased while fees paid by the Fire Department to ADPI have decreased for two key reasons: (1) beginning in January 2008, the fees that the Fire Department paid to ADPI for the purchase and implementation of the electronic patient data collection and reporting system decreased from \$36,972 per month to \$18,832 per month, an annualized savings of \$217,680, according to the agreement amortization schedule previously approved by the Board of Supervisors, and (2) the percentage fees paid by ADPI to the Fire Department were reduced from 7.0 percent to 5.5 percent of net collections on January 1, 2008, as noted above, pursuant to the existing agreement.

Agreement Modification History

The existing agreement has been previously amended twice; the proposed resolution would authorize Amendment No. 3 to the existing agreement. The first two amendments did not require Board of Supervisors approval. The two previous amendments and the proposed amendment are summarized in Table 2 below.

Table 2. Agreement Amendment History

Amendment #	Amendment Date	Amendment Description
Amendment 1	December 28, 2006	Amendment 1 expanded the contractor's billing and collections obligations.
Amendment 2	February 29, 2008	Revised certain contractual clauses because of a change in the scope of the electronic patient care record project.
<i>Amendment 3 (proposed)</i>	June 28, 2010	Would exercise the first two-year agreement.

According to Mr. Mark Corso, Chief Finance Officer for the Fire Department, "Amendment 1 provided a minimal positive financial impact to the Fire Department; as it established in writing that any revenue received by the billing company for accounts that were currently assigned the Bureau of Delinquent Revenue was not subject to the Contractor's commissions, even if the contract followed up with the insurance company. It also afforded the billing company an additional 90 days to collect insurance information on the patient, which is crucial if there is not sufficient information captured at the time of service."

Amendment 2 revised certain contractual clauses because of a change in the scope of the electronic patient care record project. According to Mr. Corso, "The project was scaled down from its initial scope due to technological limitations. The original scope was to convert all ambulances as well as engines to the electronic PCR system, including the first responding engines. The idea was to then wirelessly transfer the information captured by the engines to the responding ambulance when the transfer of care of the patient occurred. The Department's network at the time could not handle that, which resulted in issues for sending information back and forth. It was then determined that only the ambulances would be carrying the (electronic Patient data Collection and Reporting) tablets."

Mr. Corso added "This scaling down of scope resulted in reduced long term maintenance and replacement costs, as the number of tablets the Fire Department would need to provide was reduced."

According to Mr. Corso, neither Amendment 1 nor Amendment 2 to the existing agreement resulted in increased costs to the Fire Department.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the requested Amendment No. 3 to an existing professional services agreement, as previously approved by the Board of Supervisors, between the San Francisco Fire Department and ADPI West, Inc. (ADPI). ADPI provides ambulance billing services and patient data collection services to the Fire Department under the existing agreement. The existing agreement is for a four-year term from July 1, 2006 through June 30, 2010, with two 2-year options, the first option from July 1, 2010 through June 30, 2012, and the second option from July 1, 2012 through June 30, 2014, for a total term of up to eight years.

The proposed resolution would approve Amendment No. 3 to exercise the first two-year option, retroactive to July 1, 2010, for the period from July 1, 2010 through June 30, 2012.

The proposed resolution would also provide the Fire Department with authority to exercise the second 2-year option under the existing agreement, from July 1, 2012 to June 30 2014.

The Proposed Resolution Is Retroactive to July 1, 2010

The proposed execution of the first two-year option from July 1, 2010 through June 30, 2012, under the existing agreement, is retroactive to July 1, 2010. The Fire Department was not able to submit the proposed resolution to the Board of Supervisors until November 21, 2010. Mr. Corso notes, "As I was preparing the contract amendment in June, I submitted the amendment for review to our City Attorney. However, our City Attorney was re-assigned to other Departments. We were assigned (Deputy City Attorney) Ms. (Alicia) Cabrera as our new City Attorney in late August. Upon her review of my proposed amendment, and after some research, she determined that the amendment needed to go before the Board for approval."

Mr. Corso adds that because the legislation required Board of Supervisors approval, it first needed Fire Commission approval at the Commission's September 23, 2010 meeting. Once approved by the Fire Commission, Mr. Corso adds "I needed to submit a revised contract amendment to the City Attorney for review, and then have it signed off by the Chief of Department and the vendor before submittal to the Board, as we were informed that the policy dictates the final agreement be completely signed before reviewed by the Board. There were delays receiving the signed amendment from the vendor. I received it on November 16th, 2010. Legislation was submitted electronically to the Clerk's of the Board's office on November 19th, and hard copies delivered November 21st."

FISCAL IMPACTS

The Fire Department originally estimated that the subject agreement would result in \$19 million per year in net collections being realized by the Fire Department when the Board of Supervisors approved the existing agreement in 2006. As shown in Table 1 above, actual net collections realized under the subject agreement with ADPI have increased from \$17,228,137 in FY 2006-2007 to \$20,950,322 in FY 2009-2010. Pursuant to the existing agreement, the Fire Department currently pays fees to ADPI based on 5.5 percent of ADPI's net collections.

However, the Fire Department has not been able to develop current revenue projections under the requested Amendment 3 to the existing agreement, for the two-year option period from July 1, 2010 through June 30, 2012. According to Mr. Corso, "the level of involvement by the Fire Department in the City's ambulance service in the coming fiscal years is unknown at this time. There is currently an open ambulance system in the City, as a result of some rulings at the state level a couple of years ago. The Fire Department was determined to no longer have the rights to be the exclusive ambulance operator in the City. The ruling opened up the City's 911 ambulance transports to private ambulance companies. As a result, the Fire Department has seen the percentage of transports provided by the private ambulance companies increase from 2-3 percent prior to the ruling all the way to 25-30 percent today, resulting in significant reductions in call volume for the Fire Department, and thus revenues."

The Department of Emergency Management (DEM) and the Emergency Medical Services Authority (EMSA) are conducting a strategic planning process study for Citywide ambulance services and are evaluating a new competitive Request for Proposals (RFP) process to obtain ambulance services in San Francisco.

Mr. Corso notes that the decision to competitively bid ambulance services would impact the Fire Department's ambulance transport authority, and "could mean anywhere from a much reduced role in ambulance transports for the Fire Department all the way to the Fire Department reclaiming its exclusive operating area rights to the City.... Currently, the [Fire] Department is awaiting the direction of DEM and is hopeful that this issue can be resolved very soon to eliminate this uncertainty. We are currently doing our analysis for the projections for next fiscal year as part of our budget submission."

As noted in the Background section above, because the Fire Department pays fees to ADPI based on a percentage of ADPI's net collections, if ambulance billing revenues were to decrease, the total fees paid by the Fire Department to ADPI would also decrease.

RECOMMENDATION

Approve the proposed resolution.

JOANNE HAYES-WHITE
CHIEF OF DEPARTMENT



GAVIN NEWSOM
MAYOR

SAN FRANCISCO FIRE DEPARTMENT
CITY AND COUNTY OF SAN FRANCISCO

November 19, 2010

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2010 NOV 22 AM 11:19
BY *je*

Dear Ms. Calvillo:

Attached please find an original and four copies of a proposed resolution for Board of Supervisors approval, which authorizes the Fire Department to amend the Department's ambulance billing contract with ADPI West, Inc., and authorizes the Department to retroactively exercise a two-year contract extension.

Under San Francisco Charter Section 9.118 (a), modification or amendment to a contract that has anticipated revenue of one million dollars or more shall be subject to approval of the Board of Supervisors by resolution. The Department's ambulance billing contract falls under this requirement.

The following is a list of accompanying documents (five sets attached):

- Proposed third amendment to the contract in front of the Board
- Fire Commission resolution 2010-07, approving proposed Board resolution
- Resolution 424-06 passed by the Board approving the original contract
- Original ambulance billing contract, dated March 22, 2006
- First amendment to ambulance billing contract, dated December 28, 2006
- Second amendment to ambulance billing contract, dated February 29, 2008

If you need any additional information, please contact me at (415) 558-3417. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Corso".

Mark Corso
Finance Division
San Francisco Fire Department

Mark Corso/SFFD/SFGOV
11/19/2010 05:59 PM

To BOS Legislation/BOS/SFGOV@SFGOV
cc
bcc
Subject FIR Resolution - Contract Amendment

Attached is a proposed resolution requesting the Board of Supervisors to authorize the Fire Department to amend the Department's ambulance billing contract with ADPI West, Inc., and allow the Department to exercise the option of a two-year contract extension. Due to the amount of revenue generated by this contract, the amendment must be approved by the Board of Supervisors.

The attachments are listed below:

Attachment 1 - Electronic copy of Resolution as submitted by the Department



Board Resolution ADPI FY11 AC.doc

In addition, the following exhibits will be submitted to the Clerk's Office via hard copy, along with the copies of the resolution:


- 1) Original ambulance billing contract, dated March 22, 2006.
- 2) First amendment to ambulance billing contract, dated December 28, 2006.
- 3) Second amendment to ambulance billing contract, dated February 29, 2008.
- 4) Fire Commission resolution 2010-07, approving proposed Board resolution
- 5) Resolution 424-06 passed by the Board approving the original contract

If there are any questions or problems, please contact me at the number listed below. Thank you for your assistance.

Mark Corso
Finance Division
San Francisco Fire Department
Tel (415) 558-3417
Fax (415) 558-3455

City and County of San Francisco
Office of Contract Administration
Purchasing Division

Third Amendment

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2010 NOV 22 AM 11:09
BY 

THIS AMENDMENT (this "Amendment") is made as of June 28, 2010, in San Francisco, California, by and between ADPI West, Inc. (d/b/a Advanced Data Processing West) ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period of the contract;

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

a. **Agreement.** The term "Agreement" shall mean the Agreement dated March 22, 2006, between American Medibanc and City, as amended by the:

First amendment, dated December 28, 2006, and
Assignment and Assumption dated December 1, 2007; and
Second amendment, dated February 29, 2008.

b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

a. **Section 2, Term of the Agreement.** Section 2 of the Agreement currently reads as follows:

Subject to Section 1, the term of this Agreement shall be four (4) calendar years from contract award, from July 1, 2006 to June 30, 2010.

Other provisions notwithstanding, the CITY may at its sole discretion extend this agreement for two (2), two-year periods following June 30, 2010. The CITY may exercise this option by providing CONTRACTOR with written notice at least 45 calendar days prior to the expiration of any current term. The CITY shall send any such notice to the address set forth in Section 25.

Such section is hereby amended in its entirety to read as follows:

Subject to Section 1, the term of this Agreement shall be six (6) calendar years from contract award, from **July 1, 2006 to June 30, 2012.**

Other provisions notwithstanding, the CITY may at its sole discretion extend this agreement for one (1), two-year period following June 30, 2012. The CITY may exercise this option by providing CONTRACTOR with written notice at least 45 calendar days prior to the expiration of any current term. The CITY shall send any such notice to the address set forth in Section 25.

b. Appendix B, Calculation of Charges. Appendix B currently describes the fees and costs for CONTRACTOR's services, Hardware and Software under this Agreement.

Appendix B is hereby amended by Appendix B-2. The attached Appendix B-2 supersedes all prior versions of Appendix B and is incorporated by reference into the Agreement. Specifically, Appendix B-2 adds the following language to Section I.A.1.b:

In ADDITION to the percentage of net collections set forth in Section A.1.a., above, CITY shall pay CONTRACTOR for Equipment and Software a monthly amortized amount as detailed in Appendix H, Amortization Schedule for Equipment and Software, dated February 29, 2008 which may, at CITY's discretion be increased at time of monthly payment. In no case shall these monthly payments exceed \$1,485,716.00 plus simple interest of 9%.

The amortization schedule set forth in Appendix H shall run from July 2006 through June 2010. Full payment for equipment and software shall be complete at that time. Effective the contract period commencing July 1, 2010 until the end of the contract period, the CITY shall cease the monthly payment for Equipment and Software.

Contractor agrees that City has fulfilled and completed its amortized amount for Equipment and Software during the initial July 1, 2006, to June 30, 2010, contract period. Commencing with the first two (2) two-year contract amendment (July 1, 2010, to June 30, 2012), Contractor agrees that City shall cease the monthly payment for Equipment and Software under this contract.

c. Submitting False Claims; Monetary Penalties. Section 8 is hereby replaced in its entirety to read as follows:

8. Submitting False Claims; Monetary Penalties.

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

d **Requiring Minimum Compensation for Covered Employees.** Section 43 is hereby replaced in its entirety to read as follows:

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

e. **Requiring Health Benefits for Covered Employees.** Section 44 is hereby replaced in its entirety to read as follows:

44. Requiring Health Benefits for Covered Employees.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

1. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

f. **First Source Hiring Program.** Section 45 is hereby replaced in its entirety to read as follows:

45. First Source Hiring Program

a. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. **First Source Hiring Agreement.** As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined

by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. **Hiring Decisions.** Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. **Exceptions.** Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. **Liquidated Damages.** Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

g. **Limitations on Contributions.** Section 42 is hereby replaced in its entirety as follows:

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an

ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

h. Cooperative Drafting. Section 61 is hereby added to the Agreement, as follows:

61. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY


CONTRACTOR

Recommended by:

ADPI West, Inc.



Joanne Hayes-White
Chief
San Francisco Fire Department 11/08/10

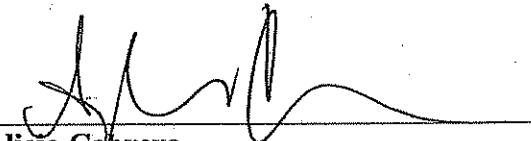


Ken Cooke
Chief Operating Officer
ADPI West, Inc.
500 NW 165th Street, Suite 104
Miami, FL 33169-6303

Approved as to Form:

City vendor number: 68193

Dennis J. Herrera
City Attorney

By: 

Alicia Cabrera
Deputy City Attorney

Approved:

Naomi Kelly
Director of the Office of Contract
Administration, and Purchaser

Appendix B-2: Calculation of Charges

I. *Billing and Collection Services*

A. Base Pay Provisions

1. This is a performance-based, incentive Agreement. Commission will be calculated as follows:

- a. CITY agrees to pay CONTRACTOR a monthly sum representing fees for services provided, computed according to the following schedule:
 - 1) CITY agrees to pay CONTRACTOR seven (7%) percent of NET collections until the earlier of: (1) January 1, 2008; or (2) deployment of the electronic patient data collection system to all field units.
 - 2) From the earlier of January 1, 2008 or deployment of the electronic patient data collection system to all field units, and continuing until June 30, 2010, the CITY will pay CONTRACTOR five and one-half (5.5%) percent of NET collections.
 - 3) If the CITY elects to exercise its option to extend this Agreement, the CITY will pay CONTRACTOR no more than five and one-half percent (5.5%) percent of NET collections from the effective date of amendment extending the term of Agreement.
 - 4) The percentage payment of NET collections due to CONTRACTOR under this section is subject to reduction under the provisions of Appendix B, Section I.B., Performance Considerations & Payment Measurements, below.
- b. In ADDITION to the percentage of net collections set forth in Section A.1.a., above, CITY shall pay CONTRACTOR for Equipment and Software a monthly amortized amount as detailed in Appendix H, Amortization Schedule for Equipment and Software, dated February 29, 2008 which may, at CITY's discretion be increased at time of monthly payment. In no case shall these monthly payments exceed \$1,485,716.00 plus simple interest of 9%.

The amortization schedule set forth in Appendix H shall run from July 2006 through June 2010. Full payment for equipment and software shall be complete at that time. Effective the contract period commencing July 1, 2010 until the end of the contract period, the CITY shall cease the monthly payment for Equipment and Software.

Contractor agrees that City has fulfilled and completed its amortized amount for Equipment and Software during the initial July 1, 2006, to June 30, 2010, contract period. Commencing with the first two (2) two-year contract amendment (July 1, 2010, to June 30, 2012), Contractor agrees that City shall cease the monthly payment for Equipment and Software under this contract.

2. For the purposes of this Agreement, Appendix B, the term NET collections is understood and accepted by the CITY and by CONTRACTOR to represent the residual amount from funds collected on a monthly basis, following bad debt charge-off, less patient refunds and hospital transfers.

3. CITY will verify funds collected on a monthly basis by Union Bank of California bank statement or other institution designated by CITY.

B. Performance Considerations & Payment Measurements

1. CONTRACTOR shall perform all activities, processes and efforts necessary for invoicing, reimbursement collection and revenue recognition, and to maximize same, and shall meet or exceed the standards set forth in Appendix A, Item 1, Sub Sections A through T, inclusive.

2. CITY will evaluate CONTRACTOR's performance and adherence to the provisions and requirements of this contract by utilizing a Standards and Indicators Card (S.I.C.), an example of which is attached as Appendix D.

3. If CONTRACTOR's score as measured by CITY is less than 82 points in two (2) consecutive months or three (3) or more times in a six (6) month period, CONTRACTOR will have sixty (60) calendar days from written notification by CITY to identify and isolate the cause of the scoring deficiency, and to develop and completely implement a corrective action plan. CITY will then have thirty (30) calendar days from CONTRACTOR's written notice of correction to evaluate the effectiveness of the corrective action.

4. If, at the end of the thirty (30) day period following written notification from CONTRACTOR that the problem(s) has been resolved, CITY determines that the corrective action is unsuccessful (the problem still exists in some form), CITY will reduce CONTRACTOR's monthly payment by one percent (1%) on NET collections for every month, or portion thereof, starting retroactively from CONTRACTOR's notice of correction, until such time as CONTRACTOR provides additional solutions and the CITY determines that CONTRACTOR's solution has eliminated the problem to the City's satisfaction. The CITY shall have 15 days from each date that CONTRACTOR informs CITY that it has provided additional solution(s) to evaluate whether CONTRACTOR's solution(s) has eliminated the problem to the City's satisfaction.

5. Insurance Lapse: Should any of CONTRACTOR's required insurance lapse during the term of this Agreement, the CITY shall not process any requests for payments originating after such lapse until the CITY receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date.

6. Electronic Patient Data Collection System Maintenance

For Priority 1 and Priority 2 Error, Defect or Malfunction correction services, if the CONTRACTOR fails to provide timely notification and maintenance and repair services, CITY shall reduce payment to CONTRACTOR by 0.01% (one hundredth of one percent) of average daily collections for each hour of delayed service. For purposes of this contract, the term "average daily collections" shall mean the NET revenue collected by CONTRACTOR on behalf of CITY in the calendar month at issue.

For Priority 3 and 4 Error, Defect or Malfunction correction services, if CONTRACTOR fails to provide timely repair or upgrades, CITY shall reduce payment to CONTRACTOR by 0.1% (one tenth of one percent) of average daily collections for each hours of delayed service.

FIRE COMMISSION
City and County of San Francisco
Gavin Newsom, Mayor

Stephen A. Nakajo, *President*
Andrea Evans, *Vice President*
George Lau, *Commissioner*
London Breed, *Commissioner*
Michael Hardeman, *Commissioner*



698 Second Street
San Francisco, CA 94107
Telephone 415.558.3451
Fax 415.558.3413
Monica Quattrin, *Commission Secretary*

RESOLUTION 2010-07

**RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS AUTHORIZE
THE FIRE DEPARTMENT TO AMEND THE DEPARTMENT'S AMBULANCE BILLING
CONTRACT WITH ADPI WEST, INC.**

WHEREAS, The San Francisco Fire Department ("SFFD") issued a Request for Proposal ("RFP") for ambulance billing services and patient data collection in April 2005; and,

WHEREAS, As a result of the RFP and subsequent scoring process, the Department selected American Medibanc (now known as ADPI West, Inc.) as the highest qualified scorer; and,

WHEREAS, With approval of the Fire Commission on March 23, 2005 and the Board of Supervisors on July 18, 2006, the SFFD entered into with ADPI West, Inc. a four-year Professional Services Contract effective July 1, 2006 through June 30, 2010, to provide ambulance service billing services for the Department; and,

WHEREAS, Under this contract, the Department may exercise two (2), two-year extensions to the contract with ADPI West, Inc.; and,

WHEREAS, Under the San Francisco Charter Section 9.118 (a), and modification or amendment to a contract that has anticipated revenue of one million dollars or more shall be subject to approval of the Board of Supervisors by resolution; and,

WHEREAS, SFFD anticipates it will generate approximately (20) million dollars in revenue per year ; and

WHEREAS, the SFFD wishes to exercise the first two-year option, retroactively approve the contract from June 30, 2010, and extend the performance period of the contract to June 30, 2012; therefore, be it

RESOLVED, That the Fire Commission recommends and requests that the Board of Supervisors authorize the SFFD to execute the first two (2) two-year contract amendment, retroactively approve the first contract amendment from June 30, 2010, and at the Department's discretion exercise second two (2), two-year option remaining on the Department's contract with ADPI West, Inc.

Adopted at the Regular Meeting of the San Francisco Fire Commission on September 23, 2010.

Ayes: 4 (Nakajo, Lau, Breed, Hardeman)
Nays: 0


Monica Quattrin, *Commission Secretary*

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2010 NOV 22 AM 11:20

Bx 

1 [Contract approval – Fire Department Emergency Medical Services Billing and Collections.]

2
3 Resolution approving the award and execution of San Francisco Fire Department
4 Contract Number 4117-05/06, Emergency Medical Services Billing & Collections, to
5 American Medibanc, Incorporated. In addition to generating approximately \$19 million
6 per year in revenue, out of which the City will pay American Medibanc a percentage
7 varying from 7.0% to 5.5%, contractor also will provide the Department a system for
8 electronic patient data collection and reporting. The term of the contract is four years,
9 with two renewal options of two years each.

10
11 WHEREAS, The Fire Department bills for Emergency Medical Services pursuant to
12 San Francisco Administrative Code § 120;

13 WHEREAS, The San Francisco Fire Department issued a Request for Proposals on
14 April 11, 2005 for billing services and patient data collection and reporting equipment and
15 software;

16 WHEREAS, the Scoring Committee selected American Medibanc as the highest
17 qualified scorer;

18 WHEREAS, American Medibanc represents and warrants that it is qualified to perform
19 the services required by CITY as set forth under this Contract;

20 WHEREAS, The proposed contract with American Medibanc is on file with the Clerk of
21 the Board of Supervisors in File No. ⁰⁶⁰⁷²², which is hereby declared to be a part of this
22 resolution as if set forth fully herein;

23 WHEREAS, the Chief of the Fire Department approved and recommends the contract;

24 WHEREAS, The San Francisco Fire Commission approved and recommends the
25 contract with American Medibanc on March 23, 2005; and

1 WHEREAS, City Charter Section 9.118 requires that the contract also be approved by
2 the Board of Supervisors because the Department anticipates that it will generate revenue of
3 over \$1,000,000; now, therefore, be it

4 RESOLVED, That the Board of Supervisors approves the award and execution of San
5 Francisco Fire Department Contract No. 4117-05/06, Emergency Medical Services Billing &
6 Collections, with American Medibanc, for a term of four years, with two renewal options of two
7 years.

8
9 RECOMMENDED:

APPROVED AND RECOMMENDED:

10 SAN FRANCISCO FIRE DEPARTMENT

SAN FRANCISCO FIRE COMMISSION

11
12 
13 _____
14 JOANNE HAYES-WHITE
15 Chief of Department

16
17 
18 _____
19 TANIA BAUER
20 Commission Secretary

21
22
23
24
25
05/23/06



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails

Resolution

File Number: 060722

Date Passed:


Resolution approving the award and execution of San Francisco Fire Department Contract Number 4117-05/06, Emergency Medical Services Billing & Collections, to American Medibanc, Incorporated. In addition to generating approximately \$19 million per year in revenue, out of which the City will pay American Medibanc a percentage varying from 7.0% to 5.5%, contractor also will provide the Department a system for electronic patient data collection and reporting. The term of the contract is four years, with two renewal options of two years each.

July 18, 2006 Board of Supervisors — ADOPTED

Ayes: 11 - Alioto-Pier, Ammiano, Daly, Duffy, Elsbernd, Ma, Maxwell,
McGoldrick, Mirkarimi, Peskin, Sandoval

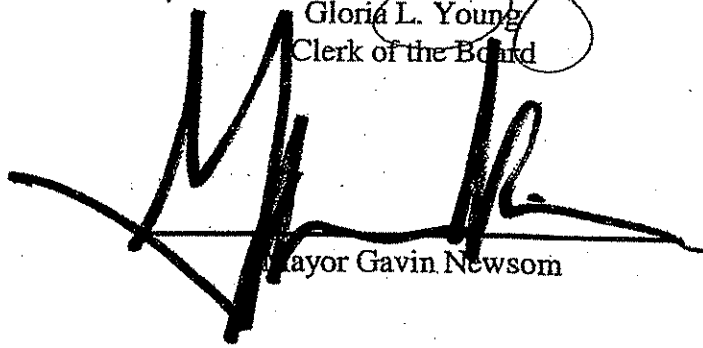
File No. 060722

I hereby certify that the foregoing Resolution was ADOPTED on July 18, 2006 by the Board of Supervisors of the City and County of San Francisco.



Gloria L. Young
Clerk of the Board

7/21/2006
Date Approved



Mayor Gavin Newsom

City and County of San Francisco
Office of Contract Administration
Purchasing Division
CITY Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

Agreement between
the City and County of San Francisco
and
American Medibanc

This Agreement is made this **twenty-second** day of **March, 2006**, in the City and County of San Francisco, State of California, by and between: **American Medibanc, 4251 Kipling Street, Suite 200, Wheat Ridge, Colorado 80033**, hereinafter referred to as "CONTRACTOR," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "CITY," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the **San Francisco Fire Department** ("CITY") wishes to **secure contract services for the purpose of EMS billing, collection and revenue recognition and electronic data capture**, and,

WHEREAS, a Request for Proposal ("RFP") was issued on **April 11, 2005**, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, CONTRACTOR represents and warrants that it is qualified to perform the services required by CITY as set forth under this Contract; and,

WHEREAS, CONTRACTOR represents and warrants that it has the right to grant perpetual license and source code if necessary to all software products pursuant to terms of contract; and

WHEREAS, approval for said Agreement was obtained from a Civil Service Commission Notice of Action for Contract Number **4117-05/06** on **May 15, 2006**;

Now, THEREFORE, the parties agree as follows:

Electronic Patient Data Collection System Definitions

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement it shall have the meaning herein set forth.

Acceptance. Notice from the City to CONTRACTOR that the Licensed Software meets the specifications contained in the Documentation. City's Acceptance of the Licensed Software shall be governed by the procedures set forth in Appendix A, Section II.D of this Agreement.

Agreement: This document and any attached appendices and exhibits, including any future written and executed amendments.

Authorization; or Authorization Document: This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by CITY and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof.

Documentation: The technical publications relating to the use of the Licensed Software or Equipment, such as reference, installation, administrative and programmer manuals, provided by CONTRACTOR to City.

Errors, Defects and Malfunctions: Either a deviation between the function of the Software or Hardware and the documentation furnished by CONTRACTOR for the Software or Hardware, or a failure of the Software or Hardware, which degrades the use of the Software or Hardware.

Fix: Repair or replacement of source, object or executable code in the Software to remedy an Error, Defect or Malfunction. Repair or replacement of parts or otherwise in the Hardware to remedy an Error, Defect or Malfunction.

Hardware or Equipment: Hardware and equipment listed in Exhibit C, "Equipment," attached hereto and incorporated by reference as though fully set forth herein, and any modification or upgrades provided under this Maintenance Agreement.

Object Code: Machine readable compiled form of Licensed Software provided by CONTRACTOR.

Patch: Temporary repair or replacement of code in the Software to remedy an Error, Defect or Malfunction. Patches may be made permanent and released in Subsequent Releases of the Software.

Priority Category: A priority assigned to an Error, Defect or Malfunction, designating the urgency of correcting an Error, Defect or Malfunction. Assignment of a Priority Category to an Error, Defect or Malfunction is based on City's determination of the severity of the Error, Defect or Malfunction and CONTRACTOR's reasonable analysis of the priority of the Error, Defect or Malfunction.

Priority Protocol: Based on the Priority Category, rules specifying the turnaround time for correcting Errors, Malfunctions and Defects; escalation procedures, and personnel assignment.

Software or Licensed Software: Programs and associated documentation licensed to CITY by Zoll Data Systems, as listed in Appendix D, "Software," of the CITY's Request for Proposals, attached hereto and incorporated by reference as though fully set forth herein, and any Upgrades, corrections, patches, or modifications thereto, and other written information received by City from CONTRACTOR, whether in machine readable or printed form.

Source Code: The human readable compilable form of the Licensed Software to be provided by CONTRACTOR.

Specifications: The functional and operational characteristics of the Licensed Software as described in CONTRACTOR's current published product descriptions and technical manuals.

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: ADPI West, Inc.	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
(1) Board of Directors - Todd Abbrecht, Jeff Swenson, Alex Delaite, Kenneth Cooke, and Doug Shamon (2) CEO Doug Shamon, CFO Brian Helman, and COO Ken Cooke (3) Advanced Data Processing, Inc. owns 100% of ADPI West, Inc. (4) No Subcontractors listed in the contract - N/A (5) No political committee sponsored or controlled by contractor - N/A	
Contractor address: ADPI West, Inc., 500 NW 165th Street, Suite 104, Miami, FL 33169-6303	
Date that contract was approved: July 21, 2006	Amount of contract: Commission-based estimated 20 million
Describe the nature of the contract that was approved: The contractor is to provide ambulance billing and patient data collection services for the San Francisco Fire Department's Emergency Medical Services Division.	
Comments: Form completed by: Mark Corso, San Francisco Fire Department	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves San Francisco Board of Supervisors

Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela, Calvillo, Clerk of the San Francisco Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: board.of.supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

