

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

451



**SUBMITTAL DATE:**  
March 25, 2010

**FROM:** Director of Mental Health

**SUBJECT:** Approve the Contract Amendment with First Student, Inc.

**RECOMMENDED MOTION:** Move that the Board of Supervisors approve and :

1. Authorize the Chairman of the Board to sign the contract amendment with First Student, Inc. for \$111,299 for FY 2009/2010; and
2. Authorize the Riverside County Purchasing Agent to sign ministerial amendments with First Student, Inc. not to exceed 10% of the approved, amended contract amount of \$111,299 for FY 2009/2010.

**BACKGROUND:** In FY 2007/2008, Request for Proposal (RFP) MHARC-026 was issued for student transportation services to be provided to the Riverside County Department of Mental Health (DOMH) Substance Abuse, Friday Night Live (FNL) program participants. As a result of the aforementioned RFP, the DOMH Substance Abuse, FNL Program received two (2) bids. After a thorough review of each bid, the DOMH's Substance Abuse FNL Program determined that Laidlaw dba First Student, Inc. was the most responsive bidder and was awarded a contract for \$100,000 for student transportation services for two fiscal years. **(Continued on Page 2).**

JW:CW

*Jerry Wengerd*  
\_\_\_\_\_  
Jerry Wengerd, Director  
Department of Mental Health

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 111,299	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 09/10

<b>SOURCE OF FUNDS: 90 % Federal; 10% State- MHSA PEI</b>	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

- Policy
- Policy
- Consent
- Consent

Dep't Recomm.:  
Per Exec. Ofc.:

**3.55**

FORM APPROVED COUNTY COUNSEL  
BY: *Larisa R-Mckenna* 3/23/10 Purchasing: *Mark Seiler* Assistant Director  
DATE: *3/23/10* Departmental Concurrence

**SUBJECT:** Approve the Contract Amendment with First Student, Inc.

**BACKGROUND (Continued):**

The DOMH Substance Abuse FNL Program of Riverside County works to build partnerships for positive and healthy youth development, which promote youth becoming active leaders in their communities. Services are provided in collaboration with local school districts and community based organizations within the County of Riverside to promote the development of substance abuse prevention programs.

On November 17, 2009, the DOMH's Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Program utilized the DOMH's current transportation contract with First Student for the Dare to Be Aware Youth Conference result in the contract increase of \$11,299 to cover the additional transportation services at the current contracted rate. The DOMH is requesting the amendment with First Student, Inc. in the amount of \$111,299 for FY 2009/2010 for all of the student transportation needs for the Dare to Be Aware Youth Conference.

**FINANCIAL IMPACT:**

This amendment with First Student, Inc. will increase their current fiscal year contract by \$11,299, and will result in a revised contract amount of \$111,299 for FY 2009/2010. This amendment is paid for by 90% Federal Substance Abuse Prevention Treatment (SAPT) Block Grant funds, 10% State MHSA PEI funds, and no County funds are required.

**PERFORMANCE PERIOD:**

This contract is effective from July 1, 2009 through June 30, 2010. The RFP for these services was for a two year period commencing in FY 2008/2009. Therefore, the DOMH will enter into the RFP process for these services again for FY 2010/2011.

FY 2009/2010  
SECOND AMENDMENT  
BETWEEN  
COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH  
AND  
FIRST STUDENT, INC.

That certain Professional Services Agreement between the County of Riverside (COUNTY) and FIRST STUDENT, INC. (CONTRACTOR) originally approved by the County of Riverside Purchasing Agent on July 15, 2008 for FY 2008/2009; renewed by the Purchasing Agent on August 3, 2009 for FY 2009/2010; amended for the first time by the Purchasing Agent on November 17, 2009 for FY 2009/2010; and is hereby amended for the second time for FY 2009/2010, effective November 18, 2009 and shall continue to June 30, 2010, in consideration for mutual obligations:

The Agreement is hereby amended as follows:

- Section 3.1 of this agreement shall be amended to read as follows.

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit A, Scope of Work and Fee Schedule. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$111,299 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

- Rescind the previous Exhibit A in its entirety and replace it with the new, attached Exhibit A for FY 2009/2010.
- All other terms and conditions of this Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY:  
County of Riverside  
Board of Supervisors  
4080 Lemon Street, 5<sup>th</sup> Floor  
Riverside, CA 92501

INFORMATION COPY:  
County of Riverside  
Department of Mental Health  
P.O. Box 7549  
Riverside, CA 92503-7549

CONTRACTOR: FIRST STUDENT, INC.

COUNTY OF RIVERSIDE

Signed: *Elizabeth Sarker*

Printed: Elizabeth Sarker

Title: SVP

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: Kecia Harper-Ihem, CLERK

COUNTY COUNSEL  
PAMELA J. WALLS  
Approved as to Form  
By *Pamela J. Walls*  
Deputy County Counsel

\_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

Larisa P. McKenna

1 EXHIBIT A

2 SCOPE OF SERVICE

3 SCOPE OF SERVICE & FEE SCHEDULE

4 PROVIDER NAME: First Student Inc.

5 EFFECTIVE DATE: July 1, 2009- June 30, 2010

6 It is agreed by and between the Department of Mental Health, hereinafter referred to as COUNTY  
7 and First Student Inc. hereinafter to as CONTRACTOR, as follows:

8 SERVICES:

- 9 A. CONTRACTOR will provide safe, reliable, professional transportation services to residents of  
10 the County of Riverside who are participating in Friday Night Live (FNL) Program activities  
11 sponsored by the County of Riverside Department of Mental Health, Substance Abuse  
12 Program and Prevention Services and DARE TO BE AWARE Youth Conference activities  
13 sponsored by the Mental Health Service Act (MHSA) Prevention and Early Intervention (PEI)  
14 program. The CONTRACTOR shall at all times furnish, operate and maintain, to include  
15 dispatching and monitoring, all school buses for the transportation of any students as may be  
16 required at such times, days and places within and without Riverside County as may be  
17 specified by the DIRECTOR of the Riverside County Department of Mental Health (DOMH)  
18 or his designee.
- 19 B. In the furnishing of student transportation services under this agreement, the CONTRACTOR  
20 agrees to comply with and observe all the provisions of the California Education Code,  
21 Vehicle Code, Administrative Code, and all other applicable laws, rules and regulations as  
22 prescribed by the State of California, State Department of Education, the State Board of  
23 Education, State and Federal Department of Transportation and any other state agency, and the  
24 Riverside County Board of Supervisors, relating to the transportation of students.
- 25 C. The service shall include provision of all transportation equipment, apparatus, facilities,  
26 personnel and materials, as required by law and per specifications herein.
- 27 D. The CONTRACTOR, his employees, and his agents shall secure and maintain valid permits  
28 and licenses that are required by law for the execution of this contract.

29 COMPENSATION FOR SERVICES: CONTRACTOR shall provide transportation services as follows:

<u>Bus Capacity</u>	<u>Rate for 5 hours</u>	<u>Excess Hourly Rate</u>
52/78	\$325.00	\$35.00
56/84	\$335.00	\$40.00

30 Contract maximum is not to exceed \$111,299 for FY 2009/2010 for services rendered.

31 RESPONSIBILITIES OF CONTRACTOR:

- 32 A. CONTRACTOR shall designate one person and an alternate to supervise the program who  
33 shall be available during all regular working hours. The designated persons shall have the  
34 authority to act on behalf of the CONTRACTOR in all matters related to this contract. Also  
35 the persons identified shall be subject to be called for emergency 24-hour service.

- 1  
2  
3  
4  
5  
6  
7  
8  
9  
10
- B. Student "safe riding" and evacuation" instructions shall be provided by the CONTRACTOR and shall conform to the current requirements of State regulations.
  - C. In accordance with state law, seat belts or restraints shall be provided for all passengers. It shall be the drivers' or aides' responsibility to see that such belts or restraints are properly adjusted and fastened as soon as the student enters his seat and that they remain fastened for the duration of the trip.
  - D. Students are transported in their own wheelchairs and must be properly secured within the vehicle by driver or aide to prevent movement or tripping during normal turning, acceleration or deceleration of the vehicle. All wheelchairs transported must be of adequate design and construction, including seat belts, and so maintained by their owners as to assure safe handling by drivers or aides.
  - E. All vehicles, along with the equipment mentioned above, must be approved by the California Highway Patrol. All vehicles and equipment shall be operated by qualified CONTRACTOR personnel only.
  - F. Vehicles shall be clean inside and out before being dispatched to pickup students.

11 **DRIVER/AIDE REQUIREMENTS:**

12 Drivers employed by CONTRACTOR for service hereunder shall be duly licensed and qualified to  
13 operate all equipment as required by law. Aides shall also be qualified and certified as required by law.

14 **OTHER TERMS AND CONDITIONS:**

- 15  
16  
17  
18  
19  
20  
21
- A. Payment: The CONTRACTOR agrees to invoice the COUNTY, Friday Night Live or PEI (where applicable), for the total buses used and any excess hours the buses are used. The invoice will include the pick-up location and destination and pick-up and arrival times. Excess hourly rates will be based upon actual excess hours used, pro-rate in half hour increments. The COUNTY shall pay the CONTRACTOR for services provided and compensation shall be paid in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and the COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice by the Program as specified herein.
  - B. Period of Performance: The period of performance shall be from July 1, 2009 through June 30, 2010, with no obligation by the County of Riverside to Purchase any specified amount of services up to the contract maximum.

22 **INDEPENDENT CONTRACTOR STATUS:**

23 CONTRACTOR and its employees and agents shall act at all times in an independent capacity with  
24 regard to performance of services or work rendered pursuant to this contract; and CONTRACTOR and its  
25 employees and agents shall not act as, shall not be, and shall not in any manner be considered to be  
26 agents, officers or employees of COUNTY.

27 First Student Inc.  
28 13200 Crossroads Parkway  
29 Suite 450  
30 City of Industry, CA 91476