



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Department Name:** Public Health  
**Department No.:** 041  
**For Agenda Of:** June 18, 2019  
**Placement:** Administrative  
**Estimated Tme:**  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** Majority

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**TO:** Board of Supervisors  
**FROM:** Department Van Do-Reynoso, PhD, Director  
Director(s) Public Health Department  
Contact Info: Dana Gamble, Assistant Deputy Director, 681-5171  
**SUBJECT:** **Second Amendment to the Iron Mountain Information Management Services Agreement**

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**County Counsel Concurrence**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors consider the following:

- a) Approve and authorize the Chair to execute a Second Amendment to the Agreement with Iron Mountain Information Management, LLC (BC 15-120) for information management services, increasing funding for a total contract amount not to exceed \$452,000 for the full term period of January 1, 2014 through June 30, 2024.
- b) Determine that the recommended action is not a "Project" within the meaning of California Environmental Quality Act, pursuant to CEQA Guideline Section 15378(b)(4), since the recommended action is a government fiscal activity which does not involve commitment to any specific project which may result in a potentially significant physical impact on the environment.

**Summary Text:**

This item is on the agenda to execute a Second Amendment to the Agreement with Iron Mountain Information Management Services (Attachment A). This Second Amendment is to extend the term, update the Pricing Schedule, and increase the amount of the Agreement for continued information management services provided by Iron Mountain. The Second Amendment extends the term date through June 30, 2024.

**Background:**

On December 2, 2014, the Board approved the Agreement with Iron Mountain Information Management, LLC for the period of January 1, 2014 through December 31, 2016 (Attachment C). On May 2, 2017 the Board approved the First Amendment (Attachment B) increasing funding for a total contract amount not to exceed \$320,000 for the full term period of January 1, 2014 through June 30, 2019. Iron Mountain stores and manages hard copy medical records allowing the Public Health Department (PHD) health care centers to free up valuable space for use of exam rooms and other areas dedicated to patient care rather than storage. This Agreement with Iron Mountain also reduces demands on PHD staff while ensuring efficient and quick access to and retrieval of critical clinical files. In order to take advantage of favorable ongoing service rates, PHD is requesting the agreement be extended through June 30, 2024.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

<b><u>Funding Sources</u></b>	<b><u>Total One-Time Project Cost</u></b>	<b><u>Annualized On-going Cost:</u></b>	<b><u>Contract Total</u></b>
General Fund			
State			
Federal			
Fees			
Other: Medi-Cal revenues		\$ 38,000.00	\$ 452,000.00
<b>Total</b>	\$ -	\$ 38,000.00	\$ 452,000.00

Approving this recommendation will increase the agreement with Iron Mountain Information Management, LLC by \$132,000 for a new contract amount of \$452,000. The approximately \$38,000 yearly in ongoing costs includes storage, retrieval, and transportation for current medical care records and destruction of records that have reached their legal lifetime. Approximately \$262,000 of the contract will be expended by June 30, 2019, and an additional \$190,000 is expected to be expended in the next five years through the end of Fiscal Year 2023-2024, bringing the total amount of the agreement to \$452,000.

**Key Contract Risks:**

Iron Mountain Information Management, LLC is a nationwide company. This Agreement limits the liability for Iron Mountain to an established value for each medical record stored and any incomplete projects such as re-organization of existing inventory to facilitate future record destruction that may occur during the Agreement. This is standard industry practice in offsite storage.

PHD and Iron Mountain have also agreed to extend the time frame for potential Agreement termination. Due to the large volume of records and time necessary to potentially move records and secure another vendor that could readily accept this volume in a timely fashion, the notifications for Agreement Termination are established at 90 days for convenience and 45 days for cause.

Finally, this Agreement allows Iron Mountain to subcontract services if necessary. It is not anticipated that this will impact storage activities but may impact transportation of records to and from offsite storage as requested by PHD. This is to allow Iron Mountain flexibility to manage transportation in the most cost effective manner as they currently subcontract some transportation services.

**Staffing Impacts:**

**Legal Positions:**

0

**FTEs:**

0

There are no impacts as a result of this action.

**Special Instructions:**

Please execute two (2) original Second Amendments to the Information Management Services Agreement with Iron Mountain Information Management, LLC and retain one (1) original Amendment and one (1) Minute Order for pick-up by the department. Please email [phdcu@sbcphd.org](mailto:phdcu@sbcphd.org) when available for pickup.

**Attachments:**

- A. Second Amendment to Information Management Services Agreement with Iron Mountain Information Management, LLC
- B. First Amendment to Information Management Services Agreement with Iron Mountain Information Management, LLC
- C. Information Management Services Agreement with Iron Mountain Information Management, LLC

**Authored by:**

Dana Gamble, Assistant Deputy Director, PHD Primary Care and Family Health, 681-5171