

COUNTY OF SAN MATEO
Departmental Correspondence

DATE: JUN 26 2001
HEARING DATE

TO: Honorable Board of Supervisors
FROM: Timothy B. McMurdo, Director, Hospital and Clinics Division
SUBJECT: Amendment to the Agreement with Peninsula Pathologists Medical Group, Inc.

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an amendment to the agreement with Peninsula Pathologists Medical Group, Inc.

Background

On May 11, 2000 the County Manager approved an agreement with Peninsula Pathologists Medical Group, Inc. to provide histopathology laboratory services at San Mateo County General Hospital's Pathology Department including the processing of tissues, making and staining slides, and making special stains. This agreement is necessary until such time as services are amended into the IPA agreement. IPA administration has determined that duplicate services are not being provided.

The term of the original agreement is two years, January 1, 2000 through December 31 2001. The agreement maximum is \$61,000.

Discussion

The agreement is being amended to increase the contract maximum by \$61,000. Funding for this agreement was inadvertently done for one year instead of two years.

Risk Management and County Counsel have approved this amendment.

Honorable Board of Supervisors
Agreement/Peninsula Pathologists Medical Group, Inc.
Page 2

Term and Fiscal Impact

This Amendment increases the contract maximum by \$61,000, from \$61,000 to \$122,000 to cover the cost of the contract term. Funds to pay for this service are included in the Hospital and Clinics FY2001-02 recommended budget.

RECOMMENDED


HEALTH SERVICES DEPARTMENT

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO
AN AGREEMENT WITH
PENINSULA PATHOLOGISTS MEDICAL GROUP, INC.

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

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an amendment to an agreement, reference to which is hereby made for further particulars, whereby Peninsula Pathologists Medical Group, Inc. shall continue to provide histopathology laboratory services at San Mateo County General Hospital's Pathology Department including the processing of tissues, making and staining slides, and making special stains; and

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

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

AMENDMENT TO THE AGREEMENT
WITH PENINSULA PATHOLOGISTS MEDICAL GROUP, INC.

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and PENINSULA PATHOLOGISTS MEDICAL GROUP, INC. (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on May 11, 2000, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Paragraph 3, Payments, of the Original Agreement is hereby amended to read as follows:

“3. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payments to Contractor in the manner specified herein and in Exhibit A. In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed ONE HUNDRED TWENTY-TWO THOUSAND DOLLARS (\$122,000) for the contract term.”

2. Paragraph 10, Non-Discrimination, is hereby amended to read as follows:

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

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

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

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

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

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

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

2. Exhibit A, II. Amount and Method of Payment, last paragraph is amended to read as follows:

“The maximum amount of this Agreement shall be ONE HUNDRED TWENTY-TWO THOUSAND DOLLARS (\$122,000).

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of May 11, 2000, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

PENINSULA PATHOLOGY MEDICAL GROUP, INC

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

By: Mary G. Selten

Date: _____

Date: June 11, 2001

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE C

Contract between County of San Mateo and Peninsula Pathologists Medical Group, Inc., hereinafter called "Contractor."

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

HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: January 24, 2000

TO: Priscilla Harris, Risk Management/Insurance Division
PONY# EPS163 Fax: 363-4864

FROM: Tere Larcina, Hospital & Clinics
PONY # HOS316MM Fax: 573-2267

SUBJECT: Contract Insurance Approval

CONTRACTOR: Peninsula Pathologists Medical Group, Inc.

DO THEY TRAVEL: For Delivery of the block and slides to San Mateo County General Hospital's Pathology Department.

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES: More than one

DUTIES (SPECIFIC) : Contractor shall provide histology Services to patients of San Mateo County General Hospital and Clinics.

COVERAGE:

Comprehensive General Liability:
Motor Vehicle Liability:
Professional Liability:
Worker's Compensation:

\$ 1 million
\$ 1 million
\$ 1 million
\$ Statutory

APPROVE _____

WAIVE _____

MODIFY _____

REMARKS/COMMENTS:
REQUEST WAIVER

Priscilla Morse

SIGNATURE



(415) 397-9700
 (800) 652-1051
 (907) 563-3414 (in Alaska)

CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below.

Name and Address of insured
PENINSULA PATHOLOGISTS MEDICAL 393 E. GRAND AVE., SUITE I SOUTH SAN FRANCISCO CA 94080

Original
101493

Insurance afforded by this policy is CLAIMS-MADE Professional Liability Insurance

Policy Number	Limits of Liability	Annual Policy Period As of 12:01 a.m. local time
101493	5,000,000 each claim 5,000,000 aggregate 0 deductible	Effective Date: 01/01/01 Expiration Date: 01/01/02 Retro Date: 07/01/77

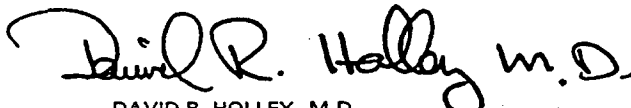
Current Medical Specialty: 9102 CORPORATION 5-19 PHYSICIANS

Certificate Holder

This is to certify that the policy of insurance listed above has been issued to the insured named above for the policy period indicated. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Should the above policy be canceled before the expiration date, NORCAL will endeavor to mail 10 days written notice to the certificate holder named above, but failure to provide such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. The policy provides that it is the responsibility of the insured to inform recipients of Certificates of Insurance of any changes in coverage or termination or cancellation of the policy.

By: **NORCAL Mutual Insurance Company**

Date: 11/10/00


 DAVID R. HOLLEY, M.D.
 Secretary

SUMMARY OF INSURANCE

Page 1

For: **Peninsula Pathologist Medical
Group Inc
393 E Grand Ave #1
San Francisco, CA
94080 650-780-9734**

Prepared: 10/11/00

**The Hartford SCIC
P.O. Box 33015
San Antonio, TX
78265-3015 - 800-457-2379**

Coverage	Amount	Company	Policy No	Eff	Exp	Premium
Commercial Application		Hartford Casualty Ins Co	57UUCBS0291	10/01/00	10/01/01	3435.00
Premise 001 Building 001 77 Birch Street Ste A Redwood, CA 94062						
Property		Hartford Casualty Ins Co	57UUCBS0291	10/01/00	10/01/01	0.00
Premises 001 Building 001 BPP Coins % 90 Valuation RC Cause of Loss special Deductible 500	131,100					
Premises 003 Building 001 BPP Coins % 90 Valuation RC Cause of Loss special Deductible 500 Forms # all risk	236,900					
General Liability		Hartford Casualty Ins Co	57UUCBS0291	10/01/00	10/01/01	0.00
Occurrence General Aggregate Products/Completed Oper. Aggr. Personal & Advertising Injury Each Occurrence Fire Damage (Any One Fire) Medical Expense (Any One Person)	2,000,000 2,000,000 1,000,000 1,000,000 300,000 10,000					
Business Auto		Hartford Casualty Ins Co	57UUCBS0291	10/01/00	10/01/01	0.00
Liability CSL Endorsements, Forms, Conditions:	1,000,000					
Crime		Hartford Casualty Ins Co	57UUCBS0291	10/01/00	10/01/01	0.00

SUMMARY OF INSURANCE

Prepared: 10/11/00

Page 1

For: Peninsula Pathologist Medical
Group Inc
393 E Grand Ave #1
San Francisco, CA
94080 650-780-9734

The Hartford SCIC
P.O. Box 33015
San Antonio, TX
78265-3015 800-457-2379

Coverage	Amount	Company	Policy No	Eff	Exp	Premium
Commercial Application		Hartford Casualty Ins Co	57UUCHS0291	10/01/00	10/01/01	3435.00
Premise 001 Building 001 77 Birch Street Ste A Redwood, CA 94062						
Property		Hartford Casualty Ins Co	57UUCHS0291	10/01/00	10/01/01	0.00
Premises 001 Building 001 BPP Coins % 90 Valuation RC Cause of Loss special Deductible 500	131,100					
Premises 003 Building 001 BPP Coins % 90 Valuation RC Cause of Loss special Deductible 500 Forms # all risk	236,900					
General Liability		Hartford Casualty Ins Co	57UUCHS0291	10/01/00	10/01/01	0.00
Occurrence General Aggregate Products/Completed Oper. Aggr. Personal & Advertising Injury Each Occurrence Fire Damage (Any One Fire) Medical Expense (Any One Person),	2,000,000 2,000,000 1,000,000 1,000,000 300,000 10,000					
Business Auto		Hartford Casualty Ins Co	57UUCHS0291	10/01/00	10/01/01	0.00
Liability CSL Endorsements, Forms, Conditions:	1,000,000					
Crime		Hartford Casualty Ins Co	57UUCHS0291	10/01/00	10/01/01	0.00

APR-10-2001 10:04

P.02/03

4/10/01

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
Seabury & Smith, Inc. 777 South Figueroa Street Los Angeles, CA 90017		COMPANY AFFORDING COVERAGE	
		COMPANY LETTER A	TIG Insurance Company
INSURED		COMPANY LETTER B	
Peninsula Pathologists Medical Group 393 East Grand Avenue Suite 1 San Francisco, CA 94080-6233 Attn: Allisla			

THIS IS TO CERTIFY THAT THE CERTIFICATE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE CERTIFICATE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OR SUCH CERTIFICATE. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	CERTIFICATE NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	Coverage Limits
	GENERAL LIABILITY OCCUR.				GENERAL AGGREGATE PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one person) \$ MEDICAL EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY NON-OWNED AUTOS				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> EXCLUDED <input type="checkbox"/> OTHER	WCG 80592472	7/01/00	7/1/01	STATUTORY LIMITS EACH ACCIDENT \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EACH EMPLOYEE \$ 1,000,000
	PROFESSIONAL LIABILITY				GENERAL AGGREGATE EACH OCCURRENCE

DESCRIPTION OF OPERATIONS/LOCATIONS/COVERED PERSONS/SPECIAL ITEMS

Medical Office

SHOULD THE ABOVE DESCRIBED CERTIFICATE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Judith A Kemp SEABURY & SMITH

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Peninsula Pathologists Medical Group, Inc
Contact Person: Henry J. Sellenthin
Address: 393 East Grand Avenue, Suite I
South San Francisco, CA 94080
Phone Number: 650-616-2950 Fax Number: 650-737-8920

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

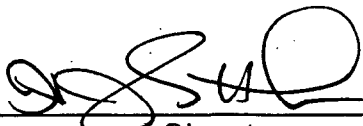
III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 11th day of June, 2001 at South San Francisco, California
(City) (State)



Signature

Director of Operations

Title

Henry J. Sellenthin

Name (Please Print)

94-2219459

Contractor Tax Identification Number