

COUNTY OF SAN MATEO
Departmental Correspondence

DATE: NOV 8 2001
HEARING DATE DEC 4 2001

TO: Honorable Board of Supervisors
FROM: Margaret Taylor, Interim CEO, Hospital and Clinics Division
SUBJECT: Amendment to the Agreement with Caturay Dental Practice

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an amendment to the agreement with Caturay Dental Practice

Background

The State of California requires the provision of basic dental health services for inmates. The state also mandates that written Policies and Procedures be in place to assure emergency and medically-required dental care is provided to each inmate, upon request, under the direction and supervision of a dentist licensed in the state. Only basic, medically-required dental care is provided at the Maguire facility. Without the capacity to provide in-house treatment, inmates would have to be transported by Sheriff's deputies to San Mateo County General Hospital or to outside, more expensive facilities.

Discussion

In 1999, a Request for Proposals (RFP) process was developed and distributed by way of newspaper advertising and mailers to interested and potentially interested parties. Selection criteria included experience working in correction facilities, ability to provide dental services in this unique setting, and accessibility to the population being served. Caturay Dental Practice was selected from a field of three dental groups who responded to the RFP to provide dental services in the Maguire facility.

Dr. Caturay and his associate have worked in the Ryan White funded program at Willow Clinic serving HIV/AIDS patients, giving them experience with the County as well as with many of the types of dental problems they might encounter with inmates in the jail. In addition, Caturay

Dental Practice owns and operates a dental clinic within San Mateo County and can provide emergency dental services to the jail should the need arise. Caturay Dental Practice can perform simple surgical procedures on site, which reduces the need and cost of providing such services at San Mateo County General Hospital or at other outside providers of care. In addition, Dr. Caturay included in his proposal a second dentist to provide back up for vacation relief and other assistance as needed. The relief dentist, an equally qualified dentist, is also able to perform more complicated surgical procedures when necessary.

When Dr. Caturay took over this contract, inmates were frequently waiting 2 to 3 weeks for services. At present, there is less than one-week delay.

Performance Measure	1999-2000	2000-2001	2001-2002
Time to respond to inmates with dental complaints	1 week	1 week	1 week

The language regarding non-discrimination and equal benefits has been incorporated into this amendment. A Request for Proposals (RFP) will be issued in September, 2002.

Term and Fiscal Impact

This amendment increases the maximum amount by \$94,536, from \$189,072 to \$283,608, and extends the term of the contract one year, making the new term of the agreement, January 1, 2000 through December 31, 2002. Funds are included in the Hospital and Clinics FY2001-02 approved budget and will be included in the FY2002-03 recommended budget.

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT
TO AN AGREEMENT
WITH CATURAY DENTAL PRACTICE

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 the Caturay Dental Practice shall continue to provide dental care for inmates in the San Mateo County jail system; 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
CATURAY DENTAL PRACTICE
FOR DENTAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and CATURAY DENTAL PRACTICE (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on March 14, 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. Section 2, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby amended to read as follows:

“2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED EIGHTY-THREE THOUSAND SIX HUNDRED EIGHT DOLLARS (\$283,608) for the contract term.”

2. Section 6, Non-Discrimination, of the Original Agreement is hereby amended to read as follows:

6. 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 contractor 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.

3. Section 13, Term of the Agreement, of the Original Agreement is hereby amended to read as follows:

“13. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from from January 1, 2000 through December 31, 2002. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.”

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.

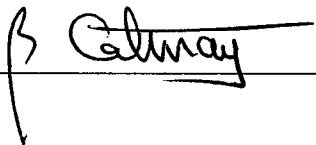
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of March 14, 2000, be amended accordingly.

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

CATURAY DENTAL PRACTICE

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

By:  _____

Date: _____

Date: Oct 31, 2001

ATTEST:

By: _____
Clerk of Said Board

Date: _____

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Caturay Dental
Contact Person: Dr. Brendo Caturay
Address: 1301 Broadway Suite 7 Millbrae, CA 94030
Phone Number: (650) 589-3667 Fax Number: (650) 589-3675

II Employees

Does the Contractor have any employees? [X] Yes ___ No
Does the Contractor provide benefits to spouses of employees? ___ Yes [X] 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 31st day of Oct, 2001 at Millbrae, CA (City) (State)

[Signature]
Signature
Dentist
Title

BRENDO A. CATURAY
Name (Please Print)
943291895
Contractor Tax Identification Number

COUNTY OF SAN MATEO

HEATH SERVICES
Hospital and Clinics Division

MEMORANDUM

Date: October 11, 2001
To: Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864
From: Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267
Subject: Contract Insurance Approval

CONTRACTOR: Caturay Dental Practice

DO THEY TRAVEL: No.

PERCENT OF TRAVEL TIME: 0

NUMBER OF EMPLOYEES: 0

DUTIES (SPECIFIC): Contractor shall provide dental care for inmates in the San Mateo County jail system from January 1, 2000 through December 31, 2001.

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	_____	_____	<input checked="" type="checkbox"/>	_____
Motor Vehicle Liability:	_____	_____	<input checked="" type="checkbox"/>	_____
Professional Liability:	\$1,000,000	<input checked="" type="checkbox"/>	_____	_____
Worker's Compensation:	_____	_____	<input checked="" type="checkbox"/>	_____

REMARKS/COMMENTS:


SIGNATURE



SAFECO

GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA, SEATTLE, WASHINGTON 98165

DENTIST'S PROFESSIONAL PLUS DECLARATIONS
Professional Liability, Business Liability, and Property

AGENT NUMBER: 94-1711
POLICY NUMBER: DPC7833823

Named Insured and Mailing Address:

Renewal

Jose Brendo Caturay, DDS
Caturay Dental Care
1301 Broadway, Suite #7
Berbrae, CA 94030

Named Insured is: Individual Corp Partnership Joint Venture Other

Policy Period Effective Date: 08/27/2001 Expiration Date: 08/27/2002 12:01 a.m. Standard Time at the Address of the Named Insured.

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

COVERAGE	LIMITS OF INSURANCE
A. DENTISTS PROFESSIONAL LIABILITY---EACH CLAIM LIMIT DENTISTS PROFESSIONAL LIABILITY---ANNUAL AGGREGATE LIMIT (Coverage A only) <input checked="" type="checkbox"/> CLAIMS-MADE --- Retroactive Date: 08/27/1994 <input type="checkbox"/> OCCURRENCE DEDUCTIBLE --- EACH CLAIM: \$ NA DEDUCTIBLE --- ANNUAL AGGREGATE: \$ NA	\$ 1,000,000 \$ 3,000,000
The following coverages are written on an Occurrence basis: B. FIRST AID EXPENSES --- EACH PERSON LIMIT C. DENTISTS BUSINESS LIABILITY --- EACH OCCURRENCE LIMIT DENTISTS BUSINESS LIABILITY --- ANNUAL AGGREGATE LIMIT (Coverage C and E only) PRODUCTS/COMPLETED OPERATIONS --- AGGREGATE LIMIT EMPLOYEE BENEFITS LIABILITY EBL Deductible -- Each Claim: \$ 1,000 D. MEDICAL EXPENSE --- EACH PERSON LIMIT E. HIRED AND NON-OWNED AUTO LIABILITY --- EACH OCCURRENCE LIMIT G. EMPLOYMENT PRACTICES LIABILITY LIMIT --- EACH OCCURRENCE EMPLOYMENT PRACTICES LIABILITY LIMIT --- ANNUAL AGGREGATE EPL Retroactive Date: 08/27/2000	\$ 5,000 \$ 1,000,000 \$ 3,000,000 \$ 3,000,000 \$ 300,000 \$ 5,000 \$ 1,000,000 \$ 25,000 \$ 25,000