

COUNTY OF SAN MATEO
Departmental Correspondence

DATE: November 21, 2001
HEARING DATE: December 4, 2001

TO: Honorable Board of Supervisors
FROM: Margaret Taylor, Interim Director, Hospital & Clinics Division MT
SUBJECT: Amendment to the Agreement with Retina-Vitreous Associates, Inc.

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an amendment to the agreement with Retina-Vitreous, Inc.

Background

Retina-Vitreous Associates is a group of retinal specialists practicing in San Mateo County. They perform consultations for patients that require expertise beyond that which is provided at San Mateo County Health Center. Contractor is paid 100% of the Medicare Part B Participating Fee Schedule.

On April 5, 2000 the Purchasing Agent approved an agreement for \$50,000 with Retina-Vitreous to provide ophthalmological/retinal services to medically indigent adult (MIA) patients referred by San Mateo County Health Center (SMCHC). The term of the agreement is April 1, 2000 through March 31, 2002.

On May 9, 2001 due to a substantial increase in the number of patients requiring retinal consultation, the Purchasing Agent approved a Change Order increasing the maximum amount of the agreement by \$50,000 to \$100,000.

Discussion

The number of referrals to Retina-Vitreous Associates has continued to increase. At this date we have a \$6,500 balance with a contract that expires March 31, 2002. Since January 2001 we have spent roughly \$4,868 per month. To cover services provided through March 2002 and payment of six months prior for pending Medi-cal it is estimated that an additional \$50,000 needs to be added to the contract.

The cost of referrals for retinal consultations has been discussed at the Hospital Utilization Review Committee. It is estimated that 90% of diabetic retinopathy is treated at the San Mateo County Health Center. The patients that are referred out are those that suffer from severe retinopathy condition, end stage diabetic retinopathy and/or macular detachment. A study is currently being conducted to evaluate the feasibility of providing fluorescein angiography at the San Mateo County Health Center. This would require a retinal specialist to provide treatment at the County. Evaluations of staffing and equipment costs are also being considered and discussed at the Utilization Review Committee. Although providing specialized eye care at San Mateo County Health Center is an alternative to cut costs, this option will not be realized during the term of this agreement.

The language regarding non-discrimination and equal benefits has been incorporated into this amendment.

Term and Fiscal Impact

The term of the agreement remains the same, from April 1, 2000 through March 31, 2002. The maximum amount of the agreement is increased by \$50,000 from \$100,000 to \$150,000. Contractor is paid 100% of the Medicare Part B Participating Fee Schedule. Funds are to come from the Hospital and Clinics FY2001-02 approved budget.

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AN
AMENDMENT TO THE AGREEMENT WITH
RETINA-VITREOUS ASSOCIATES, 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 Retina-Vitreous Associates, Inc. shall continue to provide ophthalmological/retinal services to medically indigent adult (MIA) patients referred by San Mateo County General Hospital; 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 RETINA- VITREOUS ASSOCIATES, INC.

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and RETINA-VITREOUS ASSOCIATES, INC. (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on January 13, 1998, 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 Exhibit A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) for the contract term.”

2. Section 6, Non-Discrimination, 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. Exhibit A, II. Amount and Method of Payment, Paragraph A is amended to read as follows:

“II. Amount and Method of Payment:

A. The maximum that County shall be obligated to pay under this Agreement is ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000). In the event this maximum is reached during the contract term, an agreement may be re-negotiated”

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 April 5, 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

RETINA-VITREOUS ASSOCIATES, INC.

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

By: 

Date: _____

Date: 11/7/01

ATTEST:

By: _____
Clerk of Said Board

Date: _____

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: RETINA-VITREOUS ASSOC., INC.
Contact Person: MARY MONTINI, MGR.
Address: 50 SO. SAN MATEO DR. # 125
SAN MATEO, CA 94401
Phone Number: 650 340-0111 Fax Number: 650 340-9689

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 7th day of Nov., 2001 at SAN MATEO, CA
(City) (State)

[Signature]
Signature

WALTER H. STERN
Name (Please Print)

M.D.
Title

94-2906234
Contractor Tax Identification Number

SCHEDULE C

Contract between County of San Mateo and Retina-Vitreous Associates, 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.



(415) 397-9700
 (800) 662-1051
 (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

JAMES D PALMER, MD
 2485 HOSPITAL DRIVE
 SUITE 200
 MOUNTAIN VIEW CA 94040

Origin 1

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

Policy Number	Limits of Liability	Annual Policy Period As of 12.01 each policy year
612255	1,000,000 each claim 3,000,000 aggregate D deductible	Effective Date: 01/01/01 Expiration Date: 01/01/02 Retro Date: 08/17/98

Current Medical Specialty 3928 OPHTHALMOLOGY

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 this policy described herein is subject to all the terms, exclusions and conditions of such policy. should the above policy be cancelled before the expiration date, NORCAL will endeavor to mail 10 days written notice to the certificate holder named above, but failing to provide such notice shall impose no obligation or liability of any kind upon the company or 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.
 DAVID R. HOLLEY, M.D.
 Secretary



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 (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

EDWIN EASTLAND BOLDREY, MD
 RETINA-VITREOUS ASSOC.
 2485 HOSPITAL DRIVE, STE 200
 MOUNTAIN VIEW CA 94040

Original

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
028265	1,000,000 each claim 3,000,000 aggregate 0 deductible	Effective Date: 01/01/01 Expiration Date: 01/01/02 Retro Date: 07/15/91

Current Medical Specialty: 8928 OPHTHALMOLOGY

Certificate Holder

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By: NORCAL Mutual Insurance Company

Date: 11/10/00

DAVID R. HOLLEY, M.D.
 Secretary



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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

STERLING J HAIDT, MD
RETINA-VITREOUS ASSOC.
2485 HOSPITAL DRIVE STE 200
MOUNTAIN VIEW CA 94040

Original

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

Policy Number	Limits of Liability	Annual Policy Period Ag of 12:01 a.m. local time
020642	1,000,000 each claim 3,000,000 aggregate 0 deductible	Effective Date: 01/01/01 Expiration Date: 01/01/02 Retro Date: 09/06/83

Current Medical Specialty: 8928 OPHTHALMOLOGY

Certificate Holder

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By: NORCAL Mutual Insurance Company

Date: 11/10/00

DAVID R. HOLLEY, M.D.
Secretary



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CERTIFICATE OF INSURANCE

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Name and Address of Insured

MARK R. WIELAND, MD
 RETINA-VITREOUS ASSOC
 2485 HOSPITAL DRIVE, STE 200
 MOUNTAIN VIEW CA 94040

Original

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

Policy Number	Limits of Liability	Annual Policy Period As of 12/31 a.m. local time
092123	1,000,000 each claim 3,000,000 aggregate 0 deductible	Effective Date: 01/01/01 Expiration Date: 01/01/02 Retro Date: 08/15/90

Current Medical Specialty: 8928 OPHTHALMOLOGY

Certificate Holder

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Date: 11/10/00

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 DAVID R. HOLLEY, M.D.
 Secretary



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CERTIFICATE OF INSURANCE

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Name and Address of Insured

WALTER HENRY STERN, MD
 RETINA-VITREOUS ASSOC.
 2485 HOSPITAL DRIVE, STE 200
 MOUNTAIN VIEW CA 94040

Original

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
027160	1,000,000 each claim 3,000,000 aggregate 0 deductible	Effective Date: 01/01/01 Expiration Date: 01/01/02 Retro Date: 01/01/90

Current Medical Specialty: 8928 OPHTHALMOLOGY

Certificate Holder

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