

COUNTY OF SAN MATEO  
Departmental Correspondence

DATE: December 5, 2001  
HEARING DATE 12/18/2001

TO: Honorable Board of Supervisors

FROM: Margaret Taylor, Interim CEO, Hospital and Clinics Division *MT*

SUBJECT: Second Amendment to the Agreement with Medical Associates  
of San Mateo County, Inc. (MASMC)

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute a second amendment to the agreement with Medical Associates of San Mateo County, Inc. (MASMC) to cover cost of living and benefits adjustments for nurse practitioners and physicians assistants.

Background

Health Services has contracted with Medical Associates of San Mateo County (MASMC) since 1998 to provide specialty medical care to clients. In October 2000, your Board approved a \$240,000 agreement with MASMC to provide an augmentation to be used only for payment to California Emergency Physicians (CEP), a MASMC subcontractor. In August 2001 you extended the entire agreement through March 31, 2002 and increased the maximum amount by \$180,000 through the new term.

Discussion

This proposed amendment will cover the base pay increases and benefits paid to MASMC physician extenders (nurse practitioners and physician assistants) used in the medical clinics and emergency room since the inception of the MASMC contract. These positions were included in the original agreement and have always been employed by the physician groups who provide direct supervision and scheduling.

These recommended increases reflect what the County has paid to hospital employed physician extenders in accordance with negotiated labor agreements. The workers perform similar duties to those positions covered by labor contracts. In the original MASMC agreement, this issue of increases was subject to the meet and confer policy; that process has now occurred. In the spirit of compromise and with an understanding of San Mateo County Health Center's financial constraints, MASMC has agreed to drop all old financial issues related to administrative support and fees and to the volume of county patients, if this increase is approved.

Term and Fiscal Impact

This amendment covers the entire term of the agreement from April 1998 through March 31, 2002, and includes all negotiated agreements through October 2001. The increase totals \$95,796 for the term of the agreement.

Funds to cover this cost are available in the outside contractors account and will be transferred to the MASMC contract with your approval. Total cost of this contract is now \$515,796 for the full term. There is no increase in the net county cost of the Health Center as a result of this action.

RESOLUTION NO. \_\_\_\_\_

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

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF A SECOND AMENDMENT  
TO THE AGREEMENT WITH  
MEDICAL ASSOCIATES OF SAN MATEO COUNTY, 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 Medical Associates of San Mateo County (MASMC) Inc., will be paid cost of living increases and benefits for physician extenders for the full term of the contract in exchange for MASMC dropping all claims for administrative fees and volume increases; 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 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.

SECOND AMENDMENT TO THE AGREEMENT WITH  
MEDICAL ASSOCIATES OF SAN MATEO COUNTY, INC.

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and Medical Associates of San Mateo County, Inc. (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on October 3, 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, on August 14, 2001, the Original Agreement was amended to increase the maximum amount by \$180,000, to extend the term of the agreement nine months through March 31, 2002 and to include the Non-discrimination and Equal Benefits language; 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 FIVE HUNDRED FIFTEEN THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS (\$515,796) for the contract term.”

2. Schedule B, Payments, third paragraph, Other Provisions, is hereby amended to read as follows:

“Other Provisions:

- A. This contract authorizes only payment for services provided to patients inside San Mateo County General Hospital and at its outpatient clinic service.
- B. For the period July 1, 2000 through June 30, 2002, County shall pay Contractor a flat monthly fee of \$20,000 which shall be used only for payment to California Emergency Physicians.
- C. \$95,796 is to be paid to MASMC on the signing of this contract, in order to cover base pay increases and benefits paid to MASMC physician extenders (AMS and CEP nurse practitioners and physicians assistants).
- C. In no event shall County's total fiscal obligation pursuant to this contract exceed FIVE HUNDRED FIFTEEN THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS (\$515,796)”

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 October 3, 2000, be amended accordingly.

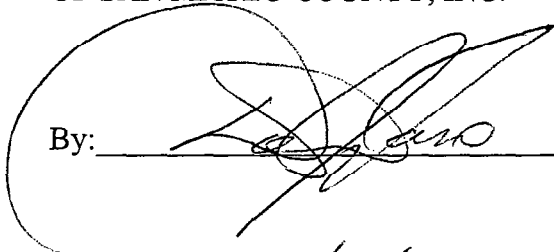
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

MEDICAL ASSOCIATES  
OF SAN MATEO COUNTY, INC.

By: \_\_\_\_\_  
President, Board of Supervisors

By: \_\_\_\_\_



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

Date: 12/03/01

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

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

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

July 19, 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: Medical Associates of San Mateo County, Inc.

DO THEY TRAVEL: No

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES: More than one

DUTIES (SPECIFIC) : Medical Associates of San Mateo County, Inc. will provide emergency services in the Department of Surgery, Division of emergency Services.

COVERAGE:

Comprehensive General Liability:	\$ _____
Motor Vehicle Liability:	\$ _____
Professional Liability:	\$ _____
Worker's Compensation:	\$ _____

APPROVE \_\_\_\_\_

WAIVE

MODIFY \_\_\_\_\_

REMARKS/COMMENTS:

County provides coverage

Priscilla Morse  
SIGNATURE