



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: May 23, 2011
BOARD MEETING DATE: June 21, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: Jean S. Fraser, Chief, Health System
SUBJECT: Agreement between the County of San Mateo and the Health Plan of San Mateo

RECOMMENDATION:

Adopt a Resolution authorizing the:

- A) President of the Board to execute an Agreement with the Health Plan of San Mateo to complete a pilot for an inter-disciplinary team-based care management model for high utilization patients for the term December 1, 2010 through December 31, 2013, for a maximum obligation of \$177,500; and
- B) Chief of Health System or designee to execute contract amendments which modify the County's maximum obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

BACKGROUND:

On April 30, 2010, the Health Plan of San Mateo (HPSM), in coordination with the San Mateo County Health System (Health System), submitted a grant proposal to the Gordon and Betty Moore Foundation in support of a pilot of an inter-disciplinary team-based care management model for Health Plan of San Mateo. The pilot focuses on patients who are frequently hospitalized and/or frequently visit the Emergency Department, most of whom have multiple chronic conditions. On October 1, 2010, HPSM was notified that they were awarded a grant to conduct this pilot.

DISCUSSION:

The Health System will participate in this pilot by providing a Social Worker from Aging and Adult Services and a Physician from the Ron Robinson Senior Care Center to work as part of this inter-disciplinary team. HPSM will reimburse the County for participation in the pilot. The pilot will result in improved health outcomes, reduced Emergency Department visits and hospitalizations, and a commitment by HPSM to fully implement and sustain the new model if successful.

The Agreement and Resolution have been reviewed and approved by County Counsel.

Approval of the Agreement contributes to the Shared Vision 2025 commitment of a Healthy Community by improving access to appropriate levels of health care for adults with high utilization of emergency care living in San Mateo County. It is anticipated that 80 eligible patients will be enrolled in the pilot project. Performance data will be gathered and reported as an element of the pilot project. It is anticipated that the outcome will be improved quality outcomes including better health status, improved quality of life and increased patient satisfaction, along with reduced Emergency Department visits and hospitalizations.

Performance Measure(s):

Measure	FY 2009-10 Actual	FY 2010-11 Projected
Number of patients participating in the pilot program	N/A*	80

*This is a new measure

FISCAL IMPACT:

The term of the Agreement is December 1, 2010 through December 31, 2013. The maximum funding is not to exceed \$177,500. Of that amount, the following maximum budget obligations apply: \$146,250 for Aging and Adult Services and \$31,250 for the San Mateo Medical Center. It is anticipated that the FY 2010-11 project budget will not exceed \$58,000, and will be absorbed into the individual division's FY 2010-11 Adopted Budget. Funding and expenses will be included in individual division Recommended Budgets for FY 2011-12 and FY 2012-13. There is no Net County Cost.

RESOLUTION NO. _____

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

* * * * *

ADOPT A RESOLUTION AUTHORIZING THE: A) PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH THE HEALTH PLAN OF SAN MATEO TO COMPLETE A PILOT FOR AN INTER-DISCIPLINARY TEAM-BASED CARE MANAGEMENT MODEL FOR HIGH UTILIZATION PATIENTS FOR THE TERM DECEMBER 1, 2010 THROUGH DECEMBER 31, 2013, FOR A MAXIMUM OBLIGATION OF \$177,500; AND B) CHIEF OF HEALTH SYSTEM OR DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND /OR MODIFY THE CONTRACT TERM AND /OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS

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

WHEREAS, on April 30, 2010, the Health Plan of San Mateo (HPSM), in coordination with the San Mateo County Health System (Health System), submitted a grant proposal to the Gordon and Betty Moore Foundation in support of an inter-disciplinary team-based care management model for Health Plan of San Mateo high utilization patients, most of whom have multiple chronic conditions; and

WHEREAS, on October 1, 2010, HPSM was notified that they were awarded a grant to conduct this pilot; and

WHEREAS, the Health System will participate in this pilot by providing and Aging and Adult Services Social Worker, and a Physician from the Ron Robinson Senior Center to work as part of this inter-disciplinary team; and

WHEREAS, funding from the grant via HPSM will pay for these positions; and

WHEREAS, the pilot will result in improved quality outcomes, reduced
Emergency Department visits and hospitalizations; and

WHEREAS, there has been presented to this Board for its consideration and
acceptance an Agreement, reference to which is hereby made for further particulars,
whereby the Health Plan of San Mateo will reimburse the County for participation in said
pilot for the period December 1, 2010 through December 31, 2013, for a total
compensation not to exceed \$177,500 during the contract term; and

WHEREAS, this Board has considered the Agreement and approved it as to
both form and content and desires to enter into it.

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

BE IT FURTHER RESOLVED that the Chief of Health System or designee be
authorized to execute contract amendments which modify the County's maximum
obligation by no more that \$25,000 (in aggregate), and/or modify the contract term
and/or services so long as the modified term or services is/are within the current or
revised fiscal provisions.

* * * * *

**AGREEMENT BETWEEN THE HEALTH PLAN OF SAN MATEO
AND
COUNTY OF SAN MATEO**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the San Mateo Health Commission and the San Mateo Community Health Authority dba Health Plan of San Mateo, an independent public agency established by the San Mateo County Board of Supervisors pursuant to WIC section 14087.51, hereinafter called “PLAN” and County of San Mateo hereinafter called "CONTRACTOR";

W I T N E S S E T H:

WHEREAS, Chapter 2.68 of the San Mateo County Ordinance Code authorizes PLAN to arrange for the provision of health care services to qualifying individuals who lack sufficient annual income to meet the cost of health care; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of participating in a pilot program of an interdisciplinary team-based care management model for the PLAN’s high utilization patients, most of whom have multiple chronic conditions.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A - Services
- Exhibit B - Payments and rates
- Attachment H - HIPAA Business Associate requirements
- Attachment I - § 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for PLAN in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," PLAN shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The PLAN reserves the right to withhold payment if the PLAN determines that the quantity or quality of the work performed is unacceptable. In no event shall the PLAN's total fiscal obligation under this Agreement exceed One Hundred Seventy-Seven Thousand Five Hundred Dollars and no cents, (\$177,500.00).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2010 through December 31, 2013.

This Agreement may be terminated by Contractor, the PLAN Chief Executive Officer or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the PLAN and shall be promptly delivered to the PLAN. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The PLAN may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the PLAN learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the PLAN and that Contractor acquires none of the rights, privileges, powers, or advantages of PLAN employees.

The parties to this Agreement acknowledge and agree that the HPSM is a separate legal entity from the County of San Mateo (the "County"), that the County and its officials, employees and agents are not responsible for the obligations of the HPSM, and that (except if the County is a direct party to this Agreement) the parties to this Agreement do not intend to, and do not have the power to, confer on any person or entity any rights or remedies against the County or any officials, employees or agents of the County.

7. **Hold Harmless**

Contractor shall indemnify and save harmless PLAN, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of PLAN, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which PLAN has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. **Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of PLAN. Any such assignment or subcontract without the PLAN's prior written consent shall give PLAN the right to automatically and immediately terminate this Agreement.

9. **Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by PLAN, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the PLAN with certificates of insurance evidencing the required coverage as is necessary to protect PLAN and its officers, agents and employees in the discharge of its responsibilities and obligations under this agreement.

(1) **Worker's Compensation and Employer's Liability Insurance**

The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance**

The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Professional Liability \$1,000,000

PLAN and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the PLAN, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the PLAN or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the PLAN at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. **Compliance with laws; payment of Permits/Licenses**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to PLAN upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the Chief Executive Officer, including but not limited to:
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a PLAN contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the Chief Executive Officer.

Contractor shall report to the Chief Executive Officer 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 30 days of such filing, provided that within such 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 PLAN with a copy of their response to the Complaint when filed.

- E. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records, Right to Monitor and Audit

- (a) Contractor shall maintain all required records for three (3) years after the PLAN makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the PLAN, a Federal grantor agency, and the State of California.

- (b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the PLAN.
- (c) Contractor agrees to provide to PLAN, to any Federal or State department having monitoring or review authority, to PLAN's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

13. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices

Any notice, request, demand, or other communication required or which may be given relative to this Agreement shall be in writing and shall be delivered or sent postage prepaid by certified, registered or express mail, courier services (Airborne, Federal Express, UPS, etc.) or other means which can provide written proof of deliver and shall be deemed given two (2) days after the date of mailing unless written proof indicates differently, and is to be addressed as follows:

In the case of PLAN, to:

Health Plan of San Mateo
Attn: Maya Altman, Chief Executive Officer
701 Gateway Blvd., Suite 400
South San Francisco, CA 94080

In the case of Contractor, to:

San Mateo County Health System
Attn: Jean Fraser, Health System Chief
225 37th Avenue, Room 178
San Mateo, CA 94403

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

HEALTH PLAN OF SAN MATEO

COUNTY OF SAN MATEO

By: _____
Maya Altman
Chief Executive Officer

By: _____
President, Board of Supervisors
San Mateo County

Attest:

By: _____
Clerk of Said Board

Date: _____

Date: _____

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

1. Hire/Identify project staff, including a San Mateo Medical Center Medical Director of Ron Robinson Senior Care Center (RRSCC), an Aging and Adult Services (AAS) Social Worker to participate fully in a pilot of inter-disciplinary team-based care management model for Health Plan of San Mateo high utilization patients.
2. Complete the pilot of inter-disciplinary team-based care management model for HPSM high utilization patients (with at least 10 patients from RRSCC completing the pilot), including evaluation, business case and whether to fully implement.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", PLAN shall pay Contractor based on the following fee schedule:

1. PLAN shall act as the fiscal intermediary for the grant and pay Contractor for services as listed below and in accordance with the terms of this Agreement.

Medical Director of RRSCC	\$31,250.00
AAS Social Worker	\$146,250.00

2. Total amount to be paid under this contract is not to exceed One Hundred Seventy-Seven Thousand Five Hundred Dollars and no cents (\$177,500).
3. Contractor may submit invoices quarterly.
4. Payment will be made to Contractor within thirty (30) days of receipt of invoice from Contractor. Each payment shall be conditioned on the performance of the services described in exhibit A to the full satisfaction of the Chief Executive Officer or his/her designee.
5. Any expenses to be charged to PLAN pursuant to this Agreement must be approved by the Chief Executive Officer or his/her designee prior to incurring said expenses. Such expenses shall include any travel, office or other expenses incurred in the performance of tasks under this Agreement.
6. Payment shall be made to the following payee:

Name: County of San Mateo
Attn: Gina Wilson
225 37th Avenue
San Mateo, CA 94403

Phone #: (650) 573-2383
Tax ID: 94-6000532

Distribution – Originals to Contractor and Finance Department; 1 copy to each: Executive Office, originating HPSM Department Short Form Agreement/Business Associate v 12/08/05