



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: January 4, 2012
BOARD MEETING DATE: February 14, 2012
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Susan Ehrlich, MD, MPP, Chief Executive Officer
San Mateo Medical Center

SUBJECT: Amendment to the Agreement with The Regents of University of California

RECOMMENDATION:

Adopt a Resolution authorizing the:

- A) President of the Board to execute an Amendment to the Agreement with The Regents of University of California to provide dermatology and teledermatology services increasing the total by \$94,000 to \$188,000 and extending the term by one year for a new term of October 1, 2010 through September 30, 2012; and
- B) Chief of the Health System or designee to execute contract amendments which modify the County's maximum fiscal 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 January 10, 2011, the County Manager approved an Agreement with The Regents of University of California, Department of Dermatology (UCSF) to provide teledermatology screening and dermatology clinics at San Mateo Medical Center (SMMC). Converting from dermatology physician services to telemedicine with physician clinic coverage results in a net annual savings of \$66,000.

DISCUSSION:

An Amendment to the current Agreement is needed to allow for continuation of service. The services provided under the current Agreement include 24 hour, 7 days per week teledermatology coverage and one day of dermatology clinic. Most skin problems are non-life threatening and by using teledermatology to take and send a picture of the affected area to the doctor, appropriate treatment can be prescribed for the patient without having the patient return on clinic day. This also frees up time on clinic day for the treatment of more serious issues.

The Amendment and Resolution have been reviewed and approved by County Counsel as to form.

The Amendment is late in being presented to the Board due to the failure of the vendor to sign and return the Amendment in a timely manner.

The contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

This Amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by providing access to dermatology services, which include the identification and treatment of various skin cancers, to residents of San Mateo County. As a safety net hospital SMMC is acutely aware of the importance of controlling hospital borne infections. Failure to control infection results in higher cost to the County for additional care of those patients who become victims of a preventable infection. It is anticipated that 100% of all dermatology services provided will adhere to the infection control standards as defined by the Joint Commission and Title 22 of the State of California Code of Regulations, which will result in reduced risk of healthcare-associated infections.

Performance Measure:

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Reduce the risk of healthcare-associated infections and adhere to infection control standards as defined by Joint Commission, Title 22, and other applicable standards	100%	100%

FISCAL IMPACT:

The term of this amended Agreement is October 1, 2010 through September 30, 2012. The maximum fiscal obligation is \$188,000. Funds in the amount of \$94,000 are included in the SMMC FY 2011-12 Adopted Budget and \$23,499 will be included in the SMMC FY 2012-13 Recommended Budget. Similar arrangements will be made for future budget years.

Expenses at SMMC are covered by fees for services or third-party payors whenever possible. The portion of expenses for services provided to the medically indigent or to those covered by programs that do not meet the full costs of care are covered by the County's General Fund contribution to SMMC.

RESOLUTION NO. _____

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

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RESOLUTION AUTHORIZING THE: A) PRESIDENT OF THE BOARD TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE REGENTS OF UNIVERSITY OF CALIFORNIA TO PROVIDE DERMATOLOGY AND TELEDERMATOLOGY SERVICES INCREASING THE TOTAL BY \$94,000 TO \$188,000 AND EXTENDING THE TERM BY ONE YEAR FOR A NEW TERM OF OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2012; AND B) CHIEF OF THE HEALTH SYSTEM OR DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL 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 January 10, 2011, the County Manager approved an Agreement with The Regents of The University of California (UCSF) to provide teledermatology screening and dermatology clinics at San Mateo Medical Center (SMMC); and

WHEREAS, the County and UCSF wish to amend the Agreement by extending the term by one year to September 30, 2012, and increasing the total obligation by \$94,000 to \$188,000; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Amendment 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 the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal 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.

* * * * *

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE REGENTS OF UNIVERSITY OF CALIFORNIA**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The Regents of University of California, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for dermatology and teledermatology services on January 10, 2011; and

WHEREAS, the parties wish to amend the Agreement to extend the term by one year to September 30, 2012 and increase fiscal obligation by \$94,000 to a maximum fiscal obligation of \$188,000.

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

1. Section 4, Term and Termination, Paragraph 4.1 of the agreement is amended to read as follows:

The term of this Agreement shall be for a two year period beginning on the effective date of October 1, 2010, and shall end on September 30, 2012, unless terminated as set forth herein.

2. Original Exhibit 3.1, Billing Procedure and Compensation Schedule is replaced in its entirety by Revised Exhibit 3.1, (rev. October 18, 2011), which is attached hereto and incorporated herein by reference.
3. **All other terms and conditions of the Agreement dated January 10, 2011, between the County and Contractor shall remain in full force and effect.**

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

THE REGENTS OF UNIVERSITY OF CALIFORNIA

Contractor's Signature

Date: _____

REVISED EXHIBIT 3.1

BILLING PROCEDURE AND COMPENSATION SCHEDULE

In consideration of the services specified in Exhibit 1.2, County will pay University as follows:

- I. Contractor shall be paid a fixed rate of SEVEN THOUSAND EIGHT HUNDRED THIRTY THREE DOLLARS (\$7,833) per month for each of the 24 months during the term of this Agreement.
- II. The term of this Agreement is October 1, 2010 through September 30, 2012. Total payments for services performed under this Agreement shall not exceed ONE HUNDRED EIGHTY EIGHT THOUSAND DOLLARS (\$188,000).
- III. The components of the total cost for this Agreement are as follows:
 - A. Transportation \$2,000 per year
 - B. Computer Maintenance \$1,000 per year
 - C. Dermatology Pathology \$7,000 per year to be provided by UCSF and not outsourced
 - D. Dermatologist and Teledermatology \$84,000 per year

On a monthly basis once an invoice has been received from University, payment to be sent from County (San Mateo Medical Center) within fifteen (15) working days. County shall remit payment to:

Mounira Kenaani, MBA
Department Manager, Dermatology
University of California
2200 Post Street, Suite C-130
San Francisco, CA 94143-1214

- IV. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of this Exhibit. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.