

AGREEMENT WITH ROSS DEBOSKEY, M.D.

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Ross DeBoskey, M.D., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Mental Health Services Division; and

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;

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide outpatient mental health services as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

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 ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. 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.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, 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, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings

under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, 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 County 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.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

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, County 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.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. 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 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 or by any subcontractor 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 not be less than the amounts specified below.

Such insurance shall include:

- 1) Professional Liability\$1,000,000.00

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County 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 County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

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 contract 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.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit 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.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

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, including, but not limited to, 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.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County
Attn.: Provider Relations, 3rd Floor
225 37th Avenue
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

Ross DeBoskey, M.D.
950 John Daly Blvd. #320
Daly City, CA 94015

B. 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.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2002 through June 30, 2005. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon sixty (60) days' written notice to the other party.

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

COUNTY OF SAN MATEO

ROSS DEBOSKEY, M.D.

By: _____
Jerry Hill, President
Board of Supervisors, San Mateo County

By: Ross D. Deboskey M.D.
Contractor

Date: _____

Date: 6/22/02

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE A

ROSS DEBOSKEY: 2002-2005

A. Psychiatric Services

In full consideration of the payments herein provided for, Contractor shall provide psychiatric outpatient services for adults and adolescents in a manner consistent with the terms and provisions of the Agreement. Outpatient services shall further be provided in a manner consistent with the San Mateo County Mental Health Plan Outpatient Provider Manual (hereinafter "MHP Outpatient Manual"), which is incorporated by reference herein.

B. Authorization

Outpatient Services

County is responsible for authorization for payment of medically necessary outpatient psychiatric services for Medi-Cal beneficiaries, clients who are known to be indigent for whom the MHP has assumed responsibility, and members of Healthy Families and Healthworx. Contractor shall communicate with the ACCESS Team and submit client treatment plans and other substantive documentation in accordance with the MHP Outpatient Manual.

C. Quality Management and Utilization Review

1. Compliance

Contractor shall comply with policies established in the MHP Outpatient Manual, Department of Mental Health letters and notices, and relevant State and Federal codes and regulations governing outpatient practice in California.

2. Confidentiality

All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to County's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as County requires of its own personnel. Contractor shall not, however, be required by this

paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

D. Records

Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

E. Assurances

Contractor shall adhere to Title XIX of the Social Security Act (42 U.S.C) and conform to all applicable federal and state statutes and regulations.

F. Definitions

The following definitions apply to this Agreement:

1. Medi-Cal Beneficiary: Any person certified as eligible for Medi-Cal in San Mateo County according to Section 51001, Title 22, Code of California Regulations.

G. Amendments

The Director of Health Services or her designee may execute minor amendments and adjustments, such as cost of living increases, up to \$25,000.

SCHEDULE B

ROSS DEBOSKEY: 2002-2005

PAYMENTS

A. The following negotiated rates shall apply:

<u>CPT Code</u>	<u>Description</u>	<u>Rate*</u>	<u>Child or Adolescent Rate*</u>
P0805	Individual Medical Psychotherapy, 20 to 30 minutes	61.00	68.00
P0807	Individual Medical Psychotherapy, 45 to 50 minutes	95.00	105.00
P8255	15 minute clinical consultation (telephone)	10.00	N/A
P0847	Family Therapy, 60 minute session	75.00	N/A
90853	Group Medical Therapy, per person, 15 minute session	4.12	N/A
G9030	Group Medical Therapy, per person, 30 minute session	8.10	N/A
G9045	Group Medical Therapy, per person, 45 minute session	12.15	N/A
G9060	Group Medical Therapy, per person, 60 minute session	16.20	N/A
G9075	Group Medical Therapy, per person, 75 minute session	20.25	N/A
G9090	Group Medical Therapy, per person, 90 minute session	24.30	N/A
G9105	Group Medical Therapy, per person, 105 minute session	28.35	N/A
G9120	Group Medical Therapy, per person, 120 minute session	32.40	N/A
90862	Psychiatric Somatotherapy (pharmacologic management)	61.00	68.00
90870	Electroconvulsive therapy - single seizure	55.35	N/A
99205	Initial Assessment, Outpatient, high complexity	109.00	121.00
99221	Hospital care, initial, low complexity, 30 minutes	33.12	N/A
99222	Hospital care, initial, moderate complexity, 50 minutes	70.66	N/A
99223	Hospital care, initial, high complexity, 70 minutes	125.00	N/A
99231	Hospital care, subsequent, low complexity, 15 minutes	27.60	N/A
99232	Hospital care, subsequent, moderate complexity, 25 minutes	36.43	N/A
99233	Hospital care, subsequent, high complexity, 35 minutes	70.00	N/A
99241	Consultation, office, straight forward, 15-30 minutes	29.52	N/A

<u>CPT Code</u>	<u>Description</u>	<u>Rate*</u>	<u>Child or Adolescent Rate*</u>
99243	Consultation, office, low complexity, 40 minutes	49.20	N/A
99244	Consultation, office, moderate complexity, 60 minutes	68.88	N/A
99254	Initial Inpatient Consultation, 80 minutes	93.00	103.00
99263	Follow-up Inpatient Consultation, 30 minutes	40.00	44.00
99273	Confirmatory Consultation	51.25	N/A
99282	Emergency Department Visit, low complexity	20.89	N/A
99283	Emergency Department Visit, moderate complexity	38.22	N/A
99285	Emergency Department Visit, high complexity	92.64	N/A
99301	Nursing Facility Visit, comprehensive assessment, low complexity, 30 minutes	36.43	N/A
99303	Nursing Facility Visit, comprehensive assessment, moderate/high complexity, 50 minutes	70.31	N/A
99311	Nursing Facility Visit, subsequent care, low complexity, 15 minutes	13.25	N/A
99313	Nursing Facility Visit, subsequent care, moderate/high complexity, 30 minutes	38.64	N/A
99321	Domiciliary, rest home visit, new patient, low severity	40.85	N/A
99322	Domiciliary, rest home visit, new patient, moderate severity	49.68	N/A
99323	Domiciliary, rest home visit, new patient, high severity	71.76	N/A
99331	Domiciliary, rest home visit, established patient, low complexity	18.77	N/A
99332	Domiciliary, rest home visit, established patient, moderate complexity	34.22	N/A
99333	Domiciliary, rest home visit, established patient, high complexity	40.85	N/A

* Spanish and Tagalog bilingual differential paid with prior request at time of initial authorization. Other languages on a case-by-case basis as determined by the ACCESS Team.

B. METHOD OF PAYMENT

1. PAYMENT

Contractor shall be compensated for services provided to the beneficiaries listed below when the County authorizes such services.

- i. San Mateo County Medi-Cal beneficiaries, who are Medi-Cal eligible at the time of referral and authorization. It is the Contractor's responsibility to ensure that the client is eligible at the time services are provided.
 - ii. Clients who are covered by the Healthy Families Program, a state insurance program for low-income children, and Healthworx, an insurance program for caregivers of home-bound clients. The MHP will refer and authorize these clients for services.
 - iii. Clients known to be indigent, for whom the MHP has assumed responsibility. The MHP will refer and authorize services on a case-by-case basis.
- C. Rate increases after the first year shall be at the sole discretion of the Health Services Director, or her designee. In no event shall the maximum, but not guaranteed, compensation for the contract/agreement term exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000), or the amount specified in paragraph 2.A. of the Agreement.
- D. Contractor shall bill any third party payor financially responsible for a beneficiary's health care services. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement. Payment information from third party payors must be submitted with billing.
- E. Contractor shall obtain and complete claim forms (as are currently in use by the Medi-Cal program as issued by the State Fiscal Intermediary) for all services rendered to beneficiaries and authorized by County, and send all claims, along with evidence of authorization, to County within one hundred eighty (180) days from the service date.
- F. Unless beneficiary has other health insurance coverage under Medicare, CHAMPUS, Kaiser, Blue Cross/Blue Shield, or a known insurance carrier or health plan, Contractor shall look only to County for compensation for covered services and, with the exception of authorized co-payments, shall at no time seek compensation from beneficiary.
- G. -Upon mutual agreement of County and Contractor, County may refer County indigent clients to Contractor, and in this event, all terms of this Agreement pertain.
- H. It is expressly understood and agreed between the parties hereto that County shall not authorize payment to Contractor unless Contractor adheres to the policies and procedures specified in the MHP Outpatient Provider Manual. It is further agreed that County shall not authorize payment for services unless Contractor has provided County with evidence of insurance coverage as outlined in paragraph 5. of this Agreement.
- I. It is understood that any payments received from County or third party insurers for

services rendered under this Agreement shall be considered as payment in full and Contractor cannot look to the client for reimbursement for the units of service provided under this Agreement, except as provided for under Medi-Cal Share of Cost regulations.

- J. County and/or its appropriate audit agency or any other authorized state or federal agency shall have the right to inspect all records to evaluate the cost, quality, appropriateness, and timeliness of services. When an audit discloses that Contractor has been overpaid under this Agreement, any such overpayment or excess payments over liability may be recouped by the state and/or County by withholding the amount due from future payments or by cash payment by Contractor. Contractor has the right to appeal audit findings according to applicable procedural requirements of the regulations adopted pursuant to Sections 5775, et seq. and 14680, et seq. of the Welfare and Institutions Code.

- K. County will perform eligibility and financial determinations, in accordance with State Department of Mental Health Uniform Method of Determining Ability to Pay, for all clients.

SCHEDULE C

Contract between County of San Mateo and Ross DeBoskey, M.D., 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.

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. employs fewer than 15 persons.
- b. employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Ross A De Boskey m.p.
Name of 504 Person - Type or Print

Ross A De Boskey
Name of Contractor(s) - Type or Print

950 John Daly # 320
Street Address or P.O. Box

Daly City
City

CA 94015
State Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

6/4/02
Date

Ross A De Boskey m.p.
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Ross A De Boskey M.D.
Contact Person: Same
Address: 950 John Daly # 320, Daly City CA 94015
Phone Number: 650-756-6933 Fax Number:

II Employees

Does the Contractor have any employees? Yes X 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 4th day of June, 2001 at Daly City, CA (City) (State)

Ross A De Boskey Signature M.D. Title

Ross A. De Boskey Name (Please Print) Contractor Tax Identification Number

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: June 26, 2002
TO: Priscilla Morse, Risk Management/Insurance Division
FROM: Barbara DeBord, Mental Health Services/PONY #MLH 322

CONTRACTOR: Ross DeBoskey, M.D.

DO THEY TRAVEL: No

PERCENT OF TRAVEL TIME: N/A

NUMBER OF EMPLOYEES: N/A

DUTIES (SPECIFIC): See attached agreement

COVERAGE:

Comprehensive General Liability:	<u>SN/A</u>
Motor Vehicle Liability:	<u>SN/A</u>
Professional Liability:	<u>\$1,000,000.00</u>
Worker's Compensation:	<u>SN/A</u>

APPROVE X WAIVE _____ MODIFY _____

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE



CERTIFICATE OF INSURANCE

Insured's Name & Professional Office Premises:		Claims-Made Medical Professional Liability:	
Ross A Deboskey MD 950 John Daly Blvd #320 Daly City, CA 94015		This certificate is issued as a matter of information and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy described below.	
The Above Insured is:		Producer & Address (if applicable):	
<input checked="" type="checkbox"/> Named Insured	<input type="checkbox"/> Additional Insured	The Doctors' Company Insurance Serv 185 Greenwood Road Napa, CA 94558	
<input type="checkbox"/> Locum Tenens	<input type="checkbox"/> Additional Named Insured	(707) 226-0100	
Policy Number: 0022923			
Specialty: PSY01 PSYCHIATRY			
Retroactive Date: 04/15/78 Policy Period: 04/15/02 To 04/15/03 Issue Date: 03/01/02			
Coverage		Limits of Liability	
Professional Liability - per claim		\$1,000,000	
Professional Office Premises Liability			
A. Bodily Injury Liability - per claim		\$1,000,000	
B. Property Damage Liability - per claim		\$50,000	
C. The Per Accident Limit of Liability shall not exceed		\$1,500,000	
Annual Aggregate of Liability per Policy Year Shall Not Exceed		\$3,000,000	

Certificate Holder:

Ross A Deboskey M.D.

- I. LOCUM TENENS AND ADDITIONAL INSURED SHARE LIMITS OF LIABILITY WITH THE NAMED INSURED.
- II. SHOULD THE ABOVE-DESCRIBED POLICY BE CANCELED OR THE TERMS AND CONDITIONS OF THE POLICY BE CHANGED BEFORE THE EXPIRATION DATE THEREOF, THE DOCTORS' COMPANY IS UNDER NO OBLIGATION OR LIABILITY OF ANY KIND TO NOTIFY THE CERTIFICATE HOLDER.
- III. PHOTOCOPIES OF THE CERTIFICATE OF INSURANCE ARE DEEMED AS VALID AS THE ORIGINAL.

Bruce S. Crile
 Authorized Representative
 THE DOCTORS' COMPANY
 185 Greenwood Road, P.O. Box 2900, Napa, CA 94558-0900
 (707) 226-0100, (800) 421-2368

W-9

March 1994

Department of the Treasury
Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do NOT
send to the IRS.

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)

Ross A. De Boskey M.O

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box: Individual/Sole proprietor Corporation Partnership Other

Address (number, street, and apt. or suite no.)
950 John Daly # 320

Requester's name and address (optional)

City, state, and ZIP code
Daly City CA 94015

Part I Taxpayer Identification Number (TIN)

List account number(s) here (optional)

Enter your TIN in the appropriate box. For duals, this is your social security number. For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a TIN, see How To Get a TIN below.

Social security number

OR

Employer identification number

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

If the account is in more than one name, see the chart on page 2 for guidelines on whose name to enter.

Part III Certification

Under penalties of perjury, I certify that:
The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Exception.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement, and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Signature Ross A. De Boskey

Date 6/4/02

For more information on backup withholding, see the Internal Revenue Code.
Use of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report to the IRS the amount of interest or dividends paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN). When applicable, (1) to certify the TIN is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, (3) to claim exemption from backup withholding if you are an exempt payee. Reporting your correct TIN and making the appropriate certifications will prevent backup payments from being subject to backup withholding.
Note: If a requester gives you a form other than a W-9 to request your TIN, you must give the requester's form if it is substantially similar to this Form W-9.

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.
If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:
1. You do not furnish your TIN to the requester, or
2. The IRS tells the requester that you furnished an incorrect TIN, or
3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester

interest and dividend accounts opened after 1983 only), or
5. You do not certify your TIN. See the Part III instructions for exceptions.
Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate Instructions for the Requester of Form W-9.
How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.
If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

BOARD AGENDA ROUTING SLIP

DIVISION: Mental Health

SUBJECT: ROSS DeBoskey, M.D.

FILE NAME: SVSMCHSA1C/HEALTH CONTRACTS ^{Health} / DeBoskey, Ross MD MCare

CONTENT SERVICES NUMBER: _____

PROGRAM MANAGER: Managed Care

CONTRACT ADMINISTRATOR: Barbara DeBore

1. Review by Division Director

Comments: _____

Initials-Date

2. Review by Division Fiscal Officer

Comments: _____

Initials-Date

3. Review by Risk Management

Comments: _____

see attached
Initials-Date

4. Review by County Counsel

Comments: _____

PH 7/3/02
Initials-Date

4. Copies of agreement and resolution made by division

Initials-Date

5. Review by Health Services Administration Analyst

Comments: _____

Initials-Date

6. Review by Health Services Administration

Deputy Director

Comments: _____

Initials-Date

7. ATR Approval by Finance Director

Initials-Date

8. Review and Signature by Margaret Taylor

Comments: _____

Initials-Date

Date Received by Health Services Administration: _____

Date sent to County Manager: _____

BOARD AGENDA ROUTING SLIP

DIVISION: Mental Health
 SUBJECT: ROSS DeBoskey, M.D.
 FILE NAME: SVSMCHSA1C/HEALTH CONTRACTS ^{MENTAL HEALTH} / DeBoskey, Ross MD MCase
 CONTENT SERVICES NUMBER: _____
 PROGRAM MANAGER: Managed Care
 CONTRACT ADMINISTRATOR: Barbara DeBord

1. Review by Division Director
Comments:

Initials-Date

2. Review by Division Fiscal Officer
Comments:

Initials-Date

3. Review by Risk Management
Comments:

phm 6/26/02
Initials-Date

4. Review by County Counsel
Comments:

Initials-Date

4. Copies of agreement and resolution made by division

Initials-Date

5. Review by Health Services Administration Analyst
Comments:

Initials-Date

6. Review by Health Services Administration Deputy Director
Comments:

Initials-Date

7. ATR Approval by Finance Director

Initials-Date

8. Review and Signature by Margaret Taylor
Comments:

Initials-Date

Date Received by Health Services Administration: _____

Date sent to County Manager: _____

BOARD AGENDA ROUTING SLIP

DIVISION: Mental Health
SUBJECT: ROSS DeBoskey, M.D.
FILE NAME: SVSMCHSAIC/HEALTH CONTRACTS/Health/DeBoskey, Ross MD MCare
CONTENT SERVICES NUMBER: _____
PROGRAM MANAGER: Managed Care
CONTRACT ADMINISTRATOR: Barbara DeBord

1. Review by Division Director
Comments:

[Signature]
Initials-Date

OK JK 7/3/02

2. Review by Division Fiscal Officer
Comments:

Initials-Date

3. Review by Risk Management
Comments:

see attached
Initials-Date

4. Review by County Counsel
Comments:

see attached
Initials-Date

4. Copies of agreement and resolution made by
division

Initials-Date

5. Review by Health Services Administration Analyst
Comments:

Initials-Date

6. Review by Health Services Administration
Deputy Director
Comments:

Initials-Date

7. ATR Approval by Finance Director

Initials-Date

8. Review and Signature by Margaret Taylor
Comments:

Initials-Date

Date Received by Health Services Administration: _____

Date sent to County Manager: _____