

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
MARC ABRAMSON, M.D.**

THIS AGREEMENT, entered into this _____ day of _____,
20_____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and MARC ABRAMSON, M.D., 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, it is necessary and desirable that Contractor be retained for the
purpose of the professional services hereinafter described for the Health
Department, Mental Health Services Division.

**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 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 County 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," County shall make
payment to Contractor based on the rates and in the manner specified in Exhibit "B."
The County reserves the right to withhold payment if the County determines that the
quantity or quality of the work performed is unacceptable. In no event shall the
County's total fiscal obligation under this Agreement exceed ONE HUNDRED
TWENTY-SIX THOUSAND NINE HUNDRED SIXTY-SEVEN DOLLARS (\$126,967).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2005 through June 30, 2007.

This Agreement may be terminated by Contractor, the Director of Mental Health Services 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 County and shall be promptly delivered to the County. 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 County 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 county 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 County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Mutual Hold Harmless

(A) 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: (1) injuries to or death of any person, including Contractor, or (2) damage to any property of any kind whatsoever and to whomsoever belonging, or (3) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (4) 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 (5) 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.

- (B) 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.
- (C) County shall indemnify and save harmless Contractor, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (1) injuries to or death of any person, including County, or (2) damage to any property of any kind whatsoever and to whomsoever belonging, or (3) any sanctions, penalties or claims of damages resulting from County'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 (4) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of Contractor, its officers, agents, employees, or servants, resulting from the performance of any work required of County, provided that this shall not apply to injuries or damage for which Contractor has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.
- (D) The duty of County 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.
- (E) Further, Both Contractor and County shall indemnify and save harmless each other, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of any sanctions, penalties or claims of damages resulting from either party'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. The Parties shall indemnify and save harmless each other, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of any sanctions, penalties or claims of damages resulting from either party'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.

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 County. Any such assignment or subcontract without the County's prior written consent shall give County 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 Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(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 I 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 contractors 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 \$0
- (b) Motor Vehicle Liability Insurance \$0
- (c) Professional Liability \$1,000,000

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 the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the 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.

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 County of San Mateo 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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, 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 Contractor 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 County of San Mateo 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 County Manager, including but not limited to
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County 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 County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to 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 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 County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. 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 COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, 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 COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY'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 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 to:

In the case of County, to:

San Mateo County Health Department
Mental Health Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

Marc Abramson, M.D.
825 Oak Grove Avenue, A206
Menlo Park, CA 94025

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

COUNTY OF SAN MATEO

By: _____
Richard S. Gordon, President
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MARC ABRAMSON, M.D.

Marc Abramson
Contractor's Signature

Date: Sept 27, 2005

Long Form Agreement/Non Business Associate v 6/24/04

MARC ABRAMSON, M.D.
FY 2005 - 2007
EXHIBIT A

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

A. Forensic Mental Health

1. Contractor shall provide an average of ten (10) hours per week of psychiatric evaluation, medication evaluation and treatment, treatment plan review, and case consultation at the Women's Correctional Center and Maguire Correctional Facility. Contractor shall also provide case consultation to Forensic Health staff and shall attend all meetings, which are required by the Mental Health Services Medical Director or her designee.
2. Contractor shall work under the general direction of the Mental Health Services Medical Director or his designee. Case documentation shall be maintained in compliance with Short-Doyle Medi-Cal standards as described in DMH Notice 94-14, the Rehabilitation option including completion of the Physician's Initial Note, Mental Health Services' Medication Consent forms, and progress and prescribing notes. Charts shall be subject to annual medication monitoring review.

B. Mental Health Plan

1. In full consideration of the payments described in Exhibit B, I.B., 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.
2. 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 San Mateo County 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.

II. ADMINISTRATIVE REQUIREMENTS

A. Mental Health Plan

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.

3. 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.

4. 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.

5. Definition of Medi-Cal Beneficiary as applied to this agreement:

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

6. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement.

7. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

8. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the Mental Health System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process.

9. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

10. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

B. Forensic Mental Health

1. Compliance with Health Information Privacy and Accountability Act (HIPAA)

Contractor shall participate in the San Mateo County Mental Health Services Organized Health Care Arrangement (OHCA) as defined by the Health Information Privacy and Accountability Act (HIPAA) Privacy Rule (106.103). Contractor shall follow all HIPAA policies and procedures of San Mateo County Mental Health Services.

2. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

3. Reporting of Convictions

Contractor shall report any and all felony and/or misdemeanor convictions that occur during the term of this agreement within seventy-two (72) hours of the conviction. A conviction may, at the discretion of the County, result in the termination of the agreement. Each conviction will be reviewed by County to determine if it is substantially related to the services provided through the agreement prior to making a determination regarding termination of the agreement. Failure to report a conviction within seventy-two (72) hours of the conviction may, at the discretion of the County, result in termination of the agreement.

II. GOALS AND OBJECTIVES

Forensic Mental Health

Goal 1: Clients shall be satisfied with services provided.

Objective 1: At least ninety percent (90%) of customer survey respondents will rate services as good or better.
Data to be collected by County.

Mental Health Plan

Goal 1: Clients receiving services shall avoid more intensive levels of mental health services.

Objective 1: No more than five percent (5%) of cases treated by Contractor shall be admitted to a psychiatric emergency service unit (PES) between the time of intake and a year after intake.
Data to be collected by County.

MARC ABRAMSON, M.D.
FY 2005 - 2007
EXHIBIT B

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

I. Payments

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

A. Forensic Mental Health

1. County shall pay Contractor for the first (1st) year (July 1, 2005 through June 30, 2006), at a rate of EIGHTY-SEVEN DOLLARS AND NINETEEN CENTS (\$87.19) per hour for an average of ten (10) hours per week, not to exceed FORTY-FIVE THOUSAND THREE HUNDRED THIRTY-NINE DOLLARS (\$45,339).
2. County shall pay Contractor for the second (2nd) year (July 1, 2006 through June 30, 2007), at a rate of NINETY DOLLARS AND SIXTY-SEVEN CENTS (\$90.67) per hour for an average of ten (10) hours per week, not to exceed FORTY-SEVEN THOUSAND ONE HUNDRED FORTY-NINE DOLLARS (\$47,149).
3. In the event Contractor receives one (1) additional Board Certification from American Board of Psychiatry and Neurology, Contractor's rate of pay will increase to NINETY-ONE DOLLARS AND FIFTY-FOUR CENTS (\$91.54) per hour, for the first (1st) year of the contract, and NINETY-FIVE DOLLARS AND TWENTY-ONE CENTS (\$95.21) per hour, for the second (2nd) year of the contract. The increase will be effective as of the first (1st) day of the month following Contractor's receipt of such certification. Contractor will promptly provide County with proof of any such certification receipt.

4. In the event Contractor receives a second (2nd) Board Certifications from American Board of Psychiatry and Neurology, Contractor's rate of pay will increase to NINETY-SIX DOLLARS AND TWELVE CENTS (\$96.12) per hour, for the first (1st) year of the contract, and NINETY-NINE DOLLARS AND NINETY-SEVEN CENTS (\$99.97) per hour, for the second (2nd) year of the contract. The increase will be effective as of the first (1st) day of the month following Contractor's receipt of such certification. Contractor will promptly provide County with proof of any such certification receipt.

B. Mental Health Plan

1. Contractor shall be compensated for services provided to the beneficiaries listed below when the County authorizes such services.
 - a. 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.
 - b. Clients who are covered by the Healthy Families and Healthy Kids Programs, state insurance programs for low-income children. The MHP will refer and authorize these clients for services.
 - c. Client caregivers of who are covered by HealthWorx, a state insurance program for direct in-home supportive services workers.
 - d. Clients known to be uninsured for whom the MHP has assumed responsibility. The MHP will refer and authorize services on a case-by-case basis.

2. Fee-for-Service

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.

3. Member Liability

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.

4. Rates of Payment*

CPT Code	Description	Rate**	Child or Adolescent Rate**
90805	Individual Medical Psychotherapy, 20 to 30 minutes	61.00	68.00
90807	Individual Medical Psychotherapy, 45 to 50 minutes	95.00	105.00
X8255	15 minute clinical consultation (telephone)	10.00	N/A
90847	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
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
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 min.	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
N0000	No Show (failure of client to appear for or cancel an appointment within 24 hrs of the scheduled time, documented in chart at time of appointment, verifiable in retrospective audit.) Limit 2 per client within the first authorization period.	20.00	N/A

* County shall pay such rates less any third party payments as set forth in Exhibit B, I.G.

** Spanish, Tagalog and American sign Language receive bilingual differential of 10%. Other languages can be requested on case-by-case basis and will be determined by the ACCESS Team at the time of authorization.

Rate increases after the first (1st) year shall be at the sole discretion of the Director of Health, or her designee. In no event shall the maximum, but not guaranteed compensation for the contract term for services as described in section I.B. of Exhibit A of this Agreement exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

- C. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED SIXTY-SEVEN DOLLARS (\$126,967).
- D. Budget modifications may be approved by the Director of Health or her designee, subject to the maximum amount set forth in Paragraph C.
- E. The Director of Health is authorized to execute subsequent amendments and minor modifications not to exceed \$25,000 in aggregate and to make minor changes in the types of services and activities provided under the agreement.
- F. Monthly Reporting

Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. Such invoices shall be on County provided forms or in a County approved format. County reserves the right to change the forms, format, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.

- G. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- H. In the event this Agreement is terminated prior to June 30, 2007, the Contractor shall be paid for services already provided pursuant to this Agreement.
- I. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

J. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of the San Mateo County Mental Health Services Division of the Health Department.

K. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim:

"Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____, 200_

Signed _____ Title _____

Agency _____”

ATTACHMENT I

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 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.

Marc Abramson, M.D.

Name of 504 Person - Type or Print

Marc Abramson, M.D.

Name of Contractor(s) - Type or Print

825 Oak Grove Avenue, Suite A206

Street Address or P.O. Box

Menlo Park, CA 94025

City, State, Zip Code

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

Marc Abramson MD

Signature

Pres.

Title of Authorized Official

Sept 27, 2005

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled 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: Marc Abramson, MD
Contact Person: same
Address: 825 Oak Grove Ave., A206
Menlo Park, CA 94025
Phone Number: 650-321-2060 Fax Number:

II Employees (self only)

Does the Contractor have any employees? [X] Yes ___ 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 27th day of Sept, 2005 at Menlo Park, CA.
(City) (State)

Marc F. Abramson
Signature
Title

MARC F. ABRAMSON, M.D.
825 OAK GROVE AVE., A206
Menlo Park, CA 94025
PHONE: 650 321-2060

COUNTY OF SAN MATEO

MEMORANDUM

DATE: October 4, 2005

TO: Steve Rossi, Risk Management/Insurance Division
FROM: Mary Vozikes, Mental Health/FAX x2841/PONY #MLH 322
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Marc Abramson, M.D.

DOES THE CONTRACTOR TRAVEL AS PART OF CONTRACT SERVICES: No

NUMBER OF EMPLOYEES WORKING FOR THE CONTRACTOR: N/A

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: See attached

<u>COVERAGE:</u>	<u>Amount</u>	<u>Approve</u>	<u>Waive</u>	<u>Modify</u>
Comprehensive General Liability:	\$ N/A	<i>OK</i>	_____	_____
Motor Vehicle Liability:	\$ N/A	<i>OK</i>	_____	_____
Professional Liability:	\$1,000,000	<i>OK</i>	_____	_____
Worker's Compensation:	\$ N/A	<i>OK</i>	_____	_____

REMARKS/COMMENTS:

Garnette Allen 10/5/05
SIGNATURE

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.

Certificate Holder County Of San Mateo Mental Health Services 225 W 37th Avenue San Mateo, CA 94403		Name and Address of Insured Marc F Abramson, MD 825 Oak Grove Avenue, Suite A206 Menlo Park, CA 94025	
Current Medical Specialty: Psychiatry No Convulsive Shock Trtmnt		The above Insured is: <input checked="" type="checkbox"/> Named Insured <input type="checkbox"/> Additional Insured <input type="checkbox"/> Locum Tenens	
Policy Number 006463	Insured's Effective Date 01/01/2005	Insured's Expiration Date 01/01/2006	Insured's Retroactive Date 05/01/1977
Coverage and Limits of Liability			
\$2,000,000	Each Claim	Deductible \$Nil	Each Claim
\$4,000,000	Aggregate Limit per Policy Period	\$Nil	Aggregate
<input type="checkbox"/> Shared Limits of Liability		<input checked="" type="checkbox"/> Separate Limits of Liability	
<input checked="" type="checkbox"/> COVERAGE A	Professional Liability Insurance Claims Made		
<input checked="" type="checkbox"/> COVERAGE B	Limited Professional Office Premises Liability Insurance Claims Made (Limits of liability applicable to this coverage are shared with the Named Insured)		

This is to certify that the policy of insurance listed above has been issued to the insured named above for the period indicated as the insured's effective date to the insured's expiration date subject to payment of all billed premiums by the due date specified. The insurance afforded by the policy described above is subject to all the terms, exclusions and conditions of such policy. It is the responsibility of the insured to inform recipients of Certificates of Insurance of any changes in coverage, declination of issuance, or cancellation before the expiration date. Failure by the insured to provide such notice shall impose no obligation or liability of any kind upon NORCAL, its agents, or representatives.

By: NORCAL Mutual Insurance Company

Issue Date: October 30, 2004

James Sunseri
 James Sunseri
 President

David R. Holley M.D.
 David R. Holley, M.D.
 Secretary