

AMENDMENT TO THE AGREEMENT WITH GRAHAM BEAUMONT, M.D.

THIS AMENDMENT, entered into this _____ day of _____, 200_, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and GRAHAM BEAUMONT, M.D. (hereinafter called "Contractor"),

W I T N E S E T H:

WHEREAS, on July 1, 2002 the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. This last sentence of Section 3 of the Agreement is hereby deleted and replaced with the following:

"In no event shall total payment for services under this Agreement exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000)."

2. Exhibit A is hereby deleted and replaced with the Exhibit A and Exhibit B attached hereto.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including but not limited to all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.

3. All provisions of the Original Agreement, including but not limited to all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement with Contractor be amended accordingly.

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

COUNTY OF SAN MATEO

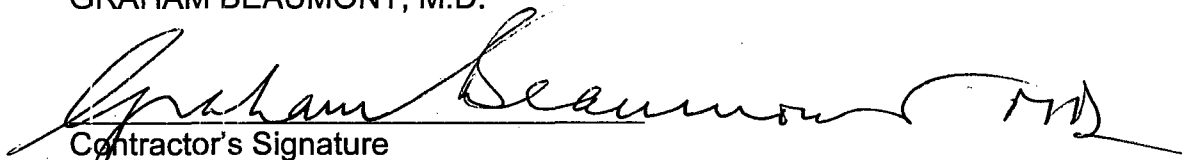
By: _____
Richard S. Gordon, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

GRAHAM BEAUMONT, M.D.


Contractor's Signature

Date: 1/5/05

GRAHAM BEAUMONT, M.D.
PRACTICE LIMITED TO PSYCHIATRY
4100 S. El Camino Real
Mail: PMB 517, 7 W. 41st Avenue
SAN MATEO, CA 94403
Phone (650) 349-6121 Fax (650) 349-7077

EXHIBIT A

GRAHAM BEAUMONT, M.D.

2002-2005

I. Description of Services

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 of 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 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. 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.

B. 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.

C. 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.

D. Definitions

The following definition applies to this Agreement:

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.

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

F. Beneficiary Rights

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

G. 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.

H. 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.

I. 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 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.

J. 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.

K. Amendments

The Health Director or her designee may execute 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 this agreement.

III. Goals and Objectives

Goal 1: Contractor shall avoid more intensive levels of mental health services for clients.

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.

EXHIBIT B

GRAHAM BEAUMONT, M.D.

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

PAYMENTS

A. The following rates shall apply:

<u>CPT Code</u>	<u>Description</u>	<u>Rate*</u>	<u>Child or Adolescent Rate*</u>
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

<u>CPT Code</u>	<u>Description</u>	<u>Rate*</u>	Child or Adolescent <u>Rate*</u>
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
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

CPT Code	Description	Rate*	Child or Adolescent Rate*
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, moderate complexity	40.85	N/A
N0000	No Show (failure of client to appear for or cancel an appointment, verifiable in retrospective audit.) Limit 2 per client within the first authorization period.	20.00	N/A

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

B. Method of Payment

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

1. San Mateo County Medi-Cal beneficiaries, who are Medi-Cal eligible at the time of both referral and authorization. It is the Contractor's responsibility to ensure that the client is eligible at the time the services are provided.
 2. Clients who are covered by the Healthy Families Program, a state insurance program for low-income children. The San Mateo County MHP will refer and authorize these clients for services.
 3. Clients known to be indigent, for whom the San Mateo County MHP has assumed responsibility. The San Mateo County 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).
- 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. 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.

F. 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 for compensation for covered services and, with the exception of authorized co-payments, shall at no time seek compensation from beneficiary.

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION
MEMORANDUM

DATE: March 1, 2005
TO: Priscilla Morse, Risk Management/Insurance Division
FROM: Barbara DeBord, Mental Health Services/PONY #MLH 322

CONTRACTOR: Graham Beaumont, 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>\$1,000,000.00</u>
Motor Vehicle Liability:	<u>\$N/A</u>
Professional Liability:	<u>\$1,000,000.00</u>
Worker's Compensation:	<u>\$N/A</u>

APPROVE  WAIVE _____ MODIFY _____

REMARKS/COMMENTS:


SIGNATURE

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Medical Insurance Exchange of California

6250 CLAREMONT AVENUE OAKLAND, CALIFORNIA 94618-1324 TELEPHONE (510) 428-9411 FROM OUTSIDE CALIFORNIA (800) 227-4527

CERTIFICATE OF INSURANCE

As requested, we are pleased to certify that Professional Liability Insurance on a "claims made" basis is in effect for the insured named herein, subject to the provision of the policy designated.

GRAHAM BEAUMONT, M.D.
PMB 517 7 W 41ST AVENUE

POLICYHOLDER: **SAN MATEO, CA 94403**

Handwritten:
Hester
541
2/22/05

POLICY NUMBER: **DR11-00217I**
ORIGINAL EFFECTIVE DATE: **FEBRUARY 24, 1989**
RETROACTIVE DATE: **FEBRUARY 24, 1989**
POLICY EFFECTIVE DATE: **FEBRUARY 01, 2005**
POLICY EXPIRATION DATE: **FEBRUARY 01, 2006**
SPECIALITY: **PSYCHIATRY**
SUB-SPECIALITY: **NO SUBSPECIALTY**

LIMITS OF LIABILITY: **OF AT LEAST**

EACH CLAIM	\$1,000,000	Any one claim or suit or maximum for the results of one injury.
ANNUAL AGGREGATE	\$3,000,000	Aggregate annual maximum for the results of all claims.

1. This Certificate is not an insurance policy and does not amend or alter the coverage afforded by the policy listed on the Certificate
2. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the Certificate is issued, the insurance afforded by the policy listed on the Certificate is subject to all terms of such policy.

GRAHAM BEAUMONT, M.D.
PRACTICE LIMITED TO PSYCHIATRY
4100 S. El Camino Real
Mail: PMB 517, 7 W. 41st Avenue
SAN MATEO, CA 94403
Phone (650) 349-6121 Fax (650) 349-7077

Countersigned:

Medical Underwriters of California
Attorney-in-Fact

This certificate issued to:

GRAHAM BEAUMONT, M.D.

by *Tom Neupane*

Date JANUARY 03, 2005

MIEC1-C (Rev 5/00PS)

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Medical Insurance Exchange of California

HOME OFFICE: OAKLAND, CALIFORNIA

RENEWAL DECLARATIONS

1. Name and Mailing Address of Named Insured

Policy No. **DR11-00217I**

Date **FEBRUARY 01, 2005**

**GRAHAM BEAUMONT, M.D.
PMB 517 7 W 41ST AVENUE
SAN MATEO, CA 94403**

Heath

**GRAHAM BEAUMONT, M.D.
PRACTICE LIMITED TO PSYCHIATRY
4100 S. El Camino Real
Mail: PMB 517, 7 W 41st Avenue
SAN MATEO, CA 94403
Phone (650) 349-6121 Fax (650) 349-7077**

- 2. Named Insured is **INDIVIDUAL DOCTOR**
- 3A. The Retroactive Date is **FEBRUARY 24, 1989**
- 3B. The Original Effective Date is **FEBRUARY 24, 1989**
- 4. Policy Period - Policy Effective from **FEBRUARY 01, 2005 TO FEBRUARY 01, 2006**
- 5. Limits of Liability as defined in the general conditions of the policy.

PART I - COVERAGE FOR HEALTH CARE SERVICES TO PATIENTS AND AS A CONSULTANT	
PART IIA - COVERAGE FOR PEER REVIEW LIABILITIES	\$4,000,000 ANNUAL AGGREGATE
\$2,000,000 EACH CLAIM	
PART IIB - DEFENSE COVERAGE FOR SPECIFIED PRACTICE RISKS - \$25,000 TOTAL LIMIT	
PART III - COVERAGE FOR PROFESSIONAL PREMISES	PART III(3) - LIMITED NON-OWNED AUTOMOBILE LIABILITY
EACH CLAIM / ANNUAL AGGREGATE	EACH CLAIM / ANNUAL AGGREGATE
BODILY INJURY: \$1,000,000 / \$3,000,000	BODILY INJURY: \$100,000 / \$100,000
PROPERTY DAMAGE: \$100,000 / \$100,000	PROPERTY DAMAGE: \$25,000 / \$25,000
PART IV - OPTIONAL DEFENSE COVERAGE FOR MISCELLANEOUS BUSINESS LIABILITY EACH CLAIM / ANNUAL AGGREGATE	
NOT INCLUDED	
COVERAGE AS PROVIDED IN REVISED 2/2004 POLICY AND APPLICABLE ENDORSEMENTS	
EMPLOYED OFFICE NURSES AND MEDICAL ASSISTANTS INCLUDED - NO ADDITIONAL PREMIUM	
6. COVERAGE CLASSIFICATIONS	
DOCTOR CLASS 01 - 5300 / PSYCHIATRY	\$3,999.00
R03(04) PART-TIME PRACTICE LIMITATION-LESS THAN 20 HRS/WK EFFECTIVE 02/24/89	
TOTAL PART I / PART II PREMIUM \$3,999.00	
PART III - COVERAGE FOR PROFESSIONAL PREMISES - LOCATIONS:	
4100 S. EL CAMINO REAL	
SAN MATEO, CA	
TOTAL POLICY PREMIUM \$3,999.00	
CIGA SURCHARGE \$0.00	

The insurance afforded is only with respect to such coverages as are indicated subject to the limits of liability shown herein and subject to the description of coverages and to all other provisions of the policy designated above.

Authorized Signature

By *Ken Neufinger*

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: GRAHAM BEAUMONT MD
Contact Person:
Address: Mailing Address: P.M.B. 517, 7 W 41st Ave. San Mateo 94403
Actual Address: 4100 S. El Camino Real S. Mateo 94403
Phone Number: (650) 349-6121 Fax Number: (650) 349-7077

II Employees

No Employees

Does the Contractor have any employees? Yes X No

Does the Contractor provide benefits to spouses of employees? Yes 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 7 day of July, 2002 at San Mateo, CA
(City) (State)

G. Beaumont
Signature

GRAHAM BEAUMONT
Name (Please Print)

MD
Title

066 32 9138
Contractor Tax Identification Number