AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BURTON WHITE, M.D.

THIS AGREEMENT, entered into this	day of	, 2005,
by and between the COUNTY OF SAN MATEO,	, hereinafter called	"County," and
BURTON WHITE, M.D., hereinafter called "Cont	tractor";	

WITNESSETH:

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 performing the outpatient and attending inpatient professional psychiatric services hereinafter described for the Health Department, Mental Health Services Division.

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

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services Exhibit B—Payments and rates Attachment I—§504 Compliance

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."

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 contract exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000).

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, 2008.

This Agreement may be terminated by Contractor, the Director of the Health Department 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. Hold Harmless.

Contractor agrees to indemnify and defend the County, its employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the negligence of the contractor in the performance of this agreement, including 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.

Assignability and Subcontracting. 8.

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 the County Manager, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the County Manager 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 County Manager 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 selfinsurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) Liability Insurance. The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from 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.

Suc	h insurance shall include:	¢1 000 000
(a)	Comprehensive General Liability	\$1,000,000 en
15.	NA-4 Vohiolo Lightlity Insurance	Ψυ
(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 contract (this paragraph needed only if services provided to members of the public).

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.

O. 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 Contractors 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 Contractor 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.

Contractor shall maintain all required records for three 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.

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:

County of San Mateo Mental Health Services Division 225 37th Ave., 3rd FI. San Mateo, CA 94403

In the case of Contractor, to:

Contractor's Signature

Date:

5/30/05

Burton White, M.D. 334 N. San Mateo Dr. San Mateo, CA 94401

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	
BURTON WHITE, M.D.	

Long Form Agreement/Non Business Associate

EXHIBIT A

BURTON WHITE, M.D.

2005-2008

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 statewide 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 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

BURTON WHITE, M.D.

2005-2008

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:		
CPT Code	Description	Rate*	Child or Adolescent <u>Rate</u> *
00005	Ladicida at Madical Development CO to CO mission to	04.00	00.00
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

CPT Code	Description	<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	135.00	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 <u>Rate</u> *
99301	Nursing Facility Visit, comprehensive assessment, low complexity, 30 minutes	36.43	N/A
99303	Nursing Facility Visit, comprehensive assessment, moderate/high complexity, 5 minutes	70.31 0	N/A
99311	Nursing Facility Visit, subsequent care, low complexity, 15 minutes	w 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, le severity	ow 40.85	N/A
99322	Domiciliary, rest home visit, new patient, moderate severity	49.68	N/A
99323	Domiciliary, rest home visit, new patient, h severity	nigh 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 with the first authorization period.		N/A

^{*} Services provided in Spanish, Tagalog and American Sign Language receive a 10% bilingual differential. Payment for a 10% bilingual differential for other languages must be requested by contractor and will be determined by the ACCESS Team at the time of authorization on a case-by-case basis.

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.
- Clients who are covered by the Health Plan of San Mateo, Healthy Families, Healthy Kids, and Health Works. 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.
- 4. Clients enrolled in the Health Plan of San Mateo Medicare Advantage Plan.
- C. Rate increases after the first year shall be at the sole discretion of the Health Director, or her designee. In no event shall the maximum, but not guaranteed, compensation for the 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.

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).

				•
a. (employs fewer than 15	persons.	(No es	nployee	<u>~</u>)
b. () employs 15 or more per regulation (45 C.F.R. 84.7 (a)), has deferred to comply with the DHHS regulation.	esignated the f			

Name of 504 I	Person - Type	or Print	æ	£
BURTON WHITE MO		33Y	N. SAN	MATER DR
Name of Contractor(s) - Type or Print		Stree	t Address or I	P.O. Box
SAN MATEO			CA	94401
City	j.		State	Zip Code
I certify that the above information is comple	ete and correct	to the best	of my knowl	edge.
5/30/05			7	8 5
Date	Signatur	e and Title	of Authorized	d Official

*Exception: DHHS regulations state that:

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

"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:	BURTON WHIT	E, 070
Contact Person:	SAME	
Address:	334 N. SAN H	PATEO DA.
	SAN MATEO	CA 94401
Phone Number:	(65^0)5-79-1200	E, 070 1ATEO DA. CA 94401 Fax Number: (SAME)
II. Employees		
Does the Contractor ha	ve any employees? Yes	<u></u> No ¹
	ovide benefits to spouses of er	N.
	to one or both of the above is no, plea	
its employees with Yes, the Contracto employees in lieu No, the Contracto The Contractor is	or complies by offering equal be spouses and its employees we complies by offering a cash of equal benefits.	equivalent payment to eligible agreement which began on
IV. Declaration		
foregoing is true and	correct, and that I am authorize	the State of California that the zed to bind this entity contractually.
Executed this 30 day	/ of <i>May</i> , 2005 at	(City) (State)
Min (m Signature		BURTON WHITE, ON. 0. Name (Please Print)
		011-28-3641
Title	Cor	ntractor Tax Identification Number

COUNTY OF SAN MATEO

HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE:

July 29, 2005

TO:

Steve Rossi, Risk Management/Insurance Division

FROM:

Borbara DeBord, Mental Health Services/PONY #MLH 322

CONTRACTOR:

Burton White, M.D.

DO THEY TRAVEL:

No

PERCENT OF TRAVEL TIME:

N/A

NUMBER OF EMPLOYEES:

N/A

DUTIES (SPECIFIC):

Contractor agrees to provide mental health services as an independent contractor in our provider network to Medi-Cal and uninsured clients for whom the County of San Mateo has assumed responsibility.

COVERAGE:

Premises Liability:	\$2,000,000.00
Motor Vehicle Liability:	SN/A
Professional Liability:	\$2,000,000.00
Worker's Compensation:	SN/A

APPROVE____

WAIVE

MODIFY

REMARKS/COMMENTS:

SIGNATURE

Rich Minisc +/1/



CERTIFICATE OF INSURANCE

(415) 397-9700 (800) 652-1051 (907) 563-3414 (in Alaska)

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		Name and Address of Insured		
Mental Health Services Div. 3080 La Selva San Mateo, CA 94403		Burton White, MD 334 N San Mateo Drive San Mateo, CA 94401		
Current Medical Specialty: Psychiatry Inc Convulsive Shock Trtmnt		The above Insured is: Additional Insured		
	-1:	Locum Tenens	-	
Policy Number	Insured's Effective Date	Insured's Expiration Date	Insured's Retroactive Date	
023093	01/01/2005	01/01/2006	05/01/1986	
Coverage and Limits of Liability		Deductible		
\$2,000,000	Each Claim	\$Nil	Each Claim	
\$4,000,000	Aggregate Limit per Policy Period	\$Nil	Aggregate	
Shared Limits of Liability Separate Limits of Liability			4	
X COVERAGE A Professional Liability Insurance Claims Made				
X 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

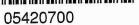
James Sunseri President David. R. Holley, M.D.

Secretary



REPORT OF INDEPENDENT CONTRACTOR(S)





0

See detailed instructions on reverse side. Please type or print.

SERVICE-RECIPIENT (BUSINESS OR GOVERNMENT ENTITY):	SOCIAL SECURITY 'NO. NO. OF FORMS NEEDED
DATE FEDERAL ID NO. CA EMPLOYER ACCOUNT NO.	SOCIAL SECURITY NO. NO. OF FORMS NEEDED
94600053280095946	
THE PROPERTY OF THE PROPERTY O	CONTACT PERSON
SERVICE-RECIPIENT NAME / BUSINESS NAME	A L A N T U G D I
C OUN TY OF SAN MATEO	
ADDRESS	TELEPHONE NO.
5 5 5 COUNTY CENTER	6 5 0 5 9 9 1 1 5 5
	STATE ZIP
CITY	
REDWOOD CITY	C A 9 4 0 6 3
SERVICE-PROVIDER (INDEPENDENT CONTRACTOR):	
PHS! NAME Q V Q T D Q	
SOCIAL SECURITY NO.	EO DR III
011283641 334 W SAM MATI	STATE ZIP
SAN MATEO	CA Q 4 4 0 1 ONDATE CHECK HERE IF CONTRACT IS ONGOING
START DATE OF CONTRACT AMOUNT OF CONTRACT AMOUNT OF CONTRACT ON B D D D D D D D D D D D D D D D D D D	
FIRST NAME MI LAST NAME	
SOCIAL SECURITY NO. STREET NO. STREET NAME	UNIT/APT
	STATE ZIP
CITY	
START DATE OF CONTRACT AMOUNT OF CONTRACT CONTRACT EXPIRATION MM M D D	
FIRST NAME MI LAST NAME	
	UNIT / APT
SOCIAL SECURITY NO. STREET NO. STREET NAME	
	STATE ZIP
START DATE OF CONTRACT AMOUNT OF CONTRACT CONTRACT	
M M D D Y Y M M D C	D Y Y
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	