

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
GRAHAM BEAUMONT, M.D.**

THIS AGREEMENT, entered into this _____ day of _____, 2005,
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 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 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:**

1. Exhibits.

The following exhibits are attached 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 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 shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) 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 (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

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 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 self-insurance 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.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (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.
- 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 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 Fl.
San Mateo, CA 94403

In the case of Contractor, to:

Graham Beaumont, M.D.
1 Baywood Ave. #7
San Mateo, CA 94402

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

GRAHAM BEAUMONT, M.D.


Contractor's Signature

Date: 8/25/05

Long Form Agreement/Non Business Associate

EXHIBIT A

GRAHAM BEAUMONT, 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 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.

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:

<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

* 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.
 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 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).

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.

N/A

Name of 504 Person - Type or Print

GRAHAM BEAUMONT, MD

Name of Contractor(s) - Type or Print

San Mateo

City

PO Box 517 704125 Ave

Street Address or P.O. Box

San Mateo CA 94403

State

Zip Code

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

7/28/05
Date

[Handwritten Signature]
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

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

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I. Vendor Identification

Name of Contractor: Graham Beaumont, MD.
Contact Person: Same.
Address: 4100 S El Camino Real, San Mateo CA 94403
Phone Number: (650) 349-6121 Fax Number: (650) 349-7077

II. Employees

Does the Contractor have any employees? Yes 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 23 day of July, 2005 at San Mateo CA (City) (State)

Signature: [Handwritten Signature]
Title: [Handwritten Title]

Name (Please Print): GRAHAM BEAUMONT
Contractor Tax Identification Number: 66-329138

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: August 19, 2005
TO: Steve Rossi, 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): 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:	\$1,000,000.00	<i>gh</i>
Motor Vehicle Liability:	\$N/A	<i>gh</i>
Professional Liability:	\$2,000,000.00	<i>gh</i>
Worker's Compensation:	\$N/A	<i>gh</i>

APPROVE WAIVE _____ MODIFY _____

REMARKS/COMMENTS:

Jamie Keller
SIGNATURE
JAMIE KELLER,
INT & CML MGR.

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

Elva Govey

Heather

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

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	PART IIB - DEFENSE COVERAGE FOR SPECIFIED PRACTICE RISKS - \$25,000 TOTAL LIMIT
\$2,000,000 EACH CLAIM	\$4,000,000 ANNUAL AGGREGATE
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 above, subject to the limits of liability shown herein and subject to the description of such coverages and to all other provisions of the policy designated above.

Authorized Signature

By *Ken Neufuss*