

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND OMAL BANI SABERI, LCSW**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Omal Bani Saberi, LCSW 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, the parties entered into an Agreement for professional services on July 20, 2005 and

WHEREAS, the parties wish to amend the Agreement to ONE HUNDRED AND FIVE THOUSAND DOLLARS (\$105,000) for the period of July 1, 2005 through June 30, 2008.

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

1. Paragraph 3. **Payments** is hereby deleted and replaced with the following:

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 FIVE THOUSAND DOLLARS (\$105,000).

2. Paragraph 12. **Non-Discrimination** is hereby deleted and replaced with the following:

12. Non-Discrimination and Other Requirements

A. *Section 504 applies only to Contractors 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.

G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

2. All other terms and conditions of the agreement dated July 20, 2005 between the County and Contractor shall remain in full force and effect.

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

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President
Board of Supervisors

Date: _____

Omal Bani Saberi

Omal Bani Saberi, Lessee
Contractor

Date: 7 August 2006

AMENDED EXHIBIT A
OMAL BANI SABERI, LCSW
2005 - 2008

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

I. Description of Services to be Performed by Contractor

Contractor shall provide mental health services under the San Mateo County Mental Health Managed Care Plan (MHP). These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. The San Mateo County Mental Health Services Documentation Manual ("County Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions in the County Documentation Manual shall prevail.

A. Mental Health Services (authorized by the MHP)

Contractor shall provide services for clients under the MHP. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Families Program, Health Kids Program, HealthWorx, clients enrolled in the Health Plan of San Mateo Medicare Care Advantage Plan, and clients known to be uninsured, for whom the MHP has assumed responsibility.

1. All clients shall be authorized for service by the Mental Health Services Division's ACCESS Team.
2. Treatment specialties include the following:
 - a. Individual Treatment
 - b. Family Treatment
 - c. Group Treatment
3. Services shall include the following:
 - a. Assessment Services
 - b. Treatment Services:
 - 1) Brief Individual, family, and group therapy services
 - 2) Collateral services (defined as case conference or clinical consultation), including contact with family and other service providers

II. Administrative Requirements

A. 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. 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.

H. 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.

I. 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.

J. 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.

AMENDED EXHIBIT B
OMAL BANI SABERI
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 be effective as of July 1, 2006:

<u>CPT Code</u>	<u>Description</u>	<u>Rate*</u>
90801	Psychiatric Diagnostic Interview, 105 min	106.00
90804	Individual Therapy, 40 min	32.00
90806	Individual Therapy, 60 min	58.00
90853	Group Therapy, per person, 15 min session	15.00
90847	Family Therapy, 60 min, includes all members	63.00
X9546	Case Conference, 60 min	31.00
X9548	Out of office call, additional payment for visit to the first client at any given location on the same day, 5 min	10.00
X2255	Clinical Consultation, 15 min (telephone)	10.00
N0000	Now 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 initial authorization.	20.00

* 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 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 AND FIVE THOUSAND DOLLARS (\$105,000).

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.

CONTRACT INSURANCE APPROVAL

DATE: August 21, 2006

TO: Janine Keller FAX: 363-4864 PONY: EPS 163

FROM: Susann Reed

PHONE: 573-2226 FAX: 573-2841 PONY: MHL 322

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Omal Bani Saberi, LCSW

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? NO

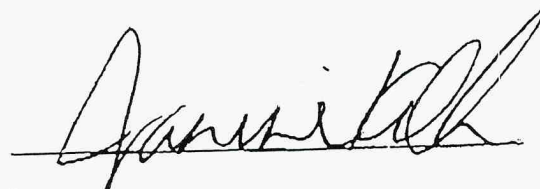
NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 0

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: SEE ATTACHED

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	1 Mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability	1 Mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:


Risk Management Signature

8/23/06
Date

1/17/06 SOCIAL WORKER PROFESSIONAL LIABILITY POLICY

***** RENEWAL *****

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).

DECLARATIONS

POLICY NO: **SWL-3618374**
ITEM 1. (a) NAME AND ADDRESS OF INSURED:

**DMAL BANI SABERI
706 COLORADO AV
PALO ALTO, CA 94303**

ACCOUNT NO: **CA-SABD409-0 0309555S**
ITEM 1. (b) ADDITIONAL NAMED INSURED:

TYPE OF ORG: **INDIVIDUAL**

ITEM 2. ADDITIONAL INSURED:

ITEM 3. POLICY PERIOD: FROM: **03/01/06** TO: **03/01/07**
12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN:

ITEM 4. LIMITS OF LIABILITY:

- (a) \$ **2,000,000** EACH WRONGFUL ACT OR SERIES OF CONTINUOUS, REPEATED OR INTERRELATED WRONGFUL ACTS OR OCCURRENCE
- (b) \$ **4,000,000** AGGREGATE
- (c) \$ **5,000** DEFENSE REIMBURSEMENT

ITEM 5. PREMIUM SCHEDULE:

CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM
PROFESSIONALS	1	225.00	225.00
DEFENSE LIMIT			.00
TOTAL PREMIUM:			225.00

ITEM 6. RETROACTIVE DATE: **03/01/97**

ITEM 7. EXTENDED REPORTING PERIOD
ADDITIONAL PREMIUM (If exercised): \$ **225.00**

ITEM 8. POLICY FORMS AND ENDORSEMENTS
**55932 (7/96) 85933 (7/96) 52133 (3/94)
13191 (10/03)**


AUTHORIZED COMPANY REPRESENTATIVE

THIS IS NOT A BILL. PREMIUM HAS BEEN PAID.

Program-at-a-Glance

Policy Form:	Claims-Made (Plain Language Form)
Basic Coverage:	Claims-Made Provides protection against professional liability claims which might be brought against you, Occurring & Reported during the Policy Period.
Prior Acts Coverage:	Available to qualified Applicant(s)
Maximum Limit of Liability per Claim:	\$2,000,000
Maximum Limit of Liability Annual Aggregate:	\$4,000,000
Defense Reimbursement For Regulatory Investigations:	Automatic \$5,000; up to \$50,000 available at an additional premium.
Territory:	Worldwide as long as suit is brought in the U.S. or Canada.
Defense Cost:	In addition to the Limits of Liability
Defense Counsel:	Company provides specialized malpractice counsel.
Extended Claims Reporting Coverage ("Tail")	Additional extension is available for an additional premium, no matter who terminates coverage. This coverage is free if you fully retire, become permanently disabled or die.

Special Features

- Automatic coverage of additional employees hired during the policy term. Note that the policy defines "Who is an Insured" to mean the individual, partnership, corporation or other entity named in the Declarations (face page) of the policy, and also any partner, director, trustee, officer or employee thereof while acting within the scope of his/her duties as such.
- \$250 per diem up to \$5,000 for income loss due to your attendance at court and/or depositions.
- Premises Liability at no additional charge to protect you from third parties who are injured (tripping or falling, etc.) while at your professional office.
- Provides coverage for contractual liability which is assumed by you under contracts with third parties (such as HMOs), for whom you provide professional services.
- Built in \$5,000 in legal fee reimbursement for licensing board or governmental investigations against you, plus the ability to purchase up to \$50,000 of coverage.
- Separate limits of liability (per claim and annual aggregate) for each named insured on group policies (very important for managed care providers).

Policy coverages and benefits are subject to the terms, conditions and exclusions contained in the policy. For complete provisions, including exclusions, please refer to the policy itself. A specimen copy of the policy is available upon request.

Please note: The policies are issued through the NASW Purchasing Group, Inc. utilizing the American Home Assurance/Granite State Insurance Companies (AIG) in conjunction with the American Professional Agency, Inc.

THIS POLICY IS A CLAIMS-MADE POLICY, PLEASE READ CAREFULLY!

Claims Made Coverage

The NASW Insurance Trust program protects you for any covered act or omission in rendering or failing to render professional services which were performed (or should have been performed) **after** the retroactive date shown on your Declarations page. The claim must **also** first be made while the policy is in effect.

Prior Acts Option

Prior Acts coverage may be available for your claims-made policy if approved by underwriters.

In order to be considered for prior acts coverage there can be **NO** gap in coverage. You would need to have an active claims-made policy and provide us with a copy of your current Declarations page which indicates the retroactive date so we can determine if you are eligible for the retroactive date you have requested.

When switching from one claims-made policy to another it is important that you purchase prior acts on your new policy or purchase an extended reporting period (tail) coverage from your prior carrier. If you do not purchase the tail on the claims-made policy you currently hold or purchase prior acts coverage on your new policy, you will have a gap in your insurance coverage. You will be uninsured for those activities that took place while you were insured under the previous claims-made policy but reported after that policy's termination date.

Extended Claims Reporting Period Option ("Tail Coverage")

When your coverage under this policy ends, either because you decide to cancel it or not renew it, or we cancel or nonrenew coverage (other than for non-payment of premium), we will offer you in accordance with the terms of your policy, the right to purchase an unlimited extended reporting period endorsement within 90 days from the date of cancellation or nonrenewal for an additional premium charge of 100% of your expiring annual premium.

In the case of: Death, Disability or Retirement

We will provide the extended claims reporting period at no additional cost if you fully retire, or become permanently disabled, or if you die.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: OMAL BANI SABERI
Contact Person: SAME
Address: 706 COLORADO AVENUE, PALO ALTO, CA 94303
Phone Number: 650-379-0913
Fax Number: 775-249-6970

II 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.
[X] 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.

Signature: Omal Bani Saberi, LCSW

Name (Please Print): OMAL BANI SABERI

Title: Licensed Clinical Social Worker Date: 7 AUGUST 2006