

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND MICHAEL LEVINSON, MD**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Michael Levinson, MD, 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 26, 2005, and

WHEREAS, the parties wish to amend the Agreement to increase the maximum obligation by \$225,000 to a new maximum of THREE HUNDRED THOUSAND DOLLARS (\$300,000) 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:  
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 obligation under this contract exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000).
2. Paragraph 12. **Non-Discrimination** is hereby deleted and replace 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.
3. The original Exhibit B is replaced with Exhibit B attached hereto.
4. All other terms and conditions of the agreement dated July 1, 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: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors

Date: \_\_\_\_\_

Michael Levinson, MD



Contractor

Date: 2/13/2007

AMENDED EXHIBIT B  
MICHAEL LEVINSON, MD  
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. For services provided between July 1, 2005 through December 31, 2005 the following rates shall apply (as per host County rate for San Francisco where applicable):

<u>CPT Code</u>	<u>Description</u>	<u>Rate*</u>
90805	Medical Psychotherapy, 20-30 minutes	30.00
90807	Medical Psychotherapy, 45-50 minutes	100.00
X2255	15 minute clinical consultation (telephone)	10.00
90847	Family Therapy, 60 minute session	75.00
90853	Group Medical Therapy, per person	30.00
90862	Psychiatric Somatotherapy (pharmacologic management)	60.00
90870	Electroconvulsive Therapy – single seizure, 25 min	55.00
99205	Initial Assessment, Outpatient, high complexity (90801 SF)	120.00
99221	Hospital care, initial, 70 minutes (adult)	75.00
99222	In-patient initial assessment by admitting physician, moderate complexity, 50 minutes	68.00
99223	In-patient initial assessment by admitting physician, moderate complexity, 70 minutes	77.00
99231	Hospital care, subsequent, low complexity, 15 minutes	36.30
99232	Hospital care, subsequent, moderate complexity, 25 minutes	30.50
99233	Hospital care, subsequent, high complexity, 35 minutes	30.50
99241	Consultation, office, straight forward, 15-30 minutes	29.52
99243	Consultation, office, low complexity, 40 minutes	49.20

99244	Consultation, office, moderate complexity, 60 minutes	68.88
99254	Initial Inpatient Consultation, 80 minutes	93.00
99263	Follow-up Inpatient Consultation, 30 minutes	40.00
99273	Confirmatory Consultation	51.25
99282	Emergency Department Visit, low complexity	20.89
99283	Emergency Department Visit, moderate complexity	38.22
99285	Emergency Department Visit, high complexity	92.64
99301	Nursing Facility Visit, comprehensive assessment, low complexity, 30 minutes	36.43
99303	Nursing Facility Visit, comprehensive assessment, moderate/high complexity, 50 minutes	70.31
99311	Nursing Facility Visit, subsequent care, low complexity, 15 minutes	13.25
99313	Nursing Facility Visit, subsequent care, moderate/high complexity, 30 minutes	41.00
99321	Domiciliary, rest home visit, new patient, low severity	40.85
99322	Domiciliary, rest home visit, new patient, moderate severity	49.68
99323	Domiciliary, rest home visit, new patient, high severity	70.00
99331	Domiciliary, rest home visit, established patient, low complexity	16.00
99332	Domiciliary, rest home visit, established patient, moderate complexity	30.00
99333	Domiciliary, rest home visit, established patient, high complexity	41.00
N0000	No Show (failure of client to appear for or cancel an appointment within 24hrs of the scheduled time, documented in chart at time of appointment, verifiable in retrospective audit.) Limit 2 per client within the first authorization period.	20.00

\* County shall pay such rates less any third-party payments.

B. For services provided between January 1, 2006 through June 30, 2008 the following rates shall apply:

<u>CPT Code</u>	<u>Description</u>	<u>Rate*</u>
90801	Psychiatric Diagnostic Interview, 105 min	183.42
90805	Medical Psychotherapy, 40 minutes	85.54
90807	Medical Psychotherapy, 60 minutes	124.10
90816	Hospital care, initial, low complexity, 40 minutes	62.66
90817	Hospital care, initial, low complexity with medical eval & mgmt, 40 minutes	84.84
90818	Hospital care, individual psychotherapy, 50 minutes	93.39
90819	Hospital care, individual psychotherapy with medical eval & mgmt, 50 minutes	122.41
90821	Hospital care, individual psychotherapy with medical eval & mgmt, 90 minutes	140.25
90862	Psychiatric Somatotherapy (pharmacologic management)	62.40
90870	Electroconvulsive Therapy – single seizure, 25 min	190.00
99222	In-patient initial assessment by admitting physician, moderate complexity, 50 minutes	132.52
99223	In-patient initial assessment by admitting physician, moderate complexity, 70 minutes	184.69
99231	Hospital care, subsequent, low complexity, 15 minutes	40.14
99232	Hospital care, subsequent, moderate complexity, 25 minutes	65.61
99233	Hospital care, subsequent, high complexity, 35 minutes	93.13
99239	Hospital Discharge, 50 min	115.35
99241	Consultation, office, straight forward, 15-30 minutes	51.59
99243	Consultation, office, low complexity, 40 minutes	69.00
99244	Consultation, office, moderate complexity, 60 minutes	104.00
99254	Initial Inpatient Consultation, 80 minutes	167.55
99255	Initial Inpatient Consultation, 110 minutes	230.96

\* County shall pay such rates less any third-party payments.



C. 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.

D. Payment

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 THREE HUNDRED THOUSAND DOLLARS (\$300,000).

E. Billing

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.

F. 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.

G. 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

**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

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

- a. Employs fewer than 15 persons. (or no employees)
- 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.

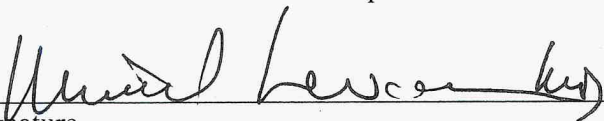
Michael Levinson, MD  
Name of 504 Person - Type or Print

same  
Name of Contractor(s) - Type or Print

5696 Diamond Heights Blvd.  
Street Address or P.O. Box

San Francisco, CA 94131  
City, State, Zip Code

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

  
Signature

Michael Levinson, M.D.  
Title of Authorized Official

01/10/2007  
Date

\*Exception: DHHS regulations state that:

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

### CONTRACT INSURANCE APPROVAL

DATE: January 11, 2007

TO: Faiza Steele FAX: 363-4864 PONY: HRD 163

FROM: Susann Reed

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

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

CONTRACTOR NAME: Michael Levinson, MD

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

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: None

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	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1,000,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

*Faiza Steele*  
 \_\_\_\_\_  
 Faiza Steele  
 Risk Management Analyst

*1/17/07*  
 \_\_\_\_\_  
 Date

# Medical Insurance Exchange of California

6250 Claremont Avenue, Oakland, California 94618-1324 Telephone (510) 428-9411 - (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 provisions of the policy designated.

POLICYHOLDER: MICHAEL U. LEVINSON, M.D.  
5696 DIAMOND HEIGHTS BLVD  
SAN FRANCISCO, CA 94131

POLICY NUMBER: DR02-025101  
ORIGINAL EFFECTIVE DATE: FEBRUARY 01, 1998  
RETROACTIVE DATE: FEBRUARY 01, 1998  
POLICY EFFECTIVE DATE: FEBRUARY 01, 2007  
EXPIRATION DATE: FEBRUARY 01, 2008  
SPECIALTY: PSYCHIATRY  
SUBSPECIALTY: GENERAL PRACTICE


### Limits of Liability - Of at least

\$1,000,000	Each Claim Any one claim or suit or maximum for the results of one injury.	\$3,000,000	Annual Aggregate Aggregate annual maximum for the results of all claims.
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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.

Please be advised that a notification of cancellation will be provided if for any reason the above noted policyholder's professional liability insurance should be cancelled.

Medical Underwriters of California  
Attorney-in-Fact

By: 

Date: December 12, 2006

THIS CERTIFICATE ISSUED TO:  
POLICYHOLDER



# Medical Insurance Exchange of California

HOME OFFICE: OAKLAND, CALIFORNIA

## RENEWAL DECLARATIONS

1. Name and Mailing Address of Named Insured

Policy No. DR02-02510I

Date FEBRUARY 07, 2006

MICHAEL U. LEVINSON, M.D.  
5696 DIAMOND HEIGHTS BLVD  
SAN FRANCISCO, CA 94131

2. Named Insured is **INDIVIDUAL DOCTOR**  
3A. The Retroactive Date is **FEBRUARY 01, 1998**  
3B. The Original Effective Date is **FEBRUARY 01, 1998**  
4. Policy Period - Policy Effective from **FEBRUARY 01, 2006 TO FEBRUARY 01, 2007**  
5. Limits of Liability as defined in the general conditions of the policy.

<b>PART I - COVERAGE FOR HEALTH CARE SERVICES TO PATIENTS AND AS A CONSULTANT</b>	
<b>PART IIA - COVERAGE FOR PEER REVIEW LIABILITIES</b>	
\$1,000,000	EACH CLAIM \$3,000,000 ANNUAL AGGREGATE
<b>PART IIB - DEFENSE COVERAGE FOR SPECIFIED PRACTICE RISKS - \$25,000 TOTAL LIMIT</b>	
<b>PART III - COVERAGE FOR PROFESSIONAL PREMISES</b>	
EACH CLAIM / ANNUAL AGGREGATE	
BODILY INJURY: \$1,000,000 / \$3,000,000	<b>PART III(3) - LIMITED NON-OWNED AUTOMOBILE LIABILITY</b>
PROPERTY DAMAGE: \$100,000 / \$100,000	EACH CLAIM / ANNUAL AGGREGATE
	BODILY INJURY: \$100,000 / \$100,000
	PROPERTY DAMAGE: \$25,000 / \$25,000
<b>PART IV - OPTIONAL DEFENSE COVERAGE FOR MISCELLANEOUS BUSINESS LIABILITY</b>	
EACH CLAIM / ANNUAL AGGREGATE	
<b>NOT INCLUDED</b>	

COVERAGE AS PROVIDED IN REVISED 2/2004 POLICY AND APPLICABLE ENDORSEMENTS  
EMPLOYED OFFICE NURSES AND MEDICAL ASSISTANTS INCLUDED - NO ADDITIONAL PREMIUM

### i. COVERAGE CLASSIFICATIONS

DOCTOR CLASS 03 - 5300 / PSYCHIATRY \$1,860.00

R04(04) EMPLOYMENT/CONTRACT EXCLUSION EFFECTIVE 08/01/00  
U.C.S.F./S.F. GENERAL HOSPITAL

R02(04) PART-TIME PRACTICE LIMITATION-LESS THAN 10 HRS/WK EFFECTIVE 02/01/99

R04(04) EMPLOYMENT/CONTRACT EXCLUSION EFFECTIVE 02/01/99  
JOHN GEORGE PSYCHIATRIC PAVILION

TOTAL PART I / PART II PREMIUM \$1,860.00

PART III - COVERAGE FOR PROFESSIONAL PREMISES - LOCATIONS:  
2299 POST STREET, SUITE 104  
SAN FRANCISCO, CA

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 

# Medical Insurance Exchange of California

HOME OFFICE: OAKLAND, CALIFORNIA

## RENEWAL DECLARATIONS

1. Name and Mailing Address of Named Insured

Policy No. **DR02-02510I**

**MICHAEL U. LEVINSON, M.D.**

Date **FEBRUARY 07, 2006**

PAGE 2

2. Named Insured is

3A. The Retroactive Date is

3B. The Original Effective Date is

4. Policy Period - Policy Effective from

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**

EACH CLAIM

ANNUAL AGGREGATE

**PART IIB - DEFENSE COVERAGE FOR SPECIFIED PRACTICE RISKS - \$25,000 TOTAL LIMIT**

**PART III - COVERAGE FOR PROFESSIONAL PREMISES**

EACH CLAIM / ANNUAL AGGREGATE

**PART III(3) - LIMITED NON-OWNED AUTOMOBILE LIABILITY**

EACH CLAIM / ANNUAL AGGREGATE

BODILY INJURY:

BODILY INJURY:

PROPERTY DAMAGE:

PROPERTY DAMAGE:

**PART IV - OPTIONAL DEFENSE COVERAGE FOR MISCELLANEOUS BUSINESS LIABILITY**

EACH CLAIM / ANNUAL AGGREGATE

**117 NORTH SAN MATEO DRIVE  
SAN MATEO, CA**

**TOTAL POLICY PREMIUM**

**\$1,860.00**

**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





**County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Michael Levinson, MD	Phone:	415 282 2022
Contact Person:	same	Fax:	650 745 0625
Address:	5696 Diamond Heights Blvd. San Francisco, CA 94131		

**II. EQUAL BENEFITS** (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
- offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
  - Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
- Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_ (date) and expires on \_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_ (date) and expires on \_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

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.

Michael Levinson MD  
Signature

Michael Levinson, M.D.  
Name

01/10/2007  
Date

psychiatrist  
Title