

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND GRAHAM BEAUMONT, MD**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, 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; and

WHEREAS, the parties entered into an Agreement for professional services on December 13, 2005; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum obligation by \$35,000 to new maximum of \$185,000 for the term 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 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 ONE HUNDRED AND EIGHTY FIVE THOUSAND DOLLARS (\$185,000).
2. Paragraph **16. Jury Service** is hereby added as follows:
16. 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. Exhibit B is replaced with the Exhibit B attached hereto.
4. All other terms and conditions of the Agreement dated December 13, 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: _____

Graham Beaumont, MD

Graham Beaumont, MD
Contractor

Date: 4/10/07

AMENDED 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. For services provided between July 1, 2005 through December 31, 2005 the following rates shall apply:

<u>CPT Code</u>	<u>Description</u>	<u>Rate*</u>
90805	Individual Medical Psychotherapy, 20 to 30 minutes	61.00
90807	Individual Medical Psychotherapy, 45 to 50 minutes	95.00
X8255	15 minute clinical consultation (telephone)	10.00
90847	Family Therapy, 60 minute session	75.00
90853	Group Medical Therapy, per person, 15 minute session	4.12
G9030	Group Medical Therapy, per person, 30 minute session	8.10
G9045	Group Medical Therapy, per person, 45 minute session	12.15
G9060	Group Medical Therapy, per person, 60 minute session	16.20
G9075	Group Medical Therapy, per person, 75 minute session	20.25
G9090	Group Medical Therapy, per person, 90 minute session	24.30
G9105	Group Medical Therapy, per person, 105 minute session	28.35
G9120	Group Medical Therapy, per person, 120 minute session	32.40
90862	Psychiatric Somatotherapy (pharmacologic management)	61.00
90870	Electroconvulsive therapy - single seizure	55.35
99205	Initial Assessment, Outpatient, high complexity	109.00
99221	Hospital care, initial, low complexity, 30 minutes	33.12
99222	Hospital care, initial, moderate complexity, 50 minutes	70.66
99223	Hospital care, initial, high complexity, 70 minutes	125.00
99231	Hospital care, subsequent, low complexity, 15 minutes	27.60

99232	Hospital care, subsequent, moderate complexity, 25 minutes	36.43
99233	Hospital care, subsequent, high complexity, 35 minutes	70.00
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 min.	13.25
99313	Nursing Facility Visit, subsequent care, moderate/high complexity, 30 minutes	38.64
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	71.76
99331	Domiciliary, rest home visit, established patient, low complexity	18.77
99332	Domiciliary, rest home visit, establ. patient, moderate complexity	34.22
99333	Domiciliary, rest home visit, established patient, high complexity	40.85
N0000	No 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 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 ONE HUNDRED AND EIGHTY FIVE THOUSAND DOLLARS (\$185,000).

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.

Graham Beaumont, MD GRAHAM BEAUMONT, MD
Name of 504 Person - Type or Print

Same Same
Name of Contractor(s) - Type or Print

1 Baywood Ave. #7 PMB 517 7 W 41st Ave
Street Address or P.O. Box

San Mateo, CA 94402 SAN MATEO, 94403, CA.
City, State, Zip Code

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

Graham Beaumont (MD)
Signature

Title of Authorized Official

4/10/07
Date

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

*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: April 16, 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: Graham Beaumont, MD

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	\$1,000,000	<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

4/16/07
 Date

Medical Insurance Exchange of California

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

CERTIFICATE OF INSURANCE

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

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

POLICY NUMBER: DR11-00217I
ORIGINAL EFFECTIVE DATE: FEBRUARY 24, 1989
RETROACTIVE DATE: FEBRUARY 24, 1989
POLICY EFFECTIVE DATE: FEBRUARY 01, 2007
POLICY EXPIRATION DATE: FEBRUARY 01, 2008
SPECIALITY: PSYCHIATRY
SUB-SPECIALITY: NO SUBSPECIALTY
LIMITS OF LIABILITY: OF AT LEAST

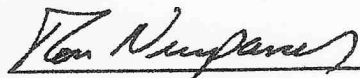
EACH CLAIM	\$1,000,000	Any one claim or suit or maximum for the results of one injury.
ANNUAL AGGREGATE	\$3,000,000	Aggregate annual maximum for the results of all claims.

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

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.

Countersigned: Medical Underwriters of California
Attorney-in-Fact

This certificate issued to:

by 

POLICYHOLDER

MARCH 29, 2007

Date _____

Medical Insurance Exchange of California

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

CERTIFICATE OF INSURANCE

As requested, we are pleased to certify that professional premises liability insurance on a "claims made" basis is in effect for the Insured named herein, subject to the provision of the policy designated.

Policyholder:

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

Policy Number:

Effective Date:

DR11-002171

Expiration Date:

FEBRUARY 01, 2007

~~FEBRUARY 01, 2008~~

Limits of Liability - Professional Premises Coverage

Bodily Injury Liability - Premises

Each Claim

Annual Aggregate

\$1,000,000

Property Damage Liability - Premises

\$3,000,000

\$100,000 Each Claim/Annual Aggregate

Location(s)

4100 S. EL CAMINO REAL - SAN MATEO, CALIFORNIA

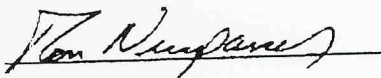
RE: PREMISES LIABILITY

This Certificate of Insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by the above policy.

This Certificate Issued To:

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

Medical Underwriters of California
Attorney-in-Fact

by 

Date

APRIL 10, 2007

MEIC-D (Rev 001PS)

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

I. CONTRACTOR INFORMATION

Contractor Name:	Graham Beaumont, MD	Phone:	650-349-6121
Contact Person:	Same	Fax:	
Address:	1 Baywood Ave #7 PMB. 517. 7 W 41st Ave San Mateo, CA 94402 94403		

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.

Graham Beaumont MD
Signature

7/10/07
Date

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