

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
MARC ABRAMSON, M.D.**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called  
"County," and MARC ABRAMSON, 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 providing professional services.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are included 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 Agreement exceed ONE HUNDRED SEVENTY THOUSAND SIX HUNDRED FORTY-FIVE DOLLARS (\$170,645).

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2009 through June 30, 2011.

This Agreement may be terminated by Contractor, the Chief of the Health System 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**

Each party to hold the other party harmless for a party's own negligence or willful misconduct.

**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 Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County 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 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 I 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 . . . . . \$ 0
- (b) Motor Vehicle Liability Insurance . . . . . \$ 0
- (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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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 and Other Requirements**

- 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 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.

**12. 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.

**13. Retention of Records, Right to Monitor and Audit**

(a) CONTRACTOR shall maintain all required records for three (3) 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.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**14. 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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.

**15. Controlling Law and Venue**

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:  
San Mateo County  
Behavioral Health and Recovery Services  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

In the case of Contractor, to:  
Marc Abramson, M.D.  
825 Oak Grove Avenue, Suite A206  
Menlo Park, CA 94025

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Mark Church, President,  
Board of Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

MARC ABRAMSON, M.D.

\_\_\_\_\_  
Contractor's Signature

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





MARC ABRAMSON, M.D.  
FY 2009 – 2011  
EXHIBIT A

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

A. Forensic Mental Health

1. Contractor shall provide an average of ten (10) hours per week of psychiatric evaluation, medication evaluation and treatment, treatment plan review, and case consultation at the Women's Correctional Center. Contractor shall also provide case consultation to Forensic Health staff and shall attend all meetings, which are required by the Behavioral Health and Recovery Services (BHRS) Medical Director or designee. Such services shall be provided in a professional and diligent manner.
2. Contractor shall work under the general direction of the BHRS Medical Director or designee. Case documentation shall be maintained in compliance with Short-Doyle Medi-Cal standards as described in DMH Notice 94-14, the Rehabilitation option including completion of the Physician's Initial Note, Mental Health Services' Medication Consent forms, and progress and prescribing notes. Charts shall be subject to annual medication monitoring review.
3. Service Standards
  - a. Contractor will meet County expectations of outpatient clinic productivity.
  - c. Contractor will work cooperatively with County designees to optimize work flow, including participating in work-flow analysis, appropriate use of scheduling, division of duties, optimal use of clinic staff, and other activities as designated by County.
  - d. Contractor will make all reasonable efforts to participate in coordination and optimization of services, including but not limited to active participation in Quality Improvement and Utilization Management efforts.

- e. Contractor will make all reasonable efforts to schedule the provision of services in a manner that complies with the County's staffing needs.
- f. Contractor will attempt to provide two (2) months notice, but under no circumstance shall provide less than two (2) weeks, for non-emergency absences from assigned duties. Notice shall be provided electronically or in writing to all relevant service areas.

4. Professional Standards

Contractor shall perform his duties under this Agreement in accordance with the rules of ethics of the medical profession. Contractor shall also perform his duties under this agreement in accordance with the appropriate standard of care for his or her medical profession and specialty.

5. Provision of Records for County

Contractor shall furnish any and all information, records and other documents related to Contractor's services hereunder which County may reasonably request in furtherance of its quality assurance, utilization review, risk management, and any other plans and/or programs adopted by County to assess and improve the quality and efficiency of County's services. As reasonably requested, Contractor shall participate in one or more of such plans and/or programs.

6. Contractor's Conflict of Interest

Contractor shall inform County of any other arrangements which may present a professional, financial, stark law, or any other state or federal conflict of interest or materially interfere in Contractor's performance of its duties under this Agreement. In the event Contractor pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes (or is reasonably anticipated to interfere) with Contractor's performance under this Agreement, County may exercise its rights and privileges hereunder.

7. No Contract in County Name

Contractor shall not have the right or authority to enter into any contract in the name of County or otherwise bind County in any way without the express written consent of County.

B. Mental Health Plan (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 outpatient services by the Mental Health Services Division's ACCESS Team. All inpatient services are retrospectively reviewed for medical necessity and payment by the County.
2. Treatment specialties include the following:
  - a. Hospital Inpatient Care
3. Services shall include the following:
  - a. Assessment Services
  - b. Treatment Services:
    - 1) Individual psychotherapy
    - 2) Medical evaluation and management
    - 3) Consultation

II. ADMINISTRATIVE REQUIREMENTS

A. Forensic Mental Health

1. Compliance with Health Information Privacy and Accountability Act (HIPAA)

Contractor shall participate in the San Mateo County BHRS Organized Health Care Arrangement (OHCA) as defined by the Health Information Privacy and Accountability Act (HIPAA) Privacy Rule (106.103). Contractor shall follow all HIPAA policies and procedures of San Mateo County BHRS.

2. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRIS Compliance Plan and Code of Conduct. In addition, Contractor shall be aware of compliance mandates, and be informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

3. Reporting of Convictions

Contractor shall report any and all felony and/or misdemeanor convictions that occur during the term of this agreement within seventy-two (72) hours of the conviction. A conviction may, at the discretion of the County, result in the termination of the agreement. Each conviction will be reviewed by County to determine if it is substantially related to the services provided through the agreement prior to making a determination regarding termination of the agreement. Failure to report a conviction within seventy-two (72) hours of the conviction may, at the discretion of the County, result in termination of the agreement.

4. Qualifications

- a. Contractor shall at all times keep and maintain a valid license to engage in the practice of medicine in the State of California.
- b. Contractor's representatives shall be certified by the appropriate State recognized Board in California (or eligible for certification by such Board by virtue of having successfully completed all educational and residency requirements required to sit for the Board examinations).

5. Miscellaneous Duties and Responsibilities

Contractor will cooperate with the administration of psychiatry services. Such cooperation shall include, but not limited to maintaining medical records in a timely fashion.

6. Compliance with Rules and Regulations

Contractor agrees to abide by rules, regulations and guidelines of County, as the County may from time to time amend, add or delete rules, regulation or guidelines at County's sole discretion and such amendment will not affect the enforceability or terms of this Agreement.

7. Requirement of Physician to Notify County of any Detrimental Professional Information or Violation of County Rules or Policies

Contractor shall notify County upon the occurrence of any and/or all of the following:

- a. Contractor's license to practice medicine in any jurisdiction is suspended, revoked, or otherwise restricted;
  - b. A complaint or report concerning Contractor's competence or conduct is made to any state medical or professional licensing agency;
  - c. Contractor's privileges at any hospital, health care County or under any health care plan are denied, suspended, restricted or terminated (other than by contractor) or under investigation for medical disciplinary cause or reason;
  - d. Contractor's controlled substance registration certificate (issued by the Drug Enforcement Administration) if any, is being, or has been suspended, revoked or renewed;
  - e. Contractor's participation as a Medicare or Medi-Cal provider is under investigation or has been terminated;
  - f. There is a material change in any of the information the Contractor has provided to County concerning Contractor's professional qualification or credentials;
8. Contractor must also notify the County within thirty (30) days of:
- a. any breach of this Agreement;
  - b. any material violation of County's rules or regulations by the Contractor himself/herself; and/or
  - c. if Contractor is subject to or participant in any form of activity which could be characterized as discrimination or harassment.
9. Automatic Termination

This Agreement shall be immediately terminated as follows:

- a. Upon Contractor's loss, restriction or suspension of his or her professional license to practice medicine in the State of California;
- b. Upon Contractor's suspension or exclusion from either the Medicare or Medi-Cal Programs;
- c. If the Contractor violates the State Medical Practice Act;
- d. If the Contractor's professional practice imminently jeopardizes the safety of clients;
- e. If Contractor violates ethical and professional codes of conduct of the workplace as specified under state and federal law;
- f. Contractor has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;
- g. Contractor becomes disabled so as to be unable to perform the duties required by this Agreement;
- h. Contractor fails to maintain professional liability insurance required by this Agreement.

10. Tail Coverage

If Contractor obtains one or more claims-made insurance policies to fulfill its obligations, Contractor will: (1) maintain coverage with the same company during the term of this Agreement and for at least three (3) years following termination of this Agreement; or (2) purchase or provide coverage that assures protection against claims based on acts or omissions that occur during the period of this Agreement which are asserted after the claims-made insurance policy expired.

B. Mental Health Plan

1. 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.

2. 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 (18<sup>th</sup>) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

3. 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.

4. 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.

5. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement.

6. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

7. 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.

8. 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.

9. 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 ninety (90) days after the completion of the beneficiary problem resolution process.

### III. GOAL AND OBJECTIVE

#### Forensic Mental Health

Goal: Clients shall be satisfied with services provided.



Objective: At least ninety percent (90%) of customer survey respondents will rate services as good or better.

Data to be collected by County.

#### Mental Health Plan

Goal 1: Clients shall avoid more intensive levels of mental health services.

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.

Data to be collected by County.

MARC ABRAMSON, M.D.  
FY 2009 – 2011  
EXHIBIT B

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

A. Forensic Mental Health

1. For the first (1<sup>st</sup>) year of the term of this Agreement (July 1, 2009 through June 30, 2010), County shall pay Contractor at a rate of ONE HUNDRED THREE DOLLARS AND SIXTY-SEVEN CENTS (\$103.67) per hour for up to an average of ten (10) hours per week.
2. For the second (2<sup>nd</sup>) year of the term of this Agreement (July 1, 2010 through June 30, 2011), County shall pay Contractor at a rate of ONE HUNDRED THREE DOLLARS AND SIXTY-SEVEN CENTS (\$103.67) per hour for up to an average of ten (10) hours per week.
3. In the event Contractor receives one (1) additional Board Certification from American Board of Psychiatry and Neurology, Contractor's rate of pay will increase to ONE HUNDRED EIGHT DOLLARS AND EIGHTY-FIVE CENTS (\$108.85) per hour for the first (1<sup>st</sup>) year of the contract, and ONE HUNDRED EIGHT DOLLARS AND EIGHTY-FIVE CENTS (\$108.85) per hour for the second (2<sup>nd</sup>) year of the contract. The increase will be effective as of the first (1<sup>ST</sup>) day of the month following Contractor's receipt of such certification. Contractor will promptly provide County with proof of any such certification receipt.

4. In the event Contractor receives a second (2<sup>nd</sup>) Board Certification from American Board of Psychiatry and Neurology, Contractor's rate of pay will increase to ONE HUNDRED FOURTEEN DOLLARS AND TWENTY-NINE CENTS (\$114.29) per hour for the first (1<sup>st</sup>) year of the contract, and ONE HUNDRED FOURTEEN DOLLARS AND TWENTY-NINE CENTS (\$114.29) per hour for the second (2<sup>nd</sup>) year of the contract. The increase will be effective as of the first (1<sup>ST</sup>) day of the month following Contractor's receipt of such certification. Contractor will promptly provide County with proof of any such certification receipt.

B. Mental Health Plan

1. Contractor shall be compensated for services provided to the beneficiaries listed below when the County authorizes such services.
  - a. San Mateo County Medi-Cal beneficiaries, who are Medi-Cal eligible at the time of referral and authorization. It is the Contractor's responsibility to ensure that the client is eligible at the time services are provided.
  - b. 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.
  - c. 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.
  - d. Clients enrolled in the Health Plan of San Mateo Medicare Advantage Plan.

2. Rates of Payment

CPT Code	<i>Description</i>	Rate*
90801	Psychiatric Diagnostic Interview, 105 minutes	183.42
90805	Medical Psychotherapy, 40 minutes	85.54

90806	Individual Psychotherapy in office or outpatient facility, 60 minutes	117.35
90807	Medical Psychotherapy, 60 minutes	124.10
X8255	15 minute clinical consultation (telephone)	10.00
90847	Family Therapy, 60 minute session	138.81
90853	Group Medical Therapy, per person, 15 minute session	17.00
90862	Psychiatric Somatotherapy (pharmacologic management), 15 min	62.40
90870	Electroconvulsive therapy, 25 min	190.00
99205	Initial Assessment, Outpatient, high complexity, 60 min	168.23
90816	Hospital care, initial, low complexity, 40 minutes	62.66
90817	Hospital care, initial, moderate complexity, 40 minutes	84.84
90818	Hospital care, initial, moderate complexity, 60 minutes	93.39
90819	Hospital care, initial, moderate complexity, 60 minutes	122.41
90821	Hospital care, initial, high complexity, 90 minutes	140.25
99222	In-patient initial assessment by admitting psychiatrist, 50 min	132.52
99223	Hospital care, initial, high 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 minutes	115.35
99241	Consultation, office, straight forward, 25 minutes	51.59
99243	Consultation, office, low complexity, 40 minutes	69.00
99244	Consultation, office, moderate complexity, 60 minutes	104.00
99251	Initial Inpatient Consultation, 20 minutes	41.80
99252	Initial Inpatient Consultation, 40 minutes	83.60
99253	Initial Inpatient Consultation, 55 minutes	114.95
99254	Initial Inpatient Consultation, 80 minutes	167.55
99255	Initial Inpatient Consultation, 110 minutes	230.96
99282	Emergency Department Visit, low complexity, 30 minutes	31.48
99283	Emergency Department Visit, moderate complexity, 30 minutes	70.65
99285	Emergency Department Visit, high complexity, 60 minutes	171.91
99304	Nursing Facility Visit, comprehensive assessment, low complexity, 30 minutes	46.00

99305	Nursing Facility Visit, comprehensive assessment, moderate/high complexity, 50 minutes	77.00
99308	Nursing Facility Visit, subsequent care, low complexity, 15 min.	23.00
99309	Nursing Facility Visit, subsequent care, moderate/high complexity, 30 minutes	65.00
99310	Nursing Facility Visit, subsequent care, high complexity, 60 minutes	82.00
99325	Domiciliary, rest home visit, new patient, low severity, 30 minutes	40.85
99326	Domiciliary, rest home visit, new patient, moderate severity, 45 minutes	49.68
99327	Domiciliary, rest home visit, new patient, high severity, 60 minutes	71.76
99335	Domiciliary, rest home visit, established patient, low complexity, 30 minutes	33.00
99336	Domiciliary, rest home visit, established patient, moderate complexity, 40 minutes	53.00
99337	Domiciliary, rest home visit, established patient, high complexity, 60 minutes	60.00
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

\* Spanish and Tagalog bilingual differential paid with prior request at time of initial authorization. Other languages on case-by-case basis and will be determined by the ACCESS Team.

3. Rate increases after the first (1<sup>st</sup>) year shall be at the sole discretion of the Chief of the Health System, or designee. In no event shall the maximum, but not guaranteed compensation for the agreement term for services as described in section I.B. of Exhibit A of this Agreement exceed FIFTY THOUSAND DOLLARS (\$50,000).

4. 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.

5. 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.

6. 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 to County for compensation for covered services and, with the exception of authorized co-payments, shall at no time seek compensation from beneficiary.

C. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED SEVENTY THOUSAND SIX HUNDRED FORTY-FIVE DOLLARS (\$170,645).

D. Monthly Reporting

Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the prior month. Such invoices shall be on County provided forms or in a County approved format. County reserves the right to change the forms, format, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.

E. Billing and Compliance

Contractor shall prepare such administrative and business records and reports related to the Service in such format and upon such intervals, as County shall reasonably require. Contractor shall not directly submit a billing statement of charges to any County client or other entity for services arising from the practice of medicine, nor shall Contractor make any surcharge or give any discount for care provided without the prior written authorization of County. The County has complete authority to assign clients to various Contractors, determine write-offs, and take any other action relating to billing and collection of fees for clinical services. All accounts receivable generated for services rendered by Contractor pursuant to this Agreement are the property of the County. Contractor shall have the right to review any and all billings for his/her services bearing his/her name of Provider Number. Contractor is required to request the correction of any errors including providing a refund to payors if warranted.

- F. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement.
- G. Budget modifications may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph I.C. of this Exhibit B.
- H. The Chief of the Health System or the Chief's designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- I. In the event this Agreement is terminated prior to June 30, 2011, the Contractor shall be paid for services already provided pursuant to this Agreement.
- J. Client Records Upon Termination  

All original client records shall be property of the County. Upon termination of this Agreement, Contractor shall return any such records as may be in Contractor's possession to County, subject to Contractor's right to copies of records.
- K. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim:

“Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at \_\_\_\_\_ California, on, \_\_\_\_\_ 20 \_\_\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_”

L. Change of Circumstances

In the event (1) Medicare, Medi-Cal, or any third party payor or any federal, state or local legislative or regulative authority adopts any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change in the method or amount of reimbursement or payment for services under this Agreement, or if (2) any or all such payors/authorities, impose requirements which require a material change in the manner or either party's operations under this Agreement and/or the costs related thereto, then upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstance while preserving the original intent of this Agreement to the greatest extent possible. If after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

M. Regulatory Requirements



The parties expressly agree that nothing contained in the Agreement shall require Contractor or Contractor's Representatives to refer any clients to, or order any goods or services from County. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medi-Cal programs.