AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TAMAR MEIDAV, MD

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and TAMAR MEIDAV, 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 on May 22, 2018 for psychiatry services for the term May 22, 2018 through June 30, 2020, in the amount of $338,580; and

WHEREAS, the parties wish to amend the Agreement to increase the hourly rate for Doctors with two Board Certifications plus 35%, increasing the maximum amount of the agreement by $439,774 to a new maximum of $778,354, extending the term of the agreement through June 30, 2022.

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

1. Section 3. Payments of the agreement is amended to read as follows:

   In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B1." 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 SEVEN HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED FIFTY-FOUR DOLLARS ($778,354).

2. Exhibit A is hereby deleted and replaced with Exhibit A1 attached hereto.

3. Exhibit B is hereby deleted and replaced with Exhibit B1 attached hereto.

4. All other terms and conditions of the agreement dated May 22, 2018, between the County and Contractor shall remain in full force and effect.

*** SIGNATURE PAGE TO FOLLOW ***

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

COUNTY OF SAN MATEO

By:_____
President, Board of Supervisors
San Mateo County

Date:_____

ATTEST:

By:_____
Clerk of Said Board

TAMAR MEIDAV, MD

Tamar Meidav MD.
Contractor's Signature

Date: 2/3/2020

EXHIBIT A 1 SERVICES
MEIDAV TAMAR, M.D.
FY 2017 - 2022

In consideration of the payments set forth in Exhibit B 1, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES

A. INTRODUCTION

For the term of this Agreement as herein specified, Contractor shall provide to the Behavioral Health and Recovery Services Division (BHRS) youth clients, psychiatry evaluation and treatment.

B. SERVICES

Contractor shall provide the following services:

1. Contractor shall provide psychiatric services for children and youth in the County Mental Health system, including medication evaluation and treatment, diagnostic evaluations, psychotherapy, family consultation, treatment plan review, case consultation. Clinic service sites will include Central County, Youth Case Management, Residency/Fellowship, and other sites as assigned. Such services shall be provided in a professional and diligent manner.

2. Contractor shall receive general administrative consultation from BHRS Unit Chiefs.

3. Contractor shall provide services up to an average of nineteen (19) hours per week.

4. 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. Documentation shall be completed in compliance with the San Mateo County BHRS San Mateo Documentation Manual, which is included in the Agreement by reference herein.

5. Service Standards

a. Contractor will meet County expectations of outpatient clinic productivity.

b. 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.

c. 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.

d. Contractor will make all reasonable efforts to schedule the provision of services in a manner that complies with the County's staffing needs.

e. Contractor will attempt to provide two (2) months' notice, but shall not 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.

C. Professional Standards

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

D. 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.

E. 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.

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.

F. 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.

II. ADMINISTRATIVE REQUIREMENTS

A. 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.

B. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS 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.

C. 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.

D. Qualifications

1. Contractor shall at all times keep and maintain a valid license to engage in the practice of medicine in the State of California.

2. Contractor shall at all times keep and maintain a valid Drug Enforcement Administration license required for the dispensing of pharmaceutical controlled substances.

3. Contractor 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).

E. 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.

F. 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, regulations or guidelines at County's sole discretion and such amendment will not affect the enforceability or terms of this Agreement.

G. 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:

1. Contractor's license to practice medicine in any jurisdiction is suspended, revoked, or otherwise restricted;

2. A complaint or report concerning Contractor's competence or conduct is made to any state medical or professional licensing agency;

3. 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;

4. Contractor's controlled substance registration certificate (issued by the Drug Enforcement Administration) if any, is being, or has been suspended, revoked or renewed;

5. Contractor's participation as a Medicare or Medi-Cal provider is under investigation or has been terminated;

6. There is a material change in any of the information the Contractor has provided to County concerning Contractor's professional qualification or credentials;

7. 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; or

   c. if the Contractor is subject to or participates in any form of activity which would be characterized as discrimination or harassment.

H. Automatic Termination

This Agreement shall be immediately terminated as follows:

1. Upon Contractor's loss, restriction or suspension of his or her professional license to practice medicine in the State of California;

2. Upon Contractor's suspension or exclusion from either the Medicare or Medi-Cal Programs;

3. If the Contractor violates the State Medical Practice Act;

4. If the Contractor's professional practice imminently jeopardizes the safety of clients;

5. If Contractor violates ethical and professional codes of conduct of the workplace as specified under state and federal law;

6. Contractor has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;

7. Contractor becomes disabled so as to be unable to perform the duties

required by this Agreement;

8. Contractor fails to maintain professional liability insurance required by this Agreement;

I. 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..

J. Availability and Accessibility

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.

III. GOAL AND OBJECTIVE

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

Goal 1: Clients will maintain their current or reduced level of placement.

Objective 1: At least eighty percent (80%) of clients served will maintain their current or reduced level of placement

End of Exhibit A 1

EXHIBIT B 1 PAYMENTS AND RATES
MEIDAV TAMAR, M.D.
FY 2017 - 2022

In consideration of the services provided by Contractor in Exhibit A 1, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed SEVEN HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED FIFTY-FOUR DOLLARS ($778,354).

B. Rates of Services

For the term of May 22, 2018 through June 30, 2018 shall pay Contractor at a rate of ONE HUNDRED SIXTY-TWO DOLLARS ($162) per hour for up to an average of nineteen (19) hours per week, not to exceed EIGHTEEN THOUSAND FOUR HUNDRED SIXTY-EIGHT DOLLARS ($18,468).

For the term of July 1, 2018 through June 30, 2019 County shall pay Contractor at a rate of ONE HUNDRED SIXTY-TWO DOLLARS ($162) per hour for up to an average of nineteen (19) hours per week, not to exceed ONE HUNDRED SIXTY THOUSAND FIFTY-SIX DOLLARS ($160,056).

For the term of July1, 2019 through November 30, 2019 County shall pay Contractor at a rate of ONE HUNDRED SIXTY-TWO DOLLARS ($162) per hour for up to an average of nineteen (19) hours per week, not to exceed SIXTY-SEVEN THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS ($67,716).

For the term of December 1, 2019 through June 30, 2020 County shall pay Contractor at a rate of TWO HUNDRED NINE DOLLARS ($209) per hour for up to an average of nineteen (19) hours per week, not to exceed ONE HUNDRED SIXTY THOUSAND FIFTY-SIX DOLLARS ($119,130).

For the term of July 1, 2020 through June 30, 2021 County shall pay Contractor at a rate of TWO HUNDRED NINE DOLLARS ($209) per hour for up to an average of nineteen (19) hours per week, not to exceed TWOI HUNDRED SIX THOUSAND FOUR HUNDRED NINETY-TWO DOLLARS ($206,492).

For the term of July 1, 2021 through June 30, 2022 County shall pay Contractor at a rate of TWO HUNDRED NINE DOLLARS ($209) per hour for up to an average of nineteen (19) hours per week, not to exceed TWOI HUNDRED SIX THOUSAND FOUR HUNDRED NINETY-TWO DOLLARS ($206,492).

C. Monthly Invoice and Payment

Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) 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.

Invoices that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims may be sent to:

San Mateo County Health System
Behavioral Health and Recovery Services Division
Accounting Unit
2000 Alameda de Las Pulgas, Suite 280
San Mateo, CA 94403

D. 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 Contractor, 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.

E. 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 5 of this Agreement.

F. County anticipates the receipt of revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should planned or actual revenues be less than the amounts anticipated at the time of the signing of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

G. 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.

H. In the event this Agreement is terminated prior to June 30, 2022, the Contractor shall be paid for services already provided pursuant to this Agreement.

I. Client Records Upon Termination and Notice to Clients

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.

M. Invoice 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 _____ _"

N. 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.

End of Exhibit B 1