



County of San Mateo
Contract Amendment Coversheet and Contract Amendment for >\$200K

Complete both the Contract Amendment Coversheet and Contract Amendment Template in order to execute a contract amendment.

CONTRACT SUMMARY		
Contract No:	Contractor Name	Amendment No:
63120-18-D002	Liberty Healthcare Corporation	1

THE AGREEMENT HAS CHANGED AS FOLLOWS:			
Agreement Amount			
Original Amount:	\$8,868,849		
Amendment 1 Amount:	\$6,335,649		
Amendment 2 Amount:			
Amendment 3 Amount:			
<i>(edit line as needed – add/delete)</i>			
Current Amount: \$8,868,849	Addition or Reduction: \$6,335,649	New Total: \$15,204,498	
Agreement Term			
Original Start Date:	July 1, 2018	Original End Term:	June 30, 2021
Amendment 1 Start Date:	July 1, 2021	Amendment 1 End Date:	June 30, 2023
Amendment 2 Start Date:		Amendment 2 End Date:	
Amendment 3 Start Date:		Amendment 3 End Date:	
<i>(edit line as needed – add/delete)</i>			

Paragraph Changes:
 List the number and title of each paragraph/document that is being modified (edit, add, deletion).

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
LIBERTY HEALTHCARE CORPORATION**

THIS AMENDMENT TO THE AGREEMENT, entered into this 29th day of June, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Liberty Healthcare Corporation, 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 Acute Inpatient Psychiatric services on June 19, 2018; and

WHEREAS, the parties wish to amend the Agreement term to June 30, 2023.

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 in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligations under this Agreement exceed FIFTEEN MILLION TWO HUNDRED FOUR THOUSAND FOUR HUNDRED NINETY-EIGHT DOLLARS (\$15,204,498). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

2. Section 4 Term is added to the agreement to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be July 1, 2018, through June 30, 2023.

3. Original Exhibit B is replaced with Revised Exhibit B, (rev. May 26, 2021).

Pursuant to this Agreement, County shall pay Contractor monthly based on the following schedule and terms:

- a. Contractor shall provide a monthly invoice to include services performed under this Agreement within approximately fifteen (15) days at the end of the previous month. Monthly invoices should be rendered to:

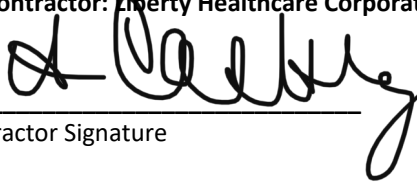
Maguire Correctional Facility
300 Bradford Street
Redwood City, CA 94063
Attn: Correctional Health Accounts Payable

- b. Contractor shall make payment to Contractor within thirty (30) days after receipt of invoice or the resolution of any billing dispute.
- c. County reserves the right to reduce payment for services rendered by personnel to the extent that said services are less than the services sent forth in the Staffing Plan of this Agreement.
- d. Contractor shall accept all payments from County via electronic fund transfer (EFT) directly deposited into the Contractor's designated checking or other bank account.
- e. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- f. Contractor shall be paid on a 1/12th allocation of the annual contract amount as outlined below:
- July 1, 2021 to June 30, 2022 (Year 4) – A monthly amount of TWO HUNDRED SIXTY THOUSAND EIGHTY-FOUR DOLLARS AND TEN CENTS (\$260,084.10)
 - July 1, 2022 to June 30, 2023 (Year 5) – A monthly amount of TWO HUNDRED SIXTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-SIX DOLLARS AND SIXTY-TWO CENTS (\$267,886.62)

4. All other terms and conditions of the agreement dated June 19, 2018, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Liberty Healthcare Corporation

By:  5.28.21 Herbert T. Caskey, MD, President
Contractor Signature Date Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board