

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
UNIVERSITY OF CALIFORNIA, SAN FRANCISCO**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and University of California, San Francisco 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 misdemeanor competency evaluations for Behavioral Health and Recovery Services (BHRS) on March 23, 2011; and

WHEREAS, the parties amended that agreement for psychiatric services at the Women's Correctional Center for San Mateo Medical Center (SMMC)/ Correctional Health Services on July 25, 2011; and

WHEREAS, the parties wish to further amend the agreement for additional psychiatric medication and management at San Mateo County's adult correctional facilities, increasing the amount by \$312,998 to a maximum amount payable thereunder of \$365,422 and extending the term by one year to June 30, 2014.

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

1. Section 2 of the agreement is amended to read as follows:

Contract Term The term of this Agreement shall be from July 1, 2011 to June 30, 2014, unless terminated earlier by the County.

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

Payments In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "A". 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. 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 total payment for services under this Agreement exceed THREE HUNDRED SIXTY FIVE THOUSAND FOUR HUNDRED TWENTY TWO DOLLARS (\$365,422).

3. Original Exhibit "A" is replaced with Revised Exhibit A (rev. July 18, 2012), in its entirety and attached hereto.
4. Original Exhibit "B" is replaced with Revised B (rev. July 18, 2012), in its entirety and attached hereto.
5. Exhibit "C" is added to the agreement and attached hereto.
6. **All other terms and conditions of the agreement dated March 23, 2011, 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: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

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

ATTEST:

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

UNIVERSITY OF CALIFORNIA, SAN FRANCISCO

Renee Bender MD  
Contractor's Signature

Date: 1/7/13

Exhibit "A"

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

- A. Contractor's forensic fellows will perform misdemeanor competency evaluations for BHRS.
- B. Written reports of competency evaluations should be faxed to the BHRS Medical Director at 650/573-2841; and Peter Finck, County Counsel at 650/363-4034. A cover letter should be included alerting the BHRS Medical Director and Mr. Finck that this is a competency evaluation.
- C. Administrative Requirements
  1. 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 the County.
  2. 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.
  3. 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.
  4. 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.
- D. Contractor's forensic fellows will provide psychiatric medication assessment and management at the San Mateo County's adult correctional facilities for SMMC/CHS for the period of July 1, 2012 through June 30, 2014. Such services shall be provided in a professional and diligent manner.

Exhibit "B"

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

- A. Rates for Services – County shall pay Contractor at a rate of \$300 per evaluation and a rate of \$114 per hour for SMMC/CHS psychiatry services.
- B. Contract Maximum – Contractor shall provide services for BHRS not to exceed sixty (60) evaluations for the duration of this agreement. The total amount for these services and SMMC/CHS psychiatry services, shall not exceed THREE HUNDRED SIXTY FIVE THOUSAND FOUR HUNDRED TWENTY TWO DOLLARS (\$365,422).
- C. 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.
- D. 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 10 of this agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- E. In the event this agreement is terminated prior to June 30, 2014, the Contractor shall be paid for services already provided pursuant to this agreement.

## EXHIBIT C

### 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 \_\_\_\_\_