

**AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
DAVID MCINTYRE**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and DAVID MCINTYRE, 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 June 11, 2019 for required psychological assessment for special education youth referred to mental health services for the term July 1, 2019 through June 30, 2021, in the amount of \$100,000; and

WHEREAS, the parties wish to amend the Agreement to add psychological testing and evaluation of wards in juvenile court, increasing the maximum amount of the agreement by \$172,208 to a new maximum of \$272,208, with no change to the term of the agreement.

**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 TWO HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED EIGHT DOLLARS (\$272,208).

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 June 11, 2019, 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

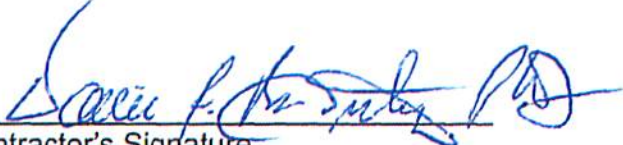
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

DAVID MCINTYRE



Contractor's Signature

Date: November 12, 2019

Exhibit A1
David McIntyre
FY 2019 – 2021

In consideration of the payments set forth in Exhibit B1, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Introduction

Contractor shall provide psychological testing, evaluation, assessment and testimony on selected special education cases to the youth population in San Mateo County.

B. Description of Services

In consideration of the payments set forth in Section II, Amount and Method of Payment, Contractor shall provide the following services:

1. Contractor shall provide assessments and testimony on selected special education cases involving potential mediations and Fair Hearings, compliance matters, and/or complex placements and/or treatment issues.
2. Contractor will participate in other specific assignments related to the Behavioral Health and Recovery Services (BHRS) Division.
3. Contractor will provide limited psychological testing services, as assigned by the Unit Supervisor to youth clients as available. The Program Manager will screen clients.
4. Contractor shall provide psychological testing and evaluation of wards in juvenile hall as referred by probation officers and/or the juvenile court.
5. Contractor will provide clinical supervision of clinical psychologist interns assigned to the Youth Services Center Mental Health Unit.
6. Contractor shall provide services up to an average of thirty-nine (39) hours per week.
7. Contractor will meet monthly with the Supervisor of the School Based Mental Health Central Assessment Team or designee to evaluate Contractor's performance and evaluate progress on project

objectives. Contractor will submit all requested reports and documentation according to time-lines established by the Deputy Director.

8. Contractor will meet with the Deputy Director of Child and Youth Services ("Deputy Director") of the Behavioral Health and Recovery Services Division or designee at least twice monthly to evaluate Contractor's performance and evaluate progress on project objectives.
9. Contractor will complete all required documentation within expected timelines.
10. Case documentation shall be maintained in compliance with the Mental Health Services Documentation Manual at www.sanmateo.networkofcare.org, which is hereby included in this Agreement by reference, and 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.

II. ADMINISTRATIVE REQUIREMENTS

- A. Compliance with Health Information Privacy and Accountability Act (HIPAA), Confidentiality Laws, and PHI Security

Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI, that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty – four (24) hours.

Contractor will develop and maintain a written information Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:

1. Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
2. Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
3. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

Confidentiality Training:

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize the County of San Mateo BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>

B. Qualifications

1. Contractor shall at all times keep and maintain a valid license to engage in the practice of clinical psychology.
2. 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 to sit for the Board examinations)

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.

C. 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 assure that 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.

III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objective is pursued throughout the term of this Agreement:

Goal 1: Complete assessments within expected timelines.

Objective 1: Of the referrals for psychiatric testing received from courts and probation, 100% of assessments will be completed by the requested timeline.

Exhibit B1
David McIntyre
FY 2019 – 2021

In consideration of the services provided by Contractor described in Exhibit A1 and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

A. Rates and Method of Payment

A. Maximum Obligation

In full consideration of Contractor's performance of the services described in I.B. above, County shall pay Contractor a maximum obligation of TWO HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED EIGHT DOLLARS (\$272,208) for the agreement term.

B. Rates

1. For the term July 1, 2019 through October 31, 2019
 - a. Contractor shall be paid at a rate of FIFTY-FIVE DOLLARS (\$55) per hour, from July 1, 2019 through October 31, 2019, not to exceed FOURTEEN THOUSAND SIX HUNDRED FIFTY-EIGHT DOLLARS (\$14,658).
2. For the term of November 1, 2019 through June 30, 2020
 - a. Contractor shall be paid at a rate of SEVENTY-FIVE DOLLARS (\$75) per hour, from July 1, 2019 through June 30, 2020, not to exceed NINETY-NINE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$99,450).
 - b. Contractor shall be reimbursed for in-County travel at a rate of FIFTY-EIGHT CENTS (\$0.58) per mile, but not to exceed THREE THOUSAND DOLLARS (\$3,000) per agreement term. Charges for travel shall be itemized. Invoices are to be submitted for all travel expenses.
3. For the term of July 1, 2019 through June 30, 2020, County shall pay Contractor ONE HUNDRED SEVENTEEN THOUSAND ONE HUNDRED EIGHT DOLLARS (\$117,108).
4. For the term of July 1, 2020 through June 30, 2021

- a. Contractor shall be paid at a rate of SEVENTY-FIVE DOLLARS (\$75) per hour from July 1, 2020 through June 30, 2021 not to exceed ONE HUNDRED FIFTY-TWO THOUSAND ONE HUNDRED DOLLARS (\$152,100).
 - b. Contractor shall be reimbursed for in-County travel at a rate of FIFTY-THREE AND ONE-HALF CENTS (\$0.535) per mile, but not to exceed THREE THOUSAND DOLLARS (\$3,000) per agreement term. Charges for travel shall be itemized. Invoices are to be submitted for all travel expenses.
5. For the term of July 1, 2020 through June 30, 2021, County shall pay Contractor ONE HUNDRED FIFTY-FIVE THOUSAND ONE HUNDRED DOLLARS (\$155,100).

II. Monthly Invoice and Payment

Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize services delivered for which claim/invoice is made.

Payment by County to Contractor shall be monthly. 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.

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

III. County Revenue Sources

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

IV. Early Termination

In the event this Agreement is terminated prior to June 30, 2021, the Contractor shall be paid for services provided up to the date of termination pursuant to this Agreement.

V. Inadequate Performance

Should the 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.

VI . Invoice Certification

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

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

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

Executed at _____ California, on _____, 201__

Signed _____ Title _____

Agency _____"