



**FIRST AMENDMENT TO  
AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**LESLIE PACKER, PH.D.**

**For the Period of**

**JULY 1, 2002 THROUGH JUNE 30, 2004**

**Agency Contact Person:  
Stuart Oppenheim  
Director, Northern Region  
Human Services Agency  
650.301.8710**

FIRST AMENDMENT TO THE AGREEMENT WITH  
LESLIE PACKER, PH.D.

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into on this day \_\_\_\_\_ of \_\_\_\_\_ 2003, by and between the COUNTY OF SAN MATEO, hereinafter-called "County", and the LESLIE PACKER, PH.D. 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/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services for the Human Services Agency, Children and Family Services, hereinafter described, for psychological evaluations and court-ordered therapy.

WHEREAS, the parties now wish to amend the Agreement to add \$2,490 to the therapy services of the Agreement.

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

1. Section 3 – Payments, 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 in Exhibit "A", 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 **\$102,090 ONE HUNDRED TWO THOUSAND NINETY DOLLARS.**

2. Exhibit A, Section II.A.1 – Amount and Method of Payment is amended to read as follows:

In full consideration of services rendered in accordance with the terms of this Agreement, County shall pay Contractor in the following manner unless otherwise specifically authorized by the Director of Human Services or her designee.

1. Payment for evaluation, court ordered therapy and expert witness fees will be made upon receipt and approval of Contractor's invoice as appropriate for services provided at the following rates;

**Evaluation**

MFCC/LCSW            \$50/hour  
Psychologist           \$100/hour  
Psychiatrist           \$100/hour  
Therapy Hours         \$150/hour  
Expert Witness Fees \$500 per half day

Travel Reimbursement  
(will be paid at the same rate as the County's mileage reimbursement rate)

3. All other terms and conditions of the Agreement number 74200-03-C009 dated June 4, 2002, between the County and Contractor shall remain in full force and effect.

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

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
San Mateo County Board of Supervisors

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

LESLIE PACKER, PH.D.

Leslie Packer  
Signature

Date: 12-3-02

**(Required only from Contractors who provide services directly to the Public on the County's behalf.)**

**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  employs fewer than 15 persons.
- b.  employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

\_\_\_\_\_  
Name of 504 Person - Type or Print

Leslie S. Packer

\_\_\_\_\_  
Name of Contractor(s)-Type or Print

800 Menlo Ave. #102

\_\_\_\_\_  
Street Address or P.O. Box

Menlo Park, CA 94025

\_\_\_\_\_  
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

4-15-02  
Date

Leslie S. Packer, Ph.D.  
Signature and Title of  
Authorized Official

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**Child Abuse Prevention and Reporting**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor:

Leslie S. Parker, Ph.D.

Contact Person:

" " "

Address:

200 Menlo Ave #102 Menlo Park, CA 94025

Phone Number:

650/321-6127

Fax Number:

650/321-6182

II Employees

Does the Contractor have any employees? [X] Yes [ ] No

Does the Contractor provide benefits to spouses of employees? [ ] Yes [X] No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

[X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its

employees with spouses and its employees with domestic partners.

[ ] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees

in lieu of equal benefits.

[ ] No, the Contractor does not comply.

[ ] The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 15 day of April 2002 at Menlo Park, CA 94025 (City)

CA (State)
Julie S. Parker
Signature

Psychologist
Title

Leslie S. Parker
Name (Please Print)

Contractor Tax Identification Number

County of San Mateo  
Departmental Correspondence

DATE: 5/20/02  
TO: Priscilla Morse, Risk Manager  
Ext.- 4610, Fax -4864, Pony #EPS163  
FROM: Nalini Nath, Contract Unit  
Ext: 5184; Fax: 596-3478; Pony: HSA210  
SUBJECT: Contract Insurance Approval  
CONTRACTOR: Leslie Packer, Ph.D.

Does Contractor Travel and what percent? No

DUTIES: Provide psychological evaluations to clients referred by Child Welfare Services Social Workers.

INSURANCE COVERAGE:	AMOUNT	APPROVE	WAIVE	MODIFY
Comprehensive Liability _x Additional Insured	\$1M	_____	<input checked="" type="checkbox"/>	_____
Automobile Liability	\$1M	_____	<input checked="" type="checkbox"/>	_____
Professional Liability	\$1M	<input checked="" type="checkbox"/>	_____	_____
Workers' Compensation	Statutory	_____	<input checked="" type="checkbox"/>	_____
Employee Dishonesty	_____	_____	_____	_____

Remarks/Comments:

Thanks.

SIGNATURE: Priscilla Morse                      5-20-02  
Risk Management                                              Date

\*\*\* RENEWAL \*\*\*

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGEMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).

DECLARATIONS

POLICY NO: 008-1752728  
 ITEM 1. (a) NAME AND ADDRESS OF INSURED:

ACCOUNT NO: CA-PACL800-0 0010990B  
 ITEM 1. (b) ADDITIONAL NAMED INSURED:

LESLIE S. PACKER, PH.D  
 800 MENLO AVENUE  
 MENLO PARK, CA 94025

TYPE OF ORG: INDIVIDUAL

ITEM 2. ADDITIONAL INSURED:

HUMAN SERVICE AGENCY  
 COUNTY OF SAN MATEO  
 262 HARBOR BLVD, BLDG B  
 BELMONT, CA 94002

ITEM 3. POLICY PERIOD: FROM: 03/01/02 TO: 03/01/03  
 12:01A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN:

ITEM 4. LIMITS OF LIABILITY: (a) \$ 1,000,000 EACH WRONGFUL ACT OR SERIES OF CONTINUOUS, REPEATED OR INTERRELATED WRONGFUL ACTS OR OCCURRENCE  
 (b) \$ 50,000 DEFENSE REIMBURSEMENT  
 (c) \$ 1,000,000 AGGREGATE

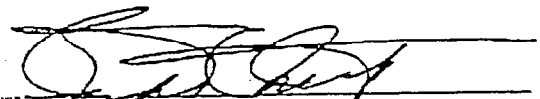
ITEM 5. PREMIUM SCHEDULE:

CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM
1ST PSYCHOLOGIST	1	1045.00	941.00
DEFENSE LIMIT			95.00
ADDITIONAL INSURED	1		50.00
TOTAL PREMIUM:			1,086.00

CRED

ITEM 6. RETROACTIVE DATE: 03/01/92  
 ITEM 7. EXTENDED REPORTING PERIOD  
 ADDITIONAL PREMIUM (if exercised): \$ 1,901.00 NO DISCOUNT INCLUDED

ITEM 8. POLICY FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY  
 C22129 (7/95 ED.) C22128 C22092



AUTHORIZED COMPANY REPRESENTATIVE  
 American Professional Agency • 95 Broadway, Armitageville, NY 11701

TOTAL P.02

THIS IS NOT A BILL. PREMIUM HAS BEEN PAID.  
 APA22(10/95)