

SECOND AMENDMENT TO THE AGREEMENT  
WITH RASHMI GARG, M.D.

THIS AMENDMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003,  
by and between the COUNTY OF SAN MATEO (hereinafter called "County") and RASHMI  
GARG, M.D., (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on September 11, 2001, the parties hereto entered into an agreement  
(hereinafter referred to as the "Original Agreement") for the furnishing of certain services by  
Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and  
clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original  
Agreement is amended as follows:

1. Section 2, Payments, Paragraph A, Maximum Amount, of the Original  
Agreement is hereby deleted and replaced with the following:

2. Payments

A. Maximum Amount. In full consideration of Contractor's  
performance of the services described in Schedule A, the amount that County shall be  
obligated to pay for services rendered under this Agreement shall not exceed FIVE  
HUNDRED SEVENTY-FIVE THOUSAND NINE HUNDRED EIGHTEEN DOLLARS  
(\$575,918) for the contract term.

2. Section 9 of the Original Agreement is hereby deleted and replaced with the  
following:

9. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement  
shall be performed in accordance with all applicable federal, state, county, and municipal

laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

4. Section 11 of the Original Agreement is hereby deleted and replaced with the following:

11. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2005. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon sixty (60) days' written notice to the other party.

2. Schedules A and B of the Original Agreement are hereby deleted and replaced with Schedules A and B attached hereto.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.

3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement

of September 11, 2001, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,  
have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

RASHMI GARG, MD

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

By: Rashmi Garg MD

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

Date: 7/2/03

ATTEST:

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

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

## SCHEDULE A

RASHMI GARG, MD  
JULY 1, 2001 THROUGH JUNE 30, 2003

### SERVICES

Contractor shall provide the services described below in a manner consistent with the terms and provisions of this Agreement.

- A. Contractor will provide psychiatric services for children and youth at the Receiving Home, including medication evaluation and treatment, diagnostic evaluations, psychotherapy, family consultation, treatment plan review, case consultation, and other duties as needed.
- B. Contractor shall provide psychiatric services for children and youth in need of foster care placement who are served under SB 933. Services shall include medication evaluation and treatment, diagnostic evaluations, psychotherapy, family consultation, treatment plan review, case consultation, and other duties as assigned.
- C. Contractor will provide psychiatric services for children, youth, and families in School Based Mental Health, Therapeutic Day Schools, and other sites as assigned. Contractor shall provide an average of twenty-six (26) hours of service per week.
- D. Contractor shall work under the general direction of the Mental Health Services Director or her designee.
- E. 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.
- F. Contractor shall participate in the San Mateo County Mental Health Services Organized Health Care Arrangement (OHCA) as defined by the Health Information Privacy and Accountability Act (HIPAA) Privacy Rule (160.103). Contractor shall follow all HIPAA related policies and procedures of San Mateo County Mental Health Services.

SCHEDULE B

RASHMI GARG, M.D.

JULY 1, 2001 THROUGH JUNE 30, 2005

PAYMENTS

A. Maximum Obligation

1. For the first (1<sup>st</sup>) year of the term of this Agreement (July 1, 2001 through June 30, 2002), County shall pay Contractor at a rate of EIGHTY-TWO DOLLARS AND FOURTEEN CENTS (\$82.14) per hour for an average of twenty-six (26) hours per week, not to exceed ONE HUNDRED ELEVEN THOUSAND FIFTY-THREE DOLLARS (\$111,053).
  2. For the second (2<sup>nd</sup>) year of the term of the Agreement, (July 1, 2002 through June 30, 2003) County shall pay Contractor at a rate of NINETY-FIVE DOLLARS AND SEVENTY-EIGHT CENTS (\$95.78) per hour for an average of thirty (30) hours per week, not to exceed ONE HUNDRED FORTY-NINE THOUSAND FOUR HUNDRED SEVENTEEN DOLLARS (\$149,417).
  3. For the third (3<sup>rd</sup>) year of the term of the Agreement, (July 1, 2003 through June 30, 2004) County shall pay Contractor at a rate of NINETY-NINE DOLLARS AND SIXTY-ONE CENTS (\$99.61) per hour for an average of thirty (30) hours per week, not to exceed ONE HUNDRED FIFTY-FIVE THOUSAND THREE HUNDRED NINETY-TWO DOLLARS (\$155,392).
  4. For the fourth (4<sup>th</sup>) year of the term of the Agreement, (July 1, 2004 through June 30, 2005) County shall pay Contractor at a rate of ONE HUNDRED TWO DOLLARS AND SIXTY CENTS (\$102.60) per hour for an average of thirty (30) hours per week, not to exceed ONE HUNDRED SIXTY THOUSAND AND FIFTY-SIX DOLLARS (\$160,056).
- B. In no event shall County pay or be obligated to pay Contractor more than the sum of FIVE HUNDRED SEVENTY-FIVE THOUSAND NINE HUNDRED EIGHTEEN DOLLARS (\$575,918) for services provided under Schedule A of this Agreement.
- C. Contractor shall submit an invoice describing the number of hours worked for the previous month.
- D. Contractor is expected to be responsible for all other expenses incurred during the performance of services rendered under this Agreement.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Rashmi Garg, M.D.
Contact Person: same
Address:
Phone Number: Fax Number:

II Employees

Does the Contractor have any employees? Yes No
Does the Contractor provide benefits to spouses of employees? Yes No
Rashmi Garg 7/2/03

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

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits...
Yes, the Contractor complies by offering a cash equivalent payment...
No, the Contractor does not comply.
The Contractor is under a collective bargaining agreement...

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 \_\_\_ day of \_\_\_, 2003 at \_\_\_ (City) \_\_\_ (State)

Rashmi Garg MD
Signature

RASHMI GARG MD
Name (Please Print)

MD
Title

COUNTY OF SAN MATEO

MEMORANDUM

DATE: July 14, 2003

TO: Priscilla Morse, Risk Management/Insurance Division  
FROM: Mary Voizkes, Mental Health/FAX x2841/PONY #MLH 322  
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Rashmi Garg, M.D.

DOES THE CONTRACTOR TRAVEL AS PART OF CONTRACT SERVICES: No

NUMBER OF EMPLOYEES WORKING FOR THE CONTRACTOR: No

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: See attached

<u>COVERAGE:</u>	<u>Amount</u>	<u>Approve</u>	<u>Waive</u>	<u>Modify</u>
Comprehensive General Liability:	\$ 0		<input checked="" type="checkbox"/>	
Motor Vehicle Liability:	\$ 0		<input checked="" type="checkbox"/>	
Professional Liability:	\$1,000,000	<input checked="" type="checkbox"/>		
Worker's Compensation:	\$ No		<input checked="" type="checkbox"/>	

REMARKS/COMMENTS:

Priscilla Morse  
SIGNATURE

# Medical Insurance Exchange of California

HOME OFFICE: OAKLAND, CALIFORNIA

## RENEWAL DECLARATIONS

1. Name and Mailing Address of Named Insured  
**RASHMI GARG, M.D.**

Policy No. **DR11-00737I**

Date **FEBRUARY 11, 2003**

2. Named Insured is **INDIVIDUAL DOCTOR**  
3A. The Retroactive Date is **APRIL 06, 1999**  
3B. The Original Effective Date is **APRIL 06, 1999**  
4. Policy Period - Policy Effective from **FEBRUARY 01, 2003 TO FEBRUARY 01, 2004**  
5. Limits of Liability as defined in the general conditions of the policy.

**PART I - COVERAGE FOR HEALTH CARE SERVICES TO PATIENTS AND AS A CONSULTANT**  
**PART IIA - COVERAGE FOR PEER REVIEW LIABILITIES**  
**\$1,000,000** EACH CLAIM **\$3,000,000** ANNUAL AGGREGATE

**PART IIB - DEFENSE COVERAGE FOR SPECIFIED PRACTICE RISKS - \$25,000 TOTAL LIMIT**

<b>PART III - COVERAGE FOR PROFESSIONAL PREMISES</b> EACH CLAIM / ANNUAL AGGREGATE	<b>PART III(3) - LIMITED NON-OWNED AUTOMOBILE LIABILITY</b> EACH CLAIM / ANNUAL AGGREGATE
BODILY INJURY: <b>NOT INCLUDED</b>	BODILY INJURY: <b>NOT INCLUDED</b>
PROPERTY DAMAGE: <b>NOT INCLUDED</b>	PROPERTY DAMAGE: <b>NOT INCLUDED</b>

**PART IV - OPTIONAL DEFENSE COVERAGE FOR MISCELLANEOUS BUSINESS LIABILITY** EACH CLAIM / ANNUAL AGGREGATE  
**NOT INCLUDED**

**COVERAGE AS PROVIDED IN REVISED 2/2000 POLICY AND APPLICABLE ENDORSEMENTS**  
**EMPLOYED OFFICE NURSES AND MEDICAL ASSISTANTS INCLUDED - NO ADDITIONAL PREMIUM**

### 6. COVERAGE CLASSIFICATIONS

<b>DOCTOR CLASS 01 - 5300 / PSYCHIATRY</b>	<b>\$3,568.00</b>
<b>TOTAL PART I / PART II PREMIUM</b>	<b>\$3,568.00</b>
<b>TOTAL POLICY PREMIUM</b>	<b>\$3,568.00</b>

**CIGA SURCHARGE**

**\$71.00**

The insurance afforded is only with respect to such coverages as are indicated above, subject to the limits of liability shown herein and subject to the description of such coverages and to all other provisions of the policy designated above.

Authorized Signature

By 