

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND THE COUNTY OF SANTA
CLARA FOR ACUTE INPATIENT MENTAL HEALTH SERVICES FOR INMATES**

This is the First Amendment to the Agreement made effective July 1, 2004, by and between the County of San Mateo (COUNTY) and the County of Santa Clara (Contractor) for the provision of acute inpatient mental health services for San Mateo County inmates.

Now, therefore it is agreed:

1. Section III, Payments, paragraph A, fourth sentence, shall be amended to read as follows:

The total amount of this Agreement shall not exceed \$825,000 in Fiscal Year 2005.

2. Exhibit A, SCOPE OF SERVICE, paragraph A, shall be amended to read as follows:

Starting October 1, 2004, through June 30, 2005, Contractor shall guarantee two beds for Acute Mental Health Services in module 8A of the Santa Clara County Main Jail. Contractor will maintain two beds available for COUNTY at any given time. Contractor will provide additional beds in module 8A on a space available basis, and at the sole discretion of the Contractor. COUNTY will contact Contractor's Mental Health Director or her designee to verify if bed space is available.

3. Exhibit B, TERMS AND CONDITIONS OF PAYMENT, paragraph A, shall be amended to read as follows:

COUNTY will guarantee payment for 365 bed days at a rate of \$1190 per bed day for the period July 1, 2004, through June 30, 2005. COUNTY will also guarantee payment for an additional 273 bed days at a rate of \$1190 per bed day for the period October 1, 2004, through June 30, 2005. For additional bed days beyond the guaranteed 638, the rate of payment is \$1190 per bed day. Invoices will be sent monthly for the guaranteed number of bed days and include the number and names of inmates/patients housed in module 8A for each day of the month being invoiced. Contractor will invoice COUNTY for the day of admission, but not for the day of discharge.

4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect, provided, however in the event of any conflict between the terms of the Agreement and First Amendment, the terms of the First Amendment shall control.

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In witness thereof, the parties have executed this First Amendment as of the dates set forth below.


COUNTY OF SAN MATEO

CONTRACTOR

Date: _____

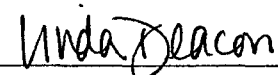
Date: 9-29-04

Mark Church
President of the Board

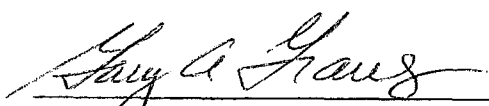


Edward C. Flores
Acting Chief of Correction

**APPROVED AS TO FORM
AND LEGALITY**



Linda Deacon
Deputy County Counsel



Office of the County Executive