

**AMENDMENT TO AGREEMENT BETWEEN  
THE COUNTY OF SAN MATEO AND  
ANLEE KUO, M.D.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Anlee Kuo, M.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 thereof; and

WHEREAS, on September 1, 2004, 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;

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

1. Paragraph 3, Payments, of the Original Agreement is hereby amended to read as follows:
  - "3. Payments  
In consideration of the services rendered in accordance with all terms, conditions and specifications set forth 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 quality or quantity of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed ONE HUNDRED FIVE THOUSAND ONE HUNDRED EIGHTY-SIX DOLLARS (\$105,186) for the contract term."
2. Exhibit A of the Original Agreement is hereby deleted and replaced with Exhibit A and B attached hereto.
- 3 All other terms and conditions of the Original agreement dated September 1, 2004, 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

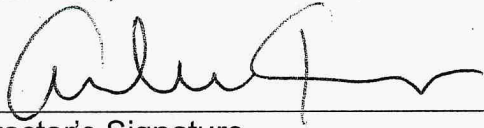
By: \_\_\_\_\_  
Richard S. Gordon  
President, Board of Supervisors

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

ATTEST:

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

ANLEE KUO, M.D.

  
\_\_\_\_\_  
Contractor's Signature

Date: 5-18-05

ANLEE KUO, M.D.  
FY 2004 – 2005  
EXHIBIT A

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

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

A. Contractor shall provide psychiatric treatment services for youth at various San Mateo County mental health sites, which may include Hillcrest Juvenile Hall, Regional Clinics, School-Based Mental Health, Therapeutic Day Schools, and Youth Case Management.

B. Contractor shall receive administrative supervision from the Supervising Mental Health Clinician at Canyon Oaks, and shall receive clinical supervision from the Mental Health Services Chief Child Psychiatrist.

C. Contractor shall provide services an average of twenty (20) hours per week for up to fifty and one half (50.5) weeks. The maximum number of hours of service provided under this agreement shall be one thousand ten (1,010) hours.

C. 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.

II. Administrative Requirements

1. Compliance with Health Information Privacy and Accountability Act (HIPAA)

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 (106.103). Contractor shall follow all HIPAA policies and procedures of San Mateo County Mental Health Services.

2. 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.

### 3. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. Contractor shall be knowledgeable of how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

ANLEE KUO, M.D.  
FY 2004 – 2005  
EXHIBIT B

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

I. In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

A. County shall pay Contractor at a rate of NINETY-EIGHT DOLLARS AND EIGHTY-SIX CENTS (\$98.86), per hour for an average of twenty (20) hours per week for the period of July 1, 2004 through January 16, 2005.

B. County shall pay Contractor at a rate of ONE HUNDRED THREE DOLLARS AND EIGHTY CENTS (\$103.80), per hour for an average of twenty (20) hours per week for the period of January 17, 2005 through June 30, 2005.

B. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED FIVE THOUSAND ONE HUNDRED EIGHTY-SIX DOLLARS (\$105,186).

D. 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.

E. 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 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.

F. In the event this Agreement is terminated prior to June 30, 2005, the Contractor shall be paid for services already provided pursuant to this Agreement.

G. 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 \_\_\_\_\_, 200\_

Signed \_\_\_\_\_ Title \_\_\_\_\_ Agency \_\_\_\_\_"

COUNTY OF SAN MATEO

MEMORANDUM

DATE: May 11, 2005

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

CONTRACTOR NAME: Anlee Kuo, 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"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability:	\$ 0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability:	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation:	\$ No n/a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

  
 \_\_\_\_\_  
 SIGNATURE  
 Steven M. Russ.  
 Risk Manager 5/11/05

# Medical Insurance Exchange of California

6250 CLAREMONT AVENUE OAKLAND, CALIFORNIA 94618-1324 TELEPHONE (510) 428-9411 FROM OUTSIDE CALIFORNIA (800) 227-4527

## CERTIFICATE OF INSURANCE

As requested, we are pleased to certify that Professional Liability Insurance on a "claims made" basis is in effect for the insured named herein, subject to the provision of the policy designated.

**ANLEE D. KUO, M.D.**

POLICYHOLDER:

POLICY NUMBER: **DR02-02788I**  
ORIGINAL EFFECTIVE DATE: **JUNE 14, 2004**  
RETROACTIVE DATE: **JUNE 14, 2004**  
POLICY EFFECTIVE DATE: **FEBRUARY 01, 2005**  
POLICY EXPIRATION DATE: **FEBRUARY 01, 2006**  
SPECIALITY: **PSYCHIATRY**  
SUB-SPECIALITY: **PSYCHIATRY - FORENSI**

LIMITS OF LIABILITY: **OF AT LEAST**

EACH CLAIM	<b>\$1,000,000</b>	Any one claim or suit or maximum for the results of one injury.
ANNUAL AGGREGATE	<b>\$3,000,000</b>	Aggregate annual maximum for the results of all claims.

1. This Certificate is not an insurance policy and does not amend or alter the coverage afforded by the policy listed on the Certificate
2. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the Certificate is issued, the insurance afforded by the policy listed on the Certificate is subject to all terms of such policy.

Countersigned: Medical Underwriters of California  
Attorney-in-Fact

This certificate issued to:

by



**ANLEE D. KUO, M.D.**

Date **JANUARY 03, 2005**



COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Anlee Kuo, 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

\*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, 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 9 day of July, 2004 at SF (City) CA (State)

Signature

Anlee Kuo Name (Please Print)

M.D. Title