

**AN AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
ROBIN PRESS, Ph.D.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ROBIN PRESS, 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 thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of mental health assessment and psychological evaluation services.

WHEREAS, the parties entered into an Agreement on November 16, 2005 wherein Robin Press agreed to provide mental health assessment and psychological evaluation services for the term of July 1, 2005 through June 30, 2007 for a maximum payment amount of \$100,000; and

WHEREAS, the parties wish to amend the Agreement with Robin Press to provide additional funds for FY 2006-07 to pay outstanding invoices in the amount of \$9,000 for a new total maximum obligation of \$109,000.

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

1. Paragraph 3 ("Payments") is hereby amended and restated in its entirety 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." 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 the County's total fiscal obligation under this Agreement exceed **ONE HUNDRED NINE THOUSAND DOLLARS (\$109,000)**.

2. Section 17 - is added to the Agreement to read as follows:

Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

3. All other terms and conditions of the Agreement dated November 16, 2005 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: _____
Rose Jacobs Gibson,
President, Board of Supervisors,

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Robin Press, Ph.D.

Contractor's Signature

Date: _____