

**First Amendment to Agreement
Between the County of San Mateo and Sutter Bay Medical Foundation, a
California nonprofit public benefit corporation dba Palo Alto Medical Foundation
for Health Care, Research and Education for Otorhinolaryngology Services**

THIS AMENDMENT TO THE AGREEMENT, entered into this 25 day of June 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **Sutter Bay Medical Foundation, a California nonprofit public benefit corporation dba Palo Alto Medical Foundation for Health Care, Research and Education**, 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, the parties entered into an agreement for otorhinolaryngology services for the term of October 1, 2021 through June 30, 2024, in an amount not to exceed \$1,650,000.00 (the "Agreement"); and

WHEREAS, the parties desire to extend the term of the agreement by six months at Contractor's request; and

WHEREAS, the amount payable under the Agreement must be increased by \$274,392.00 to accommodate the services provided under the extended term to an amount not to exceed \$1,924,392.00;

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

1. **Exhibit B** (entitled "**PAYMENTS**") Section VIII. is amended to read as follows:

Total payment for services performed under this Agreement will not exceed FIVE HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED EIGHTY-FOUR DOLLARS (\$584,784.00) per year. Over the term of this Agreement, the maximum amount payable will not exceed ONE MILLION NINE HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED NINETY-TWO DOLLARS (\$1,924,392.00).


2. Section 3.1 of the Agreement (entitled "**Term**") is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2021 through December 31, 2024. The parties agree that, as of the Effective Date, this agreement shall replace and supersede any prior or current Agreement between County and Contractor for the same or similar services. Upon execution of this Agreement, the parties shall reconcile any payments made or pending for services rendered on and after the Effective Date to comply with the terms of this Agreement.


3. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Sutter Bay Medical Foundation, a California nonprofit public benefit corporation dba Palo Alto Medical Foundation for Health Care, Research and Education**

<small>DocuSigned by:</small> 	5/10/2024	Mathew Hernandez
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

COUNTY OF SAN MATEO

By:  Resolution No. 080512
President, Board of Supervisors, San Mateo County

Date: June 25, 2024

ATTEST:

By: 
Clerk of Said Board

ACKNOWLEDGMENTS

The undersigned hereby acknowledges receipt of a copy of this First Amendment to the Agreement and acknowledges the terms contained herein.

PALO ALTO FOUNDATION MEDICAL GROUP, INC.

By: DocuSigned by:
Kurt VandeVort
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Kurt VandeVort, M.D.
Chief Executive Officer