

**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND SCOTT OESTERLING MD, INC.
FOR OBSTETRIC AND GYNECOLOGY SERVICES**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____ 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Scott Oesterling MD, Inc. , 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 on November 16, 2021 for obstetrics and gynecology services for the term of January 1, 2022 through December 31, 2024 in an amount not to exceed \$ 9,050,000 (the "Agreement"); and

WHEREAS, the parties entered into a First Amendment to the Agreement on December 6, 2021 to amend the List of Approved Providers by replacing Exhibit G with Exhibit G1; and

WHEREAS, the parties entered into a Second Amendment to the Agreement on April 1, 2022 to further amend the List of Approved Providers by replacing Exhibit G1 with Exhibit G2; and

WHEREAS, the parties now wish to enter into a Third Amendment to the Agreement to extend the Agreement by three months, increase the "not to exceed amount" correspondingly, further amend the List of Approved Providers, and assign the Contractor's rights to collections under the Agreement to the County and to expressly designate the County as Contractor's agent for billing purposes.

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

1. Section 1.7 (entitled **General Duties of Contractor**) subsection 1.7.2 (entitled Billing and Coding Compliance) is hereby re-titled (Billing and Coding Obligations) and amended to read as follows:

Contractor shall prepare such administrative and business records and reports related to the service in such format and upon such intervals as County shall reasonably require. Contractor agrees to keep accurate and complete records. To the extent that billing is discussed in more detail in Exhibits to this Agreement,

Contractor shall comply with those billing-related requirements.

Contractor will code accurately at least 85% of the time with adequate support and education from SMMC revenue cycle staff. Audits will be performed quarterly.

County shall be responsible for billing for all services provided by Contractor and / or County pursuant to this Agreement and County shall have the exclusive right to collections therefrom. County shall have the exclusive right to establish, bill, collect and retain all fees for Contractor's services and all items incidental to such services. Contractor hereby assigns all rights to such fees to County and appoints County as attorney-in-fact for all matters relating to the billing and collection of such fees. Contractor shall take all actions necessary to cause such fees to be paid to County, including signing any documents necessary to authorize County to bill payers directly. Neither Contractor nor any Physician employed or otherwise retained by Contractor to provide services under this Agreement shall bill or assert any claim for payment against any patient for such services. County shall compensate Contractor for its services in accordance with Section 1.5 (**Payments**) and its subsections 1.5.1 through 1.5.3, and such amounts shall be Contractor's sole compensation for these services. Contractor reserves the right, in its sole discretion, to determine the compensation payable to each Physician providing services under this Agreement. Contractor agrees to indemnify and hold County harmless from any and all claims, costs, and/or liability suffered or incurred by County in connection with any claims for compensation by Physicians for services rendered hereunder. The indemnification obligations stated in this subsection shall survive the termination and / or expiration of this Agreement.

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

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2022 through March 31, 2025. Each consecutive 12-month period within the term of this Agreement beginning with the first day of this term shall constitute a "Contract Year", and any period of less than a Contract Year at the end of the term shall be treated pro rata for purposes of Contract Year services and compensation.

3. **EXHIBIT B** (entitled **PAYMENTS**) Section III. is amended to read as follows:

For all of the services specified in Exhibit A, Contractor shall be paid in monthly installments, at a rate of TWO HUNDRED FIFTY THOUSAND SEVEN HUNDRED AND THRITY-NINE DOLLARS (\$250,739.00) through December 31, 2024.

Effective January 1, 2025 Contractor shall be paid in monthly installments, at a rate of TWO HUNDRED FIFTY EIGHT THOUSAND TWO HUNDRED SIXTY ONE DOLLARS AND SEVENTEEN CENTS (\$258,261.17)

4. **EXHIBIT B** (entitled **PAYMENTS**) Section IV. is amended to read as follows:

Total payment for services under this Agreement will not exceed NINE MILLION EIGHT HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED EIGHTY-THREE DOLLARS AND FIFTY CENTS (\$9,824,783.50).

5. **EXHIBIT G-2** (entitled LIST OF APPROVED PROVIDERS) is hereby replaced with **EXHIBIT G-3** (entitled LIST OF APPROVED PROVIDERS) attached hereto.
6. **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: Scott Oesterling MD, Inc.

<u>Scott Oesterling</u>	<u>10/30/2024</u>	<u>Scott Oesterling MD, INC</u>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

EXHIBIT G-3

LIST OF APPROVED PROVIDERS

1. Blumstein, Sylvia
2. Emont, Jordan
3. Jennings, Michael
4. Kharsa, Zena
5. Lock, Scott
6. Najar, Julie
7. Nwynn, Michael
8. Oesterling, Scott
9. Pao, Sharon
10. Quintana, Andrea
11. Solone, Michelle
12. Thompson, Justin
13. Tran, Linh
14. Young, Samuel
15. Young-Lin, Nicole

In order for Contractor to add or replace one of the above listed clinicians Contractor must seek the County's approval which at a minimum will include the Chief of Surgery, Medical Director of Specialty Services and the Chief Medical Officer or designee. Additionally, this Exhibit will have to be amended each time a clinician is added, removed or replaced.