

**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 \_\_\_\_\_ day  
of \_\_\_\_\_ 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> <i>Mathew Hernandez</i>	5/10/2024	Mathew Hernandez
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

**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