

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
KENTON FONG, MD**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Kenton Fong, MD, 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 specialty plastic surgery services on October 18, 2016; and

WHEREAS, the parties wish to amend the Agreement increasing the amount by \$30,000 to a new maximum amount no to exceed \$570,000.

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

1. Original Exhibit B, payments, is hereby replaced in its entirety by Revised Exhibit B (rev. 9/20/18), a copy of which is attached hereto and incorporated by this reference.
2. **All other terms and conditions of the Agreement dated October 18, 2016, 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

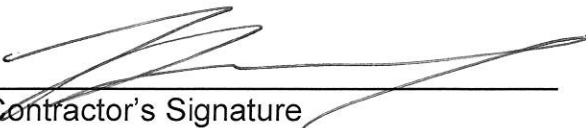
By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

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

ATTEST:

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

KENTON FONG, MD

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

Date: 10/15/14

**Revised EXHIBIT B (rev. 9/20/18)**

**PAYMENTS**

In consideration of the services specified in Exhibit A, County will pay Contractor based on the following:

- I. Contractor shall be paid at the rates set forth herein to include the complete professional component associated with plastic surgery services. The level of compensation and the related work is based on regional benchmarks for these services.
- II. Contractor shall be compensated at ONE THOUSAND FOURTEEN DOLLARS (\$1,014) per half day (four hour) clinic and surgery block. Contractor will invoice on a monthly basis for the number of clinic and surgery blocks provided to the patients of SMMC. In addition, Contractor will be paid \$500 per night for call coverage.
- III. Contractor shall be paid TWO THOUSAND DOLLARS (\$2,000) per month as the Chief of Plastic Surgery.
- IV. Contractor shall be paid monthly. Such payments will be based on the total number of personally performed clinic and surgery blocks each month and the administrative fee as Chief of plastic surgery. Payment shall be issued no later than the 30<sup>th</sup> day of the month in the month following the submission of an invoice, if invoices are timely received and properly prepared.
- V. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of this Exhibit. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services or more than ninety (90) days after this Agreement terminates, whichever is earlier.
- VI. County will provide professional liability (malpractice) insurance coverage as defined in Section 4 of the Agreement in the amounts of \$1,000,000/\$3,000,000 and the appropriate tail coverage for Contractor providing services under this Agreement for the term September 1, 2016 through August 31, 2018.
- VII. Total payment for services under this Agreement will not exceed FIVE HUNDRED SEVENTY THOUSAND DOLLARS (\$570,000).
- VIII. The term of this Agreement is September 1, 2016 through August 31, 2018, as stated in Section 3.1 of the Agreement.