

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND CRYSTAL CHEN, OD FOR
OPTOMETRY SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Crystal Chen, OD, 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 optometry services for the term of November 1, 2022 through September 30, 2025, in an amount not to exceed \$400,000.00 (the "Agreement"); and

WHEREAS, parties desire to clarify the description of coverage provided in Contractor in Exhibit A to the Agreement; and

WHEREAS, the parties now wish to amend the agreement to expand coverage requirements in Exhibit A of the Agreement and adjust the contract's "not to exceed amount" accordingly.

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

1. **EXHIBIT A** (entitled SERVICES) Section II. subsection a. (entitled **Clinic Blocks**) is amended to read as follows:
 - a. **Clinic Blocks:** Contractor shall perform up to two hundred eighty eight (288) four-hour optometry and ("Clinic Blocks) per Contract Year, with a target of eight (8) patients seen per Clinic Block.
 - i. Clinic Blocks will occur during regular business hours, Monday through Friday between 8:00 a.m. and 5:00 p.m. and shall be arranged in advance with the Chief Medical Officer, Medical Director for Specialty Services or designee.

2. **EXHIBIT A** (entitled SERVICES) Section II. subsection b. (entitled **Supplemental Services**) is amended to read as follows:

- b. **Supplemental Services:** Contractor shall provide Diabetic Retinopathy services when assigned. Such services will be invoiced hourly in addition to the monthly invoice amount at the rate indicated on Exhibit B. At the request of the Chief Medical Officer, Medical Director of Surgical Services, or designee; for non-emergent cases, Contractor may provide up to and not to exceed six (6) four-hour supplemental services blocks per month or the equivalent of two hundred eighty-eight (288) hours per Contract Year of compensated clinical services in addition to the Clinic Blocks set forth, above (each, a "Supplemental Service"). Such Supplemental Services may be in the form of extensions of Clinic Blocks, additional four-hour Clinic Blocks, and/or additional clinical or surgical services. The parties acknowledge that there might be circumstances where Contractor must provide more than two hundred eighty-eight (288) hours of Supplemental Services in a Contract Year, and that any Supplemental Services provided beyond the two hundred eighty eighth (288th) hour in a given Contract Year shall be uncompensated.

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

Total payments for services under this Agreement will not exceed FOUR HUNDRED EIGHTY SIX THOUSAND DOLLARS (\$ 486,000.00)

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

If Contractor performs approved services in excess of what is required under Exhibit A, the Contractor may be compensated as follows:

- a. **Clinic Block:** Each such approved extra four-hour Clinic Block will be compensated at FOUR HUNDRED ONE DOLLARS (\$401.00). If such services do not amount to the full four-hour requirement, Contractor must use a pro-rata hourly figure.
- b. **Supplemental Services:** Each such approved four-hour supplemental services block will be compensated at FOUR HUNDRED ONE DOLLARS (\$401.00). If such services do not amount to the full four-hour requirement, Contractor must use a pro-rata hourly figure.
- c. **Administrative Approval of Contractor Invoices:** To the extent that approval to calendar, re-calendar, or modify Contractor's schedule to provide services is required of the Chief Medical Officer, the Medical Director of Specialty Services, or their designee (collectively, "SMMC leadership"); such approval may be evidenced by written approval of

SMMC leadership to the Contractor's invoice following timely submission by Contractor to County prior to payment by County. Untimely invoices submitted to County by Contractor shall not be approved by SMMC leadership.

5. 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: **Crystal Chen, OD**

Crystal Chen
Contractor Signature

11/16/23
Date

Crystal Chen
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board