

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
PACIFIC FOOTCARE PODIATRY GROUP**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PACIFIC FOOTCARE PODIATRY GROUP, 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 podiatry services on December 13, 2011, for the term February 1, 2012 through January 31, 2014, in an amount not to exceed \$259,200; and

WHEREAS, on June 1, 2012, the Chief Executive Officer approved an Amendment to the Agreement increasing the maximum amount payable by \$3,939 to \$263,130; and

WHEREAS, the parties wish to further amend the Agreement to increase the maximum amount payable by \$81,870 to \$345,000.

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

1. Section II, Ambulatory Podiatry; of Exhibit A, Services; of the Agreement is amended in its entirety to read as follows:

In consideration of the payments described in Exhibit B, Contractor shall provide three (3) half-day podiatry clinics per week. Up to two (2) additional half-day podiatry clinics or surgery blocks may be added weekly as needed and as requested in advance and in writing by the San Mateo Medical Center (SMMC) Chief of Surgery, Chief Medical Officer or designee.

2. Section VI of Exhibit B, Payments, of the Agreement is amended in its entirety to read as follows:

The term of this Agreement is February 1, 2012 through January 31, 2014. Total

payments for services performed under this Agreement shall not exceed THREE HUNDRED FORTY FIVE THOUSAND DOLLARS (\$345,000).

3. Section VII of Exhibit B, Payments, of the Agreement is amended in its entirety to read as follows:

Contractor will be paid a fixed rate of ONE HUNDRED TWENTY NINE THOUSAND SIX HUNDRED DOLLARS (\$129,600) per year, to be paid in equal monthly installments of TEN THOUSAND EIGHT HUNDRED DOLLARS (\$10,800). However, with respect only to the two (2) additional weekly half-day clinics and surgery blocks that Contractor provides as set forth in Section II of Exhibit A of the Agreement, Contractor will be paid \$655 for each such half-day podiatry clinic or surgery block.

4. **All other terms and conditions of the Agreement dated December 13, 2011, 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

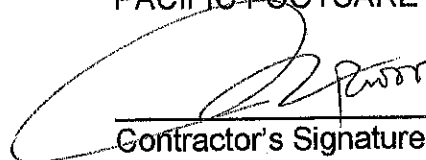
By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

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

ATTEST:

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

PACIFIC FOOTCARE PODIATRY GROUP, INC.

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

Date: 1/11/2013