

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PENINSULA PATHOLOGISTS MEDICAL GROUP**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2015, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Peninsula Pathologists Medical Group, hereinafter called "Contractor";

WITNESSETH:

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 the provision of quality anatomic slide preparation and histology services on July 24, 2012; and

WHEREAS, the parties amended the agreement on January 28, 2014, to expand the scope of work and increase the maximum amount by \$126,207, to an amount not to exceed \$531,207; and

WHEREAS, the parties wish to further amend the Agreement to extend services through December 31, 2015 and increase the amount by \$84,935, to an amount not to exceed \$616,142.

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

1. Section 3 of the Agreement, Payments, is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed SIX HUNDRED SIXTEEN THOUSAND ONE HUNDRED FORTY TWO DOLLARS (\$616,142).

2. Exhibit A to the Agreement is replaced in its entirety with Revised Exhibit A (rev. July 27, 2015), attached hereto and incorporated herein by reference.

3. Exhibit B to the Agreement is replaced in its entirety with Revised Exhibit B (rev. July 27, 2015), attached hereto and incorporated herein by reference.
4. All other terms and conditions of the agreement dated July 24, 2012, 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

PENINSULA PATHOLOGISTS MEDICAL GROUP



Contractor's Signature

Date: 8/5/15

Exhibit A
(Revised July 27, 2015)

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. Contractor will provide quality anatomic slide preparation and histology/cytology services of patient tissue samples obtained in the course of biopsies and surgical procedures performed at SMMC and affiliated clinics so that an SMMC pathologist can review and interpret. Contractor's services include the routine processing of tissue to produce glass slides for Pathology interpretation, as well as cytology (non-gyn) processing. In addition to IHC, routine H&E and special staining, services will also include ER/PR and HER2 testing. At the request of an SMMC pathologist, the tissue may be stained as directed.
2. Contractor will have full responsibility for the supervision and performance of all inpatient and outpatient pathology services including:
 - A. Provision of dictation/transcription services for processing of reports and providing these reports to referring facilities and departments.
 - B. Processing of pathology/non-gyn cytology specimens, orders, reports.
 - C. Processing of pathology/non-gyn cytology blocks and slides, for Cytology (non-gyn), FNA, Bone Marrows, etc.
 - D. Updating pathology procedure manuals.
 - E. Maintaining pathology equipment and supplies, submitting restocking needs to SMMC staff.
3. At the end of each business day (5:00 p.m., Monday through Friday), a courier provided by Contractor will pick up collected tissue samples from SMMC and affiliated clinics. Contractor will prepare slides of the samples and the completed slides are to be delivered to SMMC by 10:00 a.m. the following morning. Samples collected by SMMC on the weekend will be picked up and processed by Contractor on Sunday for Monday delivery.

Exhibit B
(Revised July 27, 2015)

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

PRIMARY SERVICES	TOTAL ANNUAL FIXED FEE
Specimen Block Processing (Includes all levels and re-cuts)	\$ 97,000.00
IHC Staining	\$ 26,500.00
Special Staining	\$ 11,500.00
ER/PR/HER/IC and HER2 Staining	\$ 5,340.00 *based on estimated volume
Transcription services	\$ 21,000.00
In-Patient/Out-Patient Pathology Services	\$ <u>42,500.00</u>
Total Annual Contract Expectation	\$ 203,840.00

Contractor will invoice the County on a monthly basis at the following rate:

\$11,250 per month from August 2012 thru March 2014

\$16,987 per month from April 2014 thru December 2015

Invoices must be approved by the Director of Laboratory Services and paid within 30 days of receipt. *The difference between estimated and actual volumes of ER/PR/HER2 by IHC (\$40 each) and HER2 by In situ hybridization (\$245.00 each) may be invoiced to/or reimbursed to SMMC at year end.