

**AMENDMENT NO. 3 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PALO ALTO MEDICAL FOUNDATION FOR HEALTHCARE, RESEARCH AND
EDUCATION**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PALO ALTO MEDICAL FOUNDATION FOR HEALTHCARE, RESEARCH AND EDUCATION, hereinafter called "Contractor";

W I T N E S S E I 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 on January 10, 2012; and

WHEREAS, on June 1, 2012, the parties amended the Agreement to update the list of providers authorized to provide services under the Agreement (Exhibit D); and

WHEREAS, on May 22, 2013, the parties amended the Agreement to expand the level of service and increase the amount by \$20,013 to an amount not to exceed \$582,413; and

WHEREAS, the parties wish to further extend the term by six months to June 30, 2014, and increase the amount by \$160,000 to an amount not to exceed \$742,413.

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

1. Section 3.1, Term, of the Agreement is amended to read as follows:

This Agreement shall commence on January 10, 2012, and shall continue until June 30, 2014. Unless terminated sooner, this Agreement shall expire and be of no further force and effect as of the end of business on June 30, 2014.

2. Exhibit B, Payments, is replaced with Revised Exhibit B, (rev. November 19,

2013), attached hereto and incorporated by reference.

3. **All other terms and conditions of the agreement dated January 10, 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

PALO ALTO MEDICAL FOUNDATION FOR
HEALTHCARE, RESEARCH AND EDUCATION



Contractor's Signature **BRIAN C. ROACH, MD**
President, HILLS-PENINSULA DIVISION, PAMF
Date: 12-29-2013

EXHIBIT B
(Revised November 18, 2013)

PAYMENTS

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

- I. For the period January 10, 2012 through May 31, 2013, Contractor shall be paid a total of TWO HUNDRED EIGHTY-ONE THOUSAND TWO HUNDRED DOLLARS (\$281,200) per year to be paid in monthly installments of TWENTY THREE THOUSAND, FOUR HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$23,433.33), prorated for any partial month of service.
 - A. Effective June 1, 2013 through June 30, 2014, Contractor shall be paid TWENTY SIX THOUSAND TWO HUNDRED NINETY TWO DOLLARS AND THIRTY THREE CENTS (\$26,292.33).
- II. The rates set forth herein include compensation for the complete professional component associated with the otorhinolaryngology (ENT) services provided by Contractor.
- III. Contractor compensation for ENT Services by the County is based on a Medicare Resource-Based Relative Value Scale (RBRVS) Work Relative Value Units (wRVUs) for an estimated volume of 2589 wRVU work units per annum.

If the average monthly work units for ENT, based on 2589 annual units vary by fifteen percent (15%) or more over any six (6) month period during the term of this Agreement, the compensation metric and service requirements of Contractor will be reviewed, discussed, and changed if appropriate and as mutually agreed, to reflect the proportional variation between the average monthly work units and services actually provided by Contractor during the six-month period and the contemplated volume of 2589 annual wRVU units. Both parties shall have the right to review and audit the other party's data supporting the calculation of productivity. This Section III shall not be effective unless and until County shall make available to Contractor accurate reports of each ENT Surgeon's productivity pursuant to Section 5.16 for at least six consecutive months.
- IV. In addition, to the amount described in Section I of Exhibit B, the additional clinic and surgery blocks as described in Exhibit A, Section IX, will be paid monthly at a rate of \$953 per block or an additional \$2,859 per month. These additional services are effective June 1, 2013.
- V. Total payment for services performed under this Agreement will not exceed SEVEN HUNDRED FORTY TWO THOUSAND FOUR HUNDRED THIRTEEN DOLLARS (\$742,413) unless modified pursuant to Section III above.

VI. The term of this Agreement is January 10, 2012 through June 30, 2014, as stated in Section 3.1 of the Agreement.

VII. Payments shall be directed to:

PAMF-MPD
PO Box 619113
Roseville, CA 95661