

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SUTTER BAY MEDICAL FOUNDATION DBA PALO ALTO MEDICAL
FOUNDATION FOR HEALTH CARE, RESEARCH, AND EDUCATION**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Sutter Bay Medical Foundation dba Palo Alto Medical Foundation for Health Care, Research, and Education, 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 to provide otorhinolaryngology services on July 26, 2016 for the term of July 1, 2016 through June 30, 2018, in an amount not to exceed \$850,000; and

WHEREAS, the parties amended the Agreement on March 28, 2017 to reflect the new corporate name of Contractor, "Sutter Bay Medical Foundation dba Palo Alto Medical Foundation for Health Care, Research, and Education"; and

WHEREAS, the parties further amended the Agreement on December 1, 2017 to revise the list of ENT Surgeons; and

WHEREAS, the parties wish to further amend the Agreement to extend the term by six months, to December 31, 2018, and increase the amount payable thereunder by \$212,500, to an amount not to exceed \$1,062,500.

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

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

This Agreement shall commence on July 1, 2016, and shall continue for two and one half (2.5) years. Unless terminated sooner, this Agreement shall expire and be of no further force and effect as of the end of business on December 31, 2018. The parties agree that, effective as of July 1, 2016, this Agreement shall replace and supersede a prior Agreement between the parties for the same services. Upon execution of this Agreement, the parties shall reconcile any

payments made or pending for services rendered on and after July 1, 2016 to comply with the terms of this Agreement.

2. Revised Exhibit B (rev. 1/4/17) and original Exhibit D are hereby replaced with Revised Exhibit B (rev. 8/14/18) and Revised Exhibit D (rev. 8/14/18), copies of which are attached hereto and incorporated by this reference.
3. **All other terms and conditions of the Agreement dated July 26, 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

Sutter Bay Medical Foundation dba Palo Alto Medical Foundation for Health Care,
Research, and Education



Contractor's Signature Joseph Lacy, M.D.

Date: 09/11/2018

Acknowledgement:

Palo Alto Foundation Medical Group, Inc.

Robert Nordgren, M.D.
Chief Executive Officer

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

Sutter Bay Medical Foundation dba Palo Alto Medical Foundation for Health Care,
Research, and Education

Contractor's Signature

Date: _____

Acknowledgement:

Palo Alto Foundation Medical Group, Inc.



Robert Nordgren, M.D.
Chief Executive Officer

EXHIBIT B
(rev. 8/14/18)

PAYMENTS

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

- I. Contractor shall be paid at rates set forth herein to include the complete professional component associated with otorhinolaryngology (ENT) services.
- II. Payment shall be calculated in a manner consistent with reimbursement for otorhinolaryngology (ENT) services. Contractor compensation for services to County will be based on the 2015 Medical Group Management Association (MGMA) Physician Compensation and Production Survey, Western United States Median Compensation. The source of physician services based units is the current Medicare Resource-Based Relative Value Scale (RBRVS).
- III. For the period July 1, 2016 – August 31, 2016, Contractor will be paid in the monthly installments of TWENTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$26,250) for services described in Exhibit A, Section I. and III. This rate is based on the prior contract base rate of \$26,053 given the MGMA Western Medical Compensation increase from the period 2013 to 2015 of 0.75%.

For the period September 1, 2016 and continuing for the remaining period of the contracting ending December 31, 2018, Contractor will be paid in monthly installments of THIRTY-ONE THOUSAND AND FIFTY DOLLARS (\$31,050) for services described in Exhibit A, Section II. and III.

- IV. In addition, to the amount described in Section III of Exhibit B, any additional clinic and surgery blocks will be paid monthly at a rate of \$960 per block.
- V. In order to provide twenty-four (24) hour/seven (7) day per week call coverage, Contractor will be paid \$500 per 24-hour period for all call coverage provided per Section III of Exhibit A, with the schedule for such call coverage to be determined by Contractor. Compensation for the call coverage referenced in this Agreement is included in the monthly compensation set forth in Section III of this Exhibit B.
- VI. The term of this Agreement is July 1, 2016 through December 31, 2018, as stated in Section 3.1 of the Agreement.
- VII. Total payment for services under this agreement will not exceed ONE MILLION SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$1,062,500).
- VIII. Payments shall be directed to:

If via Standard Mail:

PAMF Physician Checks
P.O. Box 619100
Roseville, CA 95661

If via Fed/Ex, UPS or any other carrier that does not deliver to P.O. boxes:

PAMF Physician Checks, Sutter Shared Services
9100 Foothills Blvd
Roseville, CA 95747

REVISED EXHIBIT D
(rev. 8/14/18)

LIST OF PAMF/SUTTER ENT SURGEONS

Emily Crozier, MD
David E. Ellison, MD
Amelia Read, MD
Joshua Sckolnick, MD
Elizabeth Zambricki, MD