

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND CAROL TABAK**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Carol Tabak MD, 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 general surgery and palliative care services on April 9, 2019, for the term of June 1, 2019 through May 31, 2020, in an amount not to exceed \$145,000 ("Agreement");

WHEREAS, the parties now wish to amend the Agreement to extend the term by three months from May 31, 2020 to August 31, 2020, to increase the maximum amount payable under the Agreement by \$35,000 to \$180,000 and to add Exhibit A1.

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

1. Section 1.5.1 Maximum Amount, is amended to read as follows:

In full consideration of Contractor's performance of the of the services described in Exhibit A and Exhibit A1 (during the time that Exhibit A1 remains in effect), the total amount that County shall pay for services rendered under this Agreement shall not exceed amount ONE HUNDRED AND EIGHTY THOUSAND DOLLARS (\$180,000).

2. Section 1.5.2 Rate of Payment, is amended to read as follows:

The rate and terms of payment shall be as specified in Exhibit B or Exhibit A1, whichever is applicable to the services rendered, attached hereto and incorporated herein. Any rate increase for services provided under this Agreement is subject to the approval of the Chief, San Mateo County Health or his/her designee and shall not be binding on County unless so approved in writing. Each payment shall be conditioned on the Contractor's performance of all of the provisions of this Agreement, to the full satisfaction of the Chief, San Mateo County Health, Chief Executive Officer of SMMC, or either of their designees

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

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 1, 2019 through August 31, 2020.

4. Exhibit A1 attached thereto is added and incorporated to the Agreement.

5. **All other terms and conditions of the Agreement dated April 9, 2019, 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: Carol Tabak, MD

*Carol Tabak MD*  
Contractor Signature

3-27-20  
Date

CAROL TABAK MD  
Contractor Name (please print)



COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

**EXHIBIT A1**  
**COVID-19 RESPONSE SERVICES**

This Exhibit A1 to the Agreement between the County of San Mateo and Contractor supplements but does not rescind the Agreement between County and Contractor.

This Exhibit A1 is hereby added to the existing agreement between the County and the Contractor in light of the existing local health emergency throughout San Mateo County declared by the San Mateo County Health Officer on March 3, 2020 and ratified and extended by the Board of Supervisors on March 10, 2020, as well as the local emergency proclaimed by the County Directors of Emergency Services on March 3, 2020 and ratified and extended by the Board of Supervisors on March 10, 2020.

In light of the existing circumstances, the parties agree that there may be a need on the part of the County to use Contractor's medical skills in a manner more focused on the response to the current novel coronavirus (COVID-19) outbreak and Contractor is willing to modify the services provided to the County in response to these circumstances. During the period of the above-referenced local emergency and/or local health emergency, COVID-19 response, the parties agree to modify Contractor's services as follows:

- I. At the direction of the SMMC CEO, CMO, Medical Director or their respective designees, Contractor will provide telemedicine services to assist with the COVID-19 response.
- II. Regardless of the nature of such services provided by Contractor, Contractor will be paid at \$132 per hour.
- III. Contractor's hours will not exceed 16 hours per week. Contractor's schedule will be determined by the Medical Director or designee.

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Carl P. ... MD*      *3-27-2020*

---

Chester J. Kunnappilly, MD \_\_\_\_\_ Date: \_\_\_\_\_

*[Signature]*      *4/17/2020*

---