

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
FOR OTORHINOLARYNGOLOGY MEDICAL SERVICES  
BETWEEN THE COUNTY OF SAN MATEO AND  
SUTTER BAY MEDICAL FOUNDATION**

This FIRST AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of May 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Sutter Bay Medical Foundation, a California nonprofit public benefit corporation 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 for otorhinolaryngology services on January 29, 2019, for the term of July 1, 2018 through June 30, 2020, in an amount not to exceed \$1,100,000 ("Agreement");

WHEREAS, the parties now wish to amend the Agreement to extend the term by one year to June 30, 2021, and increase the amount payable thereunder by \$550,000, to an amount not to exceed \$1,650,000.

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

1. Section 1.5.1 Maximum Amount of the Agreement is amended in its entirety to read as follows:

In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall pay for services rendered under this Agreement shall be as specified in Exhibit B, not to exceed ONE MILLION SIX AND FIFTY THOUSAND (\$1,650,000).

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

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2018, through June 30, 2021. The parties agree that, as of the Effective Date, this Agreement shall replace and supersede any prior or current Agreement between County and Contractor for the same or similar services. Upon execution of this Agreement, the parties shall reconcile any payments made or pending for services

rendered on and after the Effective Date to comply with the terms of this Agreement.

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

For the term of July 1, 2018 through June 30, 2021, prorated based on the following annual compensation

1. Scheduled clinics and surgical time described in Exhibit A, Section VII  
\$237,542
2. Call Coverage  
ENT \$650/Call Coverage Shift x 365 described in Exhibit A, Section II  
\$237,250
3. Medical Director and scheduling clinic, surgery and call coverage: \$2,500/month  
\$30,000

Total: \$504,792

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

Total payment for services performed under this Agreement will not exceed ONE MILLION SIX HUNDRED AND FIFTY THOUSAND (\$1,650,000).

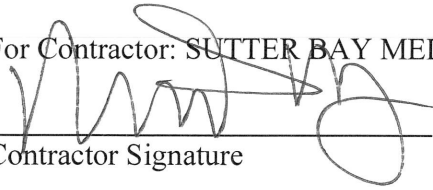
5. Exhibit B, Section VIII, of the Agreement is amended in its entirety to read as follows:

The term of this Agreement is July 1, 2018 through June 30, 2021, as stated in Section 3.1 of this Agreement.

6. **All other terms and conditions of the Agreement dated January 29, 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: SUTTER BAY MEDICAL FOUNDATION

  
Contractor Signature

5/27/20  
Date

Robert Markham CEO  
Contractor Name (please print)



COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

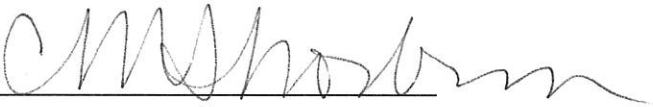
By:

Clerk of Said Board

**ACKNOWLEDGMENTS**

The undersigned hereby acknowledges receipt of a copy of this Agreement and acknowledges the terms contained herein.

**PALO ALTO FOUNDATION MEDICAL GROUP, INC.**

By:                     

Name: Christine Thorburn

Title: Interim Chief Executive Officer