

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND PENINSULA UROLOGY, LLC**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of August 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PENINSULA UROLOGY, LLC, 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 a lease agreement for urology services on June 27, 2017, for the term of October 1, 2017 through September 31, 2020, in an amount not to exceed \$1,219,176 ("Agreement"); and

WHEREAS, the parties now wish to extend the Agreement for three years from October 1, 2017 to September 30, 2020 to October 1, 2017 to September 30, 2023, to increase the contract maximum from \$1,219,176 to \$2,438,352, and for the Contractor to change its name to Chris Threatt, MD Inc., a Professional Medical Co., doing business as Sequoia Urology Center.

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

1. Parties of the Agreement is amended to read as follows:

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CHRIS THREATT, MD INC., A PROFESSIONAL MEDICAL CO., DOING BUSINESS AS SEQUOIA UROLOGY CENTER.

This Agreement is entered into this 27 day of June 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County", and Chris Threatt, MD Inc., a Professional Medical Co., doing business as Sequoia Urology Center.

2. Section 3. of the Agreement, governing 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 in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal

obligation under this Agreement exceed TWO MILLION FOUR HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS (\$2,438,352). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement. All invoices must be approved by the Director of Payor and Provider or their designee and paid within 30 days of receipt of the invoice. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.orq. Processing time may be delayed if invoices are not submitted electronically.

3. Section 4. of the Agreement, governing Term, is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2017 through September 30, 2023.

4. Exhibit B, Section IV, is amended to read as follows:

Maximum payment for services rendered under this Agreement will not exceed TWO MILLION FOUR HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS (\$2,438,352).

5. **All other terms and conditions of the Agreement dated June 27, 2017, 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: Chris Threatt, MD INC, a Professional Medical Co., dba Sequoia Urology Center

Chris Threatt  
Contractor Signature

8/30/2020  
Date

Chris Threatt  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board