

**FIRST AMENDMENT TO THE
ADMINISTRATIVE AND PROFESSIONAL SERVICES AGREEMENT
FOR DIAGNOSTIC RADIOLOGY SERVICES
BETWEEN THE COUNTY OF SANTA CLARA AND
BAY IMAGING CONSULTANTS MEDICAL GROUP, INC.**

The Administrative and Professional Services Agreement for Diagnostic Radiology, effective April 1, 2022, by and between the County of Santa Clara, a political subdivision of the State of California, (“County”), and **Bay Imaging Consultants Medical Group, Inc.** (“Contractor”) for **Diagnostic Radiology Services** (“Agreement”), is hereby amended as set forth below effective December 1, 2023 (“FIRST Amendment”).

Background

The purpose of this First Amendment is for the Parties to increase the maximum financial obligation (MFO) by \$2,000,000.00 and revise, remove and add standard provisions.

Agreement

1. **Section 2.1 (Compensation)** is hereby deleted in its entirety and replaced with the following:

In consideration of the contracted services provided to County by Contractor, the County shall pay Contractor for all undisputed charges in accordance with the compensation schedule described in Exhibit A and A-1. The maximum compensation paid to Contractor pursuant this Agreement shall not exceed \$7,166,576.00 inclusive of expenses as described below. The County will not pay any cost or charge that is not delineated in this Agreement.

2. **Section 15 (Conflict of Interest)** is amended to add the following:

If applicable, Contractor and its agents shall comply with California Government Code section 84308 (“Levine Act”) and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Disclosures pursuant to the Levine Act must be submitted online at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>.

3. Except as set forth herein, all other terms and conditions of the Agreement as amended by this First Amendment shall remain in full force and effect. In the event of a conflict between the original Agreement and this First Amendment, the terms of this First Amendment shall control.
4. The Agreement as amended by this First Amendment constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior oral and written agreements, and representations and understandings between the parties concerning such subject matter.

Approved: 1/10/2023

5. This First Amendment may be executed by the parties in any number of separate counter parts, each of which shall be deemed an original and all of which, taken together shall be deemed to constitute one and the same instrument.

INTENDING TO BE BOUND HEREBY, the parties have caused their authorized representatives to execute this FIRST Amendment as set forth below:

COUNTY OF SANTA CLARA

 **NOV 07 2023**
Date
SUSAN ELLENBERG
President
Board of Supervisors

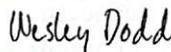
CONTRACTOR

DocuSigned by:
 10/17/2023
CDBECC59A0344D5
DAVID S. HOWARD, M.D. Date
President
Bay Imaging Consultants Medical Group, Inc.

Signed and certified that a copy of this Document has been delivered by electronic or other means to the President, Board of Supervisors
Attest:

 **NOV 07 2023**
Date
TIFFANY LENNEAR
Clerk of the Board of Supervisors

Approved as to form and legality:

DocuSigned by:
 10/18/2023
9BA7F1R08BBD485
Wesley Dodd Date
Deputy County Counsel