

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ALLIANCE HEALTHCARE SERVICES, INC. D/B/A ALLIANCE HEALTHCARE RADIOLOGY**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Alliance Healthcare Services, Inc. d/b/a Alliance HealthCare Radiology, 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 mobile magnetic resonance imaging (MRI) staff and services on April 29, 2022 for the term of May 1, 2022 through July 31, 2022, in an amount not to exceed \$200,000; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the agreement through April 30, 2027 and increase the amount by \$5,200,000 to an amount not to exceed \$5,400,000.

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

1. Section 3, Payments, of the Agreement 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 including but not limited to 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 reasonably 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 FIVE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$5,400,000). 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 Manager of Radiology or their designee. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

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


Subject to compliance with all terms and conditions, this Agreement shall commence on May 1, 2022 utilizing the Mobile MRI 1.5T 16X. Upon delivery of the Mobile MRI Voyager the term of this Agreement shall continue through April 30, 2027.

This Agreement is contingent upon Contractor's Executive Leadership Team Capex approval for new equipment.

3. **All other terms and conditions of the Agreement, between the County and Contractor 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: Alliance Healthcare Services, Inc. d/b/a Alliance HealthCare Radiology

 _____ Contractor Signature	<u>May 2, 2022</u> Date	<u>Brent M. Chaffee</u> 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