

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAN FRANCISCO LITHOTRIpsy GROUP, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SAN FRANCISCO LITHOTRIpsy GROUP, 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 an Agreement for portable lithotripsy equipment and support personnel services on May 14, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase the amount by \$135,000 to an amount not to exceed \$235,000.

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

1. Section 3, Payments, of the agreement is replaced in its entirety with the following:

Payments – In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibits (s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit A. 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 terminations. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$235,000).

2. Exhibit A, Section II, Amount and Method of Payment, Paragraph B is replaced in its entirety with the following:

The term of this Agreement is May 1, 2012 through April 30, 2015. Maximum

payment for services rendered under this Agreement will not exceed TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS. Invoices will be approved by an acute care services nurse manager and paid within 30 days of receipt of properly prepared invoice.

3. All other terms and conditions of the Agreement dated May 14, 2012, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SAN FRANCISCO LITHOTRIpsy GROUP, LLC
By: Sun Medical Technologies, Inc., its' management agent



Contractor's Signature

Date: 4/25/14