

**First Amendment to Agreement
Between the County of San Mateo and Nitin Prabhakar, MD for Pain Management
Services**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day
of _____ 2026, by and between the COUNTY OF SAN MATEO,
hereinafter called "County," and **Nitin Prabhakar, MD**, 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 pain management services for the term of February 1, 2025 through January 31, 2026, in an amount not to exceed \$236,288.00 (the "Agreement"); and

WHEREAS, the parties desire to extend the term of the agreement through November 30, 2027, add new on-call coverage hours effective February 1, 2026, and conform the terms of Dr. Prabhakar's agreement to those of existing physician pain management services agreements with the County; and

WHEREAS, the amount payable under the Agreement must be increased by \$ 463,762 to accommodate the expansion of services provided under the extended term;

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

1. Section 3.1 (entitled **Term**) is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1, 2025 through November 30, 2027. Each consecutive 12-month period within the term of this Agreement beginning with the first day of this term shall constitute a "Contract Year", and any period of less than a Contract Year at the end of the term shall be treated pro rata for purposes of Contract Year services and compensation.

2. **EXHIBIT A** of the Agreement (entitled "**SERVICES**"), Section II. subsection c. (entitled "**Administrative Approval of Contractor Invoices**") is relocated in its entirety to a new Section II. subsection d. with the same title and continues to read as follows:

d. **Administrative Approval of Contractor Invoices:** To the extent that approval to calendar, re-calendar, or modify Contractor's schedule to provide services is required of the Chief Medical Officer, the Medical Director of Specialty Services, or their designee (collectively, "SMMC leadership"); such approval may be evidenced by written approval of SMMC leadership to the Contractor's invoice following timely submission by Contractor to County prior to payment by County. Untimely invoices submitted to County by Contractor shall not be approved by SMMC leadership.

3. **EXHIBIT A** of the Agreement (entitled "**SERVICES**"), Section II. subsection c. shall be retitled "**On-Call Coverage**" and shall read as follows:

c. **On-Call Coverage:** Effective February 1, 2026 and for each successive Contract Year Contractor shall provide up to eighty-four (84) nine hour (9 hr.) shifts of scheduled coverage of on-call and/or emergency call services excluding time in a Clinic Block or Surgery Block ("On-Call Coverage").

On-call coverage means availability for consultation and in-person services as required by the patient's circumstances in consultation with the attending provider and standard-of-care Monday through Friday beginning at 8:00 a.m. and ending at 5:00 p.m. the following day excluding any hours scheduled in Clinic, unless otherwise approved by the Medical Director for Specialty Services or designee. Contractor shall ensure On-Call Coverage with another provider contracted with SMMC to provide the same service in the event of unavailability or inability to provide on-call coverage.

4. **EXHIBIT B** of the Agreement (entitled "**PAYMENTS**"), Section II. subsection c. entitled "**On-Call Coverage**" shall be added and shall read as follows:

c. **On-Call Coverage:** Each assigned On-Call Coverage shift will be compensated at SEVENTEEN DOLLARS (\$17.00) per hour for each hour On-Call Coverage is provided.

5. **EXHIBIT B** of the Agreement (entitled "**PAYMENTS**"), Section I. shall be amended to read as follows:

I. Total payment for services under this Agreement will not exceed SEVEN HUNDRED THOUSAND FIFTY DOLLARS (\$700,050.00).

6. All other terms and conditions of the Agreement 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: **Nitin Prabhakar, MD**

Signed by:

Nitin Prabhakar

Contractor Signature

November 26, 2025

Date

Nitin Prabhakar

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board