

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
GOLDEN STATE ANESTHESIA CONSULTANTS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Golden State Anesthesia Consultants, Inc., 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 Anesthesia and other Pain Management services on April 23, 2013; and

WHEREAS, the parties wish to amend the Agreement to extend the term by three months to July 31, 2016, and increase the amount by \$425,000 to an amount not to exceed \$5,825,000.

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

1. Section 3.1 of the agreement is amended to read as follows:

This Agreement shall commence on May 1, 2013, and shall continue for three (3) years and three (3) months. Unless terminated sooner, this Agreement shall expire and be of no further force and effect as of the end of business on July 31, 2016.

2. Section VI of Exhibit B, Payments is amended to read as follows:

Total payments for services under this Agreement will not exceed FIVE MILLION EIGHT HUNDRED TWENTY-FIVE THOUSAND DOLLARS (5,825,000) for the agreement term of May 1, 2013 through July 31, 2016.

3. Section VIII will be added to Exhibit B, Payments to read as follows:

Effective May 1, 2016 through July 31, 2016 Contractor will be paid in three (3)

monthly installments of \$144,661.66 each, for Anesthesia and Pain Management procedures performed.

- 4. All other terms and conditions of the Agreement dated April 23, 2013, 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

Golden State Anesthesia Consultants, Inc.

  
\_\_\_\_\_  
Contractor's Signature

Date: 3-29-16

## **EXHIBIT B (rev.03-18-16)**

### **PAYMENTS**

In consideration of the services specified in Exhibit A, County will pay Contractor based on the following:

- I. Contractor shall be paid at rates set forth in this Exhibit B to include the complete professional component associated with anesthesia services for invasive surgical procedures, acute and chronic pain management services, and emergency or consultative critical care services only.
- II. Payment shall be calculated in a manner consistent with reimbursement for anesthesia services based on the proposal for Request for Proposals (RFP) Number 2012-050 dated February 25, 2013.
- III. Contractor's total annual compensation will be ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000) for anesthesia coverage of the three surgery suites Monday through Friday, call coverage and eighty (80) hours of Administrative services per year.
- IV. Subject to any adjustments that may be made pursuant to this Exhibit B, the monthly compensation for anesthesia and pain management services will be \$141,666.67 per month for an annual amount of ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000)..
- V. Contractor shall be paid at an annual amount of ONE MILLION, SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000).
- VI. Total payments for services under this Agreement will not exceed FIVE MILLION, EIGHT HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$5,825,000) for the agreement term of May 1, 2013 through July 31, 2016.
- VII. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of this Exhibit. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services or more than ninety (90) days after this Agreement terminates, whichever is earlier.
- VIII. Effective May 1, 2016, through July 31, 2016, Contractor will be paid in three (3) monthly installments of \$144,666.66 for Anesthesia and Pain Management procedures performed.