

**AMENDMENT ONE TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND STANFORD HEALTH CARE**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Stanford Health Care, 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 to provide to a Medical Director for Emergency Medical Services division on March 1, 2015;

WHEREAS, the parties now wish to amend the Agreement to extend the term by four (4) months, through June 30, 2016;

WHEREAS, the parties wish to amend the Agreement to increase the funding amount by \$33,000, to an amount not to exceed \$132,500.

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

1. Section 2 of the Agreement is amended in its entirety to read as follows:

**Contract Term**

The term of this Agreement shall be from March 1, 2015 to June 30, 2016, unless terminated earlier in accordance with the terms of this Agreement.

2. Section 3 of the Agreement is amended in its entirety to read as follows:

**Payments**

In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibits(s) or attachments(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 termination. 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 total payment for services under this Agreement exceed ONE HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$132,500).

3. Section 2 of Exhibit A of this Agreement is amended in its entirety as follows:

## **2. Amount and Method of Payment**

In consideration of the services provided by Contractor pursuant to Section 1, Description of Services to be Performed by Contractor, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:

1. Contractor shall submit to County, by the fifteenth (15th) working day of each month, a monthly invoice detailing work performed by Physician. Such invoice shall list work performed, meetings attended, products produced, and total billable hours worked per listed item per month. It is the intent of the parties that the Contractor will work six-hundred seventy two (672) hours each year. This is about fifty-six (56) hours per month or an average of fourteen (14) hours per week for services rendered. For services listed above, County shall pay Contractor EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS (\$8,250.00) per MONTH, with a maximum billable under this Agreement of HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$132,500).
2. All costs incurred under this Agreement shall be due and payable only after services have been rendered and in no case in advance of such services. No costs shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement, are received and approved by County as being in accordance with this Agreement. Indirect costs associated with providing services, such as administrative overhead and time spent preparing the invoice, are not billable to County.
3. In addition to payments for work described in Exhibit "A", Section I, whenever Physician is required to travel outside of the County in performance of his/her duties under this Agreement, County will reimburse Contractor for Provider's travel expenses, and Emergency Medical Director's Association of California, Inc. (EMDAC) annual dues up to a maximum of FIVE HUNDRED DOLLARS (\$500) per year for the duration of this Agreement, provided that all travel, lodging, and meeting expenses are pre-approved by County and all claims are documented by appropriate receipts.

In any event, the total amount to be paid by County to Contractor for services rendered and expenses incurred shall not exceed HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$132,500) for the term of this Agreement.

- 4 **All other terms and conditions of the Agreement dated March 1, 2015, 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

Stanford Health Care

Alison M Kerr  
Alison M Kerr (Mar 31, 2016)

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

Date: \_\_\_\_\_