

**AMENDMENT NO. 4 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ALLIANCE HEALTHCARE SERVICES, INC., A DELAWARE CORPORATION,
DOING BUSINESS AS ALLIANCE IMAGING**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Alliance Healthcare Services, Inc., A Delaware Corporation, doing business as Alliance Imaging, 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 the purpose of Magnetic Resonance Imaging (MRI) staff and services on June 28, 2011; and

WHEREAS, on September 22, 2015, the parties amended the Agreement to increase the patient care hours to ten (10) hours Monday through Friday and eight (8) patient care hours on Saturday; and

WHEREAS, on March 29, 2016, the parties amended the Agreement extending services through April 14, 2018 and increased the amount by \$1,600,000 to an amount not to exceed \$4,175,000; and

WHEREAS, on March 30, 2017, the parties amended the Agreement to reduce services provided on Saturdays; and

WHEREAS, the parties wish to further amend the Agreement to extend the term by three (3) years through April 14, 2021 and increase the amount by \$1,980,000 to an amount not to exceed \$6,155,000.

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

1. Section 3, Payments, of the original agreement is hereby amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." In no event shall the County's total fiscal obligation under this Agreement exceed SIX

MILLION ONE HUNDRED FIFTY- FIVE THOUSAND DOLLARS (\$6,155,000).

2. Section 4, Term and Termination, of the original agreement is hereby amended to read as follows:

The term of the Agreement shall be from April 15, 2011 through April 14, 2021, unless earlier terminated in accordance with the terms and conditions of this Agreement.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. **All other terms and conditions of the agreement dated June 28, 2011, 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., A Delaware Corporation, doing business as Alliance Imaging



Contractor Signature

1/29/2018
Date

Eric T. Olson, VP Associate General Counsel
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board