

**AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SAN
MATEO AND**

Drs. Herbert and Cohen Medical Group

THIS AGREEMENT, entered into this _____ day of _____, 2005,
by and between the COUNTY OF SAN MATEO (hereinafter called "County") and
(hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on February 24, 2004, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 3.1, Term of the Agreement, of the Original Agreement is hereby amended to read as follows:

"12. Term of the Agreement

Subject to the compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from March 1, 2004 through August 31, 2005.

2. Schedule A/B of the Original Agreement is hereby amended to read as follows:

Schedule B

- "3. Contractor compensation for anesthesiologists by the County will be based on an ASA base unit value of \$32.00 for services rendered if the current number of Contractor's representatives shifts remains unchanged and additional support for a third surgical suite is provided. Contractor compensation for anesthesiologists by the County will be based on an ASA base unit value of \$35.00 for services rendered if Contractor's representatives are employed to support an additional shift for coverage of a third surgical suite.

Provider compensation for nurse anesthetists will be based on an ASA base unit value of \$16.00 for services rendered.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of February 24, 2004, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

CONTRACTOR

By: _____
Richard S. Gordon, President
Board of Supervisors
San Mateo County

By: *Anna Jofes MD*
Drs. Herbert and Cohen Medical Group

By: *N. Rhodema Helbert MD*
Drs. Herbert and Cohen Medical Group

Date: _____

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

COUNTY OF SAN MATEO
SAN MATEO MEDICAL CENTER

MEMORANDUM

Date: January 27, 2004
To: Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864
From: Tere Larcina, San Mateo Medical Center/Pony # HOS316/Fax # 2267
Subject: Contract Insurance Approval

CONTRACTOR: Drs. Herbert and Cohen Medical Group

DO THEY TRAVEL: No

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES:)

DUTIES (SPECIFIC): They provide professional anesthesia services including the management and supervision of those services

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability:	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE



(415) 397-9700
 (800) 652-1051
 (907) 563-3414 (in Alaska)

CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below.

Certificate Holder Nichole Rhodeman Herbert, MD 15 Forest Lane San Carlos, CA 94070		Name and Address of Insured Nichole Rhodeman Herbert, MD 15 Forest Lane San Carlos, CA 94070	
Current Medical Specialty: Anesthesiology		The above Insured is: <input checked="" type="checkbox"/> Named Insured <input type="checkbox"/> Additional Insured <input type="checkbox"/> Locum Tenens	
Policy Number 607923	Insured's Effective Date 01/01/2005	Insured's Expiration Date 01/01/2006	Insured's Retroactive Date 01/01/1996
Coverage and Limits of Liability			
\$1,000,000	Each Claim	Deductible \$Nil	Each Claim
\$3,000,000	Aggregate Limit per Policy Period	\$Nil	Aggregate
<input type="checkbox"/> Shared Limits of Liability		<input checked="" type="checkbox"/> Separate Limits of Liability	
<input checked="" type="checkbox"/> COVERAGE A Professional Liability Insurance Claims Made			
<input checked="" type="checkbox"/> COVERAGE B Limited Professional Office Premises Liability Insurance Claims Made (Limits of liability applicable to this coverage are shared with the Named Insured)			

This is to certify that the policy of insurance listed above has been issued to the insured named above for the period indicated as the insured's effective date to the insured's expiration date subject to payment of all billed premiums by the due date specified. The insurance afforded by the policy described above is subject to all the terms, exclusions and conditions of such policy. It is the responsibility of the insured to inform recipients of Certificates of Insurance of any changes in coverage, declination of issuance, or cancellation before the expiration date. Failure by the insured to provide such notice shall impose no obligation or liability of any kind upon NORCAL, its agents, or representatives.

By: NORCAL Mutual Insurance Company

Issue Date: October 30, 2004

James Sunseri
 James Sunseri
 President

David R. Holley M.D.
 David R. Holley, M.D.
 Secretary

CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below.

Certificate Holder San Mateo County General Health Services Agency 222 W. 39th Avenue San Mateo, CA 94403		Name and Address of Insured Aviva Y Cohen, MD 1629 Balboa Way Burlingame, CA 94010	
Current Medical Specialty: Anesthesiology		The above Insured is: <input checked="" type="checkbox"/> Named Insured <input type="checkbox"/> Additional Insured <input type="checkbox"/> Locum Tenens	
Policy Number 091106	Insured's Effective Date 01/01/2005	Insured's Expiration Date 01/01/2006	Insured's Retroactive Date 02/12/1987
Coverage and Limits of Liability			
\$1,000,000	Each Claim	Deductible \$Nil	Each Claim
\$3,000,000	Aggregate Limit per Policy Period	\$Nil	Aggregate
<input type="checkbox"/> Shared Limits of Liability		<input checked="" type="checkbox"/> Separate Limits of Liability	
<input checked="" type="checkbox"/> COVERAGE A Professional Liability Insurance Claims Made			
<input checked="" type="checkbox"/> COVERAGE B Limited Professional Office Premises Liability Insurance Claims Made (Limits of liability applicable to this coverage are shared with the Named Insured)			

This is to certify that the policy of insurance listed above has been issued to the insured named above for the period indicated as the insured's effective date to the insured's expiration date subject to payment of all billed premiums by the due date specified. The insurance afforded by the policy described above is subject to all the terms, exclusions and conditions of such policy. It is the responsibility of the insured to inform recipients of Certificates of Insurance of any changes in coverage, declination of issuance, or cancellation before the expiration date. Failure by the insured to provide such notice shall impose no obligation or liability of any kind upon NORCAL, its agents, or representatives.

By: NORCAL Mutual Insurance Company

Issue Date: October 29, 2004

James Sunseri

James Sunseri
 President

David R. Holley M.D.

David R. Holley, M.D.
 Secretary