

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND HUBERT B. SHIH, MD FOR
PLASTIC SURGERY SERVICES**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____ 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Hubert B. Shih, MD, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, the parties entered into an agreement for plastic surgery services for the term of December 1, 2022 through November 30, 2025, in an amount not to exceed \$ 1,184,040.00 (the "Agreement"); and

WHEREAS, on December 20, 2023 the parties entered into a First Amendment to the Agreement to clarify the terms of Dr. Shih's coverage and provide Dr. Shih with greater flexibility to provide supplemental surgical services without fiscal impact; and

WHEREAS, the parties now wish to modify the terms of Dr. Shih's coverage to provide expanded coverage to fill hours that would otherwise be left unfilled due to another plastic surgeon's reduction in hours, assume that physician's Medical Director duties, adjust On-Call compensation, and make the necessary adjustments to the Agreement's "not to exceed amount"

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

1. **EXHIBIT A** (entitled SERVICES) Section II. subsection a. (entitled **Clinic Blocks**) is amended to read in its entirety as follows:
 - a. **Clinic Blocks:** In each Contract Year Contractor shall perform seventy-two (72) four-hour plastic surgery clinics ("Clinic Blocks").
 - i. Clinic Blocks will occur during regular business hours, Monday through Friday 8:00 a.m. – 5:00 p.m. and shall be arranged in advance with the Chief Medical Officer, Medical Director of Specialty Services or designee.
2. **EXHIBIT A**, (entitled SERVICES) Section II. subsection b. (entitled **Surgery Blocks**) is amended to read in its entirety as follows:
 - b. **Surgery Blocks:** In each Contract Year Contractor shall perform one hundred sixty-eight (168) four-hour plastic surgery surgeries ("Surgery

Blocks”)

- i. Surgery hours shall be scheduled Monday through Friday between 7:30 a.m. and 4:30 p.m. and shall be arranged in advance with the Chief Medical Officer, Medical Director of Specialty Services, or designee.
- ii. Surgery blocks may be replaced with Clinic Blocks.

3. **EXHIBIT A** (entitled SERVICES) Section II. subsection c. (entitled **On-call Coverage**) is amended to read in its entirety as follows:

- c. **On-call Coverage:** For each Contract Year Contractor shall provide scheduled coverage of on-call and/or emergency call services (“On-call Coverage”) three hundred six (306) days per year. On-call Coverage means twenty-four hour (24-hour) coverage, from 7:00 a.m. to 7:00 a.m., including inpatient, ambulatory, and Emergency Department consults and all follow-up from call, excluding non-emergent operative follow-up cases, which shall be considered a Supplemental Service, below. When on-call, Contractor must adhere to the current On-Call Policy.

4. **EXHIBIT A** (entitled SERVICES) Section II. subsection d. (entitled **Supplemental Services**) is amended to read in its entirety as follows:

Contractor may provide up to and not to exceed two hundred ninety-four (294) hours per Contract Year of compensated surgical or clinical services in addition to the Clinic Blocks and Surgery Blocks set forth, above (each, a “Supplemental Service”). Such Supplemental Services may be in the form of extensions of Clinic Blocks or Surgery Blocks, additional four-hour Clinic Blocks or Surgery Blocks, and / or additional clinical or surgical services performed on an emergent or elective basis. The parties acknowledge that there might be circumstances where Contractor may provide more than two hundred ninety-four (294) hours of Supplemental Services in a Contract Year, and that any Supplemental Services provided beyond the two hundred ninety-fourth (294th) hour in a given Contract Year shall be uncompensated.

5. **EXHIBIT A** (entitled SERVICES) Section II. subsection e. (entitled **Medical Director**) is added as follows:

- e. **Medical Director:** Contractor will be the Medical Director of Plastic Surgery. In this role the Contractor shall perform and log those duties set forth in Exhibit D, attached herein, in an amount up to and not to exceed TEN (10) hours per month.

6. **EXHIBIT B** (entitled **PAYMENTS**) Section I. is amended to read in its entirety as follows:

- I. Total payment for services under this Agreement will not exceed ONE MILLION EIGHT HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED NINETY DOLLARS (\$ 1,826,590.00)
7. **EXHIBIT B** (entitled **PAYMENTS**) Section II., subsections a. through d0., are amended and subsection e. is added to read in their entirety as follows:
- II. Contractor shall be compensated at the following rates:
 - a. **Clinic Block:** Each assigned four (4) hour Clinic Block will be compensated at ONE THOUSAND ONE HUNDRED SEVENTY SIX DOLLARS (\$ 1,176.00) or TWO HUNDRED NINETY-FOUR DOLLARS (\$294.00) per hour if less than four hours of services are provided.
 - b. **Surgery Block:** Each assigned four (4) hour Surgery Block will be compensated at ONE THOUSAND ONE HUNDRED SEVENTY-SIX DOLLARS (\$1,176.00) or TWO HUNDRED NINETY-FOUR DOLLARS (\$294.00) per hour if less than four hours of services are provided.
 - c. **On-Call Coverage:** Each assigned twenty-four (24) hour On-Call Coverage shift will be compensated at ONE THOUSAND ONE HUNDRED SIXTEEN DOLLARS (\$1,164.48) or if less than twenty-four (24) hours of On-Call Coverage is provided then a pro-rata hourly rate of FORTY-EIGHT DOLLARS AND FIFTY TWO CENTS (\$48.52) will be applied for each hour of On-Call Coverage provided.
 - d. **Supplemental Services:** Supplemental Services will be compensated at a rate of TWO HUNDRED NINETY-FOUR DOLLARS (\$294.00) per hour.
 - e. **Medical Director:** Contractor shall be paid TWO HUNDRED SIXTY NINE DOLLARS (\$269.00) per hour for up to TEN (10) hours of Medical Director Services and not to exceed TWO THOUSAND SIX HUNDRED NINETY (\$2,690.00) per month.
8. **EXHIBIT B** (entitled **PAYMENTS**) is amended to add a new Section III., which shall read in its entirety:
- III. Contractor acknowledges and understands that that services enumerated above may not be stacked to duplicate compensation. For example, if Contractor receives payment or compensation for professional medical services provided to patients during a Clinic Block and provides On-Call Coverage during clinic time, Contractor may not simultaneously receive additional payment under this agreement for On-Call Coverage.

9. **EXHIBIT D** (entitled INTENTIONALLY LEFT BLANK) is renamed **MEDICAL DIRECTOR DUTIES**, and amended to add the following Medical Director duties and read as follows:

EXHIBIT D

MEDICAL DIRECTOR DUTIES

In consideration of the payments specified in Exhibit B, Contractor shall perform the services described below as the Medical Director of Plastic Surgery under the general direction of the Chief Medical Officer, Medical Director of Specialty Services or designee.

- I. Contractor shall provide the following medico-administrative duties:
 - a. Participate in SMMC's performance management and innovation initiatives concerning increasing the quality, efficiency, and effectiveness of care delivered to patients. This includes but is not limited to participation in the specialty referral process whereby contractors will review incoming referrals for appropriateness and completeness. Contractor agrees to provide referring providers with constructive, timely feedback and will meet as needed with the Medical Director for Specialty Services or designee to create and update referral guidelines as appropriate.
 - b. Make recommendations to SMMC administrative leadership concerning quality of care, efficiency of services, operational needs concerning the delivery of services, or coordinating care for patients between departments at SMMC.
 - c. Act as a liaison to and maintain communication with attending SMMC physicians, non-physician practitioners, and the SMMC Medical Staff concerning patient care.
 - d. Develop educational materials and presentations for staff education at SMMC as requested by SMMC administrative leadership.
 - e. Develop policies and procedures concerning patient care at the request of SMMC administrative leadership.
 - f. As requested by SMMC administrative leadership, assist SMMC with preparation for licensing and accreditation surveys and inspections.
 - g. Except for and not including Contractor's own patients, as requested by SMMC administrative leadership, assist SMMC with triaging patients for

plastic surgery services.

- h. Assist with coordinating and resolving concerns about physician coverage for plastic surgery services.

Contractor acknowledges and understands that the services enumerated above may not include Contractor's professional medical services. If Contractor receives payment or compensation for professional medical services Contractor may not also receive additional payment under this agreement for medical director services provided to or concerning the same patient.

Contractors activities must be logged electronically or in case of system downtime on the Activity Log attached.

Activity Log

(For Use During System Downtime Only)

Director Name: Hubert B. Shih, MD

Director Of (Service): Plastic Surgery

Month of: _____, 20 _____

Directorship Duties

- I. Contractor shall provide the following medico-administrative duties:
 - a. Participate in SMMC's performance management and innovation initiatives concerning increasing the quality, efficiency, and effectiveness of care delivered to patients. This includes but is not limited to participation in the specialty referral process whereby contractors will review incoming referrals for appropriateness and completeness. Contractor agrees to provide referring providers with constructive, timely feedback and will meet as needed with the Medical Director for Specialty Services or designee to create and update referral guidelines as appropriate.
 - b. Make recommendations to SMMC administrative leadership concerning quality of care, efficiency of services, operational needs concerning the delivery of services, or coordinating care for patients between departments at SMMC.
 - c. Act as a liaison to and maintain communication with attending SMMC physicians, non-physician practitioners, and the SMMC Medical Staff concerning patient care.
 - d. Develop educational materials and presentations for staff education at SMMC as requested by SMMC administrative leadership.
 - e. Develop policies and procedures concerning patient care at the request of SMMC administrative leadership.
 - f. As requested by SMMC administrative leadership, assist SMMC with preparation for licensing and accreditation surveys and inspections.

TOTAL HOURS: _____

By signing this document, the Director hereby attests that the Services and the number of hours recorded for such Services set forth herein were performed by Director and that Director fully performed all designated duties required during this month.

Medical Director _____

Date _____

10. 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: Hubert B. Shih, MD



Contractor Signature

_____**5-23-**_____
2024
Date

_____**Hubert**
Shih_____
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board