

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND DUC MARCEL NGUYEN, MD FOR  
ORTHOPEDIC SERVICES**

THIS AMENDMENT TO THE AGREEMENT, entered into this first (1<sup>st</sup>) day of April, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **DUC MARCEL NGUYEN, MD**, 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 orthopedic services for the term of April 1, 2024 through March 31, 2027, in an amount not to exceed \$1,288,608.00] (the "Agreement"); and

WHEREAS, the parties desire to increase the scope of the agreement by adding physician coverage of clinics in the County jail; and

WHEREAS, the amount payable under the Agreement must be increased by \$213,984 to increase supplemental services hours to increase scheduling flexibility and accommodate the additional jail coverage services to be provided under the Agreement;

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

1. **Exhibit A** of the Agreement (entitled "SERVICES") Section II. subsection e. is amended to increase Supplemental Services hours and also amended to add subsection g. (entitled "**County Jail Clinic Blocks**") which shall read as follows:

e. **Supplemental Services:** Contractor will provide a maximum of two hundred eighty-eight (288) hours per Contract Year of compensable orthopedic surgical or clinical services in addition to the Surgery Blocks, Clinic Blocks, and County Jail Clinic set forth above ("Supplemental Services"). Such Supplemental Services may be in the form of extensions of Surgery Blocks or Clinic Blocks, additional four—hour Clinic Blocks or Surgery Blocks, and/or additional clinical or surgical services.

g. **County Jail Clinic Blocks:** In each Contract Year, Contractor shall perform up to twenty-four (24) four (4) hour County Jail clinics (each a "County Jail Clinic Block").

2. Exhibit B (entitled **Payments**) Section I. and Section II subsection a. (renamed "**Clinic, Fracture Clinic, and County Jail Clinic Block**") are amended to read as follows:

I. Total payment for services under this Agreement will not exceed ONE MILLION FIVE HUNDRED TWO THOUSAND FIVE HUNDRED NINETY-TWO DOLLARS (\$1,502,592.00)

II. Contractor shall be compensated at the following rates:

a. **Clinic, Fracture Clinic, and County Jail Clinic Block:** Each assigned four-hour (4 hour) Clinic Block, Fracture Clinic Block, and County Jail Clinic Block will be compensated at ONE THOUSAND FOUR HUNDRED EIGHTY-SIX DOLLARS (\$1,486.00) or THREE HUNDRED SEVENTY-ONE DOLLARS AND FIFTY CENTS (\$371.50) per hour if less than four hours of services are provided.

3. **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: **DUC MARCEL NGUYEN, MD**

**NGUYEN MD DUC**  
**2900 WHIPPLE AVE STE 116**  
**REDWOOD CITY, CA 94062**

  
Contractor Signature

2/22/20  
Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board