

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

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this\_\_\_\_\_ day of \_\_\_\_\_2025, 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, on June 25, 2024 the parties entered into a Second Amendment to the Agreement 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 accordingly increase the to the Agreement's "not to exceed amount" to \$ 1,826,590.00; and

WHEREAS, the parties again 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 and accordingly increase the Agreement's "not to exceed" amount by an additional \$ 107,823.00 to an amount not to exceed \$ 1,934,413.00

**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 ninety-six (96) 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 ninety-two (192) 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 thirty-eight (338) 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 three hundred forty-two (342) 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 three hundred forty-two (342) hours of Supplemental Services in a Contract Year, and that any Supplemental Services provided beyond the two hundred ninety-fourth (342nd) hour in a given Contract Year shall be uncompensated.


5. **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 NINE HUNDRED THIRTY FOUR THOUSAND FOUR HUNDRED THIRTEEN DOLLARS (\$1,934,413.00)

**6. 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	<u>3/27/2025</u> _____ Date	<u>Hubert Shih</u> _____ Contractor Name (please print)
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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board