

**Second Amendment to Agreement  
Between the County of San Mateo and Bay Area Peninsula Anesthesia  
Associates, Inc. for Anesthesia Services**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **Bay Area Peninsula Anesthesia Associates, Inc.**, hereinafter called "Contractor";

W I T N E S S E I 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 anesthesiology services for the term of March 1, 2023 through February 28, 2026, in an amount not to exceed \$ 6,616,890.00 (the "Agreement"); and

WHEREAS, the parties entered into a First Amendment to the Agreement on March 14, 2024 to increase the "not to exceed" amount of the Agreement by \$25,000.00 to an amount not to exceed \$ 6,641,890.00 and also to add participation in the "Integr8 Health" initiative to the list of Medical Director duties set forth in Exhibit D to the Agreement; and

WHEREAS, the amount payable under the Agreement must be further increased by \$60,000.00 to accommodate to an expansion of anesthesia coverage to support endoscopy services;

WHEREAS, the parties further desire to amend the Agreement to add an approved provider list in Exhibit A-1

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

1. **EXHIBIT A-1** (entitled **PROVIDER LIST**), attached, is appended and made part of the amended Agreement
2. **EXHIBIT A**, (entitled "SERVICES"), Section II., subsection a. (entitled "**Anesthesia Coverage**") is amended to read as follows:

In accordance with the respective Operating Room and Endoscopy Department Schedule(s) set forth in subsection c., below, in each Contract Year, Contractor shall provide Physicians to cover the Department(s), on a twenty-four (24) hour

per day basis, every day of the calendar year, with a sufficient number, as determined by San Mateo Medical Center in consultation with the Medical Director of Anesthesiology, to provide full coverage of the Department(s) at all times consistent with the Coverage and On Call Schedule below. For the purposes of this Agreement, “full coverage” means Physician presence sufficient to assure timely response to all patient care needs within Contractor’s responsibility.

3. **EXHIBIT A**, (entitled “SERVICES”), Section II., subsection a. (entitled (“**Operating Room Coverage and On Call Schedule**”) is retitled “**Coverage and On Call Schedule**” and amended to read as follows:

**c. Coverage and On Call Schedule**

|                                      | Room 1  | Room 2                 | Room 3                 | Endoscopy            |
|--------------------------------------|---|------------------------|------------------------|----------------------|
| Monday                               | 0700 – 1800<br>(cover)<br><br>1800 – 0700*<br>(on-call) | 0700 – 1530<br>(cover) | 0700 – 1530<br>(cover) | No coverage          |
| Tuesday,<br>Wednesday, &<br>Thursday | 0700 – 1800<br>(cover)<br><br>1800 – 0700*<br>(on-call) | 0700 – 1800<br>(cover) | 0700 – 1530<br>(cover) | No coverage          |
| Friday                               | No coverage   | No coverage            | No coverage            | 0730-1530<br>(cover) |
| Saturday                             | 0700 - 0700*<br>(on-call)                               | No coverage            | No coverage            | No coverage          |
| Sunday                               | 0700 – 0700*<br>(on-call)                               |                        |                        | No coverage          |
| Holiday                              | 0700 – 0700**<br>(on-call)                              |                        |                        | No coverage          |

\* indicates following day

4. Notwithstanding the foregoing or anything else to the contrary in this Agreement, endoscopy coverage shall be scheduled at least two (2) weeks in advance. Further, notwithstanding the hours designated for operating room coverage above, if all scheduled and add on cases for the room have been completed so that no further procedures are scheduled for that room for that day, the assigned Physician shall be permitted to leave the hospital but shall be required to return within thirty (30) minutes of being notified that a case has been added to the room provided such additional case is expected to be completed prior the scheduled closing time for such room.

5. **EXHIBIT B** (entitled **PAYMENTS**), Section I. of the Agreement is amended to read as follows:

Total payment for services under this Agreement will not exceed SIX MILLION SEVEN HUNDRED ONE THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$6,701,890.00).

6. **EXHIBIT B** (entitled **PAYMENTS**), Section II., subsection c. (entitled “**Endoscopy Coverage**”) is added to the Agreement as follows:

- c. **Endoscopy Coverage**: For all endoscopy coverage described in Exhibit A, Section II., subsection c., above, Contractor shall be paid TWO HUNDRED FIFTY-SEVEN DOLLARS AND FIFTEEN CENTS (\$257.15) per hour for each hour Contractor’s physician provides anesthesia services in support of scheduled endoscopy cases. For purposes of the forgoing, hours shall start fifteen (15) minutes before the scheduled start time of the first endoscopy case and shall end fifteen (15) minutes after the anesthesia end time of the last endoscopy case. Notwithstanding the foregoing, the minimum compensation for any day of endoscopy staffing shall be two thousand fifty-seven and 20/100 dollars (\$2,057.20). Any “add-on” endoscopy cases that are not otherwise described in Exhibit A., Section II., subsection c., shall be compensated at the rate of TWO HUNDRED FIFTY-SEVEN DOLLARS AND FIFTEEN CENTS (\$257.15) per hour for each hour of service provided.

7. **EXHIBIT B** (entitled **PAYMENTS**), Section III., is amended to read as follows:

Contractor’s failure to perform the listed scheduled services constitutes a material breach of this Agreement, and in such circumstances, in addition to exercising its right to offset as set forth in Section 5.7 of the Agreement, herein, the County, at its option, may withhold payment for any portion of services not rendered, terminate the Agreement pursuant to the termination provisions above, work with the Contractor to reach a schedule for returning the Contractor to performance under this Agreement, revise this Agreement pursuant to the terms of this Agreement, pursue any remedy available at law, or any combination of these options. Notwithstanding the foregoing, where Contractor communicates with SMMC in advance of the schedule and notifies SMMC that a physician or physicians will not be available prior to the scheduling of patient procedure(s) that require Contractor’s physician services; the failure to provide services after such communication occurs is not a material breach of the Agreement. The Contractor is not, however, entitled to payment for services where coverage is not scheduled, and to the extent that Contractor is paid in advance with the assumption that such unperformed services would be scheduled; County may offset against Contractor’s future invoices funds in the amount of TWO HUNDRED FIFTY SEVEN DOLLARS

AND FIFTEEN CENTS (\$257.15) for each hour of previously scheduled services that were paid to Contractor in advance.

8. **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: **Bay Area Peninsula Anesthesia Associates, Inc.**

|                      |                  |                                |
|----------------------|------------------|--------------------------------|
| <u>Currie Lee</u>    | <u>7/25/2025</u> | <u>Currie Lee</u>              |
| Contractor Signature | Date             | Contractor Name (please print) |

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

## EXHIBIT A-1

### PROVIDER LIST

CHANDER, DIVYA

DO, JEFFREY

HOATAM, GERARD

HUGHES, LORENZO

JORDAN, DARYL NICOLE

LAM, PATRICK

LEE, CURRIE (Lead Physician, Medical Director)

LEUNG, SUN

LOCHBAUM, GREGORY

MAN, GABRIEL

MOE, JIMMY

REICH, IRWIN