

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MEDICAL ANESTHESIA CONSULTANTS MEDICAL GROUP, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this 13th day of October, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Medical Anesthesia Consultants Medical Group, Inc., hereinafter called "Contractor";

WITNESSETH:

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 anesthesia and pain management services on February 23, 2021, for the term of March 1, 2021 through February 28, 2024, in an amount not to exceed \$6,800,000; and

WHEREAS, the parties amended the Agreement on June 4, 2021, to revise the list of providers authorized to provide anesthesia and pain management services under the agreement; and

WHEREAS, the parties wish to amend the Agreement to adjust the term of the agreement to February 1, 2021 through February 29, 2024, to increase the maximum amount payable thereunder by \$170,400, to an amount not to exceed \$6,970,400, and to revise the list of providers authorized to provide anesthesia and pain management services under the agreement.

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

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

The term of this Agreement shall be from February 1, 2021 through February 29, 2024.

2. Section 5.14 governing Exhibits and Attachments is hereby amended to read as follows:

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A: Services
Exhibit B1: Payments
Exhibit C: Performance Metrics
Exhibit D2: List of Providers Approved to Provide Services
Exhibit E: Citizenship Duties of Contractor
Exhibit F: Corporate Compliance SMMC Code of Conduct
Attachment I § 504 Compliance

3. Original Exhibit B is hereby replaced with Revised Exhibit B1, (rev. 9/7/21), a copy of which is attached hereto and incorporated into the Agreement by this reference.
4. Amended Exhibit D1 is hereby replaced with Revised Exhibit D2, (rev. 9/7/21), a copy of which is attached hereto and incorporated into the Agreement by this reference.

- 5. All other terms and conditions of the agreement along with subsequent amendment, between the County and Contractor 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: Medical Anesthesia Consultants Medical Group, Inc.

 Contractor Signature	<u>10/27/2021</u> Date	<u>David Fitzgerald, M.D., Attorney in Fact</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

REVISED EXHIBIT B1

(rev. 09/07/21)

PAYMENTS

In consideration of the services specified in Exhibit A, County will pay Contractor based on the following:

- I. Payment hereunder has been calculated by County in a manner consistent with reimbursement for anesthesia services based on MGMA 2019 Physician Compensation and Production Report, Anesthesiology and Anesthesiology Pain Management, Western Median.
- II. For the term from February 1, 2021 through February 28, 2021, Contractor shall be paid ONE HUNDRED SEVENTY THOUSAND FOUR HUNDRED DOLLARS (\$170,400) for providing anesthesia and pain management services. For the term from March 1, 2021 through February 29, 2024, Contractor's base annual compensation will be ONE MILLION NINE HUNDRED EIGHTY-THREE THOUSAND SIX-HUNDRED SIXTY-FIVE and 0/100 DOLLARS (\$1,983,665.00) to be paid in monthly installments of ONE HUNDRED SIXTY-FIVE THOUSAND THREE HUNDRED FIVE and 42/100 DOLLARS (\$165,305.42) per month for Contractor to fulfill services described in Exhibit A. Total payments for services under this Agreement will not exceed SIX MILLION, NINE HUNDRED SEVENTY THOUSAND FOUR HUNDRED DOLLARS (\$6,970,400). Contractor shall be paid monthly in equal installments of the annual compensation set forth above.
- III. In addition to Contractor's base annual compensation set forth above, subject to the performance metrics that are set forth in Exhibit C to this Agreement, Contractor's compensation may be increased if Contractor meets the performance metrics in a prior quarter, as described below and in more detail in Section II of Exhibit C. To incentivize Contractor to meet SMMC quality and performance standards set forth in Exhibit C, Contractor will receive additional bonus compensation of up to FIFTY-FIVE THOUSAND ONE HUNDRED AND ONE DOLLARS (\$55,101) per quarter starting on March 1, 2021, as further set forth in Exhibit C, hereto.
- IV. Additionally, the compensation in this Agreement has been based upon an assumed level of productivity. If the annualized average monthly Medicare Resource-Based Relative Value Scale Relative Value Work Units (wRVUs) for Anesthesiology and Anesthesiology Pain Management services department as a whole must meet annually 23,552 RVU production (based upon MGMA 2019 available data and a 3.6 FTE). If the average monthly work units for Contractors productivity vary by fifteen percent (15%) over a six (6) month period, the Chief Medical Officer or designee will review and discuss the compensation metric with Contractor, and the Parties will meet in good faith to discuss whether any change in compensation metric hereunder is warranted. Any change to compensation will be by mutual written agreement of the Parties.
- V. Failure of Contractor to perform the listed services described in Exhibit A in any given month constitutes a material breach of this Agreement, and in such circumstances, 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 Template Version 2020 27 any combination of these options. The Contractor is not entitled to payment for nonperformance of services listed by this Agreement.

EXHIBIT D2
(rev. 09/07/21)

LIST OF PROVIDERS APPROVED TO PROVIDE SERVICES

1. Wilson Cheng
2. Currie Lee
3. Irwin Reich
4. Cooper Chao
5. Gabriel Man
6. George Zhu
7. Aparna Dalal

In addition, Contractor may utilize the services of the following locums:

8. Divya Chander
9. Lorenzo Hughes

In order for Contractor to add or replace one of the above listed clinicians, it must seek the County's approval which at a minimum will include the Chief of Surgery and the Chief Medical Officer or designee authorization. Additionally, this Exhibit will have to be amended each time a clinician is added, removed or replaced.