

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
David Martin, MD**

THIS AMENDMENT TO THE AGREEMENT, entered into this 1st day of May, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and David Martin, 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 urology services on September 28, 2021; and

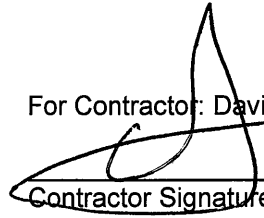
WHEREAS, the parties wish to amend the Agreement to additional services, replace Exhibit A with Exhibit A1, replace Exhibit B with Exhibit B1 and add \$100,000 to increase to do not exceed amount from \$2,150,000 to \$2,250,000.

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

1. Section 5.14 of the agreement is amended to read as follows:
 - Exhibit A1—Services
 - Exhibit B1—Payments
 - Exhibit C—Additional Performance Metrics
 - Exhibit D—Citizenship Duties of Contractor
 - Exhibit E—Billing Requirements
 - Exhibit F—Corporate Compliance SMMC Code of Conduct
 - Attachment I—§ 504 Compliance
2. Original Exhibit A is replaced with Revised Exhibit A1, (rev. May 1, 2022) attached hereto.
3. Original Exhibit B is replaced with Revised Exhibit B1, (rev. May 1, 2022) attached hereto.
4. **All other terms and conditions of the agreement 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: David Martin, MD


Contractor Signature

3/9/22
Date

David Martin
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

EXHIBIT A1 (Rev. May 1, 2022)

SERVICES

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

- I. Contractor shall provide professional urology services in the Department of Medicine, including inpatient, ambulatory and surgical care.
- II. Each consecutive and continuous 12-month period within the term of this Agreement, constitutes a “Contract Year”, and any fraction of a Contract Year shall be treated pro rata for purposes of obligated services, performance metrics, and compensation. Specifically, for the term of this Agreement, Contractor will provide the following services:
 - a. **Clinic Blocks:** In each Contract Year, Contractor shall perform at least two hundred and forty (240) four-hour urology clinics (“Clinic Blocks”), with a target of twenty (20) patients scheduled per Clinic Block.
 - 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 for Specialty Services or designee.
 - b. **Surgery Blocks:** In each Contract Year, Contractor shall perform at least ninety-six (96) and up to two hundred (200) four-hour urology surgeries (“Surgery Blocks”).
 - i. Surgery hours shall be scheduled Monday through Friday between 7:30 a.m. – 4:30 p.m. and shall be arranged in advance with the Chief Medical Officer, Medical Director for Specialty Services or designee. Add-on cases during nights and weekends will be approved and compensated only if emergent and not able to be scheduled during normal hours. Any elective add-on cases require prior administrative approval.
 - c. **On-call Coverage:** For each Contract Year, Contractor shall provide scheduled coverage of on-call and/or emergency call services (“On-Call Coverage”) forty-eight (48) weekday on-call coverage beginning Monday 8:00 a.m. through Friday 4:00 p.m. and twenty four (24) weekend on-call coverage beginning 5:00 p.m. Friday through Monday 7:00 a.m. On-Call Coverage means includes inpatient, ambulatory, and Emergency Department consults and all follow-up from call, including operative cases. When on-call, Contractor must adhere to the current On-Call Policy.
 - d. **Medical Director:** Contractor will be the Medical Director of Urology. In this role the Contractor’s responsibilities will be to create the schedule, including call schedule which should be submitted to page operator at

least one (1) month in advance, reviewing cases as needed, manage recruiting, and aligning the service to meet all of patients' needs within SMMC.

- III. Contractor agrees to partner with SMMC Administration in ensuring appropriate use of resources and timely access to care. 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.
- IV. Contractor shall participate in such teaching and/or training programs as are, or may be, established by the medical staff at SMMC. Each individual's participation in continuing education is documented and will be considered at the time of reappointment to the medical staff and/or renewal or revision of individual clinical privileges.
- V. Contractor shall fulfill those requirements for active staff membership set forth in Articles 3 and 4.2 of the SMMC Medical Staff Bylaws, Rules and Regulations and maintain such active staff status as a condition of the Agreement.
- VI. Contractor shall attend regularly and serve without additional compensation on committees responsible for peer review activities, quality assurance, and utilization review as outlined in the SMMC Medical Staff Bylaws, Rules and Regulations.
- VII. Contractor shall provide medical staff administrative support to all SMMC departments in meeting surgical standards as defined by the Joint Commission, Title XXII, and other applicable standards.

EXHIBIT B1 (Rev. May 1, 2022)

PAYMENTS

In consideration of the services specified in Exhibit A, County will pay Contractor as follows:

- I. Contractor shall be paid at rates associated with Medical Group Management Association (MGMA) Physician Compensation and Production Survey 2020 Data, Median Compensation for Western Section for Urology services.
- II. Contractor's compensation by County for Urology services is based on a 1.0 FTE and projected volume of 5,724 Relative Value Unit (RVUs) per annum. The County utilizes the MGMA Physician Compensation and Production Survey 2020 Data, Work RVUs for Western Section for Urology Services for a 1.0 FTE reduced by 10% to account for additional administrative time, multiplied by the FTE amount, to determine RVU targets.
 - a. If the contract terms of service are amended such that the current numbers of clinic or other components of the services set forth in Exhibit A are changed, the projected volume of RVU work units and corresponding compensation shall be adjusted accordingly.
 - b. If the average monthly work units for Contractor's productivity (based on 5,724 RVUs) 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 will, at its option, adjust Contractor's FTE and compensation to match productivity.
- III. For all of the services specified in Exhibit A, Contractor shall be paid in monthly installments, at a rate of SIXTY-TWO THOUSAND ONE HUNDRED AND NINETY THREE DOLLARS (\$62,193).
- IV. Total payment for services under this Agreement will not exceed TWO MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$2,250,000).
- V. If Contractor performs services in excess of what is required under Exhibit A and Contractor received prior written authorization of the Chief Medical Officer, the Medical Director of Specialty Services, or their designee, the Contractor may be compensated as follows:
 - a. **Clinic Block:** Each such pre-authorized extra four-hour Clinic Block will be compensated at ONE THOUSAND SEVENTY-EIGHT DOLLARS (\$1,078). If such services does not amount to the full four hour requirement, Contractor may use a pro-rata hourly figure.

- b. **Surgery Block:** Each such pre-authorized extra four-hour Surgery Block will be compensated at ONE THOUSAND SEVENTY-EIGHT DOLLARS (\$1,078). If such services does not amount to the full four hour requirement, Contractor may use a pro-rata hourly figure.
 - c. **On-Call Coverage:** Each such pre-authorized On-Call Coverage shift will be compensated at FIVE HUNDRED DOLLARS (\$500) for weekday coverage and TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$2,250) for weekend coverage. If such services does not amount to the full twenty-four hour requirement, Contractor may use a pro-rata hourly figure.

- VI. Failure of Contractor to perform the listed services 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 any combination of these options. The Contractor is not entitled to payment for non-performance of services listed by this Agreement.
 - a. If County opts to withhold payment for a portion of services not rendered, the County will perform such withholding as follows:
 - i. **Clinic Block:** For each Contract Year of the Agreement, if Contractor performs fewer than the obligated Clinic Block as set forth in Exhibit A, the monthly installment in this Exhibit B shall decrease by ONE THOUSAND SEVENTY-EIGHT DOLLARS (\$1,078) for each Clinic Block not performed.
 - ii. **Surgery Block:** For each Contract Year of the Agreement, if Contractor performs fewer than the obligated Surgery Block as set forth in Exhibit A, the monthly installment in this Exhibit B shall decrease by ONE THOUSAND SEVENTY-EIGHT DOLLARS (\$1,078) for each Surgery Block not performed.
 - iii. **On-Call Coverage:** For each Contract Year of the Agreement, if Contractor performs fewer than the obligated On-Call Coverage shift as set forth in Exhibit A, the monthly installment in this Exhibit B shall decrease by FIVE HUNDRED DOLLARS (\$500) for weekday coverage and TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$2,250) for weekend coverage for each On-Call Coverage shift not performed.
 - b. Such offsets, if any, will be done at the last invoice of each year, or in such reasonable manner as is convenient for County. If Contractor owes the County funds as a result of deduction(s), such payment will be made to

the County within thirty (30) days of the end of the Contract Year or County's demand for payment, whichever occurs first.