

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MELISSA SELNER, DPM**

THIS AMENDMENT TO THE AGREEMENT, entered into this third day of May, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Melissa Selner, DPM, 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 0.14 FTE of podiatry services on October 12, 2021 for an amount not to exceed \$100,000; and

WHEREAS, the parties wish to amend the Agreement to increase the FTE from 0.14 FTE to 1.0 FTE and to increase the not to exceed amount by \$125,000 from \$100,000 to \$225,000.

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:

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

Exhibit A1—Services

Exhibit B1—Payments

Exhibit C—Performance Metrics

Exhibit D—List of Approved Providers

Exhibit E—Citizenship Duties of Contractor

Exhibit F—Billing Requirements

Exhibit G—Corporate Compliance SMMC Code of Conduct

Exhibit H—Health Requirements

Attachment I—§ 504 Compliance

2. Original Exhibit A is replaced with Revised Exhibit A1, (rev. May 2022) attached hereto.
3. Original Exhibit B is replaced with Revised Exhibit B1, (rev. May 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: Melissa Selner, DPM

Melissa Selner
Contractor Signature

4/9/22
Date

Melissa Selner
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 (May 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, and Medical Director of Podiatry Department, or designee.

- I. Contractor shall provide professional podiatry services in the Department of Podiatry, including inpatient, ambulatory and emergency 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 one hundred and sixty-eight (168) four-hour ambulatory podiatry clinics ("Clinic Blocks"), with a target of twelve (12) patients scheduled per Clinic Block.
 - i. Clinic Blocks will occur during regular business hours, Monday through Saturday 8:30 a.m. – 5:00 p.m. and shall be arranged in advance with the Chief Medical Officer, Medical Director for Specialty Services or designee.
- 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 (May 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 Podiatry: General services.
- II. Contractor's compensation by County for podiatry services is based on a 0.34 FTE and projected volume of 1,341 Relative Value Unit (RVUs) per annum, which is 34% of 3,943, the 1.0 FTE RVU total of 4,381 RVUs (MGMA Physician Compensation and Production Survey 2020 Data, Median Compensation for Western Section RVU for Podiatry: General) reduced by 10% to account for additional administrative time.
 - 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 1,341 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, reduce 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 NINE THOUSAND THREE HUNDRED AND SIXTEEN DOLLARS (\$9,316).
- IV. Total payment for services under this Agreement will not exceed TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000).
- 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 SIX HUNDRED AND THIRTY-TWO (\$632). If such services does not amount to the full 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 SIX HUNDRED AND THIRTY-TWO DOLLARS (\$632) for each Clinic Block 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.