

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
HOWARD BELFER, MD**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Howard Belfer, 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 neurology services on April 12, 2011; and

WHEREAS, the parties wish to amend the Agreement to increase the fiscal obligation by \$82,125 to a new maximum amount payable under this Agreement of \$457,125.

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

3. Exhibit B, Payments, is replaced in its entirety with Revised Exhibit B, (rev. September 11, 2012), which is incorporated herein by reference and attached hereto.
4. **All other terms and conditions of the Agreement dated April 12, 2011, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

HOWARD BELFER, MD



Contractor's Signature

Date: 9/13/12

EXHIBIT B

Revised September 11, 2012

PAYMENTS

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

- I. Payment shall be calculated in a manner consistent with reimbursement for Neurology services. The source of Neurology base units is the current Medicare Resource-Based Relative Value Scale (RBRVS) Relative Value Work Units (RVUs).
- II. Contractor compensation for Neurology by the County will be based on an RVU base work unit value for a projected volume of 2736 RVU work units per annum. If the contract terms of service are amended such that the current numbers of clinic sessions in Exhibit A are changed, the projected volume of RVU work units and corresponding compensation shall be adjusted accordingly.

If the average monthly work units for Neurology as a department (based on 5472 annual units) 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 it will be changed if appropriate.
- III. In order to provide approximately 10% of the overall time spent by the Neurologists, Contractors agree 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 upcoming "SMART" referral process whereby contractors will review incoming referrals for appropriateness and completeness. Contractor agrees to provide referring providers with constructive, timely feedback when appropriate.
- IV. In order to provide twenty-four (24) hour/seven (7) day per week call coverage, Contractor will be paid \$300 per night for all call coverage provided per Section II of Exhibit A, with the schedule for such call coverage to be determined by the neurologists. Compensation for the call coverage referenced in this Agreement is included in the monthly compensation set forth in Section V of this Exhibit B.
- V. Contractor shall be paid at fixed rate of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000) per year, to be paid in monthly installments of TEN THOUSAND FOUR HUNDRED SIXTEEN DOLLARS AND SIXTY SEVEN CENTS (\$10,416.67) (one-twelfth of the annual rate) for each month worked. Effective October 1, 2012 and continuing for the duration of this Agreement, Contractor will be paid at a fixed rate of FOURTEEN THOUSAND NINE HUNDRED SEVENTY NINE DOLLARS AND SEVENTEEN CENTS (\$14,979.17) for each month worked.
- VI. Total payment for services performed under this Agreement will not exceed FOUR

HUNDRED FIFTY SEVEN THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS (\$457,125).

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.

VII. The term of this Agreement is April 1, 2011 through March 31, 2014, as stated in Section 3.1 of the Agreement.

VIII. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of this Exhibit. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services or more than ninety (90) days after this Agreement terminates, whichever is earlier. This timeline also applies to tracers and appeals.