

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
DUC MARCEL NGUYEN, MD**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Duc Marcel Nguyen, 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, on April 12, 2011, the parties entered into an Agreement for Duc Marcel Nguyen, MD to provide orthopedic services to the agreement; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount payable thereunder by \$125,000, from \$525,000 to \$650,000.

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

1. Section VIII of Exhibit B," Payments" to the agreement is hereby amended in its entirety to read as follows:

The term of this Agreement is April 1, 2011 through March 31, 2013. Total payment for services performed under this Agreement shall not exceed SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000).

2. **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

DUC MARCEL NGUYEN, MD

  
\_\_\_\_\_  
Contractor's Signature

Date: 1/10/13

## **EXHIBIT B**

### **PAYMENTS**

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

- I. Contractor shall be paid at rates set forth to include the complete professional component associated with orthopedic services.
- II. Payment shall be calculated in a manner consistent with reimbursement for orthopedic services. The source of orthopedic base units for Contractor compensation is on an average of the MGMA, Median Salary for Western Section, Orthopedic Surgery, General and Orthopedic Surgery, Sports Medicine.
- III. Contractor compensation for orthopedics by County is based on a projected volume of 2844 RVU work units per annum. If the contract terms of service are amended such that the current numbers of clinic sessions and surgery blocks 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 Contractors productively in orthopedics (based on 2844 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.

- IV. In order to provide twenty-four (24) hour/seven (7) day per week call coverage, Contractor will be paid \$300 per night for call in excess of one day of call per week as determined by the Chief of Orthopedics.
- V. County anticipates that Contractor will dedicate approximately ten percent (10%) of the total scheduled time under this Agreement 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.
- VI. Contractor shall be paid in monthly installments, at a rate of SIXTEEN THOUSAND, SIX HUNDRED AND SIXTY-SIX DOLLARS (\$16,666) per month.
- VII. Additional clinic and/or surgery blocks as described in Exhibit A, Section III, will be paid monthly at a rate of \$1,800 per block.
- VIII. The term of this Agreement is April 1, 2011 through March 31, 2013. Total payments for services performed under this Agreement shall not exceed SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000).