

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
LAWRENCE A. SAUNDERS, DDS**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LAWRENCE A. SAUNDERS, DDS, 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 oral and maxillofacial surgery services on December 9, 2011 for a term of May 1, 2012 through April 30, 2014, in an amount not to exceed \$100,000; and

WHEREAS, on May 8, 2012, the parties amended the Agreement to expand the scope of services to include dental services for the County's Correctional Health Department and to increase the maximum amount payable thereunder by \$24,000 from \$100,000 to \$124,000.

WHEREAS, the parties wish to further amend the Agreement increasing the maximum amount payable thereunder by \$67,000 from \$124,000 to \$191,000.

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

1. Exhibit A, Services, to the Agreement is replaced in its entirety by Revised Exhibit A (rev. October 19, 2012), which is attached hereto and incorporated herein by reference.
2. Exhibit B, Payments, to the Agreement is replaced in its entirety by Revised Exhibit B (rev. October 19, 2012), which is attached hereto and incorporated herein by reference.
3. **All other terms and conditions of the Agreement dated December 9, 2011, and Amendment dated May 8, 2012, between the County and Contractor shall remain unchanged and 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

LAWRENCE A. SAUNDERS, DDS

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

Date: 3/20/13

## **EXHIBIT A**

### **SERVICES**

In consideration of the payments specified in Exhibit B, Contractor shall perform the services described below under the general direction of the Dental Program Manager.

- I. Provide professional oral and maxillofacial surgery services in the Division of Dentistry, including repair of mandibular fractures.
- II. Provide up to five (5) one-day clinics per month, to be mutually arranged and agreed upon by members of the Department of Dentistry, under the supervision of the Dental Program Manager. For purposes of this Agreement, a one-day clinic means a period of time of at least eight (8) hours of patient care services in a clinic setting during a given day.
- III. Provide dental services for the patients of Correctional Health one (1) day per month for a six hour shift.
- IV. Participate in such scheduled rotational coverage for mandibular fractures one week per month, or as is otherwise mutually arranged and agreed upon by members of the Department of Dentistry, under the supervision of the Supervising Dentist.
- V. Contractor shall participate in a schedule for "on-call" and/or "emergency-call" status during other than scheduled times and for twenty-four (24) hours each Saturday, Sunday, or holiday. "On-call" and "emergency-call" are defined as being available by telephone or pager to the hospital medical staff, nursing supervisor, and administrator on call as needed. In addition, Contractor must adhere to the guidelines of the San Mateo County Trauma System by being immediately available by telephone and must make every reasonable effort to be present at the hospital at the time of the patient's arrival.

It is expressly understood that Contractor and subcontractors for medical specialty services are subject to these conditions, that all will accept equal scheduling for "on-call" status, and that each will be responsible for his/her portion of "on-call" time. All physicians who take calls for medical specialty services must have San Mateo Medical Center (SMMC) privileges.

- VI. 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.
- VII. 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.

- VIII. 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.
- IX. 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 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 fixed rate of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) for each one-day clinic provided pursuant to Section II of Revised Exhibit A to this Agreement.
- II. Contractor shall be paid at the rate of ONE THOUSAND DOLLARS (\$1,000) per case, for all cases for which he is required to physically come into SMMC to perform his duties when on call. This case rate includes one post-operative and all follow-up appointment, as needed.
- III. Contractor shall be paid TWO HUNDRED DOLLARS (\$200) when called by the SMMC Emergency Department to consult on a patient if no surgical service is required and such consultation is on a day other than his regularly scheduled surgery day.
- IV. Contractor shall be paid ONE THOUSAND DOLLARS (\$1,000) for the one, six hour dental clinic in Correctional Health that Contractor provides each month pursuant to Section III of Revised Exhibit A to this Agreement .
- V. 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.
- VI. The term of this Agreement is May 1, 2012 through April 30, 2014. Total payments for services performed under this Agreement shall not exceed ONE HUNDRED NINETY ONE THOUSAND DOLLARS (\$191,000).