

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
DANIEL BUCKLEY, MD**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Daniel Buckley, 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 professional ophthalmology services on September 20, 2011 for the term September 1, 2011 through August 31, 2014, in an amount not to exceed \$382,050; and

WHEREAS, on October 1, 2013, the parties amended the Agreement to increase the amount by \$60,000, to an amount not to exceed \$442,050; and

WHEREAS the parties wish to further amend the Agreement to increase the amount by \$57,950, to an amount not to exceed \$500,000.

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

1. Revised Exhibit B, Payments (revised July 31, 2013), is replaced with Revised Exhibit B, Payments, (revised August 11, 2014) and is attached hereto.
2. **All other terms and conditions of the agreement dated September 20, 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

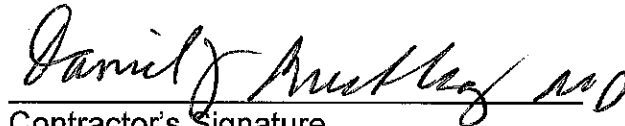
By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Daniel Buckley, MD


Contractor's Signature

Date: 8/14/14

EXHIBIT B
PAYMENTS
(Revised August 11, 2014)

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 in this Exhibit B, to include the complete professional component associated with ophthalmology services. The level of compensation and the related work is based on regional benchmarks for these services.
- II. Payment shall be calculated in a manner consistent with compensation for ophthalmology services based on the Medical Group Management Association (MGMA) 2010 Survey, Median Western Section Relative Value Rate (RVU) of \$44.67 per RVU. The source of ophthalmology base units is the current Medicare Resource-Based Relative Value Scale (RBRVS) RVUs.
- III. Contractor compensation for ophthalmology by County will be based on an RVU base work unit value for a projected volume of 1900 RVU work units per year. 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. In addition, Contractor will be paid \$300 per night for call.
- IV. Contractor will be paid monthly based on actual RVU's provided under this Agreement times the MGMA factor of \$44.67 per RVU (i.e. one RVU provided will result in a payment of \$44.67 to Contractor).
- V. Total payment for services under this Agreement will not exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000).
- VI. The term of this Agreement is September 1, 2011 through August 31, 2014, as stated in Section 3.1 of the Agreement.