

**AMENDMENT NO. 3 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
MICHAEL TRINDADE, MD**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MICHAEL TRINDADE, 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 specialty orthopedic services on August 14, 2012; and

WHEREAS, the parties amended the Agreement on June 13, 2013, expanding the scope of work and increasing the monthly rate for Dr. Trindade; and

WHEREAS, the parties amended the Agreement on May 6, 2014, increasing the amount by \$400,000 to an amount not to exceed \$1,200,000; and

WHEREAS, the parties wish to further amend the Agreement to extend the term by one year to August 31, 2015, and increase the maximum amount by \$600,000 to an amount not to exceed \$1,800,000.

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

1. Revised Exhibit B (rev. November 19, 2013), PAYMENTS, is replaced with Revised Exhibit B (rev. August 4, 2014), attached hereto and incorporated by reference.
2. Paragraph 3.1, Term, of the original Agreement is amended to read as follows:  
  
3.1 Term This Agreement shall commence on September 1, 2012, and shall continue for three (3) years. Unless terminated sooner, this Agreement shall expire and be of no further force and effect as of the end of business on August 31, 2015.

3. All other terms and conditions of the agreement dated August 14, 2012, as amended, 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

MICHAEL TRINDADE, MD



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

Date: 08/22/2014

**EXHIBIT B**  
**(Revised August 4, 2014)**

**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 herein, 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 the 2011 Medical Group Management Association (MGMA), Median Salary for Western Section, Orthopedic Surgery, Hip and Joint, and Sports Medicine.
- III. Contractor compensation for orthopedics by County is based on a projected volume of 3892 Work Relative Value Units (wRVUs) per annum. If the contract terms of service are amended such that the current numbers of clinic sessions and surgery blocks set forth in Exhibit A are changed, the projected volume of wRVUs and corresponding compensation shall be adjusted accordingly.

If the average monthly wRVUs for Contractor productivity in orthopedics (based on 3892 annual wRVUs) vary by fifteen percent (15%) or more 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 all call coverage provided in excess of the ten (10) days of call every month as set forth in Section II. C of Exhibit A as determined by the Chief of Orthopedics. Compensation for the call coverage referenced in Section II.C. of Exhibit A of this Agreement is included in the monthly compensation set forth in Section VI of this Exhibit B.
- V. County anticipates that Contractor will dedicate approximately ten percent (10%) of the total scheduled time under this Agreement to participate in the SMART referral process whereby contractors will review incoming orthopedic referrals for appropriateness and completeness. Contractor agrees to provide referring physicians with constructive, timely feedback when appropriate.
- VI. During the term of this Agreement, Contractor shall be paid in thirty six monthly installments, at a rate of TWENTY FIVE THOUSAND DOLLARS (\$25,000) per monthly installment.
- VII. Beginning on April 1, 2013, Contractor shall be paid an additional ONE THOUSAND DOLLARS (\$1,000) per month for Contractor's services scheduling call coverage for

orthopedics and as Chief of Orthopedics.

- VIII. Half-day orthopedic clinic and/or surgery blocks beyond those required to be provided by Contractor in Exhibit A, Section II, will be paid monthly at a rate of \$1,800 per half-day block.
- IX. The term of this Agreement is September 1, 2012 through August 31, 2015. Total payments for services performed under this Agreement shall not exceed ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000).