AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PAUL LINQUIST, MD

| THIS AMENDMENT TO THE AGREEMENT, entered into this day | y of |
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| , 2015, by and between the COUNTY OF SAN MATEO, her | einafter |
| called "County," and PAUL LINQUST, MD, hereinafter called "Contractor"; | |

WITNESSETH:

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 orthopedic services on January 1, 2014 for a term of January 1, 2014 through December 31, 2014, in an amount not to exceed \$100,000; and

WHEREAS, the parties wish to amend the Agreement to increase the amount by \$6,000 to an amount not to exceed \$106,000, with no change in term.

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

- 1. Exhibit B, Payments, is replaced with Revised Exhibit B, (rev. 2/10/2015) and is attached hereto and incorporated by reference.
- 2. All other terms and conditions of the agreement dated January 1, 2014, 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 | |
| PAUL LINQUIST, MD | |
| Jan Marc | |
| ∽Contractor's \$ignature | |
| Date: //7//5 | |

Revised Exhibit B (rev. 2/10/2015)

PAYMENTS

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

- I. Contractor shall be paid at the rates set forth below, to include the complete professional component associated with urology 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 Medical Group Management Association (MGMA) 2013 Survey, 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 900 SMART RVU work units for the period of this Agreement. 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 75 average monthly SMART Relative Value Work Units for Contractor providing orthopedic services 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 the one day of call each week described in Section II.C of Exhibit A to this Agreement, as determined by the Chief of Orthopedics, the Chief Medical Officer, or designee.
- V. The 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 monthly installments at a rate of EIGHT THOUSAND THREE HUNDRED THIRTY THREE DOLLARS (\$8,333) per month for the medical, surgical and call services described in Exhibit A to this Agreement.
- VII. Additional clinic and/or surgery blocks beyond those described in Exhibit A, Section II, will be paid monthly at a rate of \$900 per four (4) hour block.
- VIII. The term of this Agreement is January 1, 2014 through December 31, 2014. Total

payments for services performed under this Agreement shall not exceed ONE HUNDRED SIX THOUSAND DOLLARS (\$106,000).