

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
KIRSTEN RITTENBACH, DDS, MD**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and KIRSTEN RITTENBACH, DDS, 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 oral and maxillofacial surgery services on June 4, 2015; and

WHEREAS, the parties wish to amend the agreement to increase the amount by \$275,000 to an amount not to exceed \$375,000 and extend the term to June 30, 2018.

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

1. Original Exhibit A and Exhibit B are replaced in their entirety with Revised Exhibit A (rev. 3/16/16) and Exhibit B (rev. 3/16/16), a copy of each are attached hereto and incorporated by this reference.
2. Section 3.1, **Term** is amended to read as follows:

3.1 Term

This agreement shall commence on July 1, 2015, 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 June 30, 2018.

3. **All other terms and conditions of the Agreement dated June 4, 2015, 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

Kirsten Rittenbach, DDS, MD



Contractor's Signature

Date: 3/29/16

EXHIBIT A (rev. 3/16/16)
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. Such surgery services shall be provided in one (1) clinic day units as agreed in writing in advance by Contractor and Dental Program Manager. For purposes of this Agreement, a "clinic day unit" means a period of time of at least eight (8) hours of patient care services in a clinic setting during a given day.
- II. Participate in such scheduled rotational coverage for mandibular fractures a minimum of five (5) days per month or as is mutually arranged and agreed upon by members of the Department of Dentistry under the supervision of the Dental Program Manager.

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.

- III. Provide dental services for the patients of the Maguire or The Maple Street Jail up to four (4) days per month for up to an eight (8) hour shift.
- IV. 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.
- V. 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.
- VI. 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.
- VII. 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 (rev. 3/16/16)
PAYMENTS

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

- I. Contractor shall be paid at a fixed rate of ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600) per clinic day.
- 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 appointments as needed.
- III. 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 per Section II of Exhibit A, with the schedule for such call coverage to be determined by the Dental Program Manager. Compensation for the call coverage referenced in this Agreement is included in the total compensation set forth in Section VII of this Exhibit B.
- IV. County will provide professional liability (malpractice) insurance coverage as defined in Section 4 of the Agreement in the amounts of \$1,000,000/\$3,000,000 and the appropriate tail coverage for Contractor providing services under this Agreement.
- V. Contractor shall submit a monthly 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. Contractor shall be paid ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600) for each eight (8) hour dental clinic at the Maguire or The Maple Street jail that Contractor provides each month.
- VII. The term of this Agreement is July 1, 2015 through June 30, 2018. Total payments for services performed under this Agreement shall not exceed THREE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$375,000).