

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
DONNIS HOBSON, MD**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and DONNIS HOBSON, 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; and

WHEREAS, the parties entered into an Agreement for plastic surgery services on July 21, 2015; and

WHEREAS, the parties wish to amend the Agreement to increase the amount by \$70,000 to an amount not to exceed \$460,000.

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

1. Section VIII of Exhibit A, Services, of the Agreement is added, to read as follows:

VIII. For the period May 1, 2016 to August 31, 2018, Contractor may provide up to an additional two (2) surgery blocks per month and one (1) additional clinic block per month.
2. Section III of Exhibit B, Payments, of the Agreement is amended in its entirety to read as follows:

III. Contractor's total monthly compensation inclusive of all clinics, surgery blocks and call services described in Sections I through VII of Revised Exhibit A to this Agreement will be TEN THOUSAND FIVE HUNDRED SEVENTY DOLLARS (\$10,570). For the services listed in Section VIII of Revised Exhibit A, Contractor will be paid ONE THOUSAND FOURTEEN DOLLARS (\$1,014) per additional surgery block or clinic block of four (4) hours in duration.
3. Section IV of Exhibit B, Payments, of the Agreement is amended in its entirety to read as follows:

- IV. The term of this Agreement is September 1, 2015 through August 31, 2018. Total payments for services performed under this Agreement shall not exceed FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$460,000).
- 4. **All other terms and conditions of the Agreement dated July 21, 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

Donnis Hobson, MD


Contractor's Signature

Date: 4/29/2016

EXHIBIT A
(Revised 3/9/16)
SERVICES

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

- I. Provide professional plastic surgery services in the Department of Surgery, including inpatient, ambulatory, and emergency care. Specifically, Contractor shall provide one half-day plastic surgery clinic every other week (four (4) hours in length), and one full day of eight (8) hours of scheduled operative services every other week. Such services will be scheduled in advance and in writing in consultation with the SMMC Chief of Surgery.
- II. Participate in such scheduled coverage of service as is mutually arranged and agreed upon by members of the Department of Plastic Surgery under the supervision of the Chief of Surgery and Chief Medical Officer. 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 SMMC privileges.
- III. The parties understand and agree that, on average, there will be sixteen (16) patients served per half-day session.
- IV. Contractor will provide, on average, one third of the plastic surgery call coverage per year.
- 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 and anesthesia standards as defined by the Joint Commission, Title XXII, and other applicable standards.
- VIII. For the period May 1, 2016 to August 31, 2018, Contractor may provide up to an additional two (2) surgery blocks per month and one (1) additional clinic per month.

EXHIBIT B
(Revised 3/9/16)
PAYMENTS

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

- I. Contractor shall be paid at rates set forth below to include the complete professional component and one third of the annual call service associated with plastic surgery.
- II. Reimbursement for plastic surgery services. The source of plastic surgery services shall be calculated on the basis of Medicare Relative Value Work Units (RVUs) based on an individual RVU base work unit value of \$85.31.

Failure of Contractor to perform the listed services in any given month constitutes a material breach of this Agreement, and in such circumstances the County, at its option, may withhold payment for any portion of services not rendered, terminate the Agreement pursuant to the termination provisions above, work with the Contractor to reach a schedule for returning the Contractor to performance under this Agreement, revise this Agreement pursuant to the terms of this Agreement, pursue any remedy available at law, or any combination of these options. The Contractor is not entitled to payment for non-performance of services listed by this Agreement.

- III. Contractor's total monthly compensation inclusive of all clinics, surgery blocks and call services described in Sections I through VII of Revised Exhibit A to this Agreement will be TEN THOUSAND FIVE HUNDRED SEVENTY DOLLARS (\$10,570). For the services listed in Section VIII of Revised Exhibit A, Contractor will be paid ONE THOUSAND FOURTEEN DOLLARS (\$1,014) per surgery block of four (4) hours in duration or clinic block of four (4) hours in duration.
- IV. The term of this Agreement is September 1, 2015 through August 31, 2018. Total payments for services performed under this Agreement shall not exceed FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$460,000).