

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MICHAEL TRINDADE, MD**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2016, 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 September 22, 2015; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount by \$214,000 to an amount not to exceed \$1,200,000 in order to adjust compensation accordingly.

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

1. Exhibit B of the Agreement is replaced in their entirety with Revised Exhibit B, (rev. 5/31/16) Payments, and is attached hereto.
2. All other terms and conditions of the agreement dated September 22, 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

Michael Trindade, MD



Contractor's Signature

Date: 7/13/16

EXHIBIT B
(rev. 5/31/16)
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 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 based on the 2014 Medical Group Management Association (MGMA), Median Salary for Western Section, Orthopedic Surgery: Hip and Joint.
- III. Contractor compensation for orthopedics by County is based on a projected volume of 4981 Relative Value Unit (RVU) work units per annum. 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 average monthly work units for Contractor's productivity in orthopedics (based on 4483 SMART annual units) 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) days per week call coverage when needed, Contractor will be paid \$500 per night for call coverage worked in excess of the twelve (12) days per month of 24/7 orthopedic service call coverage required under Section II.E of Exhibit A to this Agreement.
- V. The parties agree that Contractor's satisfactory participation in the SMART Referral Process is expected to account for ten percent (10%) of Contractor's effort and compensation under this Agreement and that Contractor's failure to satisfactorily participate in the SMART Referral Process may result in a corresponding reduction in compensation.
- VI. Contractor shall be paid in monthly installments, at a rate of THIRTY-THREE THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS (\$33,333).
- VII. Additional four hour clinic and/or surgery blocks beyond those described in Section II of Exhibit A will be paid monthly, at a rate of \$1,800 per block. Fracture clinic will be paid at \$1,800 per block. Contractor shall be paid \$530 per surgery assist not covered in the work described in Section II of Exhibit A.

- VIII. Contractor shall be paid an additional ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) per month for Contractor's services scheduling call coverage and other administrative duties for orthopedics and as Chief of Orthopedics.
- IX. Total payment for services performed under this Agreement will not exceed ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000). No payment shall be owed by County for work not performed under this Agreement.
- X. The term of this Agreement is September 1, 2015, through August 31, 2017, as stated in Section 3.1 of the Agreement.