

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
JOHN MCNAMARA, MD**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and John McNamara, 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 ophthalmology services on September 09, 2014; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount by \$50,000 to an amount not to exceed \$300,000 in order to adjust compensation accordingly.

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

1. Original Exhibit B of this Agreement is replaced in its entirety with Revised Exhibit B, (rev. 6/29/16) Payments, and is attached hereto.
2. **All other terms and conditions of the agreement dated September 9, 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

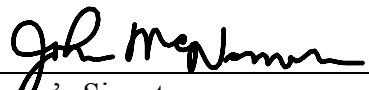
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

John McNamara, MD



Contractor's Signature

Date: 7/8/16

EXHIBIT B
(Rev. 06/29/16)
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 in this Exhibit B, to include the complete professional component associated with ophthalmology services. The level of compensation and the related work is based on regional benchmarks for these services.
- II. Payment shall be calculated in a manner consistent with compensation for ophthalmology services based on the Medical Group Management Association (MGMA) 2010 Survey, Median Western Section Relative Value Rate (RVU) of \$44.67 per RVU. The source of ophthalmology base units is the current Medicare Resource-Based Relative Value Scale (RBRVS) RVUs.
- III. Contractor will be paid monthly based on actual RVUs provided under this Agreement times the MGMA factor of \$44.67 per RVU (i.e. one RVU provided will result in a payment of \$44.67 to Contractor).
- IV. In addition to the amount provided for in Section III of this Exhibit B, Contractor compensation also includes the payment of ONE THOUSAND DOLLARS (\$1,000) per month for service in his role as Chief of Ophthalmology. That position includes the responsibility for preparing and executing a monthly call schedule. In addition, Contractor will be paid \$300 per night for each night of call coverage.
- V. Total payment for services under this Agreement will not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000).
- VI. The term of this Agreement is September 1, 2014 through August 31, 2016, as stated in Section 3.1 of the Agreement.