

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PENINSULA UROLOGY, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PENINSULA UROLOGY, LLC, 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 urology services on January 28, 2014; and

WHEREAS, on April 21, 2014, the parties amended the Agreement to expand the scope of services thereunder to include urodynamic services; and

WHEREAS, the parties wish to further amend the Agreement to expand the scope of services increasing the number of clinic and surgery blocks, extending the term by one year through January 31, 2016, and increasing the amount by \$320,000 to an amount not to exceed \$560,000.

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

- 1. Section 3.1, Term, is revised to read as follows:**

3.1 Term. This Agreement shall commence on February 1, 2014, and shall continue for two (2) years. Unless terminated sooner, this Agreement shall expire and be of no further force and effect as of the end of business on January 31, 2016.

- 2. Exhibits A (rev. Feb.14, 2014) and B (rev. Feb.14, 2014) are replaced in their entirety with Revised Exhibits A and B,(rev. Sept. 23, 2014) which are attached hereto and incorporated in the Agreement by reference.**
- 3. All other terms and conditions of the Agreement dated January 28, 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.

CONTRACTOR:

(signature)

By: _____

Title: _____

Date: _____

COUNTY:

(signature)

By: _____

President, Board of Supervisors
San Mateo County

Date: _____

Attest:

By: _____

Clerk of Said Board

EXHIBIT A
(Revised September 23, 2014)

SERVICES

In consideration of the payments specified in Exhibit B, Contractor shall perform the services described below under the general direction of the SMMC Chief Medical Officer (CMO).

- I. Provide professional urology services in the Department of Surgery, including inpatient, ambulatory and surgical care.
- II. Specifically, for the period from February 1, 2014 through January 31, 2016, Contractor will provide, at a minimum, the following services:
 - A. One (1) half-day urology clinic each week, with each such half-day clinic of at least four hours in length, with a target of 20 patients seen in each half-day clinic. These clinic periods will be performed on Monday or on another weekday that is arranged in advance in consultation between the Contractor and the Chief of Urology.
 - B. One half-day surgery block, of approximately four hours in length, every other week, performed on Monday.
- III. One full day surgery block each week. Add-on cases during other days of the week, nights and weekends will be approved and compensated only if emergent and are not able to be scheduled during normally scheduled hours. Any elective add-on cases require prior written administrative approval.
- IV. Contractor will provide call coverage from Friday at 5:00 p.m. to Tuesday at 8:00 a.m. at least three (3) weekends per month except periods of scheduled time off, i.e., vacation, CME, etc.
- V. Participate in such scheduled coverage of service as is mutually arranged and agreed upon by members of the Department of Surgery under the supervision of the Chief of Urology.

Contractor shall develop 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.
- VI. In consideration of the payments specified in Exhibit B, Sections V – VII, Contractor shall provide professional urology medical services consistent with his/her area of

specialization and hospital privileges for patients referred in writing by County. Patients will be referred to Contractor's private offices only for those services that cannot be provided at SMMC.

- VII. 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.

EXHIBIT B
(Revised September 23, 2014)

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. The course of urology base units is the Medicare Resource-Based Relative Value Scale (RBRVS) Relative Value Work Units (wRVUs).
- III. Contractor compensation by County for urology services provided pursuant to the call, clinic or surgery component of this Agreement will be paid \$63.51 for each wRVU of service personally provided by Contractor pursuant to the terms of this Agreement. County will provide to Contractor, no later than the 15th of each month, an accounting of all wRVUs provided by Contractor, as reflected in SMMC records, and other data necessary for Contractor to prepare invoices for services provided in the previous month.

In order to provide twenty-four (24) hour/seven (7) day per week call coverage, Contractor will be paid \$500 per night for call coverage as set forth in Section IV of Exhibit A to this Agreement and for additional call coverage nights as determined and agreed in advance and in writing by the Chief of Urology, the Chief Medical Officer, or their designee.

- IV. Contractor shall be paid monthly. Such payments will be based on the total number of personally performed wRVUs and call coverage in each month. Payment shall be made no later than the 30th of the month following the submission of an invoice, if invoices are timely received and properly prepared.
- V. SMMC does not offer urodynamic services at its facilities to the patients of the County. Contractor shall be compensated at the above rates for patients who are referred to the providers' offices who are uninsured or Medi-Cal pending provided such referrals are approved in advance and in writing by the Chief of Urology, the Chief Medical Officer or their designee.
- VI. Contractor shall bill all appropriate third-party payers for patients referred by SMMC, including Medicare, commercial insurance, or "self-pay" patients. Contractor shall claim against third party payers for payment for patients who have such third party coverage, and County shall bear no financial responsibility for such patients. In the event that an SMMC uninsured patient referred to Contractor is subsequently found to be eligible for third party payment and County has already made a payment on behalf of this patient, reimbursement must be made by Contractor to County within forty-five

(45) days of notification to Contactor and reimburse the County for any amounts received for such patients within forty-five (45) days of receipt of notification.

- VII. For County patients who are referred that do not have third party coverage, Contractor shall be paid according to the current Area 6, Medicare Participating Fee Schedule for the care of patients referred by SMMC pursuant to this Agreement as follows:

A.	Urodynamics	\$1,600
	CPT Codes	51727 or 51729; 51784,76942,76872

- VIII. Total payment for services performed under this Agreement will not exceed FIVE HUNDRED SIXTY THOUSAND DOLLARS (\$560,000).

- IX. The term of this Agreement is February 1, 2014 through January 31, 2016, as stated in Section 3.1 of the Agreement.