

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
ROANLD GREENWALD, MD**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Ronald Greenwald, 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 neurosurgery services on June 27, 2017 for the term of July 1, 2017 through June 30, 2019, in an amount not to exceed \$675,000; and

WHEREAS, the parties wish to amend the Agreement to increase the amount payable by \$175,000, to an amount not to exceed \$850,000 in order to pay for an increased quantity of services by Contractor.

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

1. Section 1.5.1 Maximum Amount is added to the Agreement to read as follows:

In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall pay for services rendered under this Agreement shall not exceed EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000).

2. Original Exhibit B, Payments, is hereby replaced with Revised Exhibit B, Payments, (rev. 12/24/18), a copy of which is attached hereto and incorporated by this reference.
3. **All other terms and conditions of the Agreement dated June 27, 2017, 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

RONALD GREENWALD, MD

  
\_\_\_\_\_  
Contractor's Signature

Date: 1/21/19

**REVISED EXHIBIT B**

(rev. 12-24-18)

**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 neurosurgery services.
- II. As specified in Section III below, payment shall be calculated in a manner consistent with reimbursement for neurosurgery services. The source of the base units and payments for contractor compensation is the Medical Group Management Association (MGMA), Physician Compensation and Production Survey 2016 Report, Median Compensation for Western Section, Surgery Neurological.
- III. During the term of this Agreement, Contractor shall be paid ONE THOUSAND FOUR HUNDRED SEVENTEEN DOLLARS (\$1,417) per four (4) hour clinic or surgery block.

Contractor will be paid for the scheduled time/block even if the patient cancels or is a no-show and another patient cannot be rescheduled into the block.

- IV. In order to provide call coverage, Contractor will be paid \$500 per day (i.e., 7am to 7am) for call as set forth in Exhibit A to this Agreement as determined and agreed in advance and in writing by the Chief Medical Officer, Medical Director for Specialty Services, or designee.
- V. While Contractor is providing patient coverage:
  - A. If contractor provides in-person emergency department consultation, inpatient consultation, or admits a patient, that specific patient encounter will be paid at a rate of \$708.50 in addition to the payment for call coverage.
  - B. If contractor provides surgical services to the patient while on call in the operating room, that encounter will be paid at a fixed rate of \$1,417.00 in addition to the payment for call coverage.



- C. Contractor shall be paid at a rate of \$708.50 for each quarterly meeting with the Medical Director of the ED and \$708.50 quarterly for meeting with the Medical Director of the Hospitalist service.
- VI. Contractor services will be billed by Contractor pursuant to section VII below and invoices will be paid by SMMC on a monthly basis.
- VII. Contractor shall submit an 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 the County more than one hundred eighty days (180) days after the date Contractor renders the services or more than ninety (90) days after this Agreement terminates, whichever is earlier. Contractor is only entitled to pay for actual services rendered.
- VIII. The term of this Agreement is July 1, 2017 through June 30, 2019, as stated in Section 3.1 of the Agreement.
- IX. Contractor shall be paid a fixed monthly rate of TWENTY SEVEN THOUSAND SEVENTEEN DOLLARS (\$27,017) per month for the services described in this Agreement, provided that Contractor expends a minimum of fifty (50) clinics and fifty (50) surgical blocks (minimum coverage per year) under this Agreement for a total of at least one hundred (100) blocks per year during the Agreement's term. To the extent that some weeks the provider will not be available on site, that variance is acceptable as long as the overall Minimum Average is met. If Contractor's clinic surgery blocks worked do not reach the Minimum Average (50 clinic and 50 surgery blocks) during the final month of the Agreement, County may offset any amounts due to Contractor in order to account for time not worked. Such offset shall be calculated based on the following formula: (Reduction = \$1,417 x actual net blocks less than 100 per year).
- X. Total payment for services performed under this Agreement will not exceed EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000).