

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
GOLDEN STATE ANESTHESIA CONSULTANTS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Golden State Anesthesia Consultants, Inc., 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 anesthesia and pain management services on August 9, 2016, for the term of August 1, 2016, through July 31, 2019, in an amount not to exceed \$6,150,000; and

WHEREAS, the parties wish to amend the Agreement to extend the term by one year to July 31, 2020 and to increase the amount payable thereunder by \$2,100,000, to an amount not to exceed \$8,250,000.

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

1. Section 1.5.1 Maximum Amount, of the Agreement is amended in its entirety 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 be as specified in Exhibit B, not to exceed EIGHT MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$8,250,000).

2. Section 3.1 Term, of the Agreement is amended in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 1, 2016, through July 31, 2020. The parties agree that, as of the Effective Date, this Agreement shall replace and supersede any prior or current Agreement between County and Contractor for the same or similar services. Upon execution of this Agreement, the parties shall reconcile any payments made or pending for services rendered on and after the Effective Date to comply with the terms of this Agreement.


3. Original Exhibit A Services and B, Payments are hereby replaced in their entirety with Revised Exhibit A, Services, (rev. 6/20/19) and B, Payments, (rev. 6/20/19), copies of

which are attached hereto and incorporated by this reference.

- 4. All other terms and conditions of the agreement dated August 9, 2016, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: GOLDEN STATE ANESTHESIA CONSULTANTS, INC.

	<u>9/19/19</u>	<u>DAVID FITZGERALD</u>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

REVISED EXHIBIT A

(rev. 6/20/19)

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, Chief Medical Officer (CMO) or designee of the CMO.

- I. Provide professional anesthesiology services in the Division of Anesthesiology, Department of Surgery, for invasive surgical procedures, acute and chronic pain management, and emergency or consultative critical care services. Staff three surgical suites daily, Monday through Friday, except County recognized holiday as listed below and scheduled elective cases in Operating Room 1 on Saturday.

WEEKLY SMMC OR SCHEDULE

	Room 1	Room 2	Room 3
Monday/Friday	7:00 am – 6:00 pm Scheduled 6:00 pm – 7:00 am On Call	7:00 am – 3:30 pm Scheduled	7:00 am – 3:30 pm Scheduled
Tues/Wed/Thurs	7:00 am – 6:00 pm Scheduled 6:00 pm – 7:00 am On Call	7:00 am – 6:00 pm Scheduled	7:00 am – 3:30 pm Scheduled
Saturday	Scheduled Elective cases and 24 Hour On Call	0	0
Sunday	24 Hour On Call	0	0

COUNTY RECOGNIZED HOLIDAYS

New Year's Day
Martin Luther King, Jr's Birthday
President's Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day (Observed)

Effective January 1, 2017, and through the end of the term of the Agreement, a fourth operating room will be provided for the patients of SMMC. The 4th operating room will be open from 7:30AM -3:30PM and will be staffed with an anesthesiologist. The days of use for this fourth

operating room will be (alternating weeks) Monday/Wednesday/Friday (for 26 weeks) and Tuesday /Thursday (for 26 weeks).

The anesthesiologists will provide a minimum of four (4) blocks per month, four (4) hours per block, of epidural spinal injections (ESIs) in order to meet the performance metric, Exhibit C, Section I-C.

- II. Contractor will provide a Chief of Anesthesia, subject to approval of SMMC CEO. General Duties of the Chief of Anesthesia
 - A. Prepare and coordinate the Anesthesia Provider coverage/call schedule.
 - B. Recommend policies and procedures to SMMC concerning administration of the Anesthesia Department and implement and oversee adherence to such procedures upon adoption by SMMC as well as the Medical Staff Bylaws, rules and regulations, state licensure requirements, the requirements of any special Anesthesia Department accreditations, and the requirements of the Joint Commission.
 - C. Address complaints involving Anesthesia Providers.
 - D. Monitor overall patient care provided in the Anesthesia Department, and oversee Procedures to evaluate the consistency and quality of such patient care, including proctoring of new providers and monitoring provider competencies (OPPE) per Medical Staff guidelines.
 - E. Participate in SMMC Administration and Medical Staff committees as requested.
 - F. Prepare and submit to County a monthly status report on Anesthesia Department Activities as and in a form reasonably requested by County.
 - G. Provide technical advice and assistance to County as appropriate to facilitate the selection of equipment, modification, or expansion of the facilities with a focus on the development and implementation of a fourth OR which was scheduled to be completed by January 1, 2017.
 - H. Assist County in fostering good community relations by appearing on behalf of SMMC and the Anesthesia Department before medical and lay organizations, and by attending such community functions as reasonably may be requested by County.
 - I. Cooperate and participate in quality assurance, utilization review and other patient care evaluation conducted by County and/or the Medical Staff in conjunction with SMMC's peer review committee.
 - J. Act as liaison among Anesthesia Providers, members of the Medical Staff and administration of SMMC.
- III. General Duties of the Anesthesia Providers

- A. Work cooperatively with County designees to optimize work flow, including participating in work flow analysis, appropriate use of scheduling, division of duties, optimal use of operating room and preoperative staff, and other activities as designated by County.
- B. Maintain appropriate medical records using eClinical Works or other EMR technology required by County.
- C. Make all reasonable efforts to participate in co-ordination and optimization of services, including but not limited to participation in quality improvement and utilization management efforts.
- D. Make all reasonable efforts to communicate effectively and coordinate care and services with primary care and surgery providers, including but not limited to direct contact with individual providers where clinically indicated and participation in primary care and surgery provider education, including presentations at noon conferences.
- E. Conduct himself/herself with professionalism at all times, which includes but is not limited to courteous and respectful conduct toward, and reasonable cooperation with, all County employees.
- F. Participate in such teaching and/or training programs as are, or may be, established by the medical staff at SMMC. Each individual's participation in continuing education is documented and will be considered at the time of reappointment to the medical staff and/or renewal or revision of individual clinical privileges.
- G. 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.
- H. Attend regularly and serve without additional compensation on committees responsible for peer review activities, quality assurance, and utilization review as outline in the SMMC Medical Staff Bylaws, Rules and Regulations.
- I. As required by Medical Staff Bylaws and as reasonably requested by County, Contractor Providers shall cooperate with and assist County in meeting anesthesia standards as defined by the Joint Commission, Title XXII and other applicable regulatory standards regarding Contractor Providers clinical services to the County.

IV General Duties of the County

- A. Temporary Privileges – SMMC agrees and acknowledges that it may be necessary from time to time to utilize part-time or temporary Anesthesia Providers to provide staffing at SMMC, especially during the initial start-up of the service. Accordingly, County agrees to process promptly, following the SMMC Medical Staff guidelines, in accordance with the Bylaws or other applicable policies or procedures, all applications submitted by Contractor or an Anesthesia Provider candidate identified by Contractor requesting temporary privileges for such Anesthesia Providers. Such application shall be on the standard application documents from County.

- B. Clothing – County agrees to (i) provide appropriate temporary clothing to an Anesthesia Provider whose clothes become contaminated with blood or other potentially infectious bodily fluids as a result of services provided at the County, and (ii) appropriately contain such contaminated clothing and return it to the Anesthesia Provider.
- C. Exposure to Fluids – In the event an Anesthesia Provider experiences an exposure to blood or other potentially infectious bodily fluids requiring post-incident medical evaluation and/or infection disease consultation as a result of services provided at the County, County shall provide the evaluation and/or consultation required under applicable Federal regulations.
- D. Support Provided by County – County shall make the following available to Contractor and the Anesthesia Providers at County's sole cost and expense and in such quality, quantity and size, in accordance with County's provision of the same to other Anesthesia Departments, as determined by County to allow the efficient and effective operation of the Anesthesia Department:
 - 1. Supplies, equipment and materials;
 - 2. Utilities such as heat, water, electricity and access to telecommunications;
 - 3. Housekeeping and security;
 - 4. Nurses, technologists, and other administrative personnel; and
 - 5. Access to County's Patient Registration System and Medical Records during normal business hours.

REVISED EXHIBIT B

(rev. 6/20/19)

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 anesthesia services for invasive surgical procedures, acute and chronic pain management services, emergency or consultative critical care services and administrative services.
- II. Payment shall be calculated in a manner consistent with reimbursement for anesthesia services based on MGMA 2015 Physician Compensation and Production Report, Anesthesiology and Anesthesiology – Pain Management, Western Median.
- III. Contractor's total annual compensation will be TWO MILLION FORTY FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$2,044,800) payable in equal monthly payment of ONE HUNDRED SEVENTY THOUSAND FOUR HUNDRED DOLLARS (\$170,400) for anesthesia and pain management service and coverage of the three surgery suites Monday through Friday, elective cases in operating room 1 on Saturday and call coverage and a fourth surgery suite (effective January 1, 2017) on a half time basis as described in Exhibit A - Section I, a minimum of four blocks, each block being four (4) hours in duration, of pain management per month and five hundred twenty (520) hours of Administrative services per year for services as the Chief of Anesthesia. This monthly compensation shall be subject to any adjustments that may be made pursuant to Exhibit C.
- IV. The term of this Agreement is August 1, 2016 through July 31, 2020, as stated in Section 3.1 of the Agreement.
- V. Total payments for services under this Agreement will not exceed EIGHT MILLION, TWO HUNDRED FIFTY THOUSAND DOLLARS (\$8,250,000).
- VI. 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 County more than one hundred eighty (180) days after the date Contractor renders the services or more than ninety (90) days after this Agreement terminates, whichever is earlier.