

**SECOND AMENDMENT TO THE
ADMINISTRATIVE AND PROFESSIONAL SERVICES AGREEMENT
FOR DIAGNOSTIC RADIOLOGY SERVICES
BETWEEN THE COUNTY OF SANTA CLARA AND
BAY IMAGING CONSULTANTS MEDICAL GROUP, INC.**

The Administrative and Professional Services Agreement for Diagnostic Radiology, effective April 1, 2022, by and between the County of Santa Clara, a political subdivision of the State of California, (“County”), and **Bay Imaging Consultants Medical Group, Inc.** (“Contractor”) for **Diagnostic Radiology Services** (“Agreement”), is hereby amended as set forth below effective April 1, 2024 (“SECOND Amendment”).

Background

The purpose of this Second Amendment is for the Parties to increase the maximum financial obligation (MFO) by \$4,372,712 extend the term and revise, remove and add standard provisions.

Agreement

1. **Section 2.1 (Compensation)** is hereby deleted in its entirety and replaced with the following:

In consideration of the contracted services provided to County by Contractor, the County shall pay Contractor for all undisputed charges in accordance with the compensation schedule described in Exhibit A and A-1. The maximum compensation paid to Contractor pursuant this Agreement shall not exceed \$11,539,288 inclusive of expenses as described below. The County will not pay any cost or charge that is not delineated in this Agreement.

2. **Section 4.1 (Space and FF&E)** is hereby amended and restated as follows:

Section 4.1 (Space and FF&E). County shall provide such space, furniture, fixtures, and equipment (“FF&E”) as are necessary for the performance of the Administrative and Professional Services, which shall be determined by County in its reasonable discretion. County to continue to maintain authorized PACS workstations at Good Samaritan Hospital and Good Samaritan Breast Center or interpretation of County examinations as per previous agreement.

3. **Section 10.1 (Term)** is hereby amended as follows:

Section 10.1 (Term) This Agreement shall commence on April 1, 2022, the Effective Date and shall continue until, and including, March 31, 2025, subject to termination in accordance with Section 10.2 (Termination of Agreement). Notwithstanding the expiration of the stated term of this Agreement, the County may, at its sole discretion extend the Agreement beyond the above expiration date for up to six (6) months during the pendency of negotiation of a new contract with Contractor. The County must notify Contractor in writing if the County is exercising this option.

4. **Section 15 (Conflict of Interest)** is hereby amended as follows:

Section 15 (Conflict of Interest). The last paragraph of Section 15 Conflict of Interest is deleted, beginning with the language, “If applicable, Contractor and its agents shall...” and ending with “Clerk of the Board of Supervisors website a <http://www.scgov.org/levineact>.”

5. **Section 23.10 (Survival)** is amended as follows:

Section 23.10 (Survival). All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Agreement, shall survive the termination or expiration of this Agreement, including but not limited to all terms (1) providing for indemnification of County; (2) relating to the California Public Records Act; (3) relating to County Data; and (4) relating to Contractor's obligations upon termination or expiration of this Agreement, including but not limited to those listed in the "Disentanglement" Section.

6. **Section 23.14 (Levine Act Compliance)** is hereby added to the agreement as follows:

Section 24.14 (Levine Act Compliance). Contractor will comply and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Contractor agrees to submit disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents.

7. **Exhibit A (Description of Contracted Services)** is hereby amended as follows:

Section 1. (Professional Services) Provide Professional Services for radiology, CT, MRI, Nuclear Medicine, Ultrasound, and any other related service and consultation generally provided in a hospital diagnostic radiology practice; however, Bay Imaging Consultants will not be responsible for mammography and interventional radiology (IR), including light IR such as needle procedures (except breast injection for sentinel node), joint injection/aspiration, lumbar punctures (diagnostic and therapeutic, NGT placement, thoracenteses paracentesis and other forms of light IR. Services to be provided twenty-four (24) hours per day, seven (7) days per week, 365 days a year. During each On-Site Coverage, Contractor shall ensure that Physicians remain physically present in O'Connor for the duration of the Coverage Shift and be available to provide Professional Services to patients in O'Connor as determined by medical necessity. During each Off-Site Coverage, Contractor shall ensure that agreed upon turn-around times are maintained for Diagnostic Imaging procedures.

Section A. (Coverage Parameters) is amended as follows:

- Contractor shall ensure that Quality Assurance/Performance Improvement Measures are met. Quality Assurance/Performance Improvement Measures include:
 - Radiologists perform peer review on at least two percent (2%) of all studies performed in the Hospital and related outpatient facilities.

- Turnaround time for Emergency Department tests/studies for non-x-ray imaging not greater than one hour from the time the study is sent to the Radiologist to the time the reading is completed, and the report signed by the Radiologists (95%).
- Contractor may assign additional radiologists not located at O'Connor to read tests/studies in order to meet the turnaround time set above.

Section B. (Coverage Hours and Compensation) is hereby amended as follows:

- Hours: Professional Services are provided Seven (7) days a week, 365 days a year, including holidays.

A. Weekday Coverage (Monday – Friday) Understanding that hours of On-Site coverage may decrease if need for services decreases, in which case hours of Off-site Coverage may increase upon mutual agreement.

- Weekday Day Shift. On-Site Coverage to be provided from 8:00 am to 5:00 pm with Off-site Coverage from 5:00 pm to 8:00 am Monday through Friday.
- Weekday Night Shift Off-Site Coverage to be provided from 5:00 pm to 8:00 am

Weekend and Holiday Coverage (Saturday, Sunday and Holidays) Off-Site Coverage to be provided from 8:00 am to 8:00 am

- Compensation for Professional Services: Stipend \$7,500 per month inclusive of protocolling by radiologist and off hours coverage services, plus \$74.00 per wRVU.

8. **Attachment to Exhibit A** (Medical Director Radiology Services Invoice/Time Sheet Form) is hereby deleted in its entirety and replaced with the Attachment to Exhibit A (Medical Director Radiology Services Invoice/Time Sheet Form) hereto attached.

(Invoice form for Radiology Services) is hereby deleted in its entirety and replaced with the Invoice form for Radiology Services hereto attached.

(Invoice Form for Employee Health Prospective New Hire Chest X-Rays) is hereby deleted in its entirety and replaced with the Invoice Form for Employee Health Prospective New Hire Chest X-Rays hereto attached.

9. Except as set forth herein, all other terms and conditions of the Agreement as amended by this Second Amendment shall remain in full force and effect. In the event of a conflict between the original Agreement and this Second Amendment, the terms of this Second Amendment shall control.
10. The Agreement as amended by this Second Amendment constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior oral and written agreements, and representations and understandings between the parties concerning such subject matter.

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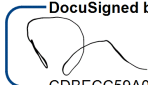
11. This Second Amendment may be executed by the parties in any number of separate counter parts, each of which shall be deemed an original and all of which, taken together shall be deemed to constitute one and the same instrument.

INTENDING TO BE BOUND HEREBY, the parties have caused their authorized representatives to execute this SECOND Amendment as set forth below:

COUNTY OF SANTA CLARA

CONTRACTOR

SUSAN ELLENBERG Date
President
Board of Supervisors

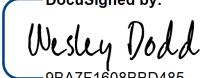
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DAVID S. HOWARD, M.D. Date
President
Bay Imaging Consultants Medical Group, Inc.

Signed and certified that a copy of this
Document has been delivered by electronic
or other means to the President, Board of Supervisors
Attest:

CURTIS BOONE Date
Acting Clerk of the Board of Supervisors

Approved as to form and legality:

DocuSigned by:

9BA7F1608BBD485... 3/28/2024

Wesley Dodd Date
Deputy County Counsel

(Attachment to Exhibit A)

MEDICAL DIRECTOR RADIOLOGY SERVICES
INVOICE/TIME SHEET FORM

Administrative Services

The following services were provided by _____ M.D. ("Physician") on behalf of Bay Imaging Consultants Medical Group, Inc. at O'Connor Hospital during the month of _____ 20_____
Use as many sheets as necessary.

	Services Provided (please list specific activity performed)	Date	Hours
1.	Medical Staff CME Activities		
2.	Hospital Staff Education & Training		
3.	Clinical Supervision		
4.	Quality Improvement Activities (committees, case review, etc.)		
5.	Administration Activities		
6.	Community Education		
7.	Medical Management Activities		

8. Compliance Activities

9. Other

I certify to the best of my knowledge that the activities described above are directly related to the administrative services agreement that I have with the hospital and that I have not billed the Medicare program separately for any of the duties and responsibilities described above. Email the completed form to: OCHPhysicianInv@hhs.sccgov.org. **Invoice is due monthly and must be submitted with fourteen (14) days of the end of the prior month.**

Please be sure to enter **Medical Director Invoice** in the email subject line.

Bay Imaging Medical Group, Inc.
2125 Oak Grove Road, Suite 200
Walnut Creek, California 94598

Compensation: \$150/hr. not to exceed \$3,000/mo.
Effective April 1, 2024 through March 31, 2025

By: _____
(Physician Signature)

Total Hours _____

Approved by:
Hospital Representative _____

Date: _____

Approved Amount to Pay: \$ _____

Approved Hospital Executive: _____

(Attachment to Exhibit A)

INVOICE FORM FOR RADIOLOGY SERVICES

Bay Imaging Consultants Medical Group, Inc. ("Contractor"), provided coverage for **O'Connor Hospital** on the following dates for a total of _____(24 Hr.) Coverage Shifts in the immediately preceding month of _____, 20_____.

I certify to the best of my knowledge that the information on this invoice form is accurate and complete. Email completed form to OCHPhysicianInv@hhs.sccgov.org. **Invoice is due monthly and must be submitted with fourteen (14) days of the end of the prior month.**

Bay Imaging Consultants Medical Group, Inc.

2125 Oak Grove Road, Suite 200

Walnut Creek, California 94598

Compensation: \$7,500/month plus \$74.00 per wRVU

Total wRVUs: _____

Total Compensation Due: \$_____

Effective April 1, 2024, through March 31, 2025

By: _____

(Authorized Signatory)

Date: _____

Total Shifts: _____

Approved by:

Hospital Representative

Date

Approved Amount to Pay: \$_____

Approved Hospital Executive: _____

(Attachment to Exhibit A-1)

**INVOICE FORM FOR EMPLOYEE HEALTH
PROSPECTIVE NEW HIRE CHEST X-RAYS**

The following services were provided by **Bay Imaging Consultants Medical Group, Inc.** ("Contractor") for Employee Health at O'Connor Hospital during the month of _____ 20_____

Number Chest Single View Frontal X-ray Services _____ (Attach report, with Patient Name, date of service and service provided, to invoice form).

Send invoice via secure encrypted email to Carolyn.Clark@hhs.scc.org or Fax to (408) 947-3449.

I certify to the best of my knowledge that the activities described above are directly related to the Professional Services Agreement that Bay Imaging Consultants, Inc. has with O'Connor Hospital for Employee Health and Contractor has not billed the patient or Medicare program separately for any of the services described above.

Bay Imaging Consultants Medical Group, Inc.

2125 Oak Grove, Suite 200
Walnut Creek, California 94598

Compensation: \$37 per Chest Single View
Frontal X-ray services.
Effective April 1, 2024, through March 31, 2025

(Authorized Signatory)

Date: _____

Approved Amount to Pay: \$ _____

Approved by: _____
Employee Health Supervisor

Date: _____