

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
TARUNPREET BAINS, MD**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of February, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Tarunpreet Bains, 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 hematology and oncology services on April 9, 2019 for the term of August 1, 2019 through July 31, 2021, in an amount not to exceed \$750,000; and

WHEREAS, in that resolution, the Board of Supervisors authorized the Chief of San Mateo County Health or designee to execute amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate); and

WHEREAS, in September 2019 the parties amended the Agreement to revise the payment provisions in Exhibit B with no increase to the maximum amount payable under the Agreement.

WHEREAS, the parties now wish to amend and replace Exhibit A with Revised Exhibit A (rev. February 2021) and Revised Exhibit B with Second Revised Exhibit B (rev. February 2021) and to increase the maximum amount payable under the agreement from \$750,000 to \$790,000.

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

1. Section 1.5.1 of the Agreement governing Maximum Amount is hereby replaced in its entirety 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 SEVEN HUNDRED NINETY THOUSAND DOLLARS (\$790,000).

2. The original Exhibit A, Services is hereby replaced with Revised Exhibit A, Services (rev. February 2021), a copy of which are attached hereto and

incorporated by this reference.

3. The Revised Exhibit B, Payments is hereby replaced with Second Revised Exhibit B, Payments (rev. February 2021), a copy of which are attached hereto and incorporated by this reference.
4. **All other terms and conditions of the Agreement dated April 9, 2019, and the First Amendment 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.

For Contractor: Tarunpreet Bains, MD

Tarunpreet Bains      1/12/21      Tarunpreet Bains  
Contractor Signature      Date      Contractor Name (please print)

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COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

**REVISED EXHIBIT A**  
**SERVICES**  
(rev. February 2021)

In consideration of the payments specified in Exhibit B, Contractor shall perform the services described below under the general direction of the Medical Director of Specialty Services or designee.

- I. Provide professional hematology and oncology services in the Department of Medicine.
  
- II. For the period of this Agreement:
  - A. Contractor shall provide an average of twenty-eight (28) half-day hematology and oncology clinics per month, with each such half-day clinic being four (4) hours in length, with a target of 10 patients seen in each half-day clinic. Contractor will provide such services for at least forty-eight (48) weeks per year.
  - B. In addition to the services set forth in Section II. A. of this Exhibit A, Contractor may provide an extra eighteen (18) days of hematology and oncology services per year in an effort to support Primary Care by assisting in increasing access to Specialists by Primary Care Providers, improving the referral pathways to Specialty Care from Primary Care, and increasing patients' readiness for Specialty Visits. Each day of services shall be at least eight hours in length. Services provided under this Agreement shall be referred to as "Clinic Primary Care Support."
  
- III. Scheduled clinic hours shall be Monday through Friday, 0730 through 1900 hours.
  
- IV. Participate in scheduled call coverage of services as is mutually arranged and agreed upon by members of the Department of Medicine under the supervision of the Medical Director of Specialty Services. Contractor shall provide at least half of the call coverage for hematology and oncology each month during the term of this agreement.

The call coverage schedule prepared by the Medical Director of Oncology will be emailed to Medical Director of Specialty Services as well as the call operator at least two (2) months in advance. Call coverage is performed 24 hours per day (from 7am to 7am). Call coverage is subject to the following requirements:

A. Inpatient / On call coverage:

i. ED calls-

1. Respond within ten (10) minutes of the call from ED. If unable to provide services at SMMC, provider will help facilitate transfer by identifying an accepting provider at the referral hospital.
2. If requested by the ED or patient, the provider will repost to assess the patient within one hour of call.

ii. Inpatient Consult Service-

1. Round and place a note in the patient chart within 12 hours of when the patient is admitted or four (4) hours if the patient consult is determined urgent by the referring provider
2. Write daily progress notes on patient co-managing with hospitalist service
3. If in the specialist's judgment a patient's acuity is best handled in an outside hospital, the specialist will communicate with respective specialist at the outside facility who has accepted the patient. The transfer will be managed by the primary care team.

Contractor shall comply with the schedule developed by the Medical Director of Oncology for "on-call" and/or "emergency-call" status for fifteen (15) days/nights per month to include 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.

- V. Contractor shall 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.
- VI. 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.
- VII. Contractor shall attend regularly and serve without additional compensation on committees responsible for peer review activities, quality assurance, and

utilization review as outlined in the SMMC Medical Staff Bylaws, Rules and Regulations.

- VIII. Contractor shall provide medical staff administrative support to all SMMC departments in meeting medical standards as defined by the Joint Commission, Title XXII, and other medical standards.

## **SECOND REVISED EXHIBIT B**

### **PAYMENTS**

(rev. February 2021)

In consideration of the services specified in Exhibit A, County will pay Contractor based on the following:

- I. Payment shall be calculated in a manner consistent with reimbursement for hematology and oncology services. The source of the base units for Contractor compensation is from the Medical Group Management Association (MGMA), Physician Compensation and Production Survey 2018 Report, Median Compensation for Western Section, hematology and oncology.
- II. Contractor compensation for hematology and oncology by the County will be based on a 0.7 FTE and projected volume of 3,061 Relative Value Units (RVUs) per annum, which is 10% reduction in RVUs from the annual RVU total of 4,372 RVUs to accommodate administrative time. If the average monthly work units for hematology and oncology (based on 3,061 wRVU's, annual work units) vary by fifteen percent (15%) over a six (6) month period, the Medical Director of Specialty Services or designee will review and discuss the compensation metric with Contractor, and it will be changed if appropriate.
- III. In order to provide approximately 10% of the overall time spent by the hematologist/oncologist, Contractor agrees to partner with SMMC administration in ensuring appropriate use of resources and timely access to care. This includes but is not limited to participation in the upcoming "SMARTT" referral process whereby contractors will review incoming referrals for appropriateness and completeness. Contractor agrees to provide referring providers with constructive, timely feedback when appropriate.
- IV. In order to provide twenty-four (24) hour/seven (7) day per week call coverage, Contractor will be paid \$300 per day (7am to 7pm) for all call coverage provided per Section IV of Exhibit A, with the schedule for such call coverage to be determined by the Medical Director of Oncology. The parties anticipate Contractor shall provide approximately half of the call coverage during the term of the agreement.
  - a. In addition to baseline daily payment for call listed above, Contractor will be compensated an additional TWO HUNDRED DOLLARS (\$200) per day for new inpatient or emergency department consults performed and documented between 9pm to 6am, Monday – Friday or 8am – 8am,

Saturday, Sunday and Holidays, for each day the Contractor is on call.

- V. Contractor shall be paid at fixed rate of THREE HUNDRED NINETY-NINE THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$399,375) per year, to be paid in monthly installments of THIRTY-THREE THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$33,280) (one-twelfth of the annual rate) for each month worked. The rate is exclusive of all Clinic Primary Care Support.
- VI. County will provide professional liability (malpractice) insurance coverage as defined in Section 4 of the Agreement in the amounts of \$1,000,000/\$3,000,000 and the appropriate tail coverage for Contractor providing services under this Agreement.
- VII. Contractor shall provide additional services pursuant to Section II. B. of Exhibit A in order to provide for Clinic Primary Care Support. Contractor will be compensated at a rate of ONE THOUSAND EIGHT HUNDRED NINETY EIGHT DOLLARS (\$1,898) per day. Each day of Clinic Primary Care Support shall consist of eight (8) hours. This service shall be billed on a monthly basis and is not inclusive of the monthly rate in this Section V, Exhibit B.
- VIII. Failure of Contractor to perform the listed services in any given month constitutes a material breach of this Agreement, and in such circumstances the County, at its option, may withhold payment for any portion of services not rendered, work with the Contractor to reach a schedule for returning the Contractor to performance under this Agreement, revise this Agreement pursuant to the terms of this Agreement, pursue any remedy available at law, or any combination of these options. The Contractor is not entitled to payment for non-performance of services listed by this Agreement.
- IX. 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. County shall process timely submitted invoices between thirty (30) and forty-five (45) days.