

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SANJAY & ARCHANA BINDRA MDS INC**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of April 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Sanjay & Archana Bindra MDs 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 invasive and noninvasive cardiology services on January 5, 2021, for the term of February 1, 2021 through January 31, 2024, in an amount not to exceed \$1,702,000 (“Agreement”);

WHEREAS, the parties now wish to amend the Agreement to amend Exhibit A call definition, replace Exhibit B with Exhibit B1, to add \$118,000 to the Agreement and increase the do not exceed amount to \$1,820,000.

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

1. Section 5.14 of the Agreement, governing Exhibits and Attachments, is amended to read as follows:

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B1—Payments

Exhibit C—Performance Metrics

Exhibit D—Citizenship Duties of Contractor

Exhibit E—Billing Requirements

Exhibit F—Corporate Compliance SMMC Code of Conduct

Attachment I—§ 504 Compliance

2. Exhibit A, Section IV(A), governing call, is amended to read as follows:
- i. At least 14 weekends per year. A weekend is considered Saturday or Sunday.
 - ii. At least 4-5 holidays per year.
 - iii. At least 95-96 days of Weekday coverage per year. Weekday is from Monday through Friday.
3. Exhibit B, is hereby replaced with Exhibit B1 attached hereto.
4. **All other terms and conditions of the Agreement dated January 5, 2021, 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: Sanjay & Archana Bindra MDs Inc.

SJMIM
Contractor Signature

03/08/2021
Date

SANJAY BINDRA
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board.

EXHIBIT B1

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 to include the complete professional component associated with Non-Invasive Cardiology and Electrophysiology services.
- II. Payment shall be calculated in a manner consistent with reimbursement for non-invasive electrophysiology and cardiology services. The source of the base units for Contractor compensation is from the Medical Group Management Association (MGMA), Physician Compensation and Production Survey 2019 Report, Median Compensation for Western Section, Non-invasive Cardiology and Electrophysiology.
- III. Contractor's compensation by County for non-invasive and electrophysiology cardiology is based on a 1.0 FTE and projected volume of 8,393 Relative Value Units (RVUs) per annum, which is a 10% reduction in RVUs from the annual RVU total of 9,326 RVUs (Median of Non-invasive Cardiology and Electrophysiology Cardiology MGMA Physician Compensation and Production Survey 2019 Report, Median Compensation for Western Section wRVU). If the contract terms of service are amended such that the current numbers of clinic sessions, inpatient consults, interpretation of cardiac test results or call coverage in Exhibit A are changed, the projected volume of RVU work units and corresponding compensation shall be adjusted accordingly.
- IV. The County anticipates that Contractor will dedicate approximately ten percent (10%) of the total scheduled time under this Agreement to participation in the 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.
- V. If the average monthly work units for Contractor providing Non-Invasive Cardiology and Electrophysiology services (based on 8,393 annual units) vary by fifteen percent (15%) over a six (6) month period, the Chief Medical Officer or designee will review and discuss the compensation metric with Contractor, and it will be changed, if appropriate.
- VI. During the term of this agreement, Contractor shall be paid in twelve equal monthly installments per year, at a rate of FIFTY THOUSAND TWO HUNDRED AND THIRTY-FIVE DOLLARS (\$50,235) per month for services listed in Exhibit A section II and IV.

VII. For the period of the agreement, if the Contractor performs less than obligated clinical or reading blocks as described in Exhibit A the flat monthly fee will decrease by NINE HUNDRED SEVENTY DOLLARS (\$970) for each block of service not performed. Such offset will be done at the last invoice of each year after determining whether the Contractor was absent more than 4 weeks for the year. County holidays in which the Contractor is not providing services is included in the 4 weeks calculation.

In addition, if the Contractor if does not complete 14 weekend call, 4-5 holiday call, and 95-96 weekday call by the last submitted invoice (including the last invoice), for each service not performed, the following deductions will be made: \$900 for each weekend call not performed; \$1,340 for each holiday call not performed; \$300 for each weekday call not performed. Such offset will be done at the last invoice of each year.

If Contractor owes the County funds because of deduction(s), such payment will be made to the County within 30 days.

VIII. In addition to contracted service, Contractor may, upon the prior written request of the Chief Medical Officer, the Medical Director of Specialty Services, or their designee, provide extra clinic coverage beyond the amounts set forth in Exhibit A Section II. Each extra half day clinic block will be compensated at ONE THOUSAND ONE HUNDRED AND SIXTY DOLLARS (\$1,160). If Contractor receives prior written request of the Chief Medical Officer, the Medical Director of Specialty Services, or their designee, provide extra clinic coverage beyond the amounts set forth in Exhibit A Section II and such services do not amount to a full half day clinic block, Contractor will be compensated for each extra hour at the hourly rate of TWO HUNDRED AND NINTY DOLLARS (\$290).

In addition to contracted service, Contractor may, upon the request of SMMC Administration, provide extra call coverage beyond the amounts set forth in Section IV of Exhibit A at a rate of \$900 for each weekend call; \$1,340 for each holiday call; \$300 for each weekday call. Such addition will be done at the last invoice of each year.

IX. 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.

X. Total payments for services performed under this Agreement shall not exceed ONE MILLION EIGHT HUNDRED AND TWENTY THOUSAND DOLLARS (\$1,820,000).

XI. 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, terminate the Agreement pursuant to the termination provisions above, 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.