

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

THIS AMENDMENT TO THE AGREEMENT, entered into this 22 day of March, 2022, 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 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;

WHEREAS, the parties previously amended the Agreement to add a call definition, replace Exhibit B with Exhibit B1, and to add \$118,000 to the Agreement and increase the do not exceed amount to \$1,820,000 (First Amendment);

WHEREAS, the parties previously amended the Agreement to add Exhibit A1 and to add \$2,340 and increase the do not exceed amount to \$1,822,340 (Second Amendment); and

WHEREAS, the parties now wish to amend the Agreement to replace Exhibit A with Exhibit A2, replace Exhibit B1 with Exhibit B2, to replace Exhibit C with Exhibit C2, to add \$94,824 to change the do not exceed amount from \$1,822,340 to \$1,917,164, and to add Exhibit H.

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

1. Section 5.14 of the agreement is amended to read as follows:

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

Exhibit A2—Services

Exhibit A1—COVID-19 and Flu Response Services

Exhibit B2—Payments

Exhibit C2—Performance Metrics

Exhibit D—Citizenship Duties of Contractor

Exhibit E—Billing Requirements

Exhibit F—Corporate Compliance SMMC Code of Conduct

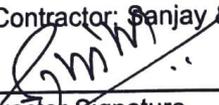
Exhibit H—Health Requirements

Attachment I—§ 504 Compliance

2. Exhibit A is replaced with Revised Exhibit A2 (rev. April 2022) attached hereto.
3. Exhibit B1 is replaced with Revised Exhibit B2 (rev. April 2022) attached hereto.
4. Exhibit C is replaced with Revised Exhibit C2 (Rev. April 2022) attached hereto.
5. Exhibit H is hereby added to the Agreement attached hereto.
6. **All other terms and conditions of the agreement, as previously amended, 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: Sanjay & Archana Bindra MDs Inc.



Contractor Signature

02/24/2022

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

EXHIBIT A2 (Rev. April 2022)

SERVICES

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

- I. Contractor shall provide professional noninvasive and electrophysiology services in the Department of Medicine, including inpatient, ambulatory and surgical care.
- II. Each consecutive and continuous 12-month period within the term of this Agreement, constitutes a “Contract Year”, and any fraction of a Contract Year shall be treated pro rata for purposes of obligated services, performance metrics, and compensation. Specifically, for the term of this Agreement, Contractor will provide the following services:
 - a. **Clinic Blocks:** In each Contract Year, Contractor shall perform two hundred and forty (240) four-hour cardiology clinics (“Clinic Blocks”), with a target of eight (8) patients seen per Clinic Block.
 - i. Clinic Blocks will occur during regular business hours, Monday through Friday 8:00 a.m. – 5:00 p.m. and shall be arranged in advance with the Chief Medical Officer, Medical Director for Specialty Services or designee.
 - ii. Clinic Blocks may also include remote device interpretations with a target of 48 interpretations per Clinic block.
 - b. **Reading/Implant Blocks:** In each Contract Year, Contractor shall perform one hundred and ninety-two (192) up to two hundred and forty (240) four-hour reading/implant blocks (“Reading/Implant Blocks”). A Reading Block will consist of Holter Monitors, EKG’s, Stress Echoes, and Stress Tests as scheduled by Medical Director of Specialty Services or designee. An Implant Block will consist of pacemaker and defibrillator implantations and follow up with such implants during device clinic.
 - c. **On-call Coverage:** For each Contract Year, Contractor shall provide scheduled coverage of on-call and/or emergency call services (“On-Call Coverage”) one hundred and twenty-eight (128) days. On-Call Coverage means twenty-four-hour (24-hour) coverage, from 7am to 7am, including inpatient, ambulatory, and Emergency Department consults and all follow-up from call, including operative cases. When on-call, Contractor must adhere to the current On-Call Policy.
- III. 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 specialty referral process whereby contractors will review

incoming referrals for appropriateness and completeness. Contractor agrees to provide referring providers with constructive, timely feedback and will meet as needed with the Medical Director for Specialty Services or designee to create and update referral guidelines as appropriate.

- IV. 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.
- V. 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.
- VI. 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.
- VII. Contractor shall provide medical staff administrative support to all SMMC departments in meeting surgical standards as defined by the Joint Commission, Title XXII, and other applicable standards.

EXHIBIT B2 (Rev. April 2022)

PAYMENTS

In consideration of the services specified in Exhibit A, County will pay Contractor as follows:

- I. Contractor shall be paid at rates associated with Medical Group Management Association (MGMA) Physician Compensation and Production Survey 2020 Data, Median Compensation for Western Section, FQHC, for noninvasive cardiology (90%) and electrophysiology services (10%).
- II. Contractor's compensation by County for noninvasive cardiology and electrophysiology services is based on a 1.0 FTE and projected volume of 6,143 Relative Value Unit (RVUs) per annum. The County utilizes the MGMA Physician Compensation and Production Survey 2020 Data, Work RVUs for Western Section for noninvasive cardiology and electrophysiology for a 1.0 FTE reduced by 10% to account for additional administrative time, multiplied by the FTE amount, to determine RVU targets.
 - a. If the contract terms of service are amended such that the current numbers of clinic or other components of the services set forth in Exhibit A are changed, the projected volume of RVU work units and corresponding compensation shall be adjusted accordingly.
 - b. If the average monthly work units for Contractor's productivity (based on 6,143 RVUs) 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 will, at its option, adjust Contractor's FTE and compensation to match productivity.
- III. Beginning April 1, 2022, for all of the services specified in Exhibit A2, Contractor shall be paid in monthly installments, at a rate of FIFTY-FOUR THOUSAND ONE HUNDRED AND EIGHTY-SIX DOLLARS (\$54,186).
- IV. Total payment for services under this Agreement will not exceed ONE MILLION NINE HUNDRED AND SEVENTEEN THOUSAND ONE HUNDRED AND SIXTY FOUR DOLLARS (\$1,917,164).
- V. If Contractor performs services in excess of what is required under Exhibit A and Contractor received **prior written authorization** of the Chief Medical Officer, the Medical Director of Specialty Services, or their designee, the Contractor may be compensated as follows:

- a. **Clinic or Reading/Implant Block:** Each such pre-authorized extra four-hour Clinic or Reading/Implant Block, Contractor will be compensated at ONE THOUSAND ONE HUNDRED AND FIFTY-FOUR DOLLARS (\$1,154). If such services does not amount to the full four hour requirement, Contractor may use a pro-rata hourly figure of TWO HUNDRED AND EIGHTY-EIGHT DOLLARS (\$288).
- b. **On-Call Coverage:** Each such pre-authorized On-Call Coverage shift will be compensated at SIX HUNDRED AND TWENTY-FIVE DOLLARS (\$625) for a full twenty-four (24) hour shift and THREE HUNDRED AND TWELVE DOLLARS (\$312) for a weekday after hour shift.

VI. 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.

- a. If County opts to withhold payment for a portion of services not rendered, the County will perform such withholding as follows:
 - i. **Clinic or Reading/Implant Block:** For each Contract Year of the Agreement, if Contractor performs fewer than the obligated Clinic or Reading/Implant Block as set forth in Exhibit A, the monthly installment in this Exhibit B1 shall decrease by ONE THOUSAND ONE HUNDRED AND FIFTY-FOUR DOLLARS (\$1,154) for each Block not performed.
 - ii. **On-Call Coverage:** For each Contract Year of the Agreement, if Contractor performs fewer than the obligated On-Call Coverage shift as set forth in Exhibit A, the monthly installment in this Exhibit B shall decrease by SIX HUNDRED AND TWENTY-FIVE DOLLARS (\$625) for each twenty-four (24) hour On-Call Coverage shift not performed and THREE HUNDRED AND TWELVE DOLLARS (\$312) for each weekday after hours coverage shift not performed.
- b. Such offsets, if any, will be done at the last invoice of each year, or in such reasonable manner as is convenient for County. If Contractor owes the County funds as a result of deduction(s), such payment will be made to the County within thirty (30) days of the end of the Contract Year or County's demand for payment, whichever occurs first.

VII. 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.

EXHIBIT C2 (Rev. April 2022)

PERFORMANCE METRIC

Ninety-five percent (95%) of the time Contractor will document and perform nutrition counseling for patients during ambulatory clinic visits when patients have Body Mass Index > twenty-five (25)

EXHIBIT H

HEALTH REQUIREMENTS

San Mateo Medical Center is committed to the health and well-being of all its staff and medical providers. As part of that commitment, we ask that you provide us with the following information. **Please note that appointments and reappointments will be not be processed if the following health requirements are not met.**

1. Tuberculosis [Required]

- Fill out the attached TB Screening form and submit documentation of your most recent TB test. Testing must have been done within the last one year. We do accept either PPD skin test or QuantiFERON (QFT) blood test.

2. Measles, Mumps, Rubella and Varicella [Required]

- Submit proof of immunity to Measles, Mumps, Rubella and Varicella. Immunity must be demonstrated by serological evidence (titers) or documentation of 2 vaccinations.
- If titers are below a level indicating immunity, you must receive a boosting dose of vaccine and submit documentation of vaccination.

3. Hepatitis B [Required]

- Submit proof of immunity. If titers are below a level indicating immunity, it is recommended that you receive a boosting dose of vaccine. However, you have the right to decline by filling out and submitting the attached form.

4. Influenza [Required]

- SMMC provides the vaccine free of charge during flu season. If you choose not to be vaccinated, you are required to wear a surgical mask in any patient care area for the entire flu season (October-May) per policy. If you received vaccination elsewhere, you must provide proof of vaccination to SMMC Employee Health by filling out the attached form.

5. Tdap [Required]

- Documented Tdap vaccine within the last 10 years. You have the right to decline vaccination, please fill out attached form.

6. COVID-19 Vaccine or Approved Exemption [Required]

- Documented proof of being fully vaccinated against COVID-19 (fully vaccinated is defined as ≥ 2 weeks following receipt of the second dose in a 2-dose series such as Pfizer/COMIRNATY or Moderna, or ≥ 2 weeks following receipt of one dose of a single-dose vaccine such as Janssen)
- If you are unable to be vaccinated because of medical or religious reasons, then you must file for an exemption. Please email HS_SMMC_Employee_Health@smcgov.org to request the documentation needed to file and submit your exemption. If your exemption is approved, then you are required to complete either once or twice weekly COVID-19 testing depending on the physical location of your work.

7. **N95 Fit Testing [Highly Recommend Completing Prior to Starting; Required Upon/After Start Date]**

- All staff working in direct patient care must be N95 Fit tested annually. A schedule is available on the intranet. You can do fit testing after your start of work but it is highly recommended to do so prior as you will be unable to care for patients with suspected or confirmed airborne illnesses such as Covid-19 or TB. If you have been N95 fit tested elsewhere, please provide documentation of date tested and the size you were fitted for (if providing documentation of fit testing from another facility, the N95 must be a brand/model/size that SMMC carries). See attached calendar.

Please contact the IC Hotline at 650-573-4744 or email HS_SMMC_Employee_Health@smcgov.org with any questions.

San Mateo Medical Center- Health Clearance Check List

Applicant Name: _____ Degree: _____ Department: _____

Date of Hire: _____ DOB: _____ Contacted by MSO: _____

Phone Number: _____ Email: _____ Cleared by EH: _____

Please check one of the following boxes:

I am an Employee of San Mateo Medical Center and went to Kaiser, Occupational Health for medical clearance. **No further documentation is needed***

I am a contractor and will submit the required medical screening documents listed below:

Tuberculosis (Required)

Annual Health Screening and Tuberculosis Surveillance (attached)* **AND**

Documentation of most recent TB test. **Must have been done in the last 1 year***

Measles, Mumps, Rubella and Varicella (Required)

Documentation of Titers **OR**

Documentation of 2 vaccinations

Hepatitis B (Required)

Documentation of Titers **OR**

Documentation of 3 vaccinations

Declination signed (attached)*

Influenza (Required)

Documentation of Flu Vaccination **AND**

SMMC Flu Form (attached)*

Tdap (Required)

Submit documentation of vaccine. **Must have been done within the last 10 years* OR**

Declination signed (attached) *

COVID-19 (Required)

Documentation of COVID-19 Vaccination **OR**

COVID-19 Exemption Forms submitted and approved

N95 Fit Testing (Recommend Completing Prior to Starting; Required Upon/After Start Date)

Fit tested elsewhere. **Submit documentation for current year* OR**

Will get fit tested on next available date at SMMC

