

**THIRD AMENDMENT TO AGREEMENT FOR ATTENDING PHYSICIANS,
GASTROENTEROLOGY CALL SERVICES**

This Third Amendment to the “Agreement for Attending Physicians, Gastroenterology Call Services” effective December 1, 2021 (“Agreement”), is made and entered into by the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter sometimes referred to as “COUNTY,” including its Ventura County Health Care Agency (referred to collectively as “AGENCY”), and Island View Gastroenterology Associates, a duly formed California general partnership (“CONTRACTOR”).

Agreement

The parties hereby agree that the referenced Agreement is amended effective October 1, 2023, as follows:

- A. Attachment II, Compensation of Contractor, shall be replaced in its entirety with attached Attachment II.

Except as is expressly amended herein, all other terms and conditions of the Agreement shall remain unchanged.

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IN WITNESS WHEREOF, the parties hereto execute this Third Amendment on the dates written below:

CONTRACTOR: Island View Gastroenterology Associates

Charles Menz, M.D., A MEDICAL CORPORATION,
a California professional corporation

Dated: _____

By: _____
Charles Menz, M.D., President

Kip D. Lyche, M.D., Inc., a California professional
corporation

Dated: _____

By: _____
Kip D. Lyche, M.D., President

Benito A Pedraza, M.D., Inc., a California professional
corporation

Dated: _____

By: _____
Benito A Pedraza, M.D., President

Chetan Gondha, M.D., Inc., a California professional
corporation

Dated: _____

By: _____
Chetan Gondha, M.D., President

Joel A. Alpern, M.D., Inc., a California professional
corporation

Dated: _____

By: _____
Joel A. Alpern, M.D., President

Laya Nasrollah, M.D., Inc., a California professional
corporation

Dated: _____

By: _____
Laya Nasrollah, M.D., President

..... CONTRACTOR'S ADDRESS: _____

..... _____

Tax ID #: _____

AGENCY:

Dated: _____

By: _____
HCA DIRECTOR or DESIGNEE

ATTACHMENT II
COMPENSATION OF CONTRACTOR

CONTRACTOR shall be paid according to the following:

1. Call Services: CONTRACTOR shall be paid for gastroenterology call services, as detailed in Attachment I, based on the following schedule:

Type of Call Coverage			# of Days	Compensation	Total
Weekday nightly	Monday - Thursday	5PM - 8 AM	209	\$750	\$156,750
Weekday daytime (coverage for FT GI MD time off)	Monday - Thursday	7 AM - 5 PM	21	\$250	\$5,250
Weekend	Friday - Monday	12PM - 7AM	156	\$850	\$132,600
Plus 1 extra day for Thursday, February 29, 2024, leap year, up to a max of \$750	Thursday	5PM – 8AM	1		\$750
Total Call Compensation for FY 23-24					\$295,350
Total Call Compensation for any FY thereafter					294,600

Provision of fewer services than stated will result in a proportionate pro-rata reduction in this fee. The maximum amount to be paid under this paragraph for the period of July 1, 2023, through June 30, 2024, is two hundred ninety-five thousand three hundred fifty dollars (\$295,350) and two hundred ninety-four thousand six hundred dollars (\$294,600) per any fiscal year thereafter.

2. Fee for Service: CONTRACTOR shall be paid for gastroenterology procedures based on the following schedule:

Procedures	Description	Case Rate
Procedures rendered with anesthesia	Any endoscopic retrograde cholangiopancreatography (ERCP) or Enteral, gastric, or esophageal stenting	\$500

Procedures rendered on while on call, including nights, weekends, or during time covering vacation, illness, or other absences	Upper Endoscopies, Esophagogastroduodenoscopy (EGD) with or without percutaneous endoscopic gastrostomy (PEG) to include biopsy, dilatation, etc.	\$200
	Colonoscopy to include biopsy, dilatation, etc.	\$200
	Flexible sigmoidoscopy to include biopsy, dilatation, etc.	\$200
Emergent procedures while on add'l morning call (7AM-8AM)	Any GI procedures generated during 7AM - 8AM while on call that needs to be performed emergent	\$500
Elective Services	Services initiated in CONTRACTOR's private office with follow up surgical services rendered at Hospital	\$0
Total Procedures Compensation for FY 23-24 and any FY thereafter		\$110,300

The maximum amount that shall be paid under this paragraph shall not exceed one hundred ten thousand three hundred dollars (\$110,300) per fiscal year.

3. Elective Services: Elective Services shall be defined as services initiated in CONTRACTOR's private office with follow up surgical services rendered at HOSPITAL. CONTRACTOR shall bill and collect the surgical professional fees for Elective Services independently of AGENCY. AGENCY shall bill and collect the technical component of Elective Services and any professional fees of other physicians involved in these services. CONTRACTOR shall not be paid by AGENCY for Elective Services.
4. The compensation specified above shall constitute the full and total compensation due and payable by AGENCY for all services, including without limitation, administrative, teaching, research, if required under this Agreement, and professional, to be rendered by CONTRACTOR pursuant to this Agreement.
5. To receive payments, CONTRACTOR must submit an invoice, within thirty (30) days of the end of the month of provision of service, to AGENCY. The invoice must set forth the date of service, description of services, number of hours, hourly rate, total amounts due for the month, name, address, taxpayer identification number, and signature. Invoices shall include the appropriate back up documentation of call schedule, procedure details, and any applicable information that will describe the service provided. Invoices received more than thirty (30) days after the provision of service may be denied by AGENCY as late. AGENCY shall pay the compensation due pursuant to the invoice within thirty (30) days after receipt of a timely invoice.

6. CONTRACTOR may, with the written approval of the Medical Director of Hospital, arrange for partial coverage of duties by a subcontractor. Responsibilities of such subcontractor(s) shall be consistent with those of the CONTRACTOR, and as described in this Agreement. CONTRACTOR shall be responsible for all scheduling and oversight of subcontractor(s).
7. If CONTRACTOR is under suspension from the Medical Staff at HOSPITAL at the time payment is due, or CONTRACTOR has not fully completed the proper documentation of the services provided, according to the bylaws and the rules and regulations of the Medical Staff of HOSPITAL, then payment shall be withheld until the suspension(s) are lifted, the documentation completed, or payment is authorized by the HOSPITAL Chief Executive Officer or HOSPITAL Medical Director. AGENCY shall pay no interest on any payment which has been withheld in this manner.
8. All payments by AGENCY shall be to an account managed by CONTRACTOR, which shall be responsible for distributing appropriate amounts to its partners. CONTRACTOR is responsible for establishing and administering said account, and CONTRACTOR shall have no claim against AGENCY so long as AGENCY has made all necessary payments to said account.
9. Should AGENCY discover an overpayment made to CONTRACTOR, the overpayment amount shall be deducted from future payments due to CONTRACTOR under this Agreement until the full amount is recovered. Should deduction from future payments not be possible, CONTRACTOR shall repay any overpayment not deducted within thirty (30) days of demand by AGENCY.
10. The maximum amount to be paid under this Agreement for the period of July 1, 2023, through June 30, 2024, is four hundred five thousand six hundred fifty dollars (\$405,650) and four hundred four thousand nine hundred dollars (\$404,900) per fiscal year thereafter.