

SECOND AMENDMENT TO
AGREEMENT FOR PEDIATRIC ENDOCRINOLOGY SERVICES

This Second Amendment to the “Agreement for Pediatric Endocrinology Services” effective December 1, 2022 (“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 Swati V. Elchuri, M.D., a duly licensed physician or duly formed California Professional Corporation (“CONTRACTOR”).

Agreement

The parties hereby agree that the referenced Agreement is amended effective June 1, 2024, as follows:

- A. Attachment I, Responsibilities of CONTRACTOR, shall be replaced in its entirety with the attached Attachment I.
- B. Attachment II, Compensation of CONTRACTOR, shall be replaced in its entirety with the attached Attachment II.

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

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

CONTRACTOR:

Dated: _____

By: _____

Swati V. Elchuri, M.D.

AGENCY:

Dated: _____

By: _____

HCA DIRECTOR OR DESIGNEE

ATTACHMENT I

RESPONSIBILITY OF CONTRACTOR

It is mutually agreed that CONTRACTOR shall have the following responsibilities under the direction of the HOSPITAL and AMBULATORY CARE Chief Executive Officers and HOSPITAL and AMBULATORY CARE Medical Officers.

1. CONTRACTOR shall be designated as Attending Physician, Pediatric Endocrinology Services.
2. CONTRACTOR shall provide outpatient pediatric endocrinology clinic services at HOSPITAL's clinic site(s). CONTRACTOR shall provide a minimum of two (2) clinic days per week, up to forty-eight (48) weeks per fiscal year. A clinic day shall be scheduled from 8:45 a.m. to 4:45 p.m. Scheduling of clinics shall be mutually agreed by CONTRACTOR and the AMBULATORY CARE Chief Executive Officer and Chief Medical Officer. The number of required clinic days may be increased or decreased by mutual consent to achieve optimal provision of all clinical services described herein.
3. CONTRACTOR shall provide inpatient pediatric endocrinology consultation services, up to forty-eight (48) weeks per fiscal year at HOSPITAL's site(s).
4. CONTRACTOR shall provide patient care through E-consultations, up to forty-eight (48) weeks per fiscal year. E-consultations shall be defined as follows:
 - a. Provision of specialty medical care expertise via a non-in-person face to face specialty encounter through Cerner E-consult.
 - b. An initial reply from the specialist within seventy-two (72) hours of the sent E-consultation.
 - c. The initial reply includes at least one of the following:
 - i. Medical recommendations.
 - ii. Clarifying questions or need for more information.
 - iii. A medical decision documented by the specialist to schedule a face-to-face visit.
5. CONTRACTOR shall provide after-hours telephone call coverage for Pediatric Endocrinology Services, Monday through Friday, 5:00 p.m. to 10:00 p.m., every other week and Saturday and Sunday 8:00 a.m. to 10 p.m., every other week.
6. CONTRACTOR shall represent HOSPITAL within the medical community as Attending Physician, Pediatric Endocrinology Services.
7. CONTRACTOR shall comply with the policies, rules and regulations of AGENCY subject to the state and federal laws covering the practice of medicine and shall comply with all applicable provisions of law relating to licensing and regulations of physicians and hospitals. CONTRACTOR shall comply with all the requirements of the Joint Commission, including but not limited to appropriate clinical practice as detailed in its Core Measures and

Patient Safety Goals.

8. CONTRACTOR shall assure appropriate membership on the Medical Staff of HOSPITAL, and coordinate with AGENCY staff to ensure credentialing with third parties is up to date.

9. CONTRACTOR's time will be allocated in approximately the following manner:

Hospital Services	0 %
Patient Services	100 %
Research	0 %
Teaching	0 %

TOTAL	100%

CONTRACTOR will maintain, report, and retain time records, in accordance with the requirements of federal and state laws, as specified by AGENCY. CONTRACTOR shall report on a monthly basis the specific hours of service provided to AGENCY for a selected one (1) week period during that month. The allocation of CONTRACTOR's time may be modified at any time at the discretion of the AMBULATORY CARE Chief Medical Officer.

10. CONTRACTOR agrees to treat patients without regard to the patient's race, ethnicity, religion, national origin, citizenship, age, sex, preexisting medical condition, status or ability to pay for medical services, except to the extent that a circumstance such as age, sex, preexisting medical condition or physical or mental handicap is medically significant to the provision of appropriate medical care to the patient.

By this Agreement, AGENCY contracts for the services of Swati V. Elchuri, M.D., and CONTRACTOR may not substitute service by another physician or physicians without written approval of AGENCY.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

CONTRACTOR shall be paid according to the following:

1. Clinic Coverage: CONTRACTOR shall be paid one thousand two hundred twenty-five dollars (\$1,225) per clinic day of outpatient clinic coverage as described in Attachment I, paragraph 2. CONTRACTOR shall track, prepare, and attach to the invoice a monthly detailed summary of activities performed to include time spent and numbers of patients seen. Details relevant to task performed shall be reviewed and approved by the AMBULATORY CARE Chief Executive Officer or AMBULATORY CARE Chief Medical Officer on a monthly basis and attached to the monthly invoice. The maximum amount to be paid for clinic coverage for the period of December 1, 2022, through June 30, 2024, is two hundred seventy-nine thousand three hundred dollars (\$279,300) and one hundred seventy-six thousand four hundred dollars (\$176,400) per any fiscal year thereafter.
2. Inpatient Consultations: CONTRACTOR shall be paid a flat fee of one hundred dollars (\$100) per inpatient consultation performed by CONTRACTOR within HOSPITAL as described in Attachment I, paragraph 3. CONTRACTOR shall track, prepare and attach to the invoice a monthly detailed summary of activities performed to include time spent and numbers of patients seen. Details relevant to task performed shall be reviewed and approved by the AMBULATORY CARE Chief Executive Officer or AMBULATORY CARE Chief Medical Officer on a monthly basis and attached to the monthly invoice. The maximum amount to be paid for inpatient services for the period of December 1, 2022, through June 30, 2024, is six thousand four hundred dollars (\$6,400) and four thousand dollars (\$4,000) per any fiscal year thereafter.
3. E-Consultations: CONTRACTOR shall be paid twenty dollars (\$20) per E-consultation as described in Attachment I, paragraph 4. CONTRACTOR shall track, prepare and attach to the invoice a monthly detailed summary of activities performed to include time spent and numbers of patients seen. Details relevant to task performed shall be reviewed and approved by the AMBULATORY CARE Chief Executive Officer or AMBULATORY CARE Chief Medical Officer on a monthly basis and attached to the monthly invoice. The maximum amount to be paid for E-consultations for the period of December 1, 2022, through June 30, 2024, is five thousand seven hundred dollars (\$5,700) and four thousand dollars (\$4,000) per any fiscal year thereafter.
4. After-Hours Calls: CONTRACTOR shall be paid twenty dollars (\$20) per hour over the length of the call shift as described in Attachment I, paragraph 5. CONTRACTOR shall track, prepare, and attach to the invoice a monthly detailed summary of activities performed to include time spent and numbers of patients seen. Details relevant to task performed shall be reviewed and approved by the AMBULATORY CARE Chief Executive Officer or AMBULATORY CARE Chief Medical Officer on a monthly basis and attached to the monthly invoice. The maximum amount to be paid for after-hours call coverage December 1, 2022, through June 30, 2024, is forty-four thousand three hundred twenty dollars (\$44,320) and twenty-five thousand four hundred sixty dollars (\$25,460) per any fiscal year thereafter.

5. CONTRACTOR shall track, prepare and attach to the invoice a monthly detailed summary of activities performed to include time spent and numbers of patients seen. Details relevant to tasks performed shall be reviewed and approved by the AMBULATORY CARE Chief Executive Officer or AMBULATORY CARE Chief Medical Officer on a monthly basis and attached to the monthly invoice. The compensation specified above shall constitute the full and total compensation for all services, including, without limitation, administrative, teaching, research and professional, to be rendered by CONTRACTOR pursuant to this Agreement.
6. To receive payments, CONTRACTOR must submit an invoice, within thirty (30) days of provision of service, to AGENCY's Physician Contracting Services. The invoice must set forth the date of service, detailed description of services, number of hours, hourly rate, total amounts due for the month, name, address, taxpayer identification number, and signature. 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.
7. If CONTRACTOR is under suspension from the Medical Staff or fails to report on a monthly basis the specific hours of service provided to AGENCY, or if 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 monthly payment shall be withheld until the respective suspensions(s) are lifted, the documentation completed, or payment is authorized by the HOSPITAL Chief Executive Officer or HOSPITAL Chief Medical Officer. AGENCY shall pay no interest on any payment which has been withheld in this manner.
8. AGENCY shall immediately notify CONTRACTOR of the results of any audit where CONTRACTOR has not met the requirements for the compensation. CONTRACTOR may, if possible and appropriate, provide additional documentation or information, which shall be received toward fulfilling any of such requirements.
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.
11. The maximum amount to be paid under this Agreement for the period of December 1, 2022, through June 30, 2024, is three hundred thirty-five thousand seven hundred twenty dollars (\$335,720).
12. The maximum amount to be paid under this Agreement for any fiscal year thereafter is two hundred nine thousand eight hundred sixty dollars (\$209,860).