

SECOND AMENDMENT TO AGREEMENT
FOR ATTENDING PHYSICIAN, UROLOGY SERVICES

This Second Amendment to the “Agreement for Attending Physician, Urology Services,” effective July 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 Paul D. Silverman, 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 November 7, 2023, as follows:

A. Article 7 Section 16 shall be replaced in its entirety with the following:

Documentation by CONTRACTOR – For services provided by CONTRACTOR, CONTRACTOR shall complete documentation in the AGENCY electronic health record system within four (4) days after providing such services. CONTRACTOR acknowledges that AGENCY will rely upon this documentation in billing third party payers for their services.

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

C. 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:

Date: _____

By: _____
Paul D. Silverman, M.D.

AGENCY:

Date: _____

By: _____
AGENCY DIRECTOR OR DESIGNEE

ATTACHMENT I
RESPONSIBILITY OF CONTRACTOR

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

1. AGENCY shall appoint CONTRACTOR as Attending Physician, Urology Services.
2. CONTRACTOR shall participate in the patient management of the urology program at HOSPITAL and shall have the following responsibilities:
 - a. Collaborate with the DEPARTMENT Director and other urology attending physicians to provide adequate and appropriate physician coverage for all urology services 24 hours per day, 7 days per week, 365 days a year, through a system of primary and secondary call with a response time of no more than thirty (30) minutes. Such services shall include, but not be limited to:
 - i. Call services, as mutually agreed by CONTRACTOR, DEPARTMENT Director, and the Chief Medical Officers of HOSPITAL.
 - ii. Hospital based urology services, including consultation and treatment, and teaching, as requested and mutually agreed by CONTRACTOR, DEPARTMENT Director, and the Chief Medical Officers of HOSPITAL.
 - iii. Outpatient adult and pediatric urology clinic coverage at HOSPITAL's clinic site(s). Effective July 1, 2023 through August 31, 2023, clinic coverage shall include, at a minimum, seven (7) half-day clinics per week, for the nine (9) week period. Effective September 1, 2023 and thereafter, clinic coverage shall be mutually agreed by CONTRACTOR, DEPARTMENT Director, and the Chief Medical Officers of AMBULATORY CARE.
 - iv. Urology surgery services, as mutually agreed by CONTRACTOR, DEPARTMENT Director, and the Chief Medical Officers of HOSPITAL.
 - b. To assist in the development of and follow written policies and procedural guidelines applicable to the DEPARTMENT which are in accord with current requirements and recommendations of the State of California and the Joint Commission.
 - c. To assist in the development of, update and maintain HOSPITAL's Family Medicine Residency Program curriculum for teaching of urology practice and procedures to the resident physician staff in preparation for their practice as family physicians, and to assure that residents are appropriately supervised during their provision of all urology services and that curriculum objectives are fulfilled.
 - d. To assist in the development of educational programs for other allied health professional personnel such as nurse practitioners, nurses, and technicians.
 - e. To represent HOSPITAL within the medical community as Attending Physician, Urology Services.

- f. To provide appropriate patient care in accordance with the Quality Assurance and Utilization Review plans of HOSPITAL.
 - g. To assure that effective peer review of urology services is being conducted according to Medical Staff guidelines.
 - h. To assist in cost savings strategies while maintaining high performance in the provision of urology services at HOSPITAL.
3. CONTRACTOR shall cooperate with and assist other members of the Medical Staff of HOSPITAL in preparation of clinical reports for publication and CONTRACTOR will use his best efforts to enhance the reputation of the Medical Staff in the field of unusual or interesting studies made on their service.
 4. 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.
 5. CONTRACTOR's time will be allocated in approximately the following manner:

Hospital Services	5%
Patient Services	90%
Research	0%
Teaching	5%
TOTAL	100%

CONTRACTOR will maintain, report, and retain time records, in accordance with the requirements of federal and state laws, as specified by AGENCY. In particular, 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 HOSPITAL Chief Executive Officer or designee.

6. CONTRACTOR agrees to treat patients without regard to patients' 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 CONTRACTOR, as a physician, and CONTRACTOR may not substitute service by another physician without written approval of the Chief Medical Officer of HOSPITAL.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

1. Call Services: CONTRACTOR shall be paid for call based on the following rates:

Day	Call Coverage Description	Compensation Per Shift
Weekday	Monday - Friday, 5:00 PM-7:00 AM	
Weekend / Holidays	Saturday 7:00 AM through Monday 7:00 AM; Holidays 24 hours	

CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include a work log, schedule of days worked, or patients seen, as applicable. As backup for call coverage, CONTRACTOR shall attach the monthly schedule from the AMiON scheduling system to the monthly invoice. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Executive Officer or HOSPITAL Chief Medical Officer on a monthly basis and attached to the monthly invoice.

2. Clinic, Urgent Surgical Procedures and HOSPITAL Consultations: CONTRACTOR shall have the ability to earn compensation based on Work Relative Value Units (“Work RVUs”). Work RVUs are mutually agreed to be those Work RVUs defined by Centers for Medicare and Medicaid Services (CMS), Area 17, and published in the Federal Register, for work performed by the physician, exclusive of advanced practice providers and using Current Procedural Terminology (CPT) code modifiers as appropriate. Work RVUs used in this calculation shall be updated and become effective once the data is issued by Medicare and AGENCY’s reporting systems are updated.

CONTRACTOR shall receive compensation, calculated and paid monthly, only for Work RVUs related to clinic services, urgent surgical procedures and HOSPITAL consultations provided by CONTRACTOR. Work RVUs shall be paid at a rate of [REDACTED] dollars ([REDACTED]) per work RVU. Calculation of total Work RVUs shall take place within thirty (30) days following the end of each month.

Reports of Work RVU performance will be produced centrally as defined by AGENCY and will be distributed to CONTRACTOR. In the event that said Work RVU reports are not available in a timely manner and through no fault of CONTRACTOR, CONTRACTOR shall receive an estimated payment based on manual calculations of Work RVUs for urgent surgical procedures and HOSPITAL consultations. Said payment shall be adjusted upon receipt of Work RVU data and payment adjustment, whether up or down, shall be made as soon as the data is available. Any repayment due to AGENCY shall be made within thirty (30) days of reconciliation of actual data.

CONTRACTOR shall track and prepare a monthly detailed summary of activities performed

to include a work log, schedule of days worked, or patients seen, as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Executive Officer or HOSPITAL Chief Medical Officer on a monthly basis and attached to the monthly invoice.

3. Teaching New Physician: CONTRACTOR shall be paid at the rate of [REDACTED] dollars ([REDACTED]) per hour for orientation and teaching of new urology physician.
4. 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 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.
5. 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 for a selected one (1) week period each month at the time payment is due, 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. The AGENCY shall pay no interest on any payment which has been withheld in this manner.
6. The compensation specified above shall constitute the full and total compensation from 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. Inpatient attending rounds compensation is considered to be included within the compensation for surgical services.
7. 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.