

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

This Fourth 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 January 1, 2024, as follows:

- A. Exhibit A, Participating Physicians, shall be replaced in its entirety with the attached Exhibit A.
- 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.

**[\[Remainder of Page Intentionally Left Blank – Signature Page Follows\]](#)**

IN WITNESS WHEREOF, the parties hereto execute this Fourth 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

AGENCY:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
HCA DIRECTOR or DESIGNEE

**EXHIBIT A**  
**PARTICIPATING PHYSICIANS**

Adnan Ameer, M.D.

**ATTACHMENT I**  
**RESPONSIBILITIES OF CONTRACTOR**

It is mutually agreed that CONTRACTOR shall have the following responsibilities relative to the gastroenterology program of AGENCY.

1. AGENCY shall designate Kip Lyche, Charles L. Menz, M.D., Benito Pedraza, M.D., Chetan Gondha, M.D., Joel A. Alpern, M.D., and Laya Nasrollah, M.D. as Attending Physicians, Gastroenterology Call Services.
2. CONTRACTOR shall assure that adequate and appropriate physician call coverage, for emergency room gastroenterology services, is available as provided below, through a system of primary and secondary call, with a response time of no more than thirty (30) minutes. CONTRACTOR shall provide:
  - a. Weeknight coverage:
    - i. Effective July 1, 2023, through December 31, 2023: Monday through Thursday, starting at 5 PM and ending at 8 AM the next morning, for a minimum of one hundred five (105) days.
    - ii. Effective January 1, 2024, through June 30, 2024: Monday through Thursday, every other week, starting at 5 PM and ending at 8 AM the next morning, for a minimum of fifty-two (52) days.
    - iii. Effective July 1, 2024, through June 30, 2025, and any fiscal year thereafter: Monday through Thursday, every other week, starting at 5 PM and ending at 8 AM the next morning, for a minimum of one hundred five (105) days per fiscal year.
  - b. Weekday coverage: Effective July 1, 2023, through December 31, 2023, Monday through Thursday, starting at 7 AM and ending at 5 PM, as needed, for up to a maximum of twenty-one (21) days.
  - c. Friday coverage:
    - i. Effective January 1, 2024, through June 30, 2024: Friday nights, starting at 5 PM and ending at 8 AM the next morning, every other Friday, for a minimum of thirteen (13) Fridays.
    - ii. Effective July 1, 2024, through June 30, 2025, and any fiscal year thereafter: Friday nights, starting at 5 PM and ending at 8 AM the next morning, every other Friday, for a minimum of twenty-six (26) Fridays per fiscal year.
  - d. Weekend coverage:
    - i. Effective July 1, 2023, through December 31, 2023: starting on Friday at 12 PM and ending on Monday at 7 AM, for a minimum of eighty (80) days.
    - ii. Effective January 1, 2024, through June 30, 2024: starting on Saturday at 8 AM and ending on Monday at 8 AM, for a minimum of fifty-two (52) days.
    - iii. Effective July 1, 2024, through June 30, 2025: starting on Saturday at 8 AM and ending on Monday at 8 AM, for a minimum of one hundred four (104) days per fiscal year.

3. CONTRACTOR shall provide coverage for ERCP procedures. In addition, CONTRACTOR shall provide inpatient consultation, emergency room consultation, and urgent and emergent gastroenterology procedures during the times listed under Paragraphs 2(a), 2(b) and 2(c). During weekday coverage listed under Paragraph 2(b), in addition to the above duties, CONTRACTOR may schedule Elective Services.
4. CONTRACTOR shall represent HOSPITAL within the medical community as Attending Physicians, Gastroenterology Call Services.
5. CONTRACTOR shall provide patient care in accordance with the Quality Assurance and Utilization Review plans of HOSPITAL.
6. CONTRACTOR shall participate in peer review of gastroenterology services in accordance with Medical Staff guidelines.
7. 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.
8. 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. AGENCY may amend the allocation of CONTRACTOR's time with written notice by the HOSPITAL Chief Medical Officer.

9. CONTRACTOR agrees to treat patients without regard to a patient's race, ethnicity, religion, national origin, citizenship, age, gender, 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.
10. 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 regulation 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 Measures and Patient Safety Goals.

By this Agreement, AGENCY contracts for the services of CONTRACTOR, as physicians, and CONTRACTOR may not substitute service by another physician without written approval of the

Chief Medical Officer of HOSPITAL.

**ATTACHMENT II**  
**COMPENSATION OF CONTRACTOR**

CONTRACTOR shall be paid according to the following:

1. Call Services: Effective July 1, 2023, through December 31, 2023, CONTRACTOR shall be paid for gastroenterology call services, as detailed in Attachment I, based on the following schedule:

Type of Call Coverage			Compensation
Weekday nightly	Monday - Thursday	5PM - 8 AM	■
Weekday daytime (coverage for FT GI MD time off)	Monday - Thursday	7 AM - 5 PM	■
Weekend	Friday - Monday	12PM - 7AM	■
Plus 1 extra day for Thursday, February 29, 2024, leap year, up to a max of \$750	Thursday	5PM – 8AM	■

Provision of fewer services than stated will result in a proportionate pro-rata reduction in this fee.

2. Call Services: Effective January 1, 2024, through June 30, 2024, and any fiscal year thereafter, CONTRACTOR shall be paid for gastroenterology call services, as detailed in Attachment I, based on the following schedule:

Type of Call Coverage			Compensation
Weekday nightly	Monday - Thursday	5PM - 8AM	■
Friday night	Friday	5PM- 8 AM	■
Weekends daily and Holidays (24 hours)	Saturday - Sunday	8AM - 8AM (next day)	■

Provision of fewer services than stated will result in a proportionate pro-rata reduction in this fee.



3. 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	■
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.	■
	Colonoscopy to include biopsy, dilatation, etc.	■
	Flexible sigmoidoscopy to include biopsy, dilatation, etc.	■
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	■
Elective Services	Services initiated in CONTRACTOR's private office with follow up surgical services rendered at Hospital	■

4. 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.
5. 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.
6. 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.

7. CONTRACTOR may, with the written approval of the Chief Medical Officer 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).
8. 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 Chief Medical Officer. AGENCY shall pay no interest on any payment which has been withheld in this manner.
9. 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.
10. 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.