

**SECOND AMENDMENT TO AGREEMENT FOR  
MEDICAL DIRECTOR, PAIN MANAGEMENT SERVICES**

This Second Amendment to the Agreement for Medical Director, Pain Management 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 George Chang Chien Inc, a duly licensed physician or duly formed California Professional Corporation (“CONTRACTOR”).

**Agreement**

The parties hereby agree that the referenced Agreement is amended effective December 1, 2022, as follows:

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

Except as 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: George Chang Chien Inc.

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

By: \_\_\_\_\_  
George Chang Chien, D.O., CEO

Address: 1038 Loma Lisa Ln,\_\_\_\_\_

Arcadia, CA 91006\_\_\_\_\_

Tax ID # \_\_\_\_\_

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AGENCY:

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

By: \_\_\_\_\_  
HCA AGENCY DIRECTOR OR DESIGNEE

## **ATTACHMENT II**

### **COMPENSATION FOR CONTRACTOR**

CONTRACTOR shall be paid for services under this Agreement as follows:

1. Base Fee: CONTRACTOR shall be paid twenty eight thousand four hundred sixteen dollars and sixty six cents (\$28,416.66) per month ("BASE FEE") for those services pertaining to the assigned duties described in Attachment I. Provision of fewer hours or services than described above may result in a prorating of the BASE FEE. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of procedures, number of clinics, calendar of clinics and operating room procedures, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the AMBULATORY CARE Chief Medical Director or AMBULATORY CARE Chief Executive Officer on a monthly basis and attached to the monthly invoice. The maximum amount be paid under this paragraph is three hundred forty one thousand dollars (\$341,000) per fiscal year.
2. Medical Director: CONTRACTOR shall be paid one thousand dollars (\$1,000) per month as compensation for the duties of Medical Director, Pain Management. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts reviews, education and training, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the AMBULATORY CARE Chief Medical Director or AMBULATORY CARE Chief Executive Officer on a monthly basis and attached to the monthly invoice. The maximum amount to be paid under this paragraph shall not exceed twelve thousand dollars (\$12,000) per fiscal year.
3. Reimbursable Expenses: CONTRACTOR shall be reimbursed up to one thousand dollars (\$1,000) per month for health care premiums. CONTRACTOR is required to submit separate standalone invoices for reimbursement of health care premiums and proof of payment documentation for those health care premiums. Health care premiums must not be combined-billed with services rendered invoices. Reimbursable expenses shall be reviewed and approved by the AMBULATORY CARE Chief Medical Director or AMBULATORY CARE Chief Executive Officer on a monthly basis and attached to the monthly reimbursable expenses invoice. The maximum amount to be paid under this paragraph shall not exceed twelve thousand dollars (\$12,000) per fiscal year.
4. Productivity: 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 Medicare 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 additional compensation, calculated and paid bi-annually, for clinical services delivered by CONTRACTOR. Work RVUs produced by CONTRACTOR under this Agreement shall be paid based on the following:

	Bi-annual Baseline Work RVU		Dollar per Work RVU	Maximum Incentive
FY 2022-2023 and any fiscal year thereafter	Above 1,700 for 6 mo. period		\$30	Up to \$84,000

Work RVUs shall be paid at a rate of thirty dollars (\$30) per work RVU in excess of the baseline Work RVU. Calculation of total Work RVUs shall take place within forty-five (45) days following the end of the payable six-month period.

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 the prior six-month period, or if no prior six-month period, then the bi-annual maximum shall be paid. 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 to AGENCY shall be made within thirty (30) days of reconciliation of actual data. Work RVUs for work performed for additional compensation within AGENCY under separate/secondary contract(s) shall be deducted from the Work RVU totals prior to calculation of the Work RVU bonus to be paid under this Agreement. CONTRACTOR shall communicate, in writing, the terms of all such secondary contracts to AGENCY for this purpose.

The maximum amount to be paid under this paragraph shall not exceed one hundred sixty eight thousand dollars (\$168,000) per fiscal year.

5. To receive payments, CONTRACTOR must submit an invoice, within thirty (30) days 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.
6. 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 year 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 suspension(s) are lifted, the documentation completed, or payment is authorized by the Administrator or Medical Director of HOSPITAL. AGENCY shall pay no interest on any payment which has been withheld in this manner.
7. The compensation(s) specified above shall constitute the full and total compensation for all services, including without limitation, administrative, teaching, research, if received under this Agreement, and professional, to be rendered by CONTRACTOR, pursuant to this Agreement.

8. 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.
9. The maximum amount to be paid under this Agreement is five hundred thirty three thousand dollars (\$533,000) per fiscal year.