

**THIRD AMENDMENT TO AGREEMENT FOR
MEDICAL DIRECTOR OF PAIN MANAGEMENT SERVICES**

This Third Amendment to “Agreement for Medical Director of Pain Management Services,” effective September 1, 2015 (“Agreement”), is made and entered into by and among the COUNTY OF VENTURA, a political subdivision of the State of California (“AGENCY”), and George Chang Chien Inc, a duly formed California Professional Corporation (“CONTRACTOR”).

Agreement

The parties hereby agree that the referenced Agreement is amended effective July 1, 2019, as detailed below:

1. All references in the Agreement to “George Chang Chien, Inc.” are hereby changed to “George Chang Chien Inc” (in recognition that CONTRACTOR’s legal name does not include a comma or period).
2. The Agreement, subject to all necessary budgetary approvals by the Ventura County Board of Supervisors, is hereby extended through June 30, 2020. Then, unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the annual renewal date, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, the Agreement shall then be extended for up to two (2) additional periods of one (1) year each.
3. Attachment II, Compensation of CONTRACTOR, shall be replaced with the attached.

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 have executed this Third Amendment on the dates written below.

CONTRACTOR: George Chang Chien Inc

Date: _____

By: _____
George Chang Chien, D.O., President

TIN: _____

Address: _____

AGENCY:

Date: _____

By: _____
Health Care Agency Director or Designee

ATTACHMENT II
COMPENSATION FOR CONTRACTOR

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

1. Base Fee: CONTRACTOR shall be paid twenty seven thousand five hundred eighty three dollars and thirty three cents (\$27,583.33) per month (“BASE FEE”) for those services pertaining to the assigned duties described in Attachment I. Provision of fewer hours or service than described above may result in a prorating of the contracted rate. The maximum amount be paid under this paragraph is three hundred thirty one thousand dollars (\$331,000) 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 of Pain Management. 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. 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. 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 annually, for clinical services delivered by CONTRACTOR. Work RVUs produced by CONTRACTOR under this Agreement shall be paid based on the following:

The following table reflects the baseline Work RVUs and target Work RVUs by year.

| | Baseline Work RVU | Target Work RVU | Dollar per Work RVU | Maximum Incentive |
|--------------|-------------------|-----------------|---------------------|-------------------|
| FY 2019-2020 | 3,200 | 3,700 | \$20 | \$10,000 |
| FY 2020-2021 | 3,200 | 4,200 | \$20 | \$20,000 |
| FY 2021-2022 | 3,200 | 4,700 | \$20 | \$30,000 |

Work RVUs shall be paid at a rate of twenty dollars (\$20) per work RVU in excess of the

baseline Work RVU amount and up to the target Work RVU amount. Calculation of total Work RVUs shall take place no sooner than forty-five (45) days following the end of the fiscal year.

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 year, or if no prior year, then the yearly 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 payback to AGENCY shall be made within forty five (45) 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.

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. The maximum amount to be paid under this Agreement shall not exceed three hundred sixty five thousand dollars (\$365,000) for the period of July 1, 2019 to June 30, 2020. The maximum amount to be paid under this Agreement shall not exceed three hundred seventy five thousand dollars (\$375,000) for the period of July 1, 2020 to June 30, 2021. The maximum amount to be paid under this Agreement shall not exceed three hundred eighty five thousand dollars (\$385,000) for the period of July 1, 2021 to June 30, 2022.