

**SECOND AMENDMENT TO AGREEMENT FOR  
INTERVENTIONAL RADIOLOGY AND MEDICAL DIRECTOR - SANTA  
PAULA HOSPITAL IMAGING SERVICES**

This Amendment to "Agreement for Interventional Radiology and Medical Director – Santa Paula Hospital Imaging Services," effective January 1, 2009 ("Agreement"), is made and entered into by and between the COUNTY OF VENTURA, a legal subdivision of the State of California ("AGENCY"), and Lawrence Chespak, M.D., A.P.C., a duly licensed California Physician or duly formed California Professional Corporation ("CONTRACTOR").

**Agreement**

The parties hereby agree that the referenced Agreement is amended effective January 1, 2010, as detailed below:

- A. This Agreement shall remain in effect through June 30, 2010. Then, unless terminated in writing by either party at least thirty (30) days prior to the renewal date, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, this Agreement may then be extended for two (2) additional periods of one (1) year. The Director of the Health Care Agency, or designee, shall have the authority to approve such extensions.
- B. Exhibit A: "Participating Physicians" shall be added to the Agreement.
- C. Attachment I: "Responsibility of Contractor" shall be replaced in its entirety with the following.
- D. Attachment II: "Compensation of Contractor," shall be replaced in its entirety with the following.
- E. Except as is expressly amended herein, all other terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF the parties hereto have executed this Amendment on the dates written below:

Dated: November 6, 2009

By:   
Lawrence Chespak, M.D.

Dated: 12/17/09

By:   
HCA Director or Designee

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

1. Richard Alberts, M.D.
2. Michael Kupfer, M.D.
3. Eric Wallace, M.D.
4. Raymond Reiman, M.D.

**ATTACHMENT I**  
**TO AGREEMENT FOR INTERVENTIONAL RADIOLOGY AND MEDICAL DIRECTOR –**  
**SANTA PAULA HOSPITAL IMAGING SERVICES**  
**RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR shall be designated as Interventional Radiologist at Ventura County Medical Center and Medical Director of Imaging Services at the Santa Paula Hospital campus of HOSPITAL.
- B. CONTRACTOR may hire and manage the work of one or more board certified or board eligible interventional radiologist(s), to assist in fulfilling the duties detailed herein. CONTRACTOR shall compensate these radiologists from the funds available under this Agreement, as detailed in Attachment II, Compensation of CONTRACTOR. These radiologists shall be bound by the terms of this Agreement by way of subcontracts or employment agreements between them and CONTRACTOR. Those who so subcontract or who shall so be employed shall hereinafter be referred to as "Participating Providers," and shall be listed in Exhibit "A" to this Agreement, and are subject to prior written approval by AGENCY. CONTRACTOR shall provide AGENCY with written notice of changes in the "Participating Physicians".
- C. CONTRACTOR shall have the following responsibilities relative to the services provided at Santa Paula Hospital:
1. CONTRACTOR shall be responsible for the management and professional supervision of the Radiology program at HOSPITAL. CONTRACTOR shall be responsible for personally or coordinating with Participating Physicians listed in Exhibit A to provide necessary clinical radiology services to HOSPITAL and AMBULATORY CARE. These services include the following clinical responsibilities:
    - a. To assure adequate and appropriate physician coverage for all Radiology services is available, 24 hours per day, 7 days per week, through a system of primary and secondary call.
    - b. To provide clinical services which shall include but not be limited to:
      - i.) Diagnostic Radiology services, including mammography, plain radiography, fluoroscopic studies and other therapeutic and diagnostic procedures as appropriate to CONTRACTOR's specialty and medical staff privileges.
      - ii.) CONTRACTOR shall provide technical and clinical supervision of Radiology Technologists employed by AGENCY in the provision of Radiology services.
      - iii.) Emergency room coverage and consultation.
    - c. It is mutually understood and agreed that neither AGENCY nor CONTRACTOR shall establish a free standing imaging center to include MRI without the approval of the other.

D. CONTRACTOR shall have the following additional specific responsibilities for the AGENCY as a whole:

1. To assure adequate and appropriate physician coverage for all Interventional Radiology (I.R.) services is available, 24 hours per day, 7 days per week, through a system of primary and secondary call. It is mutually understood that certain I.R. services will need to be referred out of the system and that these referrals shall be paid for directly by AGENCY via separate agreements with the necessary service providers.
2. To provide clinical services which shall include but not be limited to:
  - i.) Interventional Radiology – Invasive radiology procedures including but not limited to, biopsy of internal organs, placement of deep drains, vascular procedures, vascular access and the performance of invasive procedures related to women's health and pain management.
  - ii.) Ultrasound Services – Ultrasound services including interpretation of ultrasounds and all non –invasive vascular studies on behalf of AGENCY. Ultrasound services provided under this clause shall be performed at AGENCY's Ventura County Medical Center (VCMC).
  - iii.) Imaging services for AGENCY's outpatient clinic sites as mutually agreed.
3. It is mutually understood and agreed that AGENCY shall not contract with additional providers for the services defined herein without the mutual consent of CONTRACTOR.

E. CONTRACTOR shall have the following additional global responsibilities under this Agreement:

1. It is understood that CONTRACTOR may contract with or employ others who shall assist CONTRACTOR in the performance of this Agreement as discussed in Article FIRST of this Agreement. Those subcontractors or employees are subject to prior approval of the AGENCY and it shall be CONTRACTOR's responsibility to evaluate and credential each in cooperation with the HOSPITAL Medical Staff Office.
2. CONTRACTOR shall provide technical and clinical supervision of Radiology Technologists employed by AGENCY in the provision of Radiology services.
3. Emergency room coverage and consultation.
4. CONTRACTOR shall participate in both formal as well as informal Radiology education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
5. CONTRACTOR shall assure that residents are appropriately supervised during their provision of all Radiology services and that curriculum objectives are fulfilled.
6. CONTRACTOR shall assist in the development of educational programs for other allied health professional personnel such as nurse practitioners, nurses, and technicians.
7. CONTRACTOR shall perform thoughtful and timely evaluation of resident performance through

evaluation forms and other such activities or evaluation methods as might be requested by the Family Medicine Residency Director.

8. 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 best efforts to enhance the reputation of the Medical Staff in the field of unusual or interesting studies made on their service.
9. AGENCY shall provide Teleradiology night call coverage for those radiology services amenable to this technology. Teleradiology night call coverage shall be provided from 6:00 P.M. to 7:00 A.M., daily and from Noon to 6pm on Saturdays and Sundays. AGENCY agrees to notify CONTRACTOR of its decision to discontinue Teleradiology coverage coincident with notice required by AGENCY's contract with Teleradiology service provider.
10. CONTRACTOR shall assist AGENCY in developing and maintaining written policies and procedural guidelines applicable to the Radiology Department which are in accord with current requirements and recommendations of the State of California and the Joint Commission, and in assuring that the Radiology Department functions in conformance with the written policies and procedures.
11. CONTRACTOR shall represent HOSPITAL within the medical community as Medical Director – Interventional Radiology and Medical Director - Santa Paula Hospital Imaging Services.
12. CONTRACTOR shall monitor and evaluate the quality and appropriateness of patient care provided by the Radiology Department, in accordance with the Quality Assurance and Utilization Review plans of HOSPITAL.
13. CONTRACTOR shall assure that effective peer review of Radiology services is being conducted through the Medicine Committee and in accordance with medical staff guidelines.
14. CONTRACTOR shall assist in the financial review and the performance review of the Radiology Department and the entire provision of Radiology services at HOSPITAL. AGENCY will provide the reports necessary for this review. CONTRACTOR will participate in the development and implementation of an annual business plan for HOSPITAL and AMBULATORY CARE in the area of Radiology services. AGENCY will provide the reports necessary for this review.
15. CONTRACTOR shall provide continuous services as detailed above for 52 weeks per year.
16. 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. CONTRACTOR's time will be allocated in approximately the following manner:

Hospital Services	5%
Patient Services	95%
Research	0%
Teaching	0%
TOTAL	100%

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. AGENCY may amend the allocation of CONTRACTOR's time with written notice by the Director of the Health Care Agency.

17. 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 mental handicap is medically significant to the provision of appropriate medical care to the patient.
18. To receive payments, CONTRACTOR must submit an appropriate invoice within thirty (30) days of provision of said service to include accurate patient information, electronic documentation in Meditech for all inpatient services, typed medical reports for all outpatient services, claims coded in compliance with the Standard Billing Guidelines to include appropriate modifiers and in observance of the Correct Coding Initiative Edits. Invoices received after that time or invoices received without appropriate documentation may be denied by AGENCY as late. AGENCY shall pay the compensation due pursuant to the claim within thirty (30) days after the submission of claim.
19. CONTRACTOR shall furnish, and shall properly document the provision of, all services requested or otherwise required by this Agreement. In this regard, CONTRACTOR shall only provide that care which is required due to the emergency nature of any case, or such elective services as shall have been pre-approved, by HOSPITAL, to be furnished. The request for, and the documentation of, the approval of such elective services shall be through the regular Utilization Review (UR) process of HOSPITAL, using its system of Internal Utilization Requests (IUR), CCS, or other third party payor as required.
20. By this Agreement, AGENCY contracts for the services of Lawrence Chespak, M.D., as a physician, and CONTRACTOR may not substitute service by another physician without written approval of the Medical Director of HOSPITAL.

**ATTACHMENT II**  
**TO AGREEMENT FOR INTERVENTIONAL RADIOLOGY AND MEDICAL DIRECTOR –**  
**SANTA PAULA HOSPITAL IMAGING SERVICES**  
**COMPENSATION OF CONTRACTOR**

1. CONTRACTOR shall be paid according to the following:
  - A. A one time payment of two hundred twelve thousand five hundred dollars and two cents (\$212,500.02) will be made on or about January 15, 2010 and will represent final and full compensation for Interventional Radiology services rendered by CONTRACTOR prior to January 1, 2010.
  - B. For services performed as Medical Director – Interventional Radiology and Medical Director - Santa Paula Hospital Imaging Services, CONTRACTOR shall receive one thousand dollars (\$1,000) per month compensation. Maximum payment under this section shall not exceed six thousand dollars (\$6,000) for the period of January 1, 2010 through June 30, 2010 and shall not exceed twelve thousand dollars (\$12,000) for any fiscal year thereafter.
  - C. CONTRACTOR shall be paid the sum of seventy thousand eight hundred thirty three dollars and thirty four cents (\$70,833.34) for provision of Interventional Radiology services personally and by the Participating Physicians listed in Exhibit A. In the event that fewer services are provided in any contact year, payments may be prorated for partial months of services, and/or a contract year end reconciliation with recoupment, at the discretion of AGENCY. Maximum payment under this section shall not exceed four hundred twenty five thousand dollars and four cents (\$425,000.04) for the period of January 1, 2010 through June 30, 2010 and shall not exceed eight hundred fifty thousand dollars and eight cents (\$850,000.08) for any fiscal year thereafter.
  - D. CONTRACTOR shall be paid the sum of ten thousand dollars (\$10,000) per month for provision of Ultrasound services at AGENCY's Ventura County Medical Center (VCMC). Payment may be prorated for partial months of service or if fewer services are provided. Maximum payment under this section shall not exceed sixty thousand dollars (\$60,000) for the period of January 1, 2010 through June 30, 2010 and shall not exceed one hundred and twenty thousand dollars (\$120,000) for any fiscal year thereafter.
  - E. CONTRACTOR will directly bill the professional component of all charges to the applicable payer, for all services excluding those detailed specifically in paragraphs F and G below, and CONTRACTOR will be responsible for the collection of such fees. All such charges for the professional services of CONTRACTOR shall be billed and collected by CONTRACTOR in accordance with AGENCY billing practices and programs, applicable laws, customs, and professional practice. AGENCY neither has, nor desires to have, any interest in the billing or collection of such professional fees by CONTRACTOR, and CONTRACTOR shall, at his risk and responsibility, accept that responsibility. AGENCY makes no warranty or guarantee as to any fees which shall be obtained by CONTRACTOR.
  - F. AGENCY shall directly bill and collect for all components, both professional and technical, of the ultrasound and interventional radiology services provided at VCMC. It is mutually understood CONTRACTOR shall bill for any such services performed at the Santa Paula Hospital Campus and that the payment defined in paragraphs C and D above is full payment for CONTRACTOR's ultrasound and interventional radiology services performed at VCMC.



- G. CONTRACTOR shall directly bill AGENCY for mammography studies performed for patients who are without third party insurance, for AGENCY's Cash Pay Urgent Care Patients and for imaging studies related to AGENCY employee physicals. CONTRACTOR shall be reimbursed by AGENCY at a flat rate of thirty dollars (\$30) per study. CONTRACTOR shall directly bill AGENCY for professional services provided to patients covered by Seaview and Valley Care IPA patients in the Santa Clara Valley service area, and/or any other approved services. AGENCY shall reimburse contractor at 70% of current Allowable Medicare for Area 17. Maximum payment under this section shall not exceed twenty seven thousand five hundred dollars (\$27,500) for the period of January 1, 2010 through June 30, 2010 and shall not exceed fifty five thousand dollars (\$55,000) for any fiscal year thereafter.
2. The criteria and/or measurement methodologies for the compensation outlined above may be modified by mutual written consent of CONTRACTOR and the AGENCY Director or designee at any time subject to the MAXIMUM FEE listed in paragraph 6.
  3. To receive payments from AGENCY as defined above, CONTRACTOR must submit an appropriate claim and/or invoice, and documentation to AGENCY's Physician Management Department, within thirty (30) days of provision of service. Claims received after that time may be denied by AGENCY as late. AGENCY shall pay the compensation due pursuant to the claim within (30) days of receipt of the claim.
  4. The compensation specified above shall constitute the full and total compensation 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
  5. If CONTRACTOR is under suspension from the Medical Staff or if CONTRACTOR has not fully completed the proper documentation of the services provided, according to the Bylaws and the Rules & Regulations of the Medical Staff of HOSPITAL, then monthly payment may be withheld until the respective suspensions(s) are lifted, the documentation completed, or payment is authorized by the Administrator or Medical Director of HOSPITAL.
  6. The maximum amount ("MAXIMUM FEE") to be paid under this Agreement during January 1, 2010 through June 30, 2010 shall not exceed seven hundred thirty one thousand dollars and six cents (\$731,000.06) and shall not exceed one million thirty seven thousand dollars and eight cents (\$1,037,000.08) for any subsequent fiscal year thereafter.