

**FIRST AMENDMENT TO AGREEMENT FOR
MEDICAL DIRECTOR AND ATTENDING PHYSICIANS,
RADIOLOGY SERVICES**

This First Amendment to “Agreement for Medical Director and Attending Physicians, Radiology 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 Renaissance Imaging Medical Associates, Inc. (“CONTRACTOR”).

Agreement

The parties hereby agree that the referenced Agreement is amended effective February 1, 2023, as follows:

- A. The Agreement, subject to all necessary budgetary approvals by the Ventura County Board of Supervisors, shall remain in effect through June 30, 2023. Then, unless either party provides notice of its intent not to renew at least ninety (90) days prior to the renewal date, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, this Agreement shall then be extended for up to three (3) additional periods of one (1) year each.
- B. Exhibit A, Participating Physicians, shall be replaced in its entirety with the attached Exhibit A.
- C. Attachment I, Responsibilities of CONTRACTOR, shall be replaced in its entirety with the attached Attachment I.
- D. 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 First Amendment on the dates written below:

CONTRACTOR:

Dated: _____ By: _____
Jennifer Hill, M.D., President.

TIN#: 95-4747393

Address: _____

AGENCY:

Dated: _____ By: _____
HCA Director or Designee

EXHIBIT A
PARTICIPATING PHYSICIANS
As of 2/7/2023

Medical Director: Michael Hepfer, M.D.

Attending Physicians:

1. Abdominal Imaging:
 - Matthew Carr, MD
 - Eugene Choi, MD
 - Lara Eisenberg, MD
 - Rana Fattahi, MD
 - Stephen Fine, MD
 - Dara Ghasemizadeh, MD
 - Chao-Hsu Liu, MD
 - Jason Lue, MD
 - Amir Momtahn, MD
 - Rosaleen Parsons, MD
 - Lucas Payor, MD
 - Douglas Rusnack, MD
 - John Swift, MD
 - Claudia Sadro, MD
 - Mark Beller, MD
 - Abdullah Malkawi, MD
 - Randel Patten, MD

2. Breast Imaging:
 - Waad Haana, MD
 - Michael Zaghi, MD
 - John Lin, MD
 - Karin Fu, MD
 - Linda Armstrong, MD
 - Rafik Zarifa, MD

3. General Radiology:
 - Victoria Nguyen, MD
 - Gerald Goldstein, MD
 - John Holden, MD
 - Bruce Matthews, MD
 - John McMahan, MD
 - Michael Pakdaman, MD
 - Armando Saltiel, MD

- Gary Wade, MD
- Szabolcs Mera, MD
- Zahlan Bassam, MD
- Dennis Kumura, MD
- Jeffrey Zuckerman, MD

4. Interventional and Cardiovascular Radiology:

- David Aufrichtig, MD
- Jeremy Chin, MD
- Martin Edwards, MD
- Michael Hepfer, MD
- Daniel Brunengraber, MD
- Juan Lois, MD
- Rajiv Pai, MD
- Nathanael Sabbah, MD
- Marcelo Spector, MD
- Anil Wadhvani, MD
- Su-Yu Li, MD
- Harun Ozer, MD
- Ibrahim Idakoji, MD
- Alexander Le, MD
- Michael Swikehardt, MD
- Gregory Vanley, MD
- Richard Alberts, MD

5. Musculoskeletal Radiology:

- Mauricio De La Lama, MD
- Andrew Deutsch, MD
- Ryan Franke, MD
- Steven Kussman, MD
- Tanya Tivorsak, MD
- Jaryd Yee, MD
- Abrar Khan, DO
- Michael Whiteside, MD

6. Neuroradiology:

- Dianna Chooljian, MD
- Vito Fodero, MD
- Dean Gardella, MD
- Hyojoon Hahn, MD
- Jennifer Hill, MD
- Alma Loya, MD
- Gagandeep Mangat, MD
- Farbod Nasser, MD
- Joseph Roco, MD

- Larry Sadler, MD
- Naomi Saenz, MD
- Nhan Tran, MD
- Ian Tseng, MD
- John Vu, MD
- Julie Sun, MD
- Matthew Alvin, MD
- Alexander Grimm, MD
- Vikram Sundaram, MD

7. Pediatric Radiology

- Kellie Greenblatt, MD

8. Nuclear Radiology:

- Olga Lyass, MD

ATTACHMENT I
RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall serve under the direction the HOSPITAL and AMBULATORY CARE Chief Executive Officers and HOSPITAL and AMBULATORY CARE Medical Directors and shall be responsible for the management and professional supervision of the DEPARTMENT.

1. AGENCY shall appoint CONTRACTOR as Medical Director and Attending Physicians of the DEPARTMENT, as described in Article 1, above. HOSPITAL reserves the right to remove and appoint the Medical Director and/or Attending Physicians, at the discretion of the HOSPITAL Medical Director.
2. CONTRACTOR shall name Michael Hepfer, M.D. as Medical Director, Interventional Radiology and Diagnostic Radiology. The Medical Director, Interventional Radiology and Diagnostic Radiology shall have the following responsibilities:
 - a. Strategic Vision: Establish the vision and strategic goals, both on a short and long term basis of the DEPARTMENT in line with the overall vision of AGENCY.
 - b. Quality and Safety:
 - i) Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and HOSPITAL and AMBULATORY CARE Medical Directors on measuring, assessing and improving quality and patient safety in collaboration with the Inpatient and Outpatient Quality Departments, including helping to identify and carry out performance improvement, encouraging best practices, supporting bundled care initiatives and developing clinical practice guidelines.
 - ii) Coordinate with other HOSPITAL departments regarding initiatives that are interdepartmental (SSI collaborative, throughput initiative).
 - c. Resource Allocation and Oversight:
 - i) Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and HOSPITAL and AMBULATORY CARE Medical Directors on resource allocation including staffing, space, capital equipment investment, supplies, medications and other resources to meet patient needs.
 - ii) Respond to resource shortages to ensure safe and effective care for all patients.
 - iii) CONTRACTOR shall provide oversight radiology services in HOSPITAL and AMBULATORY CARE.
 - d. Scheduling and oversight of all physician and nurse practitioners or physician assistants in the DEPARTMENT.

- e. Coordination and integration of the DEPARTMENT with all other departments of HOSPITAL.
 - f. Serve as chair of the Radiology Services Committee of HOSPITAL.
 - g. Recommending to HOSPITAL such equipment, space, supply, and personnel requirements as shall be necessary for the proper function of the DEPARTMENT.
 - h. Assistance in formulation of recommendations for the outpatient treatment of patients of HOSPITAL so as to maximize the efficiencies of DEPARTMENT operation and utilization.
 - i. Coordination and integration of interdepartmental and intradepartmental services.
 - j. Development and implementation of policies and procedures to guide and support the provision of services.
 - k. Recommending a sufficient number of qualified and competent persons to provide care and service, and determination of the qualifications and competence of such persons.
 - l. Continuous assessment and improvement of the quality of care and services provided, along with the maintenance of such quality control programs as are appropriate.
 - m. Orientation and continuing education of all persons in the DEPARTMENT, as is appropriate.
3. Clinical Services: CONTRACTOR shall be responsible for the management and professional supervision of the DEPARTMENT. This includes, but is not limited to, the following responsibilities:
- a. Provide at minimum six (6) fulltime equivalent (FTE) attending radiologists, one (1) FTE interventional radiologist and one (1) fulltime (FT) medical director to staff Ventura County Medical Center, Santa Paula Hospital, and the ambulatory clinic system. CONTRACTOR will provide appropriate coverage through regular scheduling, and providing on-call services twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty five/three hundred sixty six (365/366) days per year.
 - b. Inpatient advanced imaging stat reads, including overnight reads, to be performed in less than one (1) hour and x-rays, to be performed in less than two (2) hours.
 - c. AMBULATORY CARE Urgent Care stat services shall be performed within four (4) hours.
 - d. Assist in the development and ongoing review of 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, and to assure that the DEPARTMENT functions in conformance with the written policies and procedures.

- e. Develop, update and maintain the DEPARTMENT curriculum for 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 services and that curriculum objectives are fulfilled.
- f. Ensure compliance with the following Quality Metrics:
 - i. Interventional Radiology (IR) response time of sixty (60) minutes or less for trauma/hemorrhage from time of request to arterial puncture, per ACS requirement, to be performed 90% of the time.
 - ii. AMBULATORY CARE radiology services readings to be performed within 48 weekday hours (during weekdays 8 AM to 5 PM, Monday through Friday) for non-stat radiological reads, greater than 85% of the time.
 - iii. Emergency Department advanced imaging stat reads, including overnight reads, to be performed in less than one (1) hour and x-rays, to be performed in less than two (2) hours, greater than 85% of the time.
 - iv. Peer Review: Timely provision of radiologist peer review activities with overall compliance of greater than 85% of the time.
- g. Assist in the development and ongoing review of quality assurance mechanisms such as medical chart review, direct supervision, or other methods which may serve to monitor efficiency and quality of emergency services rendered to HOSPITAL.
- h. Assist in the development of educational programs for other allied health professional personnel such as nurse practitioners, nurses, and technicians.
- i. Represent HOSPITAL within the medical community as Director and Attending Physicians of the DEPARTMENT.
- j. Provide a leadership role within HOSPITAL's Medical Staff, including assignment of CONTRACTOR to a minimum of two Medical Staff committees per year.
- k. Monitor and evaluate the quality and appropriateness of patient care provided by the DEPARTMENT, in accordance with the Quality Assurance and Utilization Review plans of HOSPITAL.
- l. Comply and participate in HOSPITAL's efforts to participate in the Joint Commission Quality Core Measure as pertains to DEPARTMENT services and to participate in quality initiatives related to DEPARTMENT services that are sponsored by HOSPITAL's liability carrier.
- m. Assure that effective peer review of DEPARTMENT services is being conducted according to Medical Staff guidelines.
- n. Assist in the financial review and the performance review of the DEPARTMENT, and the entire provision of radiology services at HOSPITAL.

o. CONTRACTOR's time will be allocated in approximately the following manner:

	Director	Attending Physicians
Hospital Services	15%	0%
Patient Services	85%	100%
Research	0%	0%
Teaching	0%	0%
Total	100%	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. AGENCY may amend the allocation of CONTRACTOR's time with written notice to the Medical Director.

4. CONTRACTOR shall cooperate with and assist other members of the Medical Staff of HOSPITAL in preparation of clinical reports for publication, as permitted by law, 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.
5. CONTRACTOR agrees all Participating Physicians will be board certified in diagnostic radiology and fellowship trained in one of the following disciplines: neuroradiology, musculoskeletal radiology, abdominal imaging, cardiovascular and interventional radiology, pediatric radiology, nuclear medicine, breast imaging or general radiology.
6. CONTRACTOR agrees to treat patients without regard to 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, gender, 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 services of CONTRACTOR, and, except as provided herein, CONTRACTOR may not substitute service by another physician without written approval of the Medical Director of HOSPITAL.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

1. Dictation Services: Effective July 1, 2022 through January 31, 2023, CONTRACTOR shall be paid four thousand one hundred sixty six dollars and sixty six cents (\$4,166.66) per month for the costs of voice recognition dictation services provided by CONTRACTOR. The maximum amount to be paid under this paragraph is twenty nine thousand one hundred sixty six dollars and sixty seven cents (\$29,166.67).
2. VCMC Base: Effective February 1, 2023, and thereafter, CONTRACTOR will be paid twenty-four thousand three hundred fourteen dollars and sixty-seven cents (\$24,314.67) per month for the clinical responsibilities outlined in Attachment I performed at Ventura County Medical Center. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. The maximum compensation to be paid under this paragraph shall not exceed two hundred ninety-one thousand seven hundred seventy-six dollars and zero four cents (\$291,776.04) per fiscal year.
3. Interventional Radiology Services:
 - a. Effective July 1, 2022, through January 31, 2023, CONTRACTOR shall be paid twenty one thousand two hundred ninety one dollars and sixty six cents (\$21,291.66) per month for interventional radiology and administrative duties as outlined in Attachment I. The maximum amount to be paid under this paragraph for the period of July 1, 2022 through January 31, 2023, is one hundred forty-nine thousand forty-one dollars and sixty-seven cents (\$149,041.67).
 - b. Effective February 1, 2023, and thereafter, CONTRACTOR shall be paid thirty-three thousand seven hundred fifty dollars (\$33,750) per month for interventional radiology and administrative duties as outlined in Attachment I. The maximum amount to be paid under this paragraph is four hundred five thousand dollars (\$405,000) per fiscal year.
4. SPH Base: Effective February 1, 2023, and thereafter, CONTRACTOR will be paid three thousand six hundred fifteen dollars and ninety-two cents (\$3,615.92) per month for the clinical responsibilities outlined in Attachment I performed at Santa Paula Hospital. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. The maximum compensation to be paid under this paragraph shall not exceed forty three thousand three hundred ninety-one dollars and four cents (\$43,391.04) per fiscal year.
5. Ambulatory Care Services: Effective February 1, 2023, CONTRACTOR shall be paid nine dollars (\$9) per x-ray interpretation and fifteen dollars (\$15) per ultrasound interpretation for providing AMBULATORY CARE radiological services. CONTRACTOR shall track and

prepare a monthly detailed summary of activities performed. Details relevant to tasks performed shall be reviewed and approved by the AMBULATORY CARE Medical Director or AMBULATORY CARE Associate Chief Medical Officer on a monthly basis and attached to the monthly invoice. The maximum amount to be paid under this paragraph shall not exceed one hundred eighty thousand dollars (\$180,000) per fiscal year.

6. Medical Director Fee: Effective February 1, 2023, and thereafter, CONTRACTOR will be paid three thousand dollars (\$3,000) each month for services as Medical Director, Interventional Radiology and Diagnostic Radiology Services for HOSPITAL and AMBULATORY CARE. 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 HOSPITAL Chief Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. The maximum amount to be paid under this paragraph for the period of January 1, 2023, through June 30, 2023, is fifteen thousand dollars (\$15,000) and thirty six thousand dollars (\$36,000) per any fiscal year thereafter.

7. Quality Metrics: In addition to the above amounts, effective February 1, 2023, and thereafter, CONTRACTOR will be paid based on the following:

a. Interventional Radiology (IR) response time of 60 minutes or less for trauma/hemorrhage from time of request to arterial puncture, per ACS requirement, with score greater than >90% of the time.

IR response time for Trauma/Hemorrhage Cases	Score	Annual Payment	Quarterly Payment
Total Overall Score	>90%	\$83,791.25	\$20,947.81
Total Overall Score	80.01%-89.99%	\$62,843.44	\$15,710.86
Total Overall Score	≤80%	\$0.00	\$0
Fiscal Year Total		\$83,791.25	

b. Ambulatory Care non-stat radiology services readings to be performed within 48 weekday hours (during weekdays 8 AM to 5 PM, Monday through Friday) greater than 85% of the time. For example, if an exam is performed on Friday at 5 PM, the reading is to be performed within 48 hours of 8 AM the following Monday).

Ambulatory Care non-stat radiology services readings within 48 hours	Score	Annual Payment	Quarterly Payment
Total Overall Score	>85%	\$83,791.25	\$20,947.81
Total Overall Score	50.01%>84.9%	\$62,843.44	\$15,710.86

Total Overall Score	<50%	\$0.00	
Fiscal Year Total		\$83,791.25	

- c. Emergency Department, stat radiology services readings, including overnight radiology services readings, to be performed in less than one (1) hour and x-rays radiology services readings to be performed in less than two (2) hours, greater than 85% of the time.

Emergency Department, stat, overnight reads, completed in less than 1 hour, and x-rays radiology services readings completed in less than 2 hours	Score	Annual Payment	Quarterly Payment
Total Overall Score	>85%	\$83,791.25	\$20,947.81
Total Overall Score	50.01%>84.9%	\$62,843.44	\$15,710.86
Total Overall Score	<50%	\$0.00	\$0
Fiscal Year Total		\$83,791.25	

- d. Peer Review: Timely provision of radiologist peer review activities with overall compliance of greater than 85% of the time.

Peer Review Activities Compliance	Score	Annual Payment	Quarterly Payment
Total Overall Score	>85%	\$83,791.25	\$20,947.81
Total Overall Score	<84.9%	\$0.00	\$0
Fiscal Year Total		\$83,791.25	

The maximum amount to be paid under this paragraph is three hundred thirty five thousand one hundred sixty five dollars (\$335,165) per fiscal year.

6. In addition to the above amounts, CONTRACTOR shall bill and collect independently of AGENCY for professional components of all radiology services pursuant to Article 5, Obligations of CONTRACTOR, paragraph 2. AGENCY shall bill and collect for any technical fees.
7. 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.
8. To receive payments, CONTRACTOR must submit an invoice, within thirty (30) days of provision of service, to AGENCY at the following email address: physician.invoices@ventura.org. 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.

9. All payments by AGENCY shall be to an account designated by CONTRACTOR, which shall be responsible for distributing appropriate amounts to each Participating Physician. CONTRACTOR is responsible for establishing and administering said account, and CONTRACTOR shall not have any claim against AGENCY so long as AGENCY has made all necessary payments to said account.
10. If CONTRACTOR is under either administrative or summary 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 all compensation under this Agreement may be prorated until the respective performance issue is resolved, or payment is authorized by the HOSPITAL Chief Executive Officer or HOSPITAL Medical Director. AGENCY shall pay no interest on any payment that has been withheld in this manner.
11. 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.
12. The maximum amount to be paid under this Agreement for the period of July 1, 2022 through June 30, 2023, is seven hundred sixteen thousand two hundred sixty three dollars and thirty seven cents (\$716,263.37) and one million two hundred ninety one thousand three hundred thirty two dollars (\$1,291,332) any fiscal year thereafter.