

**FIFTH AMENDMENT TO AGREEMENT FOR OBSTETRICS AND GYNECOLOGY  
PHYSICIAN SERVICES**

This Fifth Amendment to the “Agreement for Obstetrics and Gynecology Physician Services for Director, Associate Directors, and Attending Physicians, Obstetrics and Gynecology Services, Director, Perinatology Services, and Certified Nurse Midwives Services, and Additional Obstetrics and Gynecology On-Call Physician Services” dated July 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 Ventura County Women’s Health Specialists Medical Group (“CONTRACTOR”), a California general partnership.

Agreement

The parties hereby agree that the referenced Agreement is amended effective June 4, 2024, as follows:

- A. 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.

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

CONTRACTOR: Ventura County Women’s Health Specialists Medical Group

Frederick J. Kelley, M.D., Inc., General Partner

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

By: \_\_\_\_\_  
Frederick J. Kelley, M.D., President

Juan S. Vega, M.D., Inc., General Partner

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

By: \_\_\_\_\_  
Juan S. Vega, M.D., President

Valerie L. Yuan, M.D., Inc., General Partner

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

By: \_\_\_\_\_  
Valerie L. Yuan, M.D., President

Emily Scibetta, M.D., Inc., General Partner

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

By: \_\_\_\_\_  
Emily Scibetta, M.D., President

Xin Guan, M.D., Inc., General Partner

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

By: \_\_\_\_\_  
Xin Guan, M.D., President

AGENCY:

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

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

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

CONTRACTOR shall be paid as follows:

1. Obstetrics and Gynecology Base Fees:

- a. Effective July 1, 2023, through December 31, 2023, CONTRACTOR shall receive one hundred seventy-four thousand six hundred eighty-seven dollars and eighty-six cents (\$174,687.86) per month for services of six (6) full-time equivalent physicians for the performance of clinical responsibilities outlined in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of surgeries, 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 HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. If fewer services are provided than described in Attachment I or by fewer than the required number of full-time equivalent physicians, these fees shall be prorated at the rate of three hundred forty-nine thousand three hundred seventy-five dollars and seventy-one cents (\$349,375.71) per full-time equivalent physician per fiscal year, and prorated as necessary for the period of July 1, 2023, through December 31, 2023. The maximum amount to be paid under this subparagraph for the period of July 1, 2023, through December 31, 2023, shall not exceed one million forty-eight thousand one hundred twenty-seven dollars and sixteen cents (\$1,048,127.16).
- b. Effective January 1, 2024, through June 30, 2024, and any fiscal year thereafter, CONTRACTOR shall receive one hundred eighty-nine thousand two hundred forty-five dollars and eighteen cents (\$189,245.18) per month for services of six point five (6.5) full-time equivalent physicians for the performance of clinical responsibilities outlined in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of surgeries, 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 HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. If fewer services are provided than described in Attachment I or by fewer than the required number of full-time equivalent physicians, these fees shall be prorated at the rate of three hundred forty-nine thousand three hundred seventy-five dollars and seventy-one cents (\$349,375.71) per full-time equivalent physician per fiscal year. The maximum amount to be paid under this subparagraph for the period of January 1, 2024, through June 30, 2024, shall not exceed one million one hundred thirty-five thousand four hundred seventy-one dollars and six cents (\$1,135,471.06) and two million two hundred seventy thousand nine hundred forty-two dollars and twelve cents (\$2,270,942.12) per fiscal year thereafter.

2. Perinatology Base Fees: CONTRACTOR shall receive seventy-six thousand seven hundred fourteen dollars and twenty-nine cents (\$76,714.29) per month for services of two (2) full-time equivalent physicians for the performance of perinatology responsibilities outlined in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of surgeries, 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 HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. If fewer services are provided than described in Attachment I or by fewer than the required number of full-time equivalent physicians, these fees shall be prorated at the rate of four hundred sixty thousand two hundred eighty-five dollars and seventy-one cents (\$460,285.71) per full-time equivalent physician per fiscal year. The maximum amount to be paid under this paragraph shall not exceed nine hundred twenty thousand five hundred seventy-one dollars and forty-eight cents (\$920,571.48).
3. Medical Director, Obstetrics and Gynecology Services Fees: CONTRACTOR shall receive two thousand dollars (\$2,000) per month for services performed in support of HOSPITAL's obstetrics and gynecology program as Medical Director, Obstetrics and Gynecology Services. 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 Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. If fewer services are provided than described in Attachment I, this fee shall be prorated accordingly. The maximum amount to be paid under this paragraph shall not exceed twenty-four thousand dollars (\$24,000) per fiscal year.
4. Associate Medical Director, Obstetrics and Gynecology Services Fees: CONTRACTOR shall receive one thousand eight hundred dollars (\$1,800) per month for services performed in support of HOSPITAL's obstetrics and gynecology program as Associate Medical Director, Obstetrics and Gynecology Services. 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 Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. If fewer services are provided than described in Attachment I, this fee shall be prorated accordingly. The maximum amount to be paid under this paragraph shall not exceed twenty-one thousand six hundred dollars (\$21,600) per fiscal year.
5. Medical Director, Perinatology Services: CONTRACTOR shall receive one thousand eight hundred dollars (\$1,800) per month for services performed in support of HOSPITAL's perinatology program as Medical Director, Perinatology Services. 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 Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. If fewer services are provided than described in Attachment I, this fee shall be prorated accordingly. The maximum amount to be paid under this paragraph shall not exceed twenty-one thousand six hundred dollars (\$21,600) per fiscal year.

6. Perinatology Physician On-Call Services: CONTRACTOR shall receive two hundred eighty-six dollars (\$286.00) per day for outsourced call services performed in support of HOSPITAL’s perinatology physician services, for up to sixty (60) days per fiscal year. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of surgeries, number of calls, calendar of call schedule, and operating room procedures, and other activities as applicable. If fewer services are provided than described in Attachment I, this fee shall be prorated accordingly. The maximum amount to be paid under this sub-paragraph shall not exceed seventeen thousand one hundred sixty dollars (\$17,160) per fiscal year.
  
7. Certified Nurse Midwives Services: Effective July 1, 2023, through December 31, 2023, CONTRACTOR shall receive thirty-three thousand seven hundred fifty dollars (\$33,750) per month for services of the equivalent of two full-time (2) certified nurse midwives. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of surgeries, number of clinics, calendar of clinics and operating room procedures, and other activities as applicable. If fewer services are provided than described in Attachment I, this fee shall be prorated at the rate of two hundred two thousand five hundred dollars (\$202,500) per certified nurse midwife per fiscal year, as necessary for the period of July 1, 2023, through December 31, 2023. The maximum amount to be paid under this paragraph shall not exceed two hundred two thousand five hundred dollars (\$202,500).
  
8. Additional Obstetrics and Gynecology Attending On-Call Physician Services:
  - a. VCMC Call Services: CONTRACTOR shall be paid per shift for call services based on the following schedule with eleven (11) holidays shared between additional obstetrics attending on-call physicians and CONTRACTOR.

VCMC FM/OB High Risk Coverage				
		Number of Calls	Cost per Call	Total
Front up	Weekend Sat/Sun	52	\$2,000	\$104,000
	Holiday	5	\$2,000	\$10,000
	Weekday Mon-Fri	69	\$1,200	\$82,800
		Number of Calls	Cost per Call	Total
Back up	Weekend Sa/Sun	52	\$350	\$18,200
	Holiday	7	\$350	\$2,450
	Weekday Mon-Fri	181	\$200	\$36,200

	Total			\$253,650
	Plus 1 extra day for Thursday, February 29, 2024, leap year, up to a max of \$1,400			\$255,050

CONTRACTOR shall invoice AGENCY on a monthly basis for call coverage. CONTRACTOR shall attach a call schedule to the monthly invoice. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer 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 is two hundred fifty-three thousand six hundred fifty dollars (\$253,650) per any fiscal year except for fiscal year 2023-2024 where the maximum amount is two hundred fifty-five thousand fifty dollars (\$255,050).

- b. SPH Call Services: CONTRACTOR shall be paid for call services based on the following schedule:

Santa Paula Hospital FP/OB- C/S Coverage					
Stand Alone Calls		Number of Calls	Cost per Call	Total	
		Weekday Mon-Fri	251	\$300	\$75,300
		Weekend Sat/Sun	104	\$600	\$62,400
		Holiday	11	\$600	\$6,600
	Total	365		\$144,300	
	Plus 1 extra day for Thursday, February 29, 2024, leap year, up to a max of \$300	366	\$300	\$144,600	

CONTRACTOR shall invoice AGENCY on a monthly basis for call coverage. CONTRACTOR shall attach a call schedule to the monthly invoice. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer 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 is one hundred forty-four thousand three hundred dollars (\$144,300) per any fiscal year except for fiscal year 2023-2024 where the maximum amount is one hundred forty-four thousand six hundred dollars (\$144,600).

- c. Obstetrics and Gynecology On-Call Physician SPH Call Services Deliveries: CONTRACTOR shall be paid three hundred dollars (\$300) per delivery up to two hundred (200) deliveries while on call at SPH. CONTRACTOR shall track and prepare a monthly detailed summary of deliveries performed to include date, service, number of surgeries, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer 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 sub-paragraph shall

not exceed sixty thousand dollars (\$60,000) per fiscal year.

- d. Call Coverage Administrative Fees: CONTRACTOR shall be paid one thousand fifty dollars and twenty-five cents (\$1,050.25) per month for the operation of on-call physician services. The maximum amount to be paid under this sub-paragraph shall not exceed twelve thousand six hundred three dollars (\$12,603) per fiscal year thereafter.
9. Quality Measures: CONTRACTOR shall receive twenty-two thousand seven hundred sixty-seven dollars and seventy-eight cents (\$22,767.78) per quarter for achievement of the following quality measures. CONTRACTOR shall supply proof of achievement of these measures on a quarterly basis. In the event that data is not available for a specific measure, it will be CONTRACTOR's duty to provide alternative data which demonstrates achievement of the required measure. Approval shall be given by the HOSPITAL Chief Medical Officer or Chief Executive Officer on a quarterly basis. The maximum amount to be paid under this paragraph shall not exceed ninety-one thousand seventy-one dollars and thirteen cents (\$91,071.13) per fiscal year.

The following three (3) quality measures shall be evaluated on a quarterly basis and will have equal weight. Data shall be obtained from the California Maternal Data Center. In order to qualify for additional compensation, CONTRACTOR must provide standards, guidance and supervision so that the institutional evaluation exceeds the quality benchmark established as the state average for each measure. These measures will be evaluated and paid quarterly. If a quarterly payment is not paid, or an amount less than the maximum compensation is paid, because of an unavailability of data not caused by CONTRACTOR, CONTRACTOR may present additional data demonstrating achievement of the measure when it becomes available. Any additional amounts determined to be payable to CONTRACTOR will be added to the amount paid to CONTRACTOR for the quarter following such determination.

- a. Cesarean Births: Nulliparous, Term, Singleton, Vertex (NTSV) (Perinatal Care-02) describes Cesarean deliveries among live births that are: 1) singleton; 2) vertex; 3) lacking "early onset delivery" code; 4) > 37 weeks GA; 5) to nulliparous women. The Healthy People 2020 National Goal is an NTSV rate of 23.9%. As a quality improvement measure CONTRACTOR will perform quarterly review of 100% of fallout cases to assess whether there were opportunities for improvement that might have increased the likelihood of a vaginal delivery. Review will be based on recommendations, guidelines, and strategies set forth in the CMQCC Toolkit to Support Vaginal Birth and Reduce Primary Cesareans.

The compensation rate for this measure shall be based on the percentage of cases reviewed by CONTRACTOR. For instance, one hundred percent (100%) of cases reviewed shall be paid at one hundred percent (100%) of the maximum quarterly compensation; ninety five percent (95%) of cases reviewed shall be paid at ninety five percent (95%) of the maximum quarterly compensation; ninety percent (90%) of cases reviewed shall be paid at ninety percent (90%) of the maximum quarterly compensation, etc., down to fifty percent (50%) of cases reviewed and paid at fifty percent (50%) of the maximum quarterly compensation. No compensation shall be paid where fewer than

fifty percent (50%) of cases are reviewed.

The maximum payment for this measure shall not exceed seven thousand five hundred eighty-nine dollars and twenty-six cents (\$7,589.26) per quarter.

- b. Breast Feeding Rate: Exclusive Breast Milk Feeding (Perinatal Care-05) is defined as exclusive breast milk feeding during the newborn's entire hospitalization. Breast feeding rate is reported as a hospital quality measure by the California Health Care Foundation. CONTRACTOR shall work to achieve an Exclusive Breast Milk Feeding rate for HOSPITAL that is above the state average. In the event that the HOSPITAL rate is below the state average, the compensation rate for this measure shall be reduced by ten percent (10%) for each increment of five (5) percentage points below the state average.

To illustrate: If the state rate is sixty five percent (65%) and the HOSPITAL rate is: 1) greater or equal to sixty five percent (65%), then one hundred percent (100%) of the incentive payable under this sub-paragraph shall be paid; 2) sixty to sixty four and nine-tenths percent (60-64.9%), then ninety percent (90%) of the incentive shall be paid; 3) fifty five to fifty nine and nine-tenths percent (55-59.9%), then eighty percent (80%) of the incentive shall be paid; 4) fifty to fifty four and nine-tenths percent (50-54.9%), then seventy (70%) of the incentive shall be paid; or 5) below fifty percent (50%), then zero (0%) of the incentive shall be paid.

The maximum payment for this measure shall not exceed seven thousand five hundred eighty-nine dollars and twenty-six cents (\$7,589.26) per quarter.

- c. Episiotomy Rate: Episiotomy Rate is defined as episiotomies among all vaginal deliveries without shoulder dystocia and is reported by the California Health Care Foundation. CONTRACTOR shall work to reduce the HOSPITAL Episiotomy Rate to below the state average. In the event that the HOSPITAL rate is higher than the state average, the compensation rate for this measure shall be reduced by ten percent (10%) for each percentage point above the state average.

For instance, if the state rate is five percent (5%) and the HOSPITAL rate is six percent (6%), compensation for this quality metric shall be decreased by ten percent (10%).

The maximum payment for this measure shall not exceed seven thousand five hundred eighty-nine dollars and twenty-six cents (\$7,589.26) per quarter.

#### 10. Administrative Fees:

- a. Effective July 1, 2023, through December 31, 2023, CONTRACTOR shall be paid two thousand seven hundred fifty dollars (\$2,750) per month for the administrative operations associated with payroll, benefits, attorney and accountant services and other business costs of DEPARTMENT 1 and DEPARTMENT 2. The maximum to be paid under this sub-paragraph for the period of July 1, 2023, through December 31, 2023, is sixteen thousand five hundred dollars (\$16,500).

- b. Effective January 1, 2024, through June 30, 2024, and any fiscal year thereafter, CONTRACTOR shall be paid two thousand nine hundred twenty-one dollars and eighty-eight cents (\$2,921.88) per month for the administrative operations associated with payroll, benefits, attorney and accountant services and other business costs of DEPARTMENT 1 and DEPARTMENT 2. The maximum to be paid under this subparagraph for the period of January 1, 2024, through June 30, 2024, is seventeen thousand five hundred thirty-one dollars twenty-five cents (\$17,531.25) and thirty-five thousand sixty-two dollars fifty cents (\$35,062.50) per any fiscal year thereafter.
11. CONTRACTOR will provide coverage three hundred sixty-five/six (365/366) days a year, seven (7) days a week, twenty-four (24) hours a day for the tasks outlined herein and in Attachment I, "Responsibilities of Contractor." Provision of fewer services than as stated will result in a proportionate pro-rata reduction in the applicable compensation element.
12. 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.
13. The compensation specified above shall constitute the full and total compensation from 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.
14. All payments by AGENCY shall be to an account managed by CONTRACTOR, which shall be responsible for distributing appropriate amounts to its partners and PARTICIPATING PROVIDERS. 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.
15. If CONTRACTOR is under suspension from the Medical Staff, has not completed dictation or other medical record notations in a timely manner, 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 the monthly payment shall be withheld until the respective suspension(s) are lifted, the documentation completed, or payment is authorized by the Chief Executive Officer or Chief Medical Officer of HOSPITAL. AGENCY shall pay no interest on any payment, which has been withheld in this manner.
16. 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.

17. The maximum amount (“MAXIMUM FEE”) to be paid under this Agreement shall be as follows:
  - a. For the period of July 1, 2023, through June 30, 2024, the MAXIMUM FEE is three million nine hundred eighty-eight thousand three hundred eighty-five dollars and zero eighty-five cents (\$3,988,385.08).
  - b. For the period of July 1, 2024, through June 30, 2025, and any fiscal year thereafter, the MAXIMUM FEE is three million eight hundred seventy-two thousand five hundred sixty dollars and twenty-two cents (\$3,872,560.22).