

**FIRST AMENDMENT TO AGREEMENT FOR DIRECTOR AND
ATTENDING PHYSICIANS,
ANESTHESIA PHYSICIAN SERVICES**

This First Amendment to the “Agreement for Director and Attending Physicians, Anesthesia Physician 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 Ventura County Anesthesia Medical Group, Inc., a duly formed California Professional Corporation (“CONTRACTOR”).

Agreement

The parties hereby agree that the referenced Agreement is amended effective June 1, 2024, as follows:

- A. The Agreement, subject to all necessary budgetary approvals by the Ventura County Board of Supervisors, shall be extended through June 30, 2025. Then, unless either party gives notice of its intent not to renew at least ninety (90) days prior to the renewal date, and subject to the receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, the Agreement shall then be extended for two (2) additional period of one (1) year.
- B. Exhibit A, Participating Physicians, shall be replaced in its entirety with the attached Exhibit A.
- C. Attachment I shall be replaced in its entirety with the attached Attachment I.
- D. Attachment II 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: Ventura County Anesthesia Medical Group, Inc.

Dated: _____

By: _____
George Paul, M.D., CEO

Dated: _____

By: _____
Christopher Kuebler, M.D., CFO

.....

.....

AGENCY:

Dated: _____

By: _____
HEALTH CARE AGENCY DIRECTOR
OR DESIGNEE

EXHIBIT A
PARTICIPATING PHYSICIANS

Nathan Weber, M.D.

George Paul, M.D.

Jon Nothwang, M.D.

Veda Vallurupalli, M.D.

Jen Sun, M.D.

Mike Mulick, M.D., per diem as needed

Ashish Desai, M.D., per diem as needed

Christopher Kuebler, M.D.

Richard Citrenbaum, M.D.

Christopher Beneduce, M.D.

Kevin Barkley, M.D.

Brian Yi, D.O.

Thien Nguyen, M.D.

ATTACHMENT I
RESPONSIBILITIES OF CONTRACTOR

I. VENTURA COUNTY MEDICAL CENTER (VCMC): It is mutually agreed that CONTRACTOR shall have the following responsibilities under the direction of the Chief Medical Officer and Chief Executive Officer of HOSPITAL:

1. CONTRACTOR shall provide all necessary anesthesia services for VCMC. Specifically, CONTRACTOR shall provide the following:
 - a. Scheduled Coverage: CONTRACTOR shall provide or cause to be provided, on a 24 hour a day – 7 day a week basis, all services requested of the Anesthesiology Department (“DEPARTMENT”) (subject to a physician’s right to refuse treatment when in that physician’s professional judgment such treatment would be harmful or dangerous to the patient, unethical or would endanger the life or health of personnel or other patients). Such coverage shall consist of, but not be limited to, evaluation of patients undergoing general or local anesthesia, provision of requested general or local anesthesia, and all consultations and requests for anesthesia services, as shall arise.
 - b. HOSPITAL Trauma Call Coverage: CONTRACTOR shall provide in-hospital physician front up and back up trauma call coverage 365 days per year, 7 days per week, 24 hours per day. Such coverage shall meet the required on call coverage standards of a Level II Trauma Center.
 - c. Emergency and Other Coverage: CONTRACTOR shall provide continuous physician coverage for first, second, and evening float call) and dedicated obstetrics and gynecology physician on call, night call, weekend and holiday call anesthesia coverage . First call coverage is defined as 7:00 AM to 10:00 PM, for two hundred fifty one (251) weekdays per fiscal year. Second call coverage is defined as 7:00 AM to 7:00 AM the next day, for two hundred fifty one (251) weekdays per fiscal year. Evening float call coverage is defined as third call , 5:00 PM to 10:00 PM, for two hundred fifty one (251) weekdays per fiscal year. Obstetrics and gynecology call is defined as 7:00 AM to 7:00 PM dedicated anesthesiologist call coverage, for two hundred fifty one (251) weekdays per fiscal year. Night call is defined as 10:00 PM to 7:00 AM the next day, for two hundred fifty one (251) weekdays per fiscal year. Weekend call coverage is defined as Saturday to Monday, 7:00 AM to 7:00 AM for one hundred and four (104) weekend days and holiday call is defined as twenty four (24) hours a day for eleven (11) holidays per fiscal year.
 - d. Weekday Operating Room (OR) Coverage: CONTRACTOR shall cooperate with other anesthesiology attending physicians to collectively provide the necessary coverage for four (4) ORs, Monday through Friday, 7 AM to 3 PM, with a fifth (5th) OR available on standby, Monday through Friday, 7 AM to 3 PM, three (3) ORs, Monday through Friday, 3 PM to 7 PM and two (2) ORs for emergencies, Monday through Friday, 7 PM to 7 AM. CONTRACTOR shall consult with the OR Manager and arrive at a mutually agreed upon anesthesiology staffing level for any given day that the OR schedule does not require this

level of anesthesia staffing. CONTRACTOR shall comply with special requests that the HOSPITAL Chief Medical Officer or HOSPITAL Chief Executive Officer may request outside the OR coverage hours stated above. This is based on a full complement of seven (7) anesthesiologists.

- e. Pediatric Anesthesia Services Coverage: CONTRACTOR shall provide the equivalent of one (1) full-time physician specialized in pediatric anesthesia services in support of anesthesia call services, Pediatric Intensive Care Unit (PICU) pain management services, and the pediatric program of HOSPITAL. CONTRACTOR shall provide the coordination of administrative duties associated with the management of pediatric call coverage 365 days per year, 7 days per week, 24 hours a day as part of this coverage.
 - f. Oversight of Inpatient Pain Management Program: CONTRACTOR shall provide administrative duties associated with the oversight of the inpatient pain management program.
 - g. Oversight of Residency Program: CONTRACTOR shall provide administrative duties associated with the oversight of the residency program. CONTRACTOR shall provide appropriate scheduling of residency participation in the ORs, education of the resident regarding anesthetic and airway management, and resident evaluations.
 - h. Pre-Operation Anesthesia Clinic Services: CONTRACTOR shall provide a half day of pre-operation clinic anesthesia services up to three (3) days per week for fifty-two (52) weeks per year with up to a maximum of ten (10) patients seen per half-day clinic.
 - i. Oversight and Coordination of Pre-Operation Clinic: CONTRACTOR shall provide administrative duties associated with the oversight of the pre-operation anesthesia clinic services.
2. Medical Director Duties: George Paul, M.D., shall be designated as Medical Director, Anesthesiology Services for VCMC. HOSPITAL reserves the right to remove and appoint the Medical Director, Anesthesiology Services for VCMC at the discretion of the HOSPITAL Chief Medical Officer. CONTRACTOR shall provide administrative services to VCMC which shall include, but not be limited to:
- 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 Chief Medical Officers 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 Chief Executive Officer and Chief Medical Officer 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.
- d. Developing and implementing written policies and procedures for the DEPARTMENT which will help to assure compliance with licensing and accrediting bodies;
- e. Helping in establishing effective staffing patterns and standards of professional personnel coverage, including nursing care;
- f. Supervision of DEPARTMENT staff, including anesthesia technicians;
- g. Cooperation in utilization review functions, to ensure that necessary and appropriate services are offered to patients of HOSPITAL, and that such services are reflected in patient's record with appropriate and complete explanations;
- h. Cooperation in cost containment programs relative to controllable physician or other professional costs;
- i. Consultation with administration regarding supplies, equipment, space and personnel needs of the DEPARTMENT;
- j. Regular participation and representation in OR operations meetings;
- k. Assisting in preparation of budget and statistical data;
- l. Interfacing with the HOSPITAL Pharmacy Department to ensure the appropriate documentation and reconciliation of medication use;
- m. Cooperate and work collegially with the OR Manager and support staff in achieving HOSPITAL's Joint Commission standards and patient safety goals;
- n. Assuring that an effective peer review of anesthesia services is conducted, on a regular basis;
- o. Coordination and participating in the continuing selection of medical staff, anesthesia and nursing personnel, anesthesia technicians, and others affiliated with HOSPITAL, AGENCY or other teaching programs;

- p. Assisting in providing adequate quality assurance services in accordance with the Quality Assurance plan of the Ventura Campus of HOSPITAL;
- q. Provision of supervision and teaching of resident physician staff and other physicians in training, and the maintenance of an ongoing curriculum in anesthesia for said physicians, in preparation for their practice as family physicians.

II. SANTA PAULA HOSPITAL (SPH): It is mutually agreed that CONTRACTOR shall have the following responsibilities under the direction of the Chief Medical Officer and Chief Executive Officer of HOSPITAL:

1. CONTRACTOR shall provide all necessary anesthesia services for SPH. Specifically, CONTRACTOR shall provide the following:
 - a. Scheduled Coverage: CONTRACTOR shall provide or cause to be provided, on a 24 hour a day – 7 day a week basis, all services requested of the DEPARTMENT (subject to a physician's right to refuse treatment when in that physician's professional judgment such treatment would be harmful or dangerous to the patient, unethical or would endanger the life or health of personnel or other patients). Such coverage shall consist of, but not be limited to, evaluation of patients undergoing general or local anesthesia, provision of requested general or local anesthesia, and all consultations and requests for anesthesia services, as shall arise.
 - b. Emergency and Other Coverage: CONTRACTOR shall provide continuous first, second, evening float, weekend and holiday call anesthesia coverage for the DEPARTMENT to meet the required on call coverage standards of anesthesiology services for SPH. First call coverage is defined as 7:00 AM to 10:00 PM for two hundred fifty one (251) weekdays per fiscal year. Second call coverage is defined as 7:00 AM to 5:00 PM for two hundred fifty one (251) weekdays per fiscal year. Evening float call coverage is defined as 10:00 PM to 7:00 AM the next day, for two hundred fifty one (251) weekdays per fiscal year. Weekend call coverage is defined as Saturday to Monday, 7:00 AM to 7:00 AM for one hundred and four (104) weekend days and holiday call is defined as twenty four (24) hours a day for eleven (11) holidays per fiscal year.
 - c. Week Day Operating Room (OR) Coverage: CONTRACTOR shall cooperate with other anesthesiology attending physicians to collectively provide the necessary coverage for two (2) ORs, Monday through Friday, 7 AM to 5 PM. CONTRACTOR will be on call for obstetrics and gynecology and emergencies, evening shift 5 PM to 10 PM and a night shift 10 PM to 7 AM. CONTRACTOR shall consult with the OR Manager and arrive at a mutually agreed upon anesthesiology staffing level for any given day that the OR schedule does not require this level of anesthesia staffing. CONTRACTOR shall comply with special requests that the HOSPITAL Chief Medical Officer or HOSPITAL Chief Executive Officer may make for coverage outside the OR coverage hours stated above. This is based on a full complement of four (4) anesthesiologists.

2. Medical Director Duties: George Paul, M.D., shall be designated as Medical Director, Anesthesiology Services for SPH. HOSPITAL reserves the right to remove and appoint the Medical Director, Anesthesiology Services for SPH at the discretion of the HOSPITAL Chief Medical Officer. CONTRACTOR shall provide administrative services to SPH which shall include, but not be limited to:
- 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 Chief Executive Officer and Chief Medical Officer 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 Chief Executive Officer and Chief Medical Officer 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.
 - d. Developing and implementing written policies and procedures for the DEPARTMENT which will help to assure compliance with licensing and accrediting bodies;
 - e. Helping in establishing effective staffing patterns and standards of professional personnel coverage, including nursing care;
 - f. Supervision of DEPARTMENT staff, including anesthesia technicians;
 - g. Cooperation in utilization review functions, to ensure that necessary and appropriate services are offered to patients of HOSPITAL, and that such services are reflected in patient's record with appropriate and complete explanations;
 - h. Cooperation in cost containment programs relative to controllable physician or other professional costs;
 - i. Consultation with administration regarding supplies, equipment, space and personnel needs of DEPARTMENT;

- j. Regular participation and representation in OR operations meetings;
- k. Assisting in preparation of budget and statistical data;
- l. Interfacing with the HOSPITAL Pharmacy Department to ensure the appropriate documentation and reconciliation of medication use;
- m. Cooperate and work collegially with the OR Manager and support staff in achieving HOSPITAL's Joint Commission standards and patient safety goals;
- n. Assuring that an effective peer review of anesthesia services is conducted, on a regular basis;
- o. Coordination and participating in the continuing selection of medical staff, anesthesia and nursing personnel, anesthesia technicians, and others affiliated with HOSPITAL, AGENCY or other teaching programs;
- p. Assisting in providing adequate quality assurance services in accordance with the Quality Assurance plan of the Santa Paula Campus of HOSPITAL;
- q. Provision of supervision and teaching of resident physician staff and other physicians in training, and the maintenance of an ongoing curriculum in anesthesia for said physicians, in preparation for their practice as family physicians.

III. VCMC AND SPH SHARED SERVICES AND GENERAL PROVISIONS:

1. Operating Room (OR) Coordinator: CONTRACTOR shall provide the services of an OR coordinator to oversee and coordinate anesthesia services with HOSPITAL's surgeons to increase OR efficiencies and optimize use of OR times utilizing David Capone Consulting Services (DCCS) software.
2. Administrative Services: CONTRACTOR shall provide administrative services for the operations of the anesthesiology services at VCMC and SPH. These services shall include management of schedules, recruitment, retention, financial, legal, hiring of locum coverage as needed to fill any shortages of services up to thirty (30) days per fiscal year, and other necessary operational transactions.
3. CONTRACTOR shall comply with the policies, rules and regulations of AGENCY subject to the state and federal laws covering the practice of medicine. All applicable provisions of law relating to licensing and regulations of physicians and hospitals shall be complied with.
4. CONTRACTOR shall comply with 42 C.F.R., section 482.52 "Condition of Participation: Anesthesia Services" and other policies, rules and regulations that ensure HOSPITAL's compliance with federal requirements.
5. CONTRACTOR shall comply with the Joint Commission's "Provision of Care Standards" 03.01.03, 03.01.05, and 03.01.07 and any other applicable Joint Commission requirements.

6. CONTRACTOR shall allocate his time in approximately the following manner:

	Medical Director	Attending Physicians
Hospital Administrative Services	10%	0%
Patient Services	85%	95%
Research	0%	0%
Teaching	5%	5%
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 and all Participating Providers shall report on a monthly basis the specific hours of service provided to AGENCY for a selected one (1) week period each month. AGENCY may amend the allocation of CONTRACTOR's time with written notice by the AGENCY Director.

7. CONTRACTOR and all Participating Providers agree to treat patients without regard to patient's 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 or mental handicap is medically significant to the provision of appropriate medical care to the patient.

By this Agreement, AGENCY contracts for the services of Ventura County Anesthesia Medical Group, Inc., a duly formed California Professional Corporation. CONTRACTOR may not substitute service by another physician without written approval of the Chief Medical Officer of HOSPITAL.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

I. VENTURA COUNTY MEDICAL CENTER (VCMC): CONTRACTOR shall be paid according to the following:

1. American Society of Anesthesiologists (ASA) per Unit Compensation:

- a. Effective July 1, 2023 through June 30, 2024, anesthesia services provided at VCMC shall be compensated at an American Society of Anesthesiologists (ASA) unit rate of thirty-four dollars (\$34) per unit for services provided from 7:00 AM to 5:00 PM Monday through Friday, and thirty-eight dollars (\$38) per unit for services provided from 5:00 PM to 7:00 AM the next day, Monday through Friday, and twenty-four (24) hours per weekend day, with the exception of selective services listed under Section III, VCMC and SPH Shared Compensation and General Provisions, paragraph 1. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of surgeries, OR 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. 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 total amount to be paid under this paragraph shall be determined based on the volume of services rendered and shall be subject to the total MAXIMUM FEE, as stated in section III, paragraph 10 of this Attachment II.
- b. Effective July 1, 2024, through June 30, 2025, and any fiscal year thereafter, anesthesia services provided at VCMC shall be compensated at an American Society of Anesthesiologists (ASA) unit rate of forty-three dollars twenty-five cents (\$43.25) per unit for services provided from 7:00 AM to 5:00 PM Monday through Friday, and forty-seven dollars twenty-five cents (\$47.25) per unit for services provided from 5:00 PM to 7:00 AM the next day, Monday through Friday, and twenty-four (24) hours per weekend day, with the exception of selective services listed under Section III, VCMC and SPH Shared Compensation and General Provisions, paragraph 1. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include the number of surgeries, OR 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. The total amount to be paid under this paragraph shall be determined based on the volume of services rendered and shall be subject to the total MAXIMUM FEE, as stated in section III, paragraph 11 of this Attachment II.

2. Trauma Call Coverage: CONTRACTOR will be paid for front up and back up trauma call coverage as set forth in Attachment I per the table listed below. CONTRACTOR shall track

and prepare a monthly detailed summary of activities performed to include number of surgeries, number of calls, calendar of call days, listing of OR 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. The maximum amount to be paid under this paragraph shall not exceed three hundred seventy five thousand three hundred fifty dollars (\$375,350) per fiscal year.

VCMC Anesthesia Trauma Call				
		Number of Calls	Cost per Call	Total
Front up	Weekend Sat/Sun	104	\$2,000	\$208,000
	Holiday	11	\$2,000	\$22,000
	Weekday Mon-Fri	251	\$0	\$0*
Back up	Weekend Sa/Sun	104	\$500	\$52,000
	Holiday	11	\$500	\$5,500
	Weekday Mon-Fri	251	\$350	\$87,850
	Total per FY			\$375,350
*Weekday Mon-Fri front up call coverage is paid only via ASA units.				

3. Emergency and Other Call Service Fees: CONTRACTOR shall track and prepare a monthly detailed summary of call activities performed to include calendar of call, number of incoming calls, number of calls resulting in OR attendance, 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. CONTRACTOR shall be paid additional fees based on the following:

VCMC Emergency and Other Call Coverage					
1st call	Mon-Fri, 7:00 AM-10:00 PM	251	\$0	\$0	paid \$0
2nd call	Mon-Fri, 7:00 AM-7:00 AM next day	251	\$0	\$0	paid under Trauma Call
Evening Float as 3rd call at VCMC	VCMC Mon- Fri, 5:00 PM -10:00 PM	251	\$0	\$0	paid under SPH Eve. Float Call
Night Call	Mon-Fri 10:00 PM - 7:00 AM next day	251	\$1,200	\$301,200	
OB Call VCMC	Mon-Fri 7:00 AM - 7:00PM	251	\$1,000	\$251,000	

Weekend/ Holidays	Sat - Mon, 7:00 AM to 7:00 AM; Holidays 24 hrs	114		\$0	paid under Trauma Call
	Total per FY			\$552,200	

- a. Night Call: CONTRACTOR shall be paid one thousand two hundred dollars (\$1,200) per weeknight, from 10:00 PM to 7:00 AM the next day, for two hundred fifty one (251) weekdays per fiscal year. The maximum amount to be paid under this subparagraph shall not exceed three hundred one thousand two hundred dollars (\$301,200) per fiscal year.
- b. Obstetrics and Gynecology Call: CONTRACTOR shall be paid one thousand dollars (\$1,000) per weekday, from 7:00 AM to 7:00 PM, for two hundred fifty one (251) weekdays per fiscal year. The maximum amount to be paid under this subparagraph shall not exceed two hundred fifty one thousand dollars (\$251,000) per fiscal year.

CONTRACTOR shall track and prepare a monthly detailed summary of call activities performed to include calendar of call, number of incoming calls, number of calls resulting in OR attendance, 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 to be paid under this paragraph shall not exceed five hundred fifty two thousand two hundred dollars (\$552,200) per fiscal year.

4. Fifth Operating Room (OR) Availability: CONTRACTOR will be paid seven hundred fifty dollars (\$750) per weekday, for two hundred fifty one (251) weekdays per fiscal year, plus per ASA unit compensation payable pursuant to Attachment II, Section I, paragraph 1, for maintaining availability of a fifth OR. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of surgeries, number of calls, calendar of call days, listing of OR procedures, and other activities, as applicable. The maximum amount to be paid under this paragraph shall not exceed one hundred eighty eight thousand two hundred fifty dollars (\$188,250) per fiscal year.
5. VCMC Medical Director Fee: CONTRACTOR will be paid two thousand dollars (\$2,000) each month for services as Medical Director, Anesthesiology Services for VCMC. 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. The maximum amount to be paid under this paragraph shall not exceed twenty four thousand dollars (\$24,000) per fiscal year. This amount shall be pro-rated for portions of a fiscal year.
6. Pediatric Call: CONTRACTOR shall be paid five hundred dollars (\$500) per day for pediatric call coverage 365 days per year, 7 days per week, 24 hours a day. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of

surgeries, number of calls, calendar of call days, listing of OR procedures, and other activities, as applicable. The maximum amount to be paid under this paragraph shall not exceed one hundred eighty two thousand five hundred dollars (\$182,500) per fiscal year.

7. Oversight of Inpatient Pain Management Program: CONTRACTOR shall be paid six hundred twenty five dollars (\$625) per month for the administrative duties associated with oversight of the inpatient pain management program. 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. The maximum amount to be paid under this paragraph shall not exceed seven thousand five dollars (\$7,500) per fiscal year.
8. Oversight of Residency Program: CONTRACTOR shall be paid six hundred twenty five dollars (\$625) per month for the administrative duties associated with oversight of the residency program. 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. The maximum amount to be paid under this paragraph shall not exceed seven thousand five dollars (\$7,500) per fiscal year.
9. Pre-Operation Anesthesia Clinic Services: CONTRACTOR shall be paid five hundred dollars (\$500) per half day of pre-operation clinic anesthesia services up to three (3) days per week for fifty-two (52) weeks per year plus fifty dollars (\$50) for any patient consultation up to a maximum of ten (10) patients per half-day clinic. 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. CONTRACTOR shall invoice AGENCY based on actual clinic days performed up to one hundred fifty six (156) half-day clinics per year. The maximum amount to be paid under this paragraph shall not exceed one hundred fifty six thousand (\$156,000) per fiscal year.
10. Oversight and Coordination of Pre-Operation Clinic: CONTRACTOR shall be paid six hundred twenty five dollars (\$625) per month for the administrative duties associated with oversight and coordination of the pre-operations clinic. 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. The maximum amount to be paid under this paragraph shall not exceed seven thousand five dollars (\$7,500) per fiscal year.

11. Performance Based Incentives: CONTRACTOR shall be paid up to six thousand two hundred and fifty dollars (\$6,250) per quarter for performance to each of the following performance based incentives. CONTRACTOR shall track and prepare monthly detailed reports for each metric listed below to include the appropriate factors associated with each incentive, 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 for each metric per fiscal year is twenty five thousand dollars (\$25,000) for a total maximum for all performance based incentives of one hundred thousand dollars (\$100,000) per fiscal year. Amounts paid may be prorated for partial performance as shall be determined by AGENCY's representatives as detailed below:

- a. Medication Management: CONTRACTOR shall achieve the following standards: narcotic reconciliation at >95% accuracy and narcotic wastage at > 95% compliance. Achievement of this goal shall be determined via random review performed and reported quarterly by the HOSPITAL Pharmacy Department. The bonus shall be approved by the Director, HOSPITAL Pharmacy Department and HOSPITAL Chief Medical Officer.
- b. Patient Safety: CONTRACTOR shall participate in patient safety measures as defined by The Joint Commission. Examples of these measures are time outs, infection control processes and labeling syringes to include date, concentration and name. Achievement of this goal shall be measured and reported quarterly by the OR Manager using a mutually agreed upon format. The bonus shall be approved by HOSPITAL Chief Medical Officer.
- c. Operating Room (OR) Multidisciplinary Team Environment: CONTRACTOR shall support and assist in the creation of a multidisciplinary team environment that will optimize efficiency and patient safety. Achievement of this goal shall be as reported quarterly by the OR Manager and be approved by HOSPITAL Chief Medical Director.
- d. Anesthesia Oversight of Sedation Outside the OR, in Pediatric Intensive Care Unit (PICU), Intensive Care Unit, and Emergency Room: CONTRACTOR shall oversee sedation rendered in the PICU, adult intensive care unit and emergency room and shall review a minimum of ten (10) charts per quarter. The bonus shall be approved by HOSPITAL Chief Medical Officer.

II. SANTA PAULA HOSPITAL (SPH): CONTRACTOR shall be paid according to the following:

1. ASA per Unit Compensation at SPH:
 - a. Effective July 1, 2023 through June 30, 2024, anesthesia services provided at SPH shall be compensated at an American Society of Anesthesiologists (ASA) unit rate of thirty-four dollars (\$34) per unit for services administered from 7:00 AM to 5:00 PM Monday through Friday, and thirty-eight dollars (\$38) per unit for services administered from

- 5:00 PM to 7:00 AM the next day, Monday through Friday, and twenty-four (24) hours per weekend day, with the exception of selective services listed under Section III, VCMC and SPH Shared Compensation and General Provisions, paragraph 1. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of surgeries, and OR 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. The total amount to be paid under this paragraph shall be determined based on the volume of services rendered and shall be subject to the total MAXIMUM FEE, as stated in section III, paragraph 10 of this Attachment II.
- b. Effective July 1, 2024, through June 30, 2025, and any fiscal year thereafter, anesthesia services provided at VCMC shall be compensated at an American Society of Anesthesiologists (ASA) unit rate of forty-three dollars twenty-five cents (\$43.25) per unit for services provided from 7:00 AM to 5:00 PM Monday through Friday, and forty-seven dollars twenty-five cents (\$47.25) per unit for services provided from 5:00 PM to 7:00 AM the next day, Monday through Friday, and twenty-four (24) hours per weekend day, with the exception of selective services listed under Section III, VCMC and SPH Shared Compensation and General Provisions, paragraph 1. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include the number of surgeries, OR 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. The total amount to be paid under this paragraph shall be determined based on the volume of services rendered and shall be subject to the total MAXIMUM FEE, as stated in section III, paragraph 11 of this Attachment II.
2. SPH Medical Director Fee: CONTRACTOR will be paid one thousand dollars (\$1,000) each month for services as Medical Director, Anesthesiology Services for the Santa Paula campus of HOSPITAL. 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. The maximum amount to be paid under this paragraph shall not exceed twelve thousand dollars (\$12,000) per fiscal year. This amount shall be pro-rated for portions of a fiscal year.
3. Call Services Fees: CONTRACTOR shall track and prepare a monthly detailed summary of call activities performed to include calendar of call, number of incoming calls, number of calls resulting in OR attendance, 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. CONTRACTOR shall be paid additional fees based on the following:

- a. First Call: CONTRACTOR shall be paid six hundred fifty dollars (\$650) per weekday for first call coverage (7:00 AM to 10:00 PM), for two hundred fifty one (251) weekdays per fiscal year. The maximum amount to be paid under this subparagraph shall not exceed one hundred sixty three thousand one hundred fifty dollars (\$163,150) per fiscal year.
- b. Second Call: CONTRACTOR shall be paid six hundred fifty dollars (\$650) per weekday for second call coverage (7:00 AM to 5:00 PM), for two hundred fifty one (251) weekdays per fiscal year. The maximum amount to be paid under this subparagraph shall not exceed one hundred sixty three thousand one hundred fifty dollars (\$163,150) per fiscal year.
- c. Evening Float at SPH/Third Call at VCMC: CONTRACTOR shall be paid one thousand one hundred dollars (\$1,100) per weekday for evening float/third call at VCMC from 5:00 PM to 10:00 PM, then at SPH from 10:00 PM to 7:00 AM the next day, for two hundred fifty one (251) weekdays per fiscal year. The maximum amount to be paid under this subparagraph shall not exceed two hundred seventy six thousand one hundred dollars (\$276,100) per fiscal year.
- d. Weekend and Holidays: CONTRACTOR shall be paid one thousand dollars (\$1,000) per weekend day (Saturday to Monday, 7:00 AM to 7:00 AM), for one hundred and four (104) weekend days and eleven (11) holidays per fiscal year. The maximum amount to be paid under this subparagraph shall not exceed one hundred fourteen thousand dollars (\$114,000) per fiscal year.

SPH Emergency and Other Call Coverage				
1st call	Mon - Fri, 7:00 AM-10:00 PM	251	\$650	\$163,150
2nd call	Mon - Fri, 7:00 AM-5:00 PM	251	\$650	\$163,150
Evening Float as 3rd call at VCMC/ Evening float call at SPH	VCMC Mon- Fri, 5:00 PM - 10:00 PM; SPH Mon-Sat 10:00 PM - 7:00 AM	251	\$1,100	\$276,100
OB Call SPH	covered by 1st call at SPH			\$0
Weekend/ Holidays	Sat - Mon, 7:00 AM to 7:00 AM; Holidays 24 hours	115	\$1,000	\$115,000
Total per FY				\$717,400

CONTRACTOR shall track and prepare a monthly detailed summary of call activities performed to include calendar of call, number of incoming calls, number of calls resulting in OR attendance, 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 to be paid under this paragraph shall not exceed sixteen hundred sixteen thousand four hundred dollars (\$717,400) per fiscal year.

III. **VCMC AND SPH SHARED COMPENSATION AND GENERAL PROVISIONS:**

1. Additional VCMC/SPH Procedure Specific Compensation Rates: CONTRACTOR shall be paid for specific obstetrics and gynecology delivery services based on the table listed below:

Procedure Code	Procedure Description	Payment Calculation
01961	C-Section (single procedure)	7 units + time of 1 anesthesia unit per 15 minutes
01967	Labor epidural (single procedure)	5 units + time of 1 anesthesia unit per hour of management

CONTRACTOR shall track and prepare a monthly detailed summary of additional procedure specific activities performed and report to AGENCY, 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 to be paid under this paragraph shall be determined based on the volume of services rendered and shall be subject to the total MAXIMUM FEE, as stated in the last paragraph of this Attachment II.

2. Operating Room (OR) Coordinator: CONTRACTOR will be paid one hundred fifty dollars (\$150) per weekday for two hundred fifty one (251) weekdays per fiscal year for providing OR coordinator services. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of surgeries, listing of OR 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. The maximum amount to be paid under this paragraph shall not exceed thirty seven thousand six hundred fifty dollars (\$37,650) per fiscal year.
3. Administrative Fee: CONTRACTOR shall be paid eighteen thousand six hundred sixty six dollars and sixty six cents (\$18,666.66) per month for administrative costs associated with the operations of the anesthesiology services at VCMC and SPH to include management of recruitment, retention, finance, legal, locum coverage, and other operational fees. The maximum to be paid under this paragraph shall not exceed two hundred twenty four thousand dollars (\$224,000) per fiscal year.
4. Billing Practices: CONTRACTOR shall use ASA units as updated annually, the American Medical Association (AMA) Current Procedural Terminology codes and the guidelines for professional billing services to provide AGENCY with the appropriate reports. ASA basic guidelines include the following:
 - a. ASA base units assigned to each surgical case.

- b. Time base of units per hour for the first four (4) hours with each unit equal to one (1) fifteen (15) minutes interval for a maximum of four (4) units per hour.
 - c. Time base of units per hour after the first four (4) hours with each unit equal to one (1) ten (10) minute interval for a maximum of six (6) units per hour.
 - d. Modifiers as applicable based on individual cases to include physical status, qualifying circumstance, etc. as defined by ASA and as supported by appropriate documentation.
- 5. The compensation(s) 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.
- 6. To receive payments, CONTRACTOR must submit an invoice, within thirty (30) days of the end of the month of provision of services, to AGENCY. The invoice must set forth the date of services, 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 services 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.
- 7. If CONTRACTOR is under suspension from the Medical Staff or fails to report on a monthly basis the specific hours of services provided to AGENCY for a selected one-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 monthly payment may be withheld until the respective suspensions(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.
- 8. At the request of AGENCY, CONTRACTOR shall cooperate in the review and reconciliation of services provided under this Agreement. CONTRACTOR agrees to work with AGENCY in any audit of services provided under this Agreement. Requested information may include documentation that supports time spent in clinical care, teaching and administrative duties. This audit may include a reconciliation of actual services provided in comparison to services included in this Agreement. In the event of fewer services being provided, CONTRACTOR agrees to repay any overpayment made by AGENCY.
- 9. 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.
- 10. The maximum amount ("MAXIMUM FEE") to be paid under this Agreement for fiscal year 2023-24 shall be increased by two hundred ninety-seven thousand three hundred eighteen dollars (\$297,318) for a total MAXIMUM FEE of seven million four hundred thirty-nine thousand five hundred sixty-seven dollars (\$7,439,567).

11. The maximum amount (“MAXIMUM FEE”) to be paid under this Agreement is seven million four hundred thirty-nine thousand five hundred sixty-seven dollars (\$7,439,567) per fiscal year thereafter.

