

**SECOND AMENDMENT TO AGREEMENT FOR MEDICAL DIRECTOR AND
ATTENDING PHYSICIANS, PODIATRY SERVICES**

This Second Amendment to “Agreement for Medical Director and Attending Physicians, Podiatry 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 Podiatric Medical Group, Inc., DBA Coastal Foot and Ankle, a duly formed California Professional Corporation (“CONTRACTOR”).

Agreement

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

A. Attachment I shall be replaced in its entirety with the attached Attachment I.

B. Attachment II shall be replaced in its entirety with the attached Attachment II.

Except as expressly amended herein, all other terms and conditions of the Agreement, as amended, shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto execute this Second Amendment on the dates written below:

CONTRACTOR:

Ventura County Podiatric Medical Group, Inc.
DBA Coastal Foot and Ankle

Dated: _____

By: _____
Scot L Roberg, DPM, President

Dated: _____

By: _____
Steven M. Vines, DPM, Vice President
AGENCY:

Dated: _____

By: _____
HCA DIRECTOR OR DESIGNEE

ATTACHMENT I

RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall serve under the direction of the HOSPITAL and AMBULATORY CARE Chief Executive Officers and HOSPITAL and AMBULATORY CARE Chief Medical Officers and shall be responsible for the management and professional supervision of the Podiatry Department of HOSPITAL (“DEPARTMENT”).

1. The Medical Director, Podiatry Services shall be responsible for the management, professional supervision, and regulatory documentation and compliance of podiatry services. HOSPITAL reserves the right to remove and appoint the Medical Director, Podiatry Services at the discretion of the HOSPITAL Medical Director. The Medical Director, Podiatry Services 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.
 - d. Be responsible for management, professional supervision and regulatory documentation and compliance for the DEPARTMENT.
2. Clinical Services: CONTRACTOR shall assure that adequate and appropriate physician coverage for all podiatry services is available, twenty-four (24) hours per day, seven (7) days per week, through a system of call with a response time of no more than thirty (30) minutes. Such services shall include, but not be limited to:
 - a. Outpatient podiatry clinic services. Clinic half-days shall be defined as a minimum of four (4) hours of clinical patient care beginning at 8:00 a.m. to 12 p.m. or 1:00 p.m. to 5 p.m.

CONTRACTOR shall provide an average of two hundred seventy-six (276) half-day clinics per fiscal year at AGENCY's clinic locations. Scheduling of clinics shall be mutually agreed by CONTRACTOR and the AMBULATORY CARE Chief Executive Officer and Chief Medical Officer. The number of required clinic half-days may be increased or decreased by mutual consent to achieve optimal provision of all clinical services described herein.

- b. Inpatient podiatry services, including consultation and treatment, as requested.
 - c. Emergency room podiatric coverage and consultation.
 - d. Consulting podiatric services for physician staff and resident staff.
 - e. Participation in both formal as well as informal podiatry services education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
 - f. CONTRACTOR shall participate in cost containment programs relative to controllable physician or other professional costs.
 - g. CONTRACTOR shall participate in the supervision and teaching of resident physician staff and other physicians in training, and the maintenance of an ongoing curriculum in podiatry services education for said physicians, in preparation for their practice as family physicians.
 - h. CONTRACTOR shall provide all necessary elective and emergency surgeries that result from patient contacts. CONTRACTOR shall only provide that care which is required due to the emergency nature of any case, or such elective services as shall have been pre-approved, by HOSPITAL, to be furnished. The request for, and the documentation of, the approval of such elective services shall be through the regular Utilization Review (UR) process of HOSPITAL, using its system of Internal Utilization Requests (IUR).
3. CONTRACTOR shall comply with the policies, rules and regulations of AGENCY subject to the state and federal laws covering the practice of medicine, and shall comply with all applicable provisions of law relating to licensing and regulations of physicians and hospitals. CONTRACTOR shall comply with all the requirements of the Joint Commission, including but not limited to appropriate clinical practice as detailed in its Core Measures and Patient Safety Goals.
 4. CONTRACTOR's time will be allocated in approximately the following manner:

	Director	Attending Physicians
Administrative Services	10%	0%
Patient Services	80%	95%
Research	0%	0%
Teaching	10%	5%

Total	100%	100%
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CONTRACTOR will maintain, report and retain time records, in accordance with the requirements of federal and state laws, as specified by AGENCY. AGENCY may amend the allocation of CONTRACTOR's time with written notice by the AGENCY director.

5. CONTRACTOR agrees to treat patients without regard to patients' race, ethnicity, religion, national origin, citizenship, age, sex, preexisting medical condition, status or ability to pay for medical services, except to the extent that a circumstance such as age, sex, preexisting medical condition or physical 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 CONTRACTOR and CONTRACTOR may not substitute service by another physician or physicians without written approval of the Medical Director of HOSPITAL.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

CONTRACTOR shall be paid according to the following:

1. Clinic Services: CONTRACTOR shall be paid seven hundred fifty dollars (\$750) per each half-day of outpatient clinic coverage with twelve (12) patients as described in Attachment I, paragraph 2. CONTRACTOR shall track, prepare, and attach to the invoice a monthly detailed summary of activities performed to include time spent and number of patients seen. Details relevant to tasks performed shall be reviewed and approved by the AMBULATORY CARE Chief Executive Officer or AMBULATORY CARE Chief Medical Officer on a monthly basis and attached to the monthly invoice.
2. Medical Director Fee: CONTRACTOR shall be paid three hundred dollars (\$300) per month for the Medical Director, Podiatry Services duties described in Attachment I, paragraph 1. 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.
3. Call Services: CONTRACTOR shall be paid for call services provided under this Agreement at the following rates:

- a. Effective July 1, 2024, through June 30, 2025:

Weekend days (Friday – Sunday)	\$230
County holidays	\$230
Weekdays (Monday – Thursday)	\$100

- b. Effective July 1, 2025, through June 30, 2026, and any fiscal year thereafter:

Weekend days (Friday – Sunday)	\$280
County holidays	\$280
Weekdays (Monday – Thursday)	\$150

4. CONTRACTOR shall invoice AGENCY monthly, including a schedule of services that were provided during the prior month. If fewer services are provided than described in Attachment I, this compensation shall be prorated accordingly. 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.

5. Surgical and Consultation Fees: CONTRACTOR shall be compensated at 100% of Medicare allowable facility rates for current year Area 17 for approved services in which the place of service is HOSPITAL. In this regard, CONTRACTOR shall only provide that care which is required due to the emergency nature of any case, or such elective services as shall have been pre-approved by HOSPITAL, to be furnished. The request for, and the documentation of, the approval of such elective services shall be through the regular Utilization Review (UR) process of HOSPITAL, using its system of Internal Utilization Requests (IUR), CCS, or other third-party payer as required.
6. 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.
7. 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.
8. 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.
9. 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 or withheld entirely until the respective performance issue is resolved, or payment is authorized by the Administrator or Chief Medical Officer of HOSPITAL. AGENCY shall pay no interest on any payment that has been withheld in this manner.
10. 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.