

**SECOND AMENDMENT TO AGREEMENT FOR MEDICAL DIRECTOR, PLASTIC  
AND RECONSTRUCTIVE SURGERY SERVICES AND MEDICAL DIRECTOR,  
WOUND CARE PROGRAM SERVICES**

This Second Amendment to the “Agreement for Medical Director, Plastic Surgery and Reconstructive Surgery Services and Medical Director, Wound Care Program 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 William E. Starr, M.D., a Professional Corporation, a duly licensed physician or duly formed California Professional Corporation (“CONTRACTOR”).

**Agreement**

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

- A. Attachment I, Responsibilities of CONTRACTOR, shall be replaced in its entirety with the attached Attachment I.
- B. 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 Second Amendment on the dates written below:

CONTRACTOR: William E. Starr, M.D., a Professional Corporation

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

By: \_\_\_\_\_  
William E. Starr, M.D., President

TAX ID# \_\_\_\_\_

CONTRACTOR'S ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

AGENCY:

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

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

**ATTACHMENT I**  
**RESPONSIBILITY OF CONTRACTOR**

It is mutually agreed that CONTRACTOR shall have the following responsibilities under the direction of the HOSPITAL and AMBULATORY CARE Chief Medical Directors.

- A. AGENCY shall appoint CONTRACTOR as Medical Director, Plastic and Reconstructive Surgery Services, and Medical Director, Wound Care Program Services, as described in article FIRST, above. HOSPITAL reserves the right to remove and appoint the Medical Director, Plastic and Reconstructive Surgery Services, and Medical Director, Wound Care Program Services, at the discretion of the HOSPITAL Chief Medical Director.
- B. As Medical Director, Plastic and Reconstructive Surgery Services, CONTRACTOR shall have, among other duties as shall be mutually agreed, the following responsibilities:
  - 1. 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.
  - 2. Quality and Safety:
    - a. Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief 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.
    - b. Coordinate with other HOSPITAL departments regarding initiatives that are interdepartmental (SSI collaborative, throughput initiative).
  - 3. Resource Allocation and Oversight:
    - a. Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Directors on resource allocation including staffing, space, capital equipment investment, supplies, medications and other resources to meet patient needs.
    - b. Respond to resource shortages to ensure safe and effective care for all patients.
  - 4. Scheduling and oversight of all physician and nurse practitioners or physician assistants in the DEPARTMENT.
  - 5. Coordination and integration of the DEPARTMENT with all other departments of HOSPITAL.
  - 6. Serve as chair of the Plastic Surgery Services Committee of HOSPITAL.
  - 7. Recommending to HOSPITAL such equipment, space, supply, and personnel requirements as shall be necessary for the proper function of the DEPARTMENT.

8. Assistance in formulation of recommendations for the outpatient treatment of patients of HOSPITAL so as to maximize the efficiencies of DEPARTMENT operation and utilization.
  9. Coordination and integration of interdepartmental and intradepartmental services.
  10. Development and implementation of policies and procedures to guide and support the provision of services.
  11. Recommending a sufficient number of qualified and competent persons to provide care and service, and determination of the qualifications and competence of such persons.
  12. Continuous assessment and improvement of the quality of care and services provided, along with the maintenance of such quality control programs as are appropriate.
  13. Orientation and continuing education of all persons in the DEPARTMENT, as is appropriate.
  14. CONTRACTOR shall devote a minimum of thirteen (13) hours per month to Medical Director, Plastic and Reconstructive Surgical Services duties. CONTRACTOR shall provide administrative services as directed by HOSPITAL Chief Medical Director. Administrative schedule will be as assigned and approved in advance by the HOSPITAL Chief Medical Director.
- C. Medical Director, Wound Care Program Services: As Medical Director, Wound Care Program Services, CONTRACTOR shall have, among other duties as shall be mutually agreed, the following responsibilities:
1. Develop and implement wound care services in accordance with the policies of HOSPITAL and the directives of the Medical Staff.
  2. Manage and direct the wound care program clinical functions.
  3. Oversee and direct the work of clinical staff to include patient care assessment, patient care planning and implementation, and working on patient care quality improvement.
  4. As needed, provide direct and indirect patient care that includes consultations, assessment, diagnosis, education, planning and treatment of wounds, skin and ostomies, monitor patient progress and treatment plans.
  5. Perform bedside wound consultations and rounds with nursing staff that includes changing of dressings and performing debridement as deemed necessary to promote exceptional clinical outcomes and healing rates and reducing wound related complications.
  6. Actively schedule and participate in one-on-one discussions about the wound care program

with primary care and surgical specialties.

7. Continuously assess current clinic flows, processes, and procedures, identifying areas of improvement, and developing and implementing best practices and appropriate changes to improve wound care outcomes.
8. Build appropriate relationships with interdisciplinary specialties to ensure appropriate and timely consultative patient care needs.
9. Work with hospital staff to ensure availability of adequate resources, supplies, equipment, and services for wound care program.
10. Participate in self-development conferences and professional associations related to wound care improvement and new wound care information.
11. Provide continuing wound care education to the staff including advances in wound healing.
12. Serve as physician leader responsible for the clinical, operational results and support education of wound care management.
13. CONTRACTOR shall devote a minimum of six point five (6.5) hours of administrative services per month to Medical Director, Wound Care Program Services duties. CONTRACTOR shall provide administrative services as directed by HOSPITAL Chief Medical Director. Administrative schedule will be as assigned and approved in advance by the HOSPITAL Chief Medical Director.

D. Clinical Services: CONTRACTOR shall have the following responsibilities:

1. HOSPITAL: Inpatient plastic and reconstructive surgery services, including inpatient wound care, daily rounds and consultation.
2. Clinic Services: Outpatient plastic and reconstructive surgery, including wound care, clinic teaching and coverage at HOSPITAL's clinic site(s) for a minimum of twenty (20) half-day clinics per month, forty-six (46) weeks per fiscal year. The clinic schedule shall be mutually agreed by CONTRACTOR and the AMBULATORY CARE Chief Medical Director. 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, or any additional hours agreed to by CONTRACTOR and AMBULATORY CARE Chief Medical Director.
3. Surgical Services: Plastic and reconstructive surgery services including, at a minimum, four (4) operating room blocks of surgical services per month , including non-scheduled emergency surgeries, at HOSPITAL's Operating Room or CONTRACTOR's Office. Operating room blocks of surgical services may be replaced by half-day clinics. CONTRACTOR shall provide two (2) half-day clinics for every (1) operating room block cancelled or unfilled.
4. Call and Additional Call Services: After-hours and weekend emergency consultation and

emergency room plastic surgery call coverage twenty-four (24) hours per day, a minimum of one in four (1:4) call days ninety-two (92) days per fiscal year, and a maximum of one in two (1:2) call days up to one hundred eighty three (183) days per fiscal year, based on the DEPARTMENT needs, in conjunction with the Medical Director, Plastic and Reconstructive Surgery Services and other plastic and reconstructive surgery physicians in the DEPARTMENT. The call coverage and additional after-hours schedule will be determined by CONTRACTOR. It is mutually understood that these services include necessary rounds, oversight of care, additional visits to HOSPITAL and appropriate documentation of services.

5. Consulting of plastic and reconstructive surgery services for physician and resident staff.
  6. Teaching of plastic and reconstructive surgery to physician and resident staff.
  7. Participation in both formal as well as informal plastic and reconstructive surgery education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
  8. To provide specialty case review, participate in the development and review of medical policies and procedures and attend assigned committees as requested by the Medical Director of the HOSPITAL.
  9. To 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.
  10. To assure that effective peer review of plastic and reconstructive surgery services is being conducted according to medical staff guidelines.
  11. To assist in the financial review and the performance review of the DEPARTMENT, its associated clinics, and the entire provision of plastic and reconstructive surgery services at HOSPITAL. AGENCY will provide the reports necessary for this review.
- E. CONTRACTOR shall represent HOSPITAL within the medical community and as Medical Director, Plastic and Reconstructive Surgery Services and Medical Director, Wound Care Program Services.
- F. CONTRACTOR shall assist AGENCY in developing and maintaining 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 in assuring that the DEPARTMENT functions in conformance with the written policies and procedures.
- G. CONTRACTOR shall help develop, update and maintain HOSPITAL's Family Medicine Residency curriculum for teaching plastic and reconstructive surgery practice and procedures to the resident physicians in preparation for their practice as family physicians, and to assure that residents are appropriately supervised during their provision of all plastic and reconstructive surgery services and that curriculum objectives are fulfilled.

- H. CONTRACTOR shall assist in the development of educational programs for other allied health professional personnel such as nurse practitioners, nurses, and technicians.
- I. CONTRACTOR shall cooperate with and assist other members of the Medical Staff of HOSPITAL in preparation of clinical reports for publication and CONTRACTOR will use his best efforts to enhance the reputation of the Medical Staff in the field of unusual or interesting studies made on its service.
- J. 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.
- K. CONTRACTOR's time will be allocated in approximately the following manner:

Administrative Services	15%
Patient Services	75%
Teaching	10%
TOTAL	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. The allocation of CONTRACTOR's time may be modified at any time at the discretion of the HOSPITAL Chief Medical Director.

- L. 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.
- M. By this Agreement, AGENCY contracts for the services of CONTRACTOR, as a physician, and CONTRACTOR may not substitute service by another physician without written approval of the HOSPITAL Chief Medical Director.

**ATTACHMENT II**  
**COMPENSATION FOR CONTRACTOR**

CONTRACTOR shall be paid for all services under this Agreement as follows:

1. BASE FEE: CONTRACTOR shall be paid the sum of twenty-three thousand seven hundred fifty dollars (\$23,750) per month (“BASE FEE”) for those services pertaining to the assigned duties described in Attachment I, paragraph D. Provision of fewer hours of service may result in a proration of the BASE FEE. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include a work log, schedule of days worked, or patients seen, as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Executive Officer or HOSPITAL Chief Medical Director on a monthly basis and attached to the monthly invoice. The maximum amount to be paid under this paragraph is two hundred eighty-five thousand dollars (\$285,000) per fiscal year.
2. Medical Director, Plastic and Reconstructive Surgery Services: CONTRACTOR shall be paid the sum of two thousand dollars (\$2,000) per month for administrative duties as Medical Director, Plastic and Reconstructive Surgery Services as described in Attachment I, paragraph B. 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 is twenty-four thousand dollars (\$24,000) per fiscal year.
3. Medical Director, Wound Care Program Services: CONTRACTOR shall be paid the sum of one thousand dollars (\$1,000) per month for administrative duties as Medical Director, Wound Care Program Services as described in Attachment I, paragraph C. 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 is twelve thousand dollars (\$12,000) per fiscal year.
4. Call and Additional Call Services: CONTRACTOR shall be paid for call coverage based on the following table below:

Plastic Call Coverage					
Call Coverage Description	Compensation Per Day	1:4 Call Days	1:4 Call Days Compensation	1:2 Call Days	1:2 Call Days Compensation
24 hours period	\$1,000	92	\$92,000	183	\$183,000
Total per FY			\$92,000		\$183,000

- a. CONTRACTOR shall provide a minimum of one in four (1:4) call days, for ninety-two



(92) total days per fiscal year.

- b. CONTRACTOR may provide additional call days up to a maximum of one in two (1:2) call days, for one hundred eighty-three (183) total days per fiscal year.
  - c. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include a work log, schedule of days worked, or patients seen, as applicable. CONTRACTOR shall attach a monthly schedule of the call days worked to the monthly invoice. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Executive Officer or HOSPITAL Chief Medical Director on a monthly basis and attached to the monthly invoice. CONTRACTOR may engage in no other coverage of clinical services while on duty for the after-hours call coverage described in this Agreement and compensated through this paragraph. It is mutually understood that these services include necessary rounds, oversight of care, additional visits to HOSPITAL and appropriate documentation of said services. The maximum amount to be paid under this sub-paragraph is one hundred eighty-three thousand dollars (\$183,000) per fiscal year.
5. Reimbursable Expenses: CONTRACTOR shall be reimbursed up to one thousand dollars (\$1,000) per month for health care premiums. CONTRACTOR is required to submit separate standalone invoices for reimbursement of health care premiums and proof of payment documentation for those health care premiums. Health care premiums must not be combined-billed with services rendered invoices. The maximum amount to be paid under this paragraph shall not exceed twelve thousand dollars (\$12,000) per fiscal year.
6. Productivity Compensation: CONTRACTOR shall have the ability to earn compensation based on Work Relative Value Units (“Work RVUs”). Work RVUs are mutually agreed to be those Work RVUs defined by Centers for Medicare and Medicaid Services (CMS), Area 17, and published in the Federal Register, for work performed by the physician, exclusive of advanced practice providers and using Current Procedural Terminology (CPT) code modifiers as appropriate. Work RVUs used in this calculation shall be updated and become effective once the data is issued by Medicare and AGENCY’s reporting systems are updated. Calculation of total Work RVUs shall take place within forty-five (45) days following the end of the quarter.

CONTRACTOR shall receive additional compensation, calculated and paid quarterly, for clinical services delivered by CONTRACTOR. Work RVUs produced by CONTRACTOR under this Agreement shall be paid based on the following:

The following table reflects the baseline Work RVUs and target Work RVUs:

	<b>Baseline Work RVU</b>	<b>Dollar per Work RVU</b>	<b>Maximum Compensation per fiscal year</b>
Effective July 1, 2023, and Any Fiscal Year Thereafter	Above 650 WRVUs per Quarter	\$40	\$96,000

Work RVUs shall be paid at a rate of forty dollars (\$40) per work RVU in excess of the baseline

Work RVU amount and up to ninety-six thousand dollars (\$96,000) per fiscal year.

Reports of Work RVU performance will be produced centrally as defined by AGENCY and will be distributed to CONTRACTOR. In the event that said Work RVU reports are not available in a timely manner and through no fault of CONTRACTOR, CONTRACTOR shall receive an estimated payment based on the prior quarter, or if no prior quarter, then the quarterly maximum shall be paid. Said payment shall be adjusted upon receipt of Work RVU data and payment adjustment, whether up or down, shall be made as soon as the data is available. Any repayment to AGENCY shall be made within thirty (30) days of reconciliation of actual data. Work RVUs for work performed for additional compensation within AGENCY under separate/secondary contract(s) shall be deducted from the Work RVU totals prior to calculation of the Work RVU to be paid under this Agreement. CONTRACTOR shall communicate, in writing, the terms of all such secondary contracts to AGENCY for this purpose.

The maximum amount to be paid under this paragraph is ninety-six thousand dollars (\$96,000) per fiscal year.

8. It is agreed that CONTRACTOR shall devote an average of forty (40) hours per week for forty-six (46) weeks per fiscal year to the responsibilities described in Attachment I. CONTRACTOR is responsible for continuing education time. If CONTRACTOR devotes less than forty-six (46) weeks in a fiscal year, the BASE FEE will be prorated to reflect the weeks worked.
9. To receive payments, CONTRACTOR must submit an invoice, within thirty (30) days of the end of the month 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.
10. If CONTRACTOR is under 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 monthly payment shall be withheld until the respective suspensions(s) are lifted, the documentation completed, or payment is authorized by the HOSPITAL Chief Executive Officer or HOSPITAL Chief Medical Director. The AGENCY shall pay no interest on any payment which has been withheld in this manner.
11. 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. Inpatient attending rounds compensation is considered to be included within the compensation for surgical services.
12. 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.

13. The maximum amount ("MAXIMUM FEE") to be paid under this Agreement is six hundred twelve thousand dollars (\$612,000) per fiscal year.