

**FIFTH AMENDMENT TO AGREEMENT FOR
MEDICAL DIRECTOR, BREAST RECONSTRUCTIVE SURGERY AND GENDER
CARE SERVICES**

This Fifth Amendment to the “Agreement for Medical Director, Breast Reconstructive Surgery and Gender Care 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 Arthur Flynn, M.D., a duly licensed physician or duly formed California Professional Corporation (“CONTRACTOR”).

Agreement

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

- A. Attachment I, Responsibilities of CONTRACTOR, is deleted and replaced in its entirety with the attached Attachment I.
- B. Attachment II, Compensation of CONTRACTOR, is deleted and 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:

Dated: _____

By: _____
Arthur Flynn, M.D.

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 Officers and Medical Director of Plastic Surgery.

- A. AGENCY shall appoint CONTRACTOR as Medical Director, Breast Reconstructive Surgery and Gender Care Services. HOSPITAL reserves the right to remove and appoint the Medical Director, Breast Reconstructive Surgery and Gender Care Services at the discretion of HOSPITAL Chief Medical Officer.
- B. As the Medical Director, Breast Reconstructive Surgery and Gender Care 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 breast reconstructive surgery and gender care services in line with the overall vision of AGENCY.
 - 2. Quality and Safety:
 - a. Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and HOSPITAL and AMBULATORY CARE 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.
 - 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 HOSPITAL and AMBULATORY CARE Chief Medical Officers 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. Breast Reconstructive Surgery and Gender Care Services Program Administration and Oversight:
 - a. Setting goals and objectives, strategic planning, community outreach to include communication with referral sources and participation in county-wide diversity, equity, and inclusion (DEI) initiatives and events.

- b. Staff training on DEI, as it relates to breast reconstructive surgery and gender care services.
- c. CONTRACTOR shall perform services to include but not limited to program development, expansion, and ongoing efforts toward compliance with Joint Commission and Centers of Medicaid and Medicare Services (CMS) accreditation of HOSPITAL and the American College of Surgeons (ACS). CONTRACTOR shall coordinate efforts with the HOSPITAL Chief Medical Officer and/or HOSPITAL Chief Executive Officer on additional research for the breast reconstructive surgery and gender care program that would benefit HOSPITAL.
- d. Quality oversight, evaluation of patients' reviews, assessment, and performance improvement.
- e. Setting standardized protocols for quality patient care and system-wide cultural education.
- f. Resident education oversight, orientation, and continuing education of the breast reconstructive surgery and gender care services.
- g. Liaison to HOSPITAL Chief Medical Officer.
- h. Coordination and integration of the breast reconstructive surgery and gender care services with all other departments of HOSPITAL.
- i. Serve on the Breast Reconstructive Surgery and Gender Care Services Committee of HOSPITAL.
- j. Recommending to HOSPITAL such equipment, space, supply, and personnel requirements as shall be necessary for the proper function of the transgender surgery program.
- k. Work with administration on opportunities to expand services, recruit patients, maintain financial prudence, and improve quality.
- l. Coordination and integration of interdepartmental and intradepartmental services.
- m. Development and implementation of policies and procedures to guide and support the provision of services.
- n. CONTRACTOR shall devote one (1) half-day per week to Medical Director, Breast Reconstructive Surgery and Gender Care Services duties. Half-days shall be defined as a minimum of four (4) hours of administrative services beginning at 8:00 a.m. to 12 p.m. or 1:00 p.m. to 5 p.m. CONTRACTOR shall provide administrative services as directed by HOSPITAL Chief Medical Officer. CONTRACTOR's administrative schedule will be as assigned and approved in advance by the HOSPITAL Chief Medical Officer.

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

1. Hospital Services: Inpatient breast reconstructive surgery and gender care services, including daily rounds, and consultation.
2. Clinic Services: Outpatient breast reconstructive surgery and gender care clinic teaching and coverage at HOSPITAL's clinic site(s) for a minimum of two (2) half-days clinics per month, for forty-six (46) weeks per year. The clinic schedule shall be mutually agreed by CONTRACTOR and the AMBULATORY CARE Chief Medical Officer. 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. Clinic half-days and operating room blocks of surgical services may be interchangeable. CONTRACTOR shall provide one (1) operating room block in lieu of two (2) half-day clinics.
3. Operating Room Services: Breast reconstructive surgery and gender care for a minimum of four (4) surgical block per month, for forty-six (46) weeks per year. Clinic half-days and operating room blocks of surgical services may be interchangeable. CONTRACTOR shall provide two (2) half-day clinics for every (1) operating room block cancelled or unfilled.

D. Plastic and Reconstructive Surgery Services:

1. Call and Additional Call Services: Effective April 1, 2023, through June 30, 2024, and any fiscal year thereafter, 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 or ninety-two (92) 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 the Medical Director of Plastic and Reconstructive Surgery. It is mutually understood that these services include necessary rounds, oversight of care, additional visits to HOSPITAL and appropriate documentation of services.
 2. Consulting plastic and reconstructive surgery services for physicians and resident staff.
 3. Teaching of plastic and reconstructive surgery to physicians and resident staff.
 4. 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.
- E. 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.

- F. 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.
- G. CONTRACTOR shall assist in the development of educational programs for other allied health professional personnel such as nurse practitioners, nurses, and technicians.
- H. 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.
- I. 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 their Core Measures and Patient Safety Goals.
- J. CONTRACTOR's time will be allocated in approximately the following manner:

Administrative Services	10%
Patient Services	80%
Research	0%
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 Officer.

- K. 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, as a physician, and

CONTRACTOR may not substitute service by another physician without written approval of the HOSPITAL Chief Medical Officer.

ATTACHMENT II
COMPENSATION FOR CONTRACTOR

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

1. 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
24 hours period	\$1,000
Total per FY	

- a. CONTRACTOR shall provide a minimum of one in four (1:4) call days, or ninety-two (92) total days per fiscal year.
 - b. 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 in accordance with Attachment I, paragraph D, subparagraph 1. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Executive Officer or HOSPITAL Chief Medical Officer 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.
2. Hospital Services, Clinic Services and Operating Room Services: Effective April 1, 2023, through June 30, 2024, and any fiscal year thereafter 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.

CONTRACTOR shall receive compensation, calculated and paid monthly, only for Work RVUs related to clinic services, surgical procedures and HOSPITAL consultations provided by CONTRACTOR. Work RVUs produced by CONTRACTOR under this Agreement shall be paid at a rate of seventy dollars (\$70) per work RVU. Effective July 1, 2023, and thereafter, calculation of total Work RVUs shall take place within thirty (30) days following the end of

the month.

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 a payment of twenty-three thousand nine hundred seventeen dollars (\$23,917) per month. 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 due 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.

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 Officer on a monthly basis and attached to the monthly invoice.

3. Medical Director, Breast Reconstructive Surgery and Gender Care Services: CONTRACTOR shall be paid one hundred and fifty dollars (\$150) per hour for administrative duties as Medical Director, Breast Reconstructive Surgery and Gender Care Services, as outlined in Attachment I. 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.
4. 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.
5. Physician Assistants Compensation: CONTRACTOR shall be paid at the rate of ninety-five dollars (\$95) per hour for up to five hundred four (504) hours per fiscal year for provision of physician assistant services in the operating room. Operative time shall be defined as room-in to room-out time provided by report via Hospital IQ. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed as applicable and include it with 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.
6. 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.

7. 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 Officer. The AGENCY shall pay no interest on any payment which has been withheld in this manner.
8. 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.
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.