

**THIRD AMENDMENT TO AGREEMENT FOR VENTURA COUNTY MEDICAL
CENTER (VCMC) DIRECTOR AND ATTENDING PHYSICIANS, HOSPITALIST
SERVICES AND SANTA PAULA HOSPITAL (SPH) DIRECTOR AND ATTENDING
PHYSICIANS, HOSPITALIST AND CRITICAL CARE SERVICES**

This Third Amendment to “Agreement for Ventura County Medical Center (VCMC) Director and Attending Physicians, Hospitalist Services and Santa Paula Hospital (SPH) Director and Attending Physicians, Hospitalist and Critical Care Services” dated July 1, 2021 (“Agreement”), is made and entered into by and between the County of Ventura, a political subdivision of the State of California, and Ventura County Hospitalists, Inc., 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. Exhibit A shall be replaced in its entirety with the attached Exhibit A.
- B. The Agreement is hereby extended to remain in effect through December 31, 2024, subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors.
- C. 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 Third Amendment on the dates written below:

VENTURA COUNTY HOSPITALISTS, INC.

Dated: _____

By: _____
Joseph Esherick, M.D., PRESIDENT
VENTURA COUNTY HOSPITALISTS, INC.

AGENCY:

Dated: _____

By: _____
HCA DIRECTOR OR DESIGNEE

EXHIBIT A
PARTICIPATING PHYSICIANS

1	Andrade, Alejandro	MD
2	Araujo, David	MD
3	Bordia, Nikhil	MD
4	Carroll, Nathan	MD
5	Chen, George	DO
6	Cox, Daniel	MD
7	David, Jacob	MD
8	Donnelly-Taylor, Clare	MD
9	Esherick, Joseph	MD
10	Farson, Matthew	MD
11	Fishman, David	MD
12	Gorit, Gideon	MD
13	Grossman, Samuel	MD
14	Halbach, Emilie	MD
15	Ike, Kaitlyn	MD
16	Jorgensen, Neil	MD
17	Khan, Tipu	MD
18	Kim, Joanne	MD
19	Kopecky, Abigail	MD
20	Kory, Leah	MD
21	Lepore, Mark	MD
22	Macrito, Jolie	DO
23	Meza, Raul	MD
24	Morie, Marina	MD
25	Morris, Carolyn	MD
26	Nguyen, Thuy Trang Jennie	MD
27	Noah, Jerold	MD
28	Nuhn, John	MD
29	Perera, Yohan	MD
30	Phang, Samuel	MD
31	Prusack, Phillip	MD
32	Ramirez, Michael	MD
33	Rowley, Jason	MD
34	Sacks, Zadok	MD
35	Schoeld, Kristi	MD

36	Sendaydiego, Catherine	MD
37	Serrano, Vladimir	MD
38	Shore, Kathleen	DO
39	Singh, Lisa	MD
40	Stellar, Carmen	MD
41	Thorp, Sara	DO
42	Tosini, Tomasso	MD
43	Travers, Tamra	MD
44	Walls, Anthony	MD
45	Wing, Aimee	MD
46	Zwolak, Zachary	DO
47	Wagberman, Lindsay	MD
48	Grossman, Danielle	MD
49	Donner, David	MD

ATTACHMENT II
COMPENSATION OF CONTRACTOR

CONTRACTOR shall be paid according to the following for services at VCMC and SPH:

I. Compensation for Services at VCMC:

1. **Monthly Base:** CONTRACTOR shall be paid a monthly base of two hundred sixty-seven thousand five hundred ninety-nine dollars and fourteen cents (\$267,599.14) for performing services at VCMC as described in Attachment I. If fewer services are provided than described in Attachment I, these fees shall be prorated accordingly. CONTRACTOR shall track, prepare and attach to the invoice a monthly detailed summary of activities performed to include time spent and numbers of patients seen, and calendars of VCMC and SPH services, as necessary. 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 for the period of July 1, 2023, through December 31, 2024, is four million eight hundred sixteen thousand seven hundred eighty-four dollars and fifty-two cents (\$4,816,784.52).
2. **Director Fee at VCMC:** CONTRACTOR shall be paid two thousand dollars (\$2,000) per month for the services of the VCMC Director of Adult Hospital Medicine Services 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. The maximum payment to be paid under this paragraph for the period of July 1, 2023, through December 31, 2024, is thirty-six thousand dollars (\$36,000).
3. **Incentives:** CONTRACTOR will provide AGENCY monthly, quarterly, and annual reports, as necessary, demonstrating achievement of the following measures in order to receive additional annual incentive compensation as stated in each subparagraph below. Each measure will account for a portion of the additional compensation incentive payment as listed below:
 - a. **Teaching-Administrative-Research (TAR):** CONTRACTOR shall be paid a monthly amount of three thousand three hundred fifty dollars (\$3,350) for teaching-administrative-research (TAR) services performed, including 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. CONTRACTOR shall coordinate with the HOSPITAL Chief Medical Officer and/or HOSPITAL Chief Executive Officer for additional research programs that would benefit HOSPITAL. CONTRACTOR shall track, prepare and attach to the invoice a monthly detailed summary of activities performed. 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 subparagraph for the

period of July 1, 2023, through December 31, 2024, is sixty thousand three hundred dollars (\$60,300).

- b. PCP Communication: An incentive of seventy-six thousand eighty dollars (\$76,080) will be paid for the period of July 1, 2023, through December 31, 2024, if there is documentation of communication between the primary care provider of the patient and CONTRACTOR in at least 90% of the patients cared for by providers under this Agreement. This can be a one-on-one communication between health care providers or communication via secure email, Cerner messaging, voicemail or fax. Documentation must be submitted to AGENCY each month in a manner mutually agreed upon between CONTRACTOR and AGENCY. 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. This incentive payment paid on a monthly basis is four thousand two hundred twenty-six dollars and sixty-six cents (\$4,226.66).
- c. Residents Teaching Rounds: CONTRACTOR shall complete teaching rounds no earlier than 11:30 AM during weekdays. CONTRACTOR shall maintain a log to include date, time and topic of teaching rounds for each week. CONTRACTOR shall provide to AGENCY a quarterly report of the teaching activities. Achievement of this metric will be based on ninety percent (90%) or better compliance with 11:30 AM or later teaching rounds start time. 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 quarterly basis and attached to the quarterly incentive invoice. The maximum amount to be paid under this subparagraph for the period of July 1, 2023, through December 31, 2024, shall not exceed forty-five thousand dollars (\$45,000).
- d. Throughput Measure 1 – VCMC Discharge: CONTRACTOR in collaboration with the residents who CONTRACTOR supervises will prioritize identifying patients who are safe and appropriate for discharge early in the work day. The goal is to complete discharge orders on appropriate patients before 11:00 AM to improve the overall throughput of patients through HOSPITAL. Achievement of this metric shall be determined by reference to the percentage of patients under the care of CONTRACTOR who had a signed discharge order before 11:00 AM from July 1, 2017 through June 30th, 2018. The fiscal year from July 1, 2017 through June 30th, 2018 will be used as the baseline for all calculations including from July 1, 2020 through June 30th, 2021 and from July 1, 2021 through June 30th, 2022 and ongoing. The percentage of patients with signed discharge orders at VCMC prior to 11:00 AM under the care of CONTRACTOR will be reviewed quarterly and payment made based on the following table:

Percentage improvement (from baseline year)	Quarterly Payment	Annual Payment
>10%	\$7,500	\$30,000
8-10%	\$4,500	\$18,000
5-8%	\$1,500	\$6,000
< 5%	\$0	\$0

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 quarterly basis and attached to the quarterly incentive invoice. The maximum amount to be paid under this subparagraph for the period of July 1, 2023, through December 31, 2024, shall not exceed forty-five thousand dollars (\$45,000).

- f. Trauma Medicine (T-Med) Collaborative: CONTRACTOR shall receive an annual incentive based on the mortality rate for traumatized patients 65 years of age and older with an injury severity score (ISS) of 16 or more, as described in the table below. Achievement of this metric shall be approved by the HOSPITAL Chief Medical Officer based on actual data produced by CONTRACTOR at the end of each fiscal year. The maximum amount to be paid under this sub-paragraph for the period of July 1, 2023, through December 31, 2024, is thirty-two thousand nine hundred forty dollars (\$32,940).

Mortality Rate Measurement	Mortality Rate Percentage	Annual Incentive
HOSPITAL mortality rate for traumatized patients age 65 years and older with injury severity score (ISS) 16 or greater.	≥31.6%	\$0
	31-31.5%	\$4,460
	30-30.9%	\$6,960
	29-29.9%	\$9,460
	28-28.9%	\$11,960
	27-27.9%	\$14,460
	26-26.9%	\$16,960
	25-25.9%	\$19,460
	≤25%	\$21,960

II. Compensation for Services at SPH:

1. Base Fee for Hospitalist Services: CONTRACTOR shall be paid a monthly base of one hundred nine thousand one hundred forty-four dollars and seventy-one cents (\$109,144.71) for performing hospitalist services at SPH as described in Attachment I. If fewer services are provided than described in Attachment I, these fees shall be prorated accordingly. CONTRACTOR shall track, prepare and attach to the invoice a monthly detailed summary of activities performed to include time spent and numbers of patients seen, and calendars of VCMC and SPH services, as necessary.

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 for the period of July 1, 2023, through December 31, 2024, is one million nine hundred sixty-four thousand six hundred four dollars and seventy-eight cents (\$1,964,604.78).

2. Base Fee for Critical Care Services: CONTRACTOR shall be paid a monthly base of sixty-five thousand thirteen dollars and seventy-two cents (\$65,013.72) for performing critical care services at SPH as described in Attachment I. If fewer services are provided than described in Attachment I, these fees shall be prorated accordingly. CONTRACTOR shall track, prepare and attach to the invoice a monthly detailed summary of activities performed to include time spent and numbers of patients seen, and calendars of VCMC and SPH services, as necessary. 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 for the period of July 1, 2023, through December 31, 2024, is one million one hundred seventy thousand two hundred forty-six dollars and ninety-six cents (\$1,170,246.96).
3. Nightly ICU Back-up Services: CONTRACTOR shall be paid a base monthly payment of four thousand seven hundred forty-six dollars and eighty-three cents (\$4,746.83) for ICU back-up services rendered at SPH. If fewer services are provided than described in Attachment I, these fees shall be prorated accordingly. CONTRACTOR shall track, prepare and attach to the invoice a monthly detailed summary of activities performed to include time spent and numbers of patients seen, and calendars of SPH ICU back-up services, as necessary. 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 for the period of July 1, 2023, through December 31, 2024, is eighty-five thousand four hundred forty-two dollars and ninety-four cents (\$85,442.94).
4. Director Fee SPH: CONTRACTOR shall be paid one thousand five hundred dollars (\$1,500) per month for the services of the SPH Director of Hospitalist and Critical Care Services outlined in Attachment I. If fewer services are provided than described in Attachment I, these fees shall be prorated accordingly. 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 payment to be paid under this paragraph for the period of July 1, 2023, through December 31, 2024, is twenty-seven thousand dollars (\$27,000).

5. Incentives: Throughput Measure 2 – SPH Discharge.

CONTRACTOR in collaboration with the residents the CONTRACTOR supervises will prioritize identifying patients who are safe and appropriate for discharge early in the work day. The goal is to complete discharge orders on appropriate patients before 11:00 AM to improve the overall throughput of patients through HOSPITAL. Achievement of this metric shall be determined by reference to the percentage of patients under the care of CONTRACTOR who had a signed discharge order before 11:00 AM from July 1, 2017 through June 30th, 2018. The fiscal year from July 1, 2017 through June 30th, 2018 will be used as the baseline for all calculations including from July 1, 2021 through June 30th, 2022 and July 1, 2022 through June 30, 2023 and ongoing. The percentage of patients with signed discharge orders at SPH prior to 11:00 AM under the care of the CONTRACTOR will be reviewed quarterly and payment made based on the following table:

Percentage improvement (from baseline year)	Quarterly Payment	Annual Payment
>10%	\$5,000	\$20,000
>8-10%	\$4,000	\$16,000
5-8%	\$3,000	\$12,000
>3-5%	\$2,000	\$8,000
1-3%	\$1,000	\$4,000
< 1%	\$0	\$0

CONTRACTOR together with Quality Improvement Department will provide AGENCY reports demonstrating achievement of this incentive on a quarterly basis. 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 quarterly basis and attached to the quarterly incentive invoice. The maximum amount to be paid under this paragraph for the period of July 1, 2023, through December 31, 2024, shall not exceed thirty thousand dollars (\$30,000).

6. Quality of Care Improvement: CONTRACTOR shall earn additional compensation of ten thousand five hundred dollars (\$10,500) per quarter related to the satisfactory performance of quality of care improvement projects. These projects will have well defined performance metrics and be mutually agreed upon by CONTRACTOR and the HOSPITAL Chief Medical Officer and Chief Executive Officer. Examples of such projects are participation in HOSPITAL's efforts to reduce central line associated blood stream infections, catheter associated urinary tract infections, unanticipated returns to the critical care unit, early mobilization for decubitus ulcer prevention and participation in patient blood management efforts as part of the ongoing process improvement for the AGENCY. These projects may change by mutual consent and their measure of success adjusted to reflect progress in these clinical areas. CONTRACTOR shall submit documentation of quality of care improvement projects at the end of each quarter. 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

quarterly basis and attached to the quarterly incentive invoice. The maximum amount to be paid under this paragraph for the period of July 1, 2023, through December 31, 2024, is sixty-three thousand dollars (\$63,000).

III. General Provisions:

1. Administrative Costs: CONTRACTOR shall be paid five thousand eight hundred thirty-three dollars and thirty-three cents (\$5,833.33) per month for administrative costs associated with the operations of the hospitalist services at VCMC and SPH and critical care services at SPH. The maximum amount to be paid under this paragraph for the period of July 1, 2023, through December 31, 2024, is one hundred five thousand dollars (\$105,000).
2. Administrative Staff at VCMC and SPH: CONTRACTOR shall be paid five thousand dollars (\$5,000) per month for administrative support services at VCMC and SPH as outlined in paragraph I.5 of Attachment I. If fewer services are provided than described in paragraph I.5 of Attachment I, these fees shall be prorated accordingly. CONTRACTOR shall track, prepare and attach to the invoice a monthly detailed summary of activities performed to include time spent and administrative tasks, and calendars of scheduled services, as necessary. 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 for the period of July 1, 2023, through December 31, 2024, is ninety thousand dollars (\$90,000).
3. 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.
4. 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, quantity of services, per hour amounts, per unit amounts, etc, as applicable, 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.
5. 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 suspension(s) are lifted, the documentation completed, or payment is authorized by the Chief Executive Officer or Chief Medical Officer of HOSPITAL. AGENCY shall pay no interest on any payment which has been withheld in this manner.
6. 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.

7. The maximum amount to be paid under this Agreement for the period of July 1, 2023, through December 31, 2024, is eight million six hundred forty-seven thousand three hundred ninety-nine dollars and two cents (\$8,647,399.02).