

**FIRST AMENDMENT TO AGREEMENT FOR DIRECTOR AND ATTENDING  
PHYSICIANS, CRITICAL CARE DEPARTMENT SERVICES**

This First Amendment to the “Agreement for Director and Attending Physicians, Critical Care Department Services” effective January 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 Critical Care Associates of Ventura County, Inc., a California Medical Corporation (“CONTRACTOR”).

Agreement

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

- A. Exhibit A, Participating Physicians, shall be replaced in its entirety with the attached Exhibit A.
- B. Attachment I shall be replaced in its entirety with the attached Attachment I.
- C. 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.

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

CONTRACTOR: CRITICAL CARE ASSOCIATES OF VENTURA COUNTY, INC.

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

By: \_\_\_\_\_  
Javier Romero, M.D.  
President

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

By: \_\_\_\_\_  
Joseph Esherick, M.D.  
Vice President

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

By: \_\_\_\_\_  
David Fishman, M.D.  
Chief Financial Officer

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

By: \_\_\_\_\_  
Mark Lepore, M.D.  
Secretary

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

By: \_\_\_\_\_  
Tara Paterson, M.D.  
Director

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

By: \_\_\_\_\_  
Afshin Ahoubim, M.D.

AGENCY:

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

By: \_\_\_\_\_  
HCA DIRECTOR or DESIGNEE

**EXHIBIT A**  
**PARTICIPATING PHYSICIANS**

Gideon Gorit, M.D.  
Julianne Awrey, MD  
Lauren Vansant, DO

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

It is mutually agreed that CONTRACTOR shall have the following responsibilities relative to the critical care program of HOSPITAL, under the supervision of HOSPITAL's Chief Executive Officer and Chief Medical Officer.

1. Medical Directors: AGENCY shall appoint David Fishman, M.D. and Tara Paterson, M.D. as Co-Medical Directors, Critical Care Services and Javier Romero M.D. as Medical Director, Surgical Critical Care Services. AGENCY reserves the right to remove and appoint the Co-Medical Directors, Critical Care Services and Medical Director, Surgical Critical Care Services, at its discretion. As Co-Medical Directors, Critical Care Services and Medical Director, Surgical Critical Care Services, CONTRACTOR shall be responsible for the following:
  - A. Management, professional supervision and regulatory documentation and compliance of the Critical Care Services and Surgical Critical Care Services.
  - B. Strategic Vision: Establish the clinical vision and clinical strategic goals, both on a short and long term basis of the Critical Care Services and Surgical Critical Care Services in line with the overall vision of AGENCY.
  - C. Quality and Safety:
    - i. Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and 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).
  - D. Resource Allocation and Oversight:
    - i. Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and 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.
2. Clinical Responsibilities:
  - A. Liaison between physicians and staff, providing education and collaboration between the Clinical Nurse Manager and Manager of Respiratory Services and their respective

staff. A quarterly report of these meeting minutes will be provided to HOSPITAL leadership for review.

- B. Management and reporting of Quality Assurance and Performance Improvement (QAPI) for all projects in the Intensive Care Unit (ICU). This includes reporting plan, process and outcomes of projects in conjunction with the Clinical Nurse Manager of the ICU.
  - C. Oversight of the ICU tracker program maintaining its viability and performance standards to allow for reporting of quality data.
  - D. Multidiscipline quality rounds to ensure compliance with published standards.
  - E. Facilitate ICU committee meeting.
  - F. Facilitate ICU mortality and morbidity conference.
  - G. Collaborate with the attending physician group at Santa Paula Hospital (SPH) to develop a working group that meets bi-monthly. This group will establish collaborative processes related to quality and standards of care. Reporting on these efforts will be made through minutes taken at the meetings and data collected and reported to the Performance Improvement Coordinating Council.
- 3. Point-of-care Ultrasound Evaluation and Utilization Services: CONTRACTOR shall provide comprehensive education and ongoing oversight to ensure compliance with all applicable quality standards and regulatory requirements pertaining to point-of-care ultrasound utilization and associated billing practices in the critical care setting.
  - 4. Resident Education Curriculum Development Services: CONTRACTOR shall develop and implement a comprehensive and rigorous academic curriculum for residents and medical students rotating through the ICU of HOSPITAL. The curriculum shall meet the educational requirements and accreditation standards established by the Accreditation Council for Graduate Medical Education (ACGME), the appropriate medical specialty boards, and any other relevant regulatory or accrediting bodies.
  - 5. As directors and attending physicians, CONTRACTOR shall be responsible for the staffing, management and professional supervision of the Critical Care program at HOSPITAL's Ventura campus and assisting with tele-medicine services at SPH. It is mutually understood that CONTRACTOR shall have no direct patient care responsibilities at SPH through this Agreement.
  - 6. CONTRACTOR shall cooperate in coordinating the QAPI programs at SPH.
  - 7. CONTRACTOR shall have the following additional responsibilities:
    - 1. To assure that adequate and appropriate physician coverage is provided at HOSPITAL's

Ventura campus, in cooperation with other contracted providers, for all critical care services, 24 hours per day, 7 days per week, each day of the year, through a call system that includes first up and second up call coverage. Such services shall include, but not be limited to:

- i. Inpatient services, including coverage daily rounds, consultation and all other clinical activities as shall be required by the demands of the service. The Medical Director, Critical Care Services shall ensure that all services provided are accompanied by documentation of attending physician involvement in the provision of medical care.
- ii. Inpatient services shall be defined as the CONTRACTOR providing 24 hours of physician coverage at HOSPITAL's Ventura campus daily, 365 days a year. Inpatient service shall also include after-hours coverage separate from the daily coverage, generally defined as from 6pm until 7am on a daily basis, 365 days a year.
- iii. Oversight and clinical input on the appropriate utilization of ICU and Definitive Observation Unit beds.
- iv. Provide physician coverage in the critical care surgical–neuro unit.
- v. Regular meetings with critical care nursing and respiratory therapy staff to address problems and concerns.
- vi. Performance improvement projects and protocols to be formed focusing on weaknesses in care.
- vii. Quarterly meetings to present end-points of care to include, at minimum, the following: ICU mortality, ventilator associated pneumonia rates, catheter related blood stream infections, stress ulcer prophylaxis rates, DVT prophylaxis rates, unanticipated extubation rates, sepsis management and decubitus ulcer rates.
- viii. Organize monthly critical care morbidity and mortality meetings.
- ix. Continuing education in critical care medicine to nursing and respiratory therapy staff.
- x. Emergency room consultation.
- xi. Consulting critical care services for HOSPITAL staff and resident staff.
- xii. Teaching of critical care services to physicians and resident staff.
- xiii. Participation in both formal as well as informal DEPARTMENT education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.

- xiv. To 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 Joint Commission, and in assuring that the DEPARTMENT functions in conformance with the written policies and procedures.
  - xv. To help develop, update and maintain HOSPITAL Family Medicine Residency curriculum for teaching critical care practice and procedures to the resident physician staff in preparation for their practice as family physicians, and to assure that residents are appropriately supervised during their provision of all critical care services and that curriculum objectives are fulfilled.
  - xvi. To assist in the development of educational programs for other allied health professional personnel such as nurse practitioners, nurses, and technicians.
  - xvii. To represent HOSPITAL within the medical community as Medical Director and Attending Physicians, Critical Care Services.
  - xviii. 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.
  - xix. To assure that effective peer review of critical care services is being conducted through the Critical Care Committee and in accordance with Medical Staff guidelines.
  - xx. To assist in the performance review of the DEPARTMENT and the entire provision of critical care services at HOSPITAL. CONTRACTOR shall participate, as requested, in the development and implementation of an annual business plan for HOSPITAL and AMBULATORY CARE in the area of critical care. AGENCY will provide the reports necessary for this review.
8. It shall be the responsibility of CONTRACTOR to assure his appropriate membership on the Medical Staff of HOSPITAL, and their proper credentialing.
9. 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.
10. CONTRACTOR's time will be allocated in approximately the following manner:

Hospital Services	15%
Patient Services	60%

Research	5%
Teaching	<u>20%</u>
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. AGENCY may amend the allocation of CONTRACTOR's time with written notice by the AGENCY Director.

11. CONTRACTOR agrees 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.
12. CONTRACTOR shall prepare and submit all Physician's Services slips, invoices for services, treatment plans and other documents required by AGENCY and any third party payer, including, but not limited to, Medicare and Medi-Cal, for the remuneration of CONTRACTOR's services within ten (10) days of the provision of the services by CONTRACTOR in the AGENCY's electronic record system. Such documentation shall be accurate and legible. CONTRACTOR acknowledges that AGENCY will rely upon this documentation in billing third party payers for their services.
13. By this Agreement, AGENCY contracts for the services of the physicians listed on the signature page and the Participating Physicians listed on Exhibit A, as physicians, and CONTRACTOR may not substitute service by another physician without approval of the Chief Medical Officer of HOSPITAL.

## **ATTACHMENT II**

### **COMPENSATION OF CONTRACTOR**

CONTRACTOR shall be paid as follows:



1. Base Fee:
  - a. Effective July 1, 2023, through May 31, 2024, CONTRACTOR shall receive a base compensation of one hundred fifty-four thousand six hundred fifty-six dollars and sixty-six cents (\$154,656.66) per month for services performed under this Agreement. If fewer services are provided than described in Attachment I, the fee shall be prorated accordingly. Partial months of service shall be prorated. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of surgeries, number of clinics, calendar of clinics and operating room 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 for the period of July 1, 2023, through May 31, 2024, shall not exceed one million seven hundred one thousand two hundred twenty-three dollars (\$1,701,223).
  - b. Effective June 1, 2024, through June 30, 2024, CONTRACTOR shall receive a base compensation of one hundred fifty-six thousand seven hundred forty dollars (\$156,740) per month for services performed under this Agreement. If fewer services are provided than described in Attachment I, the fee shall be prorated accordingly. Partial months of service shall be prorated. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of surgeries, number of clinics, calendar of clinics and operating room 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 for the period of June 1, 2024, through June 30, 2024, shall not exceed one hundred fifty-six thousand seven hundred forty dollars (\$156,740).
  - c. Effective July 1, 2024, through June 30, 2025, and any fiscal year thereafter, CONTRACTOR shall receive a base compensation of one hundred fifty-six thousand seven hundred forty dollars (\$156,740) per month for services performed under this Agreement. If fewer services are provided than described in Attachment I, the fee shall be prorated accordingly. Partial months of service shall be prorated. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of surgeries, number of clinics, calendar of clinics and operating room 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 one million eight hundred eighty thousand eight hundred eighty dollars (\$1,880,880) per fiscal year.
2. Critical Care Medical Director Fee: CONTRACTOR shall be paid at the rate of one hundred and fifty dollars (\$150) per hour, up to two hundred forty (240) hours per fiscal year, for

services performed in support of HOSPITAL's ICU as Co-Medical Directors, Critical Care Services, as 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. The maximum amount to be paid under this paragraph shall not exceed thirty-six thousand dollars (\$36,000) per fiscal year.

3. Surgical Critical Care Medical Director Fee: CONTRACTOR shall be paid at the rate of one hundred and fifty dollars (\$150) per hour, up to two hundred forty (240) hours per fiscal year, for services performed as Medical Director, Surgical Critical Care Services, as 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. The maximum amount to be paid under this paragraph shall not exceed thirty-six thousand dollars (\$36,000) per fiscal year.
4. Point of Care Ultrasound Evaluation and Utilization Services:
  - a. Effective June 1, 2024, through June 30, 2024, CONTRACTOR shall be paid one hundred and twenty-five dollars (\$125) per hour, up to sixteen (16) hours for the period of June 1, 2024, through June 30, 2024, for Point of Care Ultrasound Evaluation and Utilization Services, as described in Attachment I, paragraph 3. 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 for the period of June 1, 2024, through June 30, 2024, shall not exceed two thousand dollars (\$2,000).
  - b. Effective July 1, 2024, through June 30, 2025, and any fiscal year thereafter, CONTRACTOR shall be paid one hundred and twenty-five dollars (\$125) per hour, up to ninety-six (96) hours per fiscal year, for Point of Care Ultrasound Evaluation and Utilization Services, as described in Attachment I, paragraph 3. 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.

5. Resident Education Curriculum Development Services:
- a. Effective June 1, 2024, through June 30, 2024, CONTRACTOR shall be paid one hundred and twenty-five dollars (\$125) per hour, up to sixteen (16) hours for the period of June 1, 2024, through June 30, 2024, for Resident Education Curriculum Development Services, as described in Attachment I, paragraph 4. 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 for the period of June 1, 2024, through June 30, 2024 shall not exceed two thousand dollars (\$2,000).
  - b. Effective July 1, 2024, through June 30, 2025, and any fiscal year thereafter, CONTRACTOR shall be paid one hundred and twenty-five dollars (\$125) per hour, up to ninety-six (96) hours per fiscal year, for Resident Education Curriculum Development Services, as described in Attachment I, paragraph 4. 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.
6. Teaching/Admin/Research: CONTRACTOR shall be paid three thousand six hundred forty-eight dollars and seventy-five cents (\$3,648.75) per month for Teaching-Administrative-Research (TAR) services performed 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. CONTRACTOR shall coordinate efforts with the HOSPITAL Chief Medical Officer and/or HOSPITAL Chief Executive Officer on additional research programs that would benefit the HOSPITAL. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed, 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 forty-three thousand seven hundred eighty-five dollars (\$43,785) per fiscal year.
7. Quality of Care Improvement: CONTRACTOR shall be paid four thousand one hundred sixty six dollars and sixty six cents (\$4,166.66) per month for quality of care improvement services. CONTRACTOR shall coordinate efforts with the HOSPITAL Chief Medical Officer and/or HOSPITAL Chief Executive Officer on quality of care improvement projects that provide mutual benefit particularly for patient care. The HOSPITAL Chief Medical Officer, and Chief Executive Officer will decide upon a quality metric for which there are

published standards and benchmarks for performance. These projects will have well defined performance metrics and be mutually agreed upon by CONTRACTOR and the HOSPITAL Chief Medical Officer and HOSPITAL Chief Executive Officer. Performance will be measured against published standards and effectiveness of the projects will be evaluated based on improvement of measures as compared with these standards. These projects may be changed by mutual consent and their measure of success adjusted as to reflect progress in these clinical areas. CONTRACTOR shall provide AGENCY an annual report on the quality of care projects completed within forty five (45) days after the end of each fiscal year. If, in the determination of the HOSPITAL Chief Medical Officer and HOSPITAL Chief Executive Officer, the quality of care improvement projects have not achieved the required improvements, the monthly compensation previously paid to CONTRACTOR will be pro-rated accordingly, and any overpayment shall be deducted from amounts otherwise owing to CONTRACTOR under this Agreement. Should this Agreement be terminated for any reason, CONTRACTOR shall repay Agency within thirty (30) days of termination any amount collected yet not achieved as a result of termination. The maximum amount to be paid under this paragraph shall not exceed fifty thousand dollars (\$50,000) per fiscal year.

8. Tele-ICU Coverage: CONTRACTOR shall be paid one hundred and fifty dollars (\$150) per day for each day Tele-ICU program services are provided at SPH. CONTRACTOR shall submit an invoice and a schedule for these services to AGENCY on a monthly basis. The maximum amount to be paid under this paragraph is fifty-four thousand seven hundred fifty dollars (\$54,750) per fiscal year.
9. 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.
10. 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 shall include the appropriate back up documentation of call schedule, procedure details, and any applicable information that will describe the service provided. 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.
11. 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 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 20% of the total 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 Office of HOSPITAL. AGENCY shall pay no interest on any payment which has been withheld in this manner.

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 for the period of July 1, 2023, through June 30, 2024, is two million eighty-two thousand four hundred ninety-eight dollars (\$2,082,498) and is two million one hundred twenty-five thousand four hundred fifteen dollars (\$2,125,415) for any fiscal year thereafter.