

**SECOND AMENDMENT TO AGREEMENT FOR
DIRECTOR(S) AND ATTENDING PHYSICIANS OF SURGERY,
METABOLIC AND BARIATRIC SURGERY, TRAUMA, THORACIC
SURGERY, ROBOTIC SURGERY, AND QUALITY IMPROVEMENT
SERVICES**

This Second Amendment to the “Agreement for Director(s) and Attending Physicians of Surgery, Metabolic and Bariatric Surgery, Trauma, Thoracic Surgery, Robotic Surgery and Quality Improvement 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 Ventura County Surgical Associates (“CONTRACTOR”), a California general partnership. COUNTY, AGENCY and CONTRACTOR may be referred to collectively as the “Parties.”

Agreement

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

1. The Agreement, subject to all necessary budgetary approvals by the Ventura County Board of Supervisors, shall be extended through June 30, 2025. Then, unless either party gives notice of its intent not to renew at least ninety (90) days prior to the renewal date, and subject to the receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, the Agreement shall then be extended for two (2) additional period of one (1) year.
2. Exhibit A, shall be replaced in its entirety with the attached Exhibit A.
3. Attachment I, Responsibilities of Contractor, shall be replaced in its entirety with the attached Attachment I.
4. 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: Ventura County Surgical Associates:

Ventura Critical Care Group Medical Corporation,
A California medical corporation

Dated: _____

By: _____
Javier Romero, M.D., President

Thomas K. Duncan, D.O., Inc.
A California medical corporation

Dated: _____

By: _____
Thomas Duncan, D.O., President

Jeremy Schweitzer, M.D., Inc. A Medical Corporation,
A California medical corporation

Dated: _____

By: _____
Jeremy Schweitzer, M.D., President

Barry Sanchez, M.D., Inc.
A California medical Corporation

Dated: _____

By: _____
Barry Sanchez, M.D., President

AGENCY:

Dated: _____

By: _____
HCA DIRECTOR OR DESIGNEE

EXHIBIT A
PARTICIPATING PHYSICIANS
Effective 07.01.23

Surgery, Bariatric Surgery, and Robotic Surgery:

Jaime Arana, M.D.

Casey Barbaro, M.D.

Shawn Steen, M.D.

Anthony Carden, M.D.

William Charles Conway, M.D.

Karim Jreije, D.O.

Garrett Jones, D.O.

Lauren Van Sant D.O.

Adam Shellito, M.D.

Thoracic Surgery:

Lamar Bushnell, M.D.

Jennifer Wan, M.D.

Scott Chicotka, M.D.

ATTACHMENT I
RESPONSIBILITY OF CONTRACTOR

I. SURGERY DEPARTMENT: It is mutually agreed that CONTRACTOR shall have the following responsibilities relative to the SURGERY DEPARTMENT of HOSPITAL.

1. Clinical Services: CONTRACTOR shall assure that adequate and appropriate physician coverage for all surgery services is available every day of the year, 24 hours per day, 7 days per week, through a system of primary and secondary call at HOSPITAL's Ventura and Santa Paula campuses. Such services shall include, but not be limited to:
 - a. Inpatient surgery services, including daily rounds, consultation and all other coverage based on patient demands of service.
 - b. Outpatient surgery teaching and coverage at HOSPITAL's clinic site(s) totaling an average of ninety (90) clinics per month. CONTRACTOR shall provide a minimum of three (3) half-day clinics each per week. The Chairman of Surgery Services shall organize and oversee the additional surgery clinics provided by CONTRACTOR and other physicians independently contracted through AGENCY to provide surgery services.
 - c. All surgery services including, at a minimum, five and one-half blocks of surgical services per week at HOSPITAL. CONTRACTOR shall provide an average minimum of one (1) full-day surgical block each per week. The Chairman of Surgery Services shall organize and oversee additional surgical blocks provided by CONTRACTOR and other physicians independently contracted through AGENCY to provide surgery services.
 - d. Emergency room surgery coverage and consultation.
 - e. Consulting surgery services for HOSPITAL staff and resident staff.
 - f. Teaching of surgery to physicians and resident staff.
 - g. Participation in both formal as well as informal surgery education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
2. CONTRACTOR shall assist AGENCY in developing and maintaining written policies and guidelines applicable to the SURGERY DEPARTMENT which are in accord with current requirements and recommendations of the State of California and the Joint Commission, and in assuring that the SURGERY DEPARTMENT functions in conformance with the written policies and procedures.
3. CONTRACTOR shall help develop, update and maintain the HOSPITAL Family Medicine Residency curriculum for teaching surgery 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 surgery services and that curriculum objectives are fulfilled.

4. CONTRACTOR shall assist in the development of educational programs for other allied health professional personnel such as nurse practitioners, nurses, and technicians.
5. CONTRACTOR shall monitor and evaluate the quality and appropriateness of patient care provided by the SURGERY DEPARTMENT, in accordance with the Quality Assurance and Utilization Review plans of HOSPITAL.
6. CONTRACTOR shall assure that effective peer review of surgery services is being conducted through the Surgery Committee and in accordance with Medical Staff guidelines.
7. CONTRACTOR shall assist in the financial review and the performance review of the SURGERY DEPARTMENT, its associated clinics, and the entire provision of surgery services at HOSPITAL. AGENCY will provide the reports necessary for this review.
8. CONTRACTOR shall assure CONTRACTOR's appropriate membership on the Medical Staff and proper credentialing.

II. METABOLIC AND BARIATRIC SURGERY DEPARTMENT: It is mutually agreed that CONTRACTOR shall have the following responsibilities relative to the METABOLIC AND BARIATRIC SURGERY DEPARTMENT of HOSPITAL.

- A. AGENCY shall appoint Barry Sanchez, M.D. as Director, Metabolic and Bariatric Surgery Services. AGENCY reserves the right to remove and appoint the Director, Metabolic and Bariatric Surgery Services at its discretion.
- B. As Director, Metabolic and Bariatric Surgery Services, CONTRACTOR shall be responsible for the staffing, management and professional supervision of the METABOLIC AND BARIATRIC SURGERY DEPARTMENT.
- C. CONTRACTOR directly, in conjunction with the Metabolic and Bariatric Surgery (MBS) Committee and/or under the direction of the HOSPITAL administration shall have the following responsibilities:
 1. Attain, and maintain qualification as a Metabolic and Bariatric Surgery Accreditation and Quality Improvement Program (MBSAQIP) verified surgeon.
 2. Serve as Chair of the MBS Committee and attend at least two (2) of the three (3) required meetings and the majority of other meetings.

3. Organize, integrate, and lead all metabolic and bariatric surgery-related services throughout HOSPITAL.
4. Oversee the accreditation process for HOSPITAL and ensure continuous compliance with MBSAQIP requirements.
5. Contact MBSAQIP within thirty (30) days if the HOSPITAL falls out of compliance with any MBSAQIP requirements or if there is any substantive change in HOSPITAL that could affect accreditation.
6. Provide responses to MBSAQIP inquiries within thirty (30) days.
7. Ensure compliance with outcomes data collection as well as participate in quality improvement efforts for all metabolic and bariatric surgery performed at HOSPITAL.
8. Develop quality standards and evaluation of surgical outcomes.
9. Develop specific quality improvement initiatives in response to adverse events and improve the structure, process, and outcomes of HOSPITAL.
10. Oversee the education of relevant staff in the various aspects of the metabolic and bariatric surgery patient with a focus on patient safety and complication recognition.
11. Lead the standardization and integration of metabolic and bariatric patient care throughout HOSPITAL, as determined by the MBS Committee.
12. Provide formal education and written protocols to both nurses and all surgeon-providers detailing the rapid communication and basic response to critical vital signs that is specifically required to minimize delays in the diagnosis and treatment of serious adverse events.
13. Determine the inclusion and exclusion criteria for patient selection in HOSPITAL. This includes the types of procedures performed and the acuity/risk of the patient relative to the services the HOSPITAL can safely offer. These recommendations should be made to the appropriate institutional body (e.g., credentialing, SURGERY DEPARTMENT, Medical Staff, etc.). If necessary, CONTRACTOR shall submit recommendations of the MBS Committee to the appropriate institutional administrative body relative to the scope of metabolic and bariatric practice of each individual surgeon based on that surgeon's experience, training, and outcomes.
14. Oversee the process, as determined by the MBS Committee, in which emerging technologies and procedures may be safely introduced by surgeons into HOSPITAL with adequate patient protection, oversight (including IRB approval when indicated), and outcomes reporting.
15. Coordinate institution-wide communication of metabolic and bariatric related policies

established by the MBS Committee. Communicate with all appropriate personnel through formal metabolic and bariatric center team meetings in a basic quality and safety improvement effort.

16. Be responsible for reporting to the appropriate institutional entities (e.g., Chairman of Surgery Services, Credentialing Committee, Medical Staff, Risk Management Department, etc.), significant ethical and/or quality deviations by surgeons performing metabolic and bariatric surgery and, when appropriate, make plans for remediation or formal recommendations to limit or redact privileges.
17. Participate in both formal as well as informal METABOLIC AND BARIATRIC SURGERY DEPARTMENT education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
18. Assist AGENCY in developing and maintaining written policies and procedural guidelines applicable to the METABOLIC AND BARIATRIC SURGERY DEPARTMENT which are in accord with current requirements and recommendations of the Joint Commission, and in assuring that the METABOLIC AND BARIATRIC SURGERY DEPARTMENT functions in conformance with the written policies and procedures.
19. Assist in the development of educational programs for other allied health professional personnel such as nurse practitioners, physician assistants, nurses, technicians and paramedics.
20. Represent HOSPITAL within the medical community as Director, Metabolic and Bariatric Surgery services.
21. Monitor and evaluate the quality and appropriateness of patient care provided by the METABOLIC AND BARIATRIC SURGERY DEPARTMENT, in accordance with the Quality Assurance and Utilization Review plans of HOSPITAL.
22. Assure that effective peer review of metabolic and bariatric services is being conducted through the MBS Committee and in accordance with Medical Staff guidelines.
23. Assist in the performance review of the METABOLIC AND BARIATRIC SURGERY DEPARTMENT and the entire provision of metabolic and bariatric services at HOSPITAL. CONTRACTOR shall participate, as requested, in the development and implementation of an annual business plan for HOSPITAL in the area of bariatrics. AGENCY will provide the reports necessary for this review.

III. TRAUMA DEPARTMENT: It is mutually agreed that CONTRACTOR shall have the following responsibilities relative to the TRAUMA DEPARTMENT of HOSPITAL.

- A. AGENCY shall appoint Thomas Duncan, D.O. and Casey Barbaro, M.D. as Associate

Directors, and Jeremy Schweitzer, M.D., Javier Romero, M.D., Anthony Carden, M.D., Jaime Arana, M.D., Shawn Steen, M.D., and Barry Sanchez, M.D. as Attending Physicians, TRAUMA DEPARTMENT. AGENCY reserves the right to remove and appoint the Associate Director(s) of Trauma Services, at its discretion.

- B. As Associate Directors and Attending Physicians, CONTRACTOR shall be responsible for the staffing, management and professional supervision of the TRAUMA DEPARTMENT.
- C. CONTRACTOR shall assure that adequate and appropriate physician coverage, in cooperation with other contracted providers, for all trauma services is available 24 hours per day, 7 days per week, each day of the year, through a call system. This system of call coverage for trauma shall include all clinical services relevant to the provision of trauma care. The Associate Directors shall review the qualifications of medical providers with the Medical Director of HOSPITAL, to assure that only qualified clinicians provide this coverage. Such services shall include, but not be limited to:
 - 1. Inpatient Services, including daily rounds, consultation and all other clinical activities as shall be required by the demands of the service. CONTRACTOR shall ensure that all services provided are accompanied by documentation of attending physician involvement in the provision of medical care.
 - 2. Emergency room consultation.
 - 3. Supervision of advanced practice providers, such as nurse practitioners and/or physician assistants assigned to the care and treatment of trauma patients.
 - 4. Bedside trauma rounds with residents, advanced practice providers and nurses so as to promote coordination of patient care and teaching.
 - 5. Consulting trauma services for HOSPITAL staff and resident staff.
 - 6. Preparation to meet survey requirements including but not limited to the development of policies, guidelines and procedures necessary for HOSPITAL to achieve American College of Surgeons standards for certification as an adult Level II Trauma Center.
 - 7. Maintain all necessary memberships in regional and national trauma related professional organizations as mutually agreed upon.
 - 8. Participate in Medical Staff processes that establish clinical privileges, peer review and monitoring of performance measures to ensure quality of care provided by clinicians involved in trauma care.
 - 9. Oversee the establishment of any research activities tied to the performance of trauma services.

10. Participate and foster outreach programs in trauma prevention.
11. Develop policies and programs related to trauma including but not limited to domestic violence, and elder and child abuse and neglect.
12. Oversight of the performance improvement program for the TRAUMA DEPARTMENT.
13. Supervise the proper functioning of the trauma registry and oversee the activities of the TRAUMA DEPARTMENT manager and other staff.
14. Participate in activities that will assure appropriate recruitment of medical providers skilled in trauma care and the acquisition of equipment and support staff necessary to the TRAUMA DEPARTMENT.
15. Work with the HOSPITAL Chief Executive Officer and Medical Director in establishing transfer agreements between hospitals as well as coordinating services with local and state agencies.
16. Participate in review of financial performance and the development of budgets necessary to assure the resources needed to support the TRAUMA DEPARTMENT.
17. Periodic meetings with nursing and respiratory therapy staff to address problems and concerns related to trauma services.
18. Quarterly meetings to present end-points of care compliant with American College of Surgeons national standards.
19. Organize monthly trauma morbidity and mortality meetings.
20. Continuing education in trauma medicine to nursing and respiratory therapy staff.
21. Teaching of trauma services to physicians and resident staff.
22. Participation in both formal as well as informal TRAUMA DEPARTMENT education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
23. Assist AGENCY in developing and maintaining written policies and procedural guidelines applicable to the TRAUMA DEPARTMENT which are in accord with current requirements and recommendations of the Joint Commission, and assure that the TRAUMA DEPARTMENT functions in conformance with the written policies and procedures.
24. Help develop, update and maintain HOSPITAL Family Medicine Residency curriculum for teaching trauma 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 trauma services and that curriculum objectives are fulfilled.

25. Assist in the development of educational programs for other allied health professional personnel such as nurse practitioners, physician assistants, nurses, technicians and paramedics.
26. Represent HOSPITAL within the medical community as Associate Directors and Attending Physicians of the TRAUMA DEPARTMENT.
27. Monitor and evaluate the quality and appropriateness of patient care provided by the TRAUMA DEPARTMENT, in accordance with the Quality Assurance and Utilization Review plans of HOSPITAL.
28. Assure that effective peer review of trauma services is being conducted through the Trauma Committee and in accordance with Medical Staff guidelines.
29. Assist in the performance review of the TRAUMA DEPARTMENT and the entire provision of trauma services at HOSPITAL. CONTRACTOR shall participate, as requested, in the development and implementation of an annual business plan for HOSPITAL in the area of trauma. AGENCY will provide the reports necessary for this review.

IV. THORACIC SURGERY DEPARTMENT: It is mutually agreed that CONTRACTOR shall have the following responsibilities relative to the THORACIC SURGERY DEPARTMENT of HOSPITAL.

- A. CONTRACTOR shall designate an Attending Physician for Thoracic Surgery. AGENCY shall designate Lamar Bushnell, M.D. as Director, Thoracic Services. AGENCY reserves the right to remove and appoint the Director, Thoracic Services, at its discretion.
- B. CONTRACTOR shall provide the following clinical services and all standard procedures performed in these specialties:
 1. Inpatient thoracic surgical services, including daily rounds and consultation, including a minimum average of one (1) surgical block per week.
 2. Outpatient thoracic surgical clinic patient consultation and service as required to meet the needs of HOSPITAL's patients.
 3. Emergency room thoracic surgical coverage and consultation.
 4. Consulting thoracic surgical services for physician staff and resident staff.
 5. Provide a call schedule of approved physicians available for consultations for HOSPITAL inpatients and emergency room patients 24 hours a day every day of the

year. Such schedule will be provided to HOSPITAL (Medical Director's office, emergency room and paging operators) on a monthly basis no less than seven (7) days prior to the month of assigned call. The schedule will provide for coverage for vascular and thoracic surgical needs at all times.

6. Teaching of thoracic surgical services to physicians and resident staff.
 7. Participation in both formal as well as informal thoracic surgical education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
 8. Attendance at HOSPITAL's weekly tumor / chest conference.
 9. Participate in cost containment programs relative to controllable physician or other professional costs.
 10. Participate in the supervision and teaching of resident physician staff and other physicians in training, and the maintenance of an ongoing curriculum in thoracic surgical education for said physicians, in preparation for their practice as family physicians.
 11. Provide all necessary elective and emergency surgeries that result from patient contacts. 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).
- C. CONTRACTOR shall provide supervision, direction and coordination of HOSPITAL's cardio thoracic services such that all patients requiring cardio-thoracic inpatient, outpatient, and emergency care at HOSPITAL have appropriate physician coverage, and consultation services. This coverage must include a schedule of CONTRACTOR and other contracted physicians, ensuring that cardio-thoracic services are available 7 days per week, 24 hours per day, 365 days per year.

V. **ROBOTIC SURGERY DEPARTMENT:** It is mutually agreed that CONTRACTOR shall have the following responsibilities relative to the ROBOTIC SURGERY DEPARTMENT of HOSPITAL.

- A. AGENCY shall appoint Barry Sanchez, M.D., as Director, Robotic Services. AGENCY reserves the right to remove and appoint the Director, Robotic Services, at its discretion.
- B. CONTRACTOR shall provide oversight for robotic surgery services provided by AGENCY. This shall include, but not be limited to robotic surgery services covering the specialties of cardiac, colorectal, general, bariatric, gynecologic, head and neck, oncologic, thoracic and urologic surgery. As part of this oversight, patient care shall

include:

1. Inpatient robotic surgical services, including daily rounds and consultation, including a minimum average of one (1) surgical block per week.
 2. Outpatient robotic surgical clinic patient consultation and service as required to meet the needs of HOSPITAL's patients.
 3. Consulting robotic surgical services for physician staff and resident staff.
 4. Teaching of robotic surgical services to physicians and resident staff.
 5. Participation in both formal as well as informal robotic surgical education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
 6. Participate in cost containment programs relative to controllable physician or other professional costs.
 7. Participate in the supervision and teaching of resident physician staff and other physicians in training, and the maintenance of an ongoing curriculum in robotic surgical education for said physicians, in preparation for their practice as family physicians.
 8. Provide all necessary elective and emergency surgeries that result from patient contacts. 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).
- C. CONTRACTOR shall provide supervision, direction and coordination of HOSPITAL's robotic services such that all patients requiring robotic inpatient, outpatient, and emergency care at HOSPITAL have appropriate physician coverage, and consultation services. This coverage must include a schedule of CONTRACTOR and other contracted physicians, ensuring that robotic services are available 7 days per week, 24 hours per day, 365 days per year.

VI. SURGICAL QUALITY IMPROVEMENT DEPARTMENT: It is mutually agreed that CONTRACTOR shall have the following responsibilities relative to the SURGICAL QUALITY IMPROVEMENT DEPARTMENT of HOSPITAL.

- A. AGENCY shall appoint Javier Romero, M.D., as Director of Surgical Quality Improvement. AGENCY reserves the right to remove and appoint the Director of Surgical Quality Improvement at its discretion.

- B. CONTRACTOR shall be responsible for the management and professional supervision of the SURGICAL QUALITY IMPROVEMENT DEPARTMENT. CONTRACTOR shall have the following responsibilities:

1. Performance Targets:

Metric	Baseline Performance FY19-20	25th Per-centi le	90th Per-centi le	Target	Target Methodology
Tobacco Use: Screening and Cessation Intervention	74.64%	82.64%	97.35%	82.64%	Achieve 25 th Percentile
Discharge Medication Reconciliation	98.25%	38.69%	77.62%	77.62%	Maintain above 90 th Percentile
Preoperative Care: Venous Thromboembolism (VTE) Prophylaxis (When Indicated in ALL Patients)	99.20%	47.61%	92.00%	92.00%	Maintain above 90 th Percentile

2. Population: Patients who undergo a day surgery or an inpatient surgery within the measurement period.
3. Metric Descriptions:
- Tobacco Use: Screening and Cessation Intervention:** Patients 18 years and older who were screened for tobacco use at least once within twenty-four (24) months AND who received tobacco cessation intervention if identified as a tobacco user.
 - Discharge Medication Reconciliation:** The percentage of discharges in the first eleven (11) months of the measurement year for individuals 18 years of age and older for whom medications were reconciled on the date of discharge through thirty (30) days after discharge (thirty-one (31) total days).
 - Preoperative Care: Venous Thromboembolism (VTE) Prophylaxis:** The percentage of surgical patients aged 18 years and older undergoing procedures for which VTE prophylaxis is indicated in all patients, who had an order for Low Molecular Weight Heparin (LMWH), Low- Dose Unfractionated Heparin (LDUH), adjusted-dose warfarin, fondaparinux or mechanical prophylaxis to be given within 24 hours prior to incision time or within 24 hours after surgery end time.
Numerator: Documentation that an order was given for venous thromboembolism (VTE) prophylaxis to be given within 24 hours prior to incision time or 24 hours after surgery end time (4044F).

Denominator: All surgical patients aged 18 years and older undergoing procedures for which VTE prophylaxis is indicated in all patients.

- C. Improve patient access and experience of care, including the implementation of service excellence standards which outline specific actions that HOSPITAL staff should take to ensure a positive patient experience.
- D. Create more effective handoffs and communication among caregivers and between caregivers and patients.
- E. Reduce HOSPITAL inpatient length of stay for surgical patients.
- F. Participation in both formal as well as informal quality improvement education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
- G. Participation in cost containment programs relative to controllable physician or other professional costs.
- H. Participation in the peer review of the SURGICAL QUALITY IMPROVEMENT DEPARTMENT on a regular basis.
- I. Participation in the supervision and teaching of resident physician staff and other physicians in training, and the maintenance of an ongoing curriculum in quality improvement for said physicians, in preparation for their practice as family physicians.

VII. ADMINISTRATIVE SERVICES:

- A. Surgical Administrative Support Services: CONTRACTOR shall provide surgical administrative support as it relates to patient, staff, and physician scheduling, appointment setting and daily call staff management, follow up on documents related to patient's insurance eligibility, supply ordering, management of budget administrative duties and overall daily operations.
- B. Trauma Service Education (TSE) services: 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 Director and/or HOSPITAL Chief Executive Officer on additional research programs that would benefit the HOSPITAL with funding support from the HOSPITAL. By following the Resources for Optimal Care of the Injured Patient Guide from the ACS, research is a requirement of level I trauma centers, but not required of levels II to III trauma centers.
- C. Teaching-Administrative-Research (TAR): CONTRACTOR shall teach, perform administrative services and research, including but not limited to program development, application, and accreditation of HOSPITAL as a Comprehensive Cancer Center as

verified by the American College of Surgeons. CONTRACTOR shall develop, manage and maintain the lung cancer screening program for HOSPITAL. CONTRACTOR shall develop, manage and maintain the Bariatric Center of Excellence in accordance with the standards of the American College of Surgeons. CONTRACTOR shall coordinate efforts with the HOSPITAL Chief Medical Director and/or HOSPITAL Chief Executive Officer for additional research programs that would benefit HOSPITAL.

VIII. GENERAL PROVISIONS:

- A. CONTRACTOR shall cooperate with and assist other members of the Medical Staff of HOSPITAL in preparation of clinical reports for publication and use his best efforts to enhance the reputation of the Medical Staff in the field of unusual or interesting studies made in its service. Such work or other research projects shall have the prior approval of the Chief Executive Officer and Medical Director of HOSPITAL.
- B. CONTRACTOR's time will be allocated in approximately the following manner:

	Directors	Attending Physicians	Clinical Only Subcontracted Physicians
Hospital Services	5%	5%	0%
Patient Services	75%	85%	100%
Research	5%	0%	0%
Teaching	15%	10%	0%
Total	100%	100%	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 Chief HOSPITAL Medical Director.

- C. CONTRACTOR agrees to treat patients without regard to a patient's race, ethnicity, religion, national origin, citizenship, age, gender, 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.
- D. 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 Measures and Patient Safety Goals.

By this Agreement, AGENCY contracts for the services of Ventura County Surgical Associates, as surgery, metabolic and bariatric surgery, trauma, thoracic surgery, robotic surgery and surgical quality improvement physicians, 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

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

- A. Net Collections: CONTRACTOR shall pay AGENCY an amount equal to fifty percent (50%) of the amount by which its Net Collections exceed three million six hundred thousand dollars (\$3,600,000) per fiscal year. For purposes of this Agreement, “Net Collections” means all amounts collected by CONTRACTOR for professional services provided pursuant to this Agreement less the actual fee, exclusively, in an amount not to exceed 7% of gross collections, paid to a third-party billing entity for processing claims. Where this Agreement provides that Net Collections shall be measured on a monthly basis, Net Collections shall include all Net Collections attributable to services provided in the applicable month, regardless of the date of service. CONTRACTOR shall work with the third-party billing entity to maintain accurate collections data for each month and submit such data to AGENCY at the end of the fiscal year. A reconciliation of the Net Collections will be conducted on or before August 15 of the subsequent fiscal year to determine the amounts earned by CONTRACTOR and the amount due to AGENCY, if any. CONTRACTOR shall pay AGENCY within thirty (30) days of the reconciliation.
- B. VCMC Surgery Call Services – CONTRACTOR’s surgery call services described in Attachment I provided at Ventura County Medical Center shall be paid at the rate of ninety-one thousand two hundred and fifty dollars (\$91,250) per month. If CONTRACTOR provides Ventura County Medical Center surgery call services for fewer than 24 hours per day, 7 days per week, 365 days per year, this compensation shall be reduced at the rate of one hundred and twenty-five dollars (\$125) per hour. CONTRACTOR shall track and prepare a monthly call schedule to attach to the invoice. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL 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 one million ninety-five thousand dollars (\$1,095,000) per fiscal year.
- C. SPH Surgery Call Services – CONTRACTOR’s surgery call services described in Attachment I provided at Santa Paula Hospital shall be paid at the rate of fifteen thousand two hundred eight dollars and thirty-three cents (\$15,208.33) per month. If CONTRACTOR provides Santa Paula Hospital surgery call services for fewer than 24 hours per day, 7 days per week, 365 days per year, this compensation shall be reduced at the rate of twenty dollars and eighty-three cents (\$20.83) per hour. CONTRACTOR shall track and prepare a monthly call schedule to attach to the invoice. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL 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 one hundred eighty-two thousand five hundred dollars (\$182,500) per fiscal year.

- D. Director, Metabolic and Bariatric Surgery Services – CONTRACTOR shall be paid one thousand dollars (\$1,000) per month for the Director, Metabolic and Bariatric Services duties described 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 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.
- E. Surgical Administrative Support Services – CONTRACTOR shall be paid three thousand three hundred thirty-three dollars and thirty-three cents (\$3,333.33) per month for the surgical administrative support services described 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 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 forty thousand dollars (\$40,000) per fiscal year.
- F. Director, Robotic Services – CONTRACTOR shall be paid one thousand dollars (\$1,000) per month for the Director, Robotic Services duties described 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 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.
- G. Associate Directors, Trauma Services – CONTRACTOR shall be paid six thousand dollars (\$6,000) per month for the Associate Directors, Trauma Services duties described 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 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 seventy two thousand dollars (\$72,000) per fiscal year.
- H. Director, Thoracic Services – CONTRACTOR shall be paid one thousand dollars (\$1,000) per month for the Director, Thoracic Services duties described 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 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.

- I. Thoracic Surgery Services – CONTRACTOR shall be paid forty thousand eight hundred thirty-three dollars and thirty-three cents (\$40,833.33) per month for the thoracic surgery services described in Attachment I. 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 task 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 four hundred ninety thousand dollars (\$490,000) per fiscal year.
- J. Quality Improvement Services
 - a. CONTRACTOR shall be paid eleven thousand two hundred fifty dollars (\$11,250) per metric per quarter, up to a maximum of thirty-three thousand seven hundred and fifty dollars (\$33,750) for achievement of the three metrics described in the table below, calculated within forty-five (45) days after the end of each quarter. The maximum amount to be paid under this paragraph is one hundred thirty-five thousand dollars (\$135,000) per fiscal year.
 - b. AGENCY shall provide CONTRACTOR status reports on the metrics on a quarterly basis and an annual report summarizing the overall accomplishment of the metrics.

Metric	Baseline Performance FY19-20	25th Per-centile	90th Per-centile	Target	Target Methodology	Annual Compensation Value
Tobacco Screening Cessation Intervention Use: and	74.64%	82.64%	97.35%	82.64%	Achieve 25 th Percentile	\$45,000
Discharge Medication Reconciliation	98.25%	38.69%	77.62%	77.62%	Maintain above 90 th Percentile	\$45,000
Preoperative Care: Venous Thromboembolism (VTE) Prophylaxis (When indicated in ALL patients)	Elective	47.61%	89.42%	92.00%	Adjusted MIPS benchmarks, performance year 2019	\$45,000

- K. Trauma Services Education (TSE) – CONTRACTOR shall be paid one thousand eight hundred seventy-five dollars (\$1,875) per month for TSE related to trauma service delivery described in Attachment I. Ongoing research education of the trauma physicians on following the Resources for Optimal Care of the Injured Patient Guide from the American College of Surgeons, as required for a level II trauma center. 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 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-two thousand five hundred dollars (\$22,500) per fiscal year.
- L. Teaching-Administrative-Research (TAR) - CONTRACTOR shall be paid sixteen thousand six hundred sixty six dollars and sixty six center (\$16,666.66) per month for the TAR services described in Attachment I. 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 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 two hundred thousand dollars (\$200,000) per fiscal year.

III. GENERAL PROVISIONS:

- A. 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.
- B. For the month of July 2022, CONTRACTOR shall submit an appropriate invoice on the first (1st) day of the month for services it anticipates it will provide in that month. AGENCY shall pay the undisputed amount of each the invoice within twenty five (25) days of the date the invoice is received. If any services included in the invoice are not rendered, the amount paid by AGENCY for such services shall be treated as an overpayment subject to Paragraph III.G of this Attachment II. Effective August 1, 2022, and thereafter, 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.
- C. All payments by AGENCY shall be to an account managed by CONTRACTOR, which shall be responsible for distributing appropriate amounts to its partners and Participating Physicians. CONTRACTOR is responsible for establishing and administering said account, and CONTRACTOR and Participating Physicians shall have no claim against

AGENCY so long as AGENCY has made all necessary payments to said account.

- D. At the request of AGENCY, CONTRACTOR shall cooperate in the audit and reconciliation of services provided under this Agreement and the Net Collections payable to AGENCY pursuant to Part I and Part II of this Attachment II. Requested information may include documentation that supports time spent in clinical care, teaching and administrative duties. This audit may include a reconciliation of actual services provided in comparison to services called for in the Agreement.
- E. 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 or HOSPITAL Associate Chief Officer. AGENCY shall pay no interest on any payment which has been withheld in this manner.
- F. AGENCY shall immediately notify CONTRACTOR of the results of any audit where CONTRACTOR has not met the requirements for the respective compensation. CONTRACTOR may, if possible and appropriate, provide additional documentation or information, which shall be received toward fulfilling any of such requirements. Examples of such documentation include, but are not limited to, completion of a discharge summary or other physician notes in the medical record, and documentation of outpatient clinics performed.
- G. When all documentation and actions are considered, if CONTRACTOR is still in default of any one of the requirements, as noted above, then the compensation that was associated with that/those item(s), shall be subtracted, as appropriate, from the payment paid in the subsequent month.
- H. 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.
- I. The total maximum amount ("MAXIMUM FEE") to be paid under this Agreement is two million two hundred seventy-three thousand dollars (\$2,273,000) per fiscal year.