

**FIRST AMENDMENT TO AGREEMENT FOR
MEDICAL DIRECTOR AND ATTENDING PHYSICIANS, OTOLARYNGOLOGY
SERVICES**

This First Amendment to the “Agreement for Medical Director and Attending Physicians, Otolaryngology Services” effective November 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 Institute for Head & Neck Surgery Medical Group, Inc., a duly formed California Professional Corporation (“CONTRACTOR”).

Agreement

The parties hereby agree that the referenced Agreement is amended effective June 4, 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: Institute for Head & Neck Surgery Medical Group, Inc.

Dated: _____

By: _____
Chau Nguyen, M.D., President

AGENCY:

Dated: _____

By: _____
AGENCY DIRECTOR OR DESIGNEE

EXHIBIT A
PARTICIPATING PHYSICIANS

Chau Nguyen, M.D.
Mika Sumiyoshi, M.D.
Alexa Castellano, M.D.

Occasional and Call Coverage:

Armin Alavi, M.D.
David Hantke, M.D.

ATTACHMENT I
DUTIES OF CONTRACTOR

CONTRACTOR shall serve under the direction the HOSPITAL and AMBULATORY CARE Chief Executive Officers and HOSPITAL and AMBULATORY CARE Chief Medical Officers and shall be responsible for the management and professional supervision of the Otolaryngology Department of HOSPITAL (“DEPARTMENT”).

I. DIRECTOR, OTOLARYNGOLOGY SERVICES:

1. AGENCY shall appoint Chau Nguyen, M.D. as Medical Director, Otolaryngology Services. The Medical Director, Otolaryngology Service shall be responsible for management, professional supervision, and regulatory documentation and compliance of otolaryngology services. HOSPITAL reserves the right to remove and appoint the Medical Director, Otolaryngology Services at the discretion of the HOSPITAL Chief Medical Officer. As Director, CONTRACTOR shall have the following responsibilities:
2. Administrative Services: Chau Nguyen, M.D. as Medical Director, Otolaryngology Services, shall have, among other duties as shall be mutually agreed, the following responsibilities:
 - a. Strategic Vision: Establish the vision and strategic goals, both on a short and long term basis of the DEPARTMENT in line with the overall vision of AGENCY.
 - b. Quality and Safety:
 - i) Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and HOSPITAL and AMBULATORY CARE Chief Medical Officers on measuring, assessing and improving quality and patient safety in collaboration with the Inpatient and Outpatient Quality Departments, including helping to identify and carry out performance improvement, encouraging best practices, supporting bundled care initiatives and developing clinical practice guidelines.
 - ii) Coordinate with other HOSPITAL departments regarding initiatives that are interdepartmental (SSI collaborative, throughput initiative).
 - c. Resource Allocation and Oversight:
 - i) Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and HOSPITAL and AMBULATORY CARE Chief Medical Officers on resource allocation including staffing, space, capital equipment investment, supplies, medications and other resources to meet patient needs.
 - ii) Respond to resource shortages to ensure safe and effective care for all patients.
1. Clinical Services: CONTRACTOR shall provide professional medical and surgical services at HOSPITAL and at HOSPITAL’s clinic sites, including the following:

- a. Daily rounds, consultation, and coverage of emergency otolaryngology needs and other coverage as further and more specifically described below during regular hours (7 a.m.- 5 p.m.) on weekdays for HOSPITAL. It is mutually agreed that CONTRACTOR shall provide regular hours coverage for such services for forty six (46) weeks per year upon a schedule to be mutually approved by CONTRACTOR and HOSPITAL and AMBULATORY CARE Chief Medical Officers or HOSPITAL and AMBULATORY CARE Chief Executive Officers.
- b. Coverage of outpatient otolaryngology clinic teaching and coverage at HOSPITAL's clinic site(s). Clinic coverage shall include, at a minimum, five (5) half-day clinics per week for forty six (46) weeks per year. Clinic half-days shall be defined as a minimum of four (4) hours of clinical patient care beginning at 8:00 a.m. to 12:00 p.m. or 1:00 p.m. to 5 p.m. Scheduling of clinics shall be mutually agreed by CONTRACTOR and the HOSPITAL and AMBULATORY CARE Chief Medical Officers or HOSPITAL and AMBULATORY CARE Chief Executive Officers. The number of required clinic half-days may be increased or decreased by mutual consent to achieve optimal provision of all clinical services described herein.
- c. Operative otolaryngology services including, at a minimum, two (2) blocks of surgical services per week for forty six (46) weeks per year at HOSPITAL.
- d. Coordinate after-hours consultations, and emergency otolaryngology services such that a qualified otolaryngologist is available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year and has a response time of no more than thirty (30) minutes. CONTRACTOR shall provide one in four (1:4) call services per physician with the Medical Director, Otolaryngology Services covering ninety one (91) days of call per fiscal year.
- e. Scheduling and oversight of all physician and nurse practitioners or physician assistants in the DEPARTMENT.
- f. Coordination and integration of the DEPARTMENT with all other departments of HOSPITAL.
- g. Consulting otolaryngology services for physician and resident staff.
- h. Teaching of otolaryngology to physicians and resident staff.
- i. Participation in both formal as well as informal otolaryngology education programs sponsored by HOSPITAL and any of its ancillaries or other affiliated agencies upon a schedule to be mutually approved by CONTRACTOR and AGENCY.
- j. Assist AGENCY in developing and maintaining written policies and procedural guidelines applicable to the DEPARTMENT which are in accord with current requirements and recommendations of the State of California and the Joint Commission, and in assuring that the DEPARTMENT functions in conformance with the written policies and procedures.

- k. Help develop, update and maintain HOSPITAL's family practice medicine curriculum for teaching otolaryngology 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 otolaryngology services and that curriculum objectives are fulfilled.
- l. Assist in the development of educational programs for other allied health professional personnel such as nurse practitioners, nurses, and technicians.
- m. Represent HOSPITAL in the medical community as Medical Director, Otolaryngology Services.
- n. Provide specialty case review, participate in the development and review of medical policies and procedures, and attend assigned committees as reasonably requested by the HOSPITAL Chief Medical Officer.
- o. 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.
- p. Assure that effective peer review of otolaryngology services is being conducted according to Medical Staff guidelines.
- q. Assist in the financial review and the performance review of the DEPARTMENT, its associated clinics, and the entire provision of otolaryngology services at HOSPITAL. AGENCY will provide the reports necessary for this review.
- r. Notify HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Officers of any work performed outside of the HOSPITAL.

II. ATTENDING PHYSICIANS, OTOLARYNGOLOGY SERVICES:

- 1. AGENCY shall appoint Mika Sumiyoshi, M.D. and Alexa Castellano, M.D., as Attending Physicians, Otolaryngology Services. CONTRACTOR shall provide clinical services for a total of forty-seven (47) weeks per year per Participating Physician.
- 2. CONTRACTOR shall participate in the management and professional supervision of the otolaryngology program at HOSPITAL. This includes, but is not limited to, the following responsibilities:
 - a. Provision of professional medical and surgical services to HOSPITAL inpatients and at HOSPITAL's clinic sites to meet the demands of HOSPITAL. Such services shall include daily rounds, consultation, and coverage of emergency otolaryngology needs and other coverage as further and more specifically described below during regular hours (7am-5pm) on weekdays for HOSPITAL. CONTRACTOR shall provide regular hours coverage for such services according to a schedule to be mutually approved by CONTRACTOR and HOSPITAL and AMBULATORY CARE Chief Medical Officers or HOSPITAL and AMBULATORY CARE Chief Executive Officers.

- b. Coverage of outpatient otolaryngology clinic at HOSPITAL's clinic site(s). Clinic coverage shall include, at a minimum, five (5) half-day clinics per week per Participating Physician. Clinic half-days shall be defined as a minimum of four (4) hours of clinical patient care beginning at 8:00 a.m. to 12:00 p.m. or 1:00 p.m. to 5 p.m. Scheduling of clinics shall be mutually agreed by CONTRACTOR and the HOSPITAL and AMBULATORY CARE Chief Medical Officers or HOSPITAL and AMBULATORY CARE Chief Executive Officers. The number of required clinic half-days may be increased or decreased by mutual consent to achieve optimal provision of all clinical services described herein.
- c. Operative otolaryngology services including, at a minimum, two (2) blocks of surgical services per week per Participating Physician at HOSPITAL.
- d. Provide twenty-four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year otolaryngology after-hours consultations, and emergency otolaryngology services with a response time of no more than thirty (30) minutes. CONTRACTOR shall provide one in four (1:4) call services per Attending Physician, Otolaryngology Services, covering ninety-one (91) days of call per physician per fiscal year.
- e. Consulting otolaryngology services for physicians and resident staff.
- f. Teaching of otolaryngology to physicians and resident staff.
- g. Participation in both formal as well as informal otolaryngology education programs sponsored by HOSPITAL and other affiliated agencies upon a schedule to be mutually approved by CONTRACTOR and AGENCY.
- h. Assist AGENCY in developing and maintaining written policies and procedural guidelines applicable to the DEPARTMENT which are in accord with current requirements and recommendations of the State of California and the Joint Commission, and in assuring that the DEPARTMENT functions in conformance with the written policies and procedures.
- i. Help develop, update and maintain HOSPITAL's Family Medicine Residency curriculum for teaching otolaryngology 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 otolaryngology services and that curriculum objectives are fulfilled.
- j. Assist in the development of educational programs for other allied health professional personnel such as physician assistants, nurses, and staff.
- k. Represent HOSPITAL within the medical community as Attending Physician(s), Otolaryngology Services.
- l. Provide specialty case review, participate in the development and review of medical

policies and procedures, and attend assigned committees as reasonably requested by the Chief Medical Officer of HOSPITAL.

- m. 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.
- n. Assure that effective peer review of otolaryngology services is being conducted according to Medical Staff guidelines.
- o. Notify HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Officers of any work performed outside of the HOSPITAL.

III. ON-CALL PHYSICIANS, OTOLARYNGOLOGY SERVICES:

1. CONTRACTOR shall participate in the management and professional supervision of on-call otolaryngology services. This includes, but is not limited to, the following responsibilities:
 - a. Weeknight after-hours (5:00 p.m. to 7:00 a.m.) and weekend (24 hours per day) consultation and emergency room coverage, in coordination with other otolaryngology physicians and as mutually approved by CONTRACTOR and the HOSPITAL and AMBULATORY CARE Chief Medical Officers or HOSPITAL and AMBULATORY CARE Chief Executive Officers.
 - b. Coverage of inpatient otolaryngology services, including daily rounds, consultation and coverage of emergency otolaryngology needs weekdays from 7am-5pm for HOSPITAL. It is understood that CONTRACTOR shall provide this coverage to allow for uninterrupted otolaryngology service when HOSPITAL's regular otolaryngologist is unavailable.
 - c. On-call coverage for up to ninety-two (92) days per fiscal year.

IV. AUDIOLOGY SERVICES: CONTRACTOR shall provide audiology services through a licensed audiologist to HOSPITAL. CONTRACTOR shall be responsible for scheduling and management of provision of audiology services for a minimum of four (4) days per month, forty-eight (48) weeks per year. Audiology coverage shall be for outpatient services, as agreed by CONTRACTOR and the HOSPITAL and AMBULATORY CARE Chief Medical Officers or HOSPITAL and AMBULATORY CARE Chief Executive Officers.

V. GENERAL PROVISIONS:

1. CONTRACTOR shall cooperate with and assist other members of the Medical Staff of HOSPITAL in preparation of manuscripts for publication and use CONTRACTOR's 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 HOSPITAL Chief Executive Officer and HOSPITAL Chief Medical Officer.
2. CONTRACTOR's time will be allocated in approximately the following manner:

	Director	Attending Physicians	On-Call Physicians
Administrative Services	10%	0%	0%
Patient Services	75%	95%	100%
Research	5%	0%	0%
Teaching	10%	5%	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. The allocation of CONTRACTOR's time may be modified at any time at the discretion of the HOSPITAL Chief Medical Officer.

3. 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.
4. 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 regulation 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 CONTRACTOR as physician, and CONTRACTOR may not substitute service by another physician without written approval of the Chief Medical Officer of HOSPITAL.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

CONTRACTOR shall be paid according to the following:

1. Monthly Base: CONTRACTOR shall be paid nineteen thousand six hundred seventy-six dollars and eighty-two cents (\$19,676.82) per month per physician for no fewer than three (3) full-time equivalent physicians for the performance of clinical responsibilities outlined 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 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.
2. Call Coverage: CONTRACTOR will be paid for providing call coverage 365 days per fiscal year and 366 days during fiscal year 2023-2024. Inpatient attending rounds compensation is considered to be included within the compensation for on-call coverage or surgical services.

365/366 days of call coverage (251 weekdays, 104 weekends, 11 holidays)	\$1,000/day	M-TH 5:00 PM-7:00 AM, Fri 5:00 PM-Mon 7:00 AM
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CONTRACTOR shall invoice AGENCY on a monthly basis for call coverage. CONTRACTOR shall attach a call schedule to the monthly invoice. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice.

3. Director Fee: CONTRACTOR shall be paid at the rate of one hundred and fifty dollars (\$150) per hour for the administrative duties as Medical Director, Otolaryngology Services outlined in Attachment I, Section I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts reviews, education and training, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice.
4. Audiology Services: CONTRACTOR shall be paid two hundred twenty-five dollars (\$225) per eight-hour day up to eighty-five (85) days per fiscal year for audiology services as described in Attachment I, Section IV. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of clinics, calendar of clinics and number of patients, number of 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.

5. Reimbursable Expenses: CONTRACTOR shall be reimbursed up to five thousand six hundred four dollars and twenty-one cents (\$5,604.21) per month for health care premiums for up to three (3) full-time equivalent physicians. For fewer physicians than three (3) full-time equivalent, this fee may be pro-rated accordingly per physician per fiscal year. CONTRACTOR is required to submit separate standalone invoices for reimbursement of health care premiums and proof of payment documentation for those health care premiums. Health care premiums must not be combined-billed with services rendered invoices.
6. Production Based Incentive: CONTRACTOR shall have the ability to earn compensation based on Work Relative Value Units ("Work RVUs"). Work RVUs are mutually agreed to be those Work RVUs defined by Centers for Medicare and Medicaid Services (CMS), Area 17, and published in the Federal Register, for work performed by the physician, exclusive of advanced practice providers and using Current Procedural Terminology (CPT) code modifiers as appropriate. Work RVUs used in this calculation shall be updated and become effective once the data is issued by Medicare and AGENCY's reporting systems are updated.

CONTRACTOR shall receive additional compensation, calculated and paid quarterly, for increased amounts of clinical service delivered by CONTRACTOR. Work RVUs produced by the Medical Director, Otolaryngology Services and Attending Physicians, Otolaryngology Services in excess of two thousand one hundred twenty five (2,125) per quarter shall result in additional compensation of thirty five dollars (\$35) per Work RVU.

Calculation of total current quarter Work RVUs shall take place within thirty (30) days following the end of the quarter to allow sufficient time for posting of all charges for the quarter. Charge tickets for services provided but not entered into the billing system by this date will not be included and no reconciliation for inclusion in future months will occur. Reports of Work RVU performance will be produced centrally as defined by AGENCY and will be distributed to CONTRACTOR. In the event that said Work RVU reports are not available in a timely manner and through no fault of CONTRACTOR, CONTRACTOR shall receive an estimated payment based on the prior quarter. Said payment shall be adjusted upon receipt of Work RVU data and payment adjustment, whether up or down, will be made in the subsequent quarter. Work RVUs for work performed for additional compensation within the AGENCY under separate / secondary contract(s) shall be deducted from the quarterly Work RVU totals prior to calculation of the Work RVU bonus to be paid under this Agreement. CONTRACTOR shall communicate, in writing, the terms of all such secondary contracts to AGENCY for this purpose.

7. The compensation specified above shall constitute the full and total compensation for all services due and payable by AGENCY for services, including without limitation, administrative, teaching, research, if required under this Agreement, and professional, to be rendered by CONTRACTOR pursuant to this Agreement. It is agreed that compensation is predicated upon CONTRACTOR providing services as provided in Attachment I and that failure to provide these services will result in a proportionate reduction in compensation paid under this Agreement.

8. 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, 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.
9. If CONTRACTOR is under suspension from the Medical Staff at HOSPITAL 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 payment may be withheld until the suspension(s) are lifted, the documentation completed, or payment is authorized by the Administrator or Chief Medical Officer of HOSPITAL. AGENCY shall pay no interest on any payment which has been withheld in this manner.
10. 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.