

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

This Fourth Amendment to the “Agreement for Medical Director, Breast Reconstructive Surgery and Gender Care Services,” effective July 1, 2022 (“Agreement”), is made and entered into by the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter sometimes referred to as COUNTY, including its Ventura County Health Care Agency (referred to collectively as “AGENCY”), and Arthur Flynn, M.D., a duly licensed physician or duly formed California Professional Corporation (“CONTRACTOR”).

**Agreement**

The parties hereby agree that the referenced Agreement is amended effective June 1, 2023, as follows:

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

Except as is expressly amended herein, all other terms and conditions of the Agreement shall remain unchanged.

**[\[Remainder of Page Intentionally Left Blank – Signature Page Follows\]](#)**

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment on the dates written below:

CONTRACTOR:

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

By: \_\_\_\_\_  
Arthur Flynn, M.D.

TIN: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

AGENCY:

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

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

**ATTACHMENT II**  
**COMPENSATION FOR CONTRACTOR**

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

1. **BASE FEE:**

- a. Effective July 1, 2022, through December 31, 2022, CONTRACTOR shall be paid the sum of thirty thousand five hundred twenty-five dollars (\$30,525) per month ("BASE FEE") for those services pertaining to the assigned duties described in Attachment I, paragraph C. Provision of fewer hours of service may result in a proration of the BASE FEE. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include a work log, schedule of days worked, or patients seen, as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Executive Officer or HOSPITAL Chief Medical Director on a monthly basis and attached to the monthly invoice. The maximum amount to be paid under this subparagraph for the period of July 1, 2022, through December 31, 2022, is one hundred eighty-three thousand one hundred fifty dollars (\$183,150).
- b. Effective January 1, 2023, through March 31, 2023, CONTRACTOR shall be paid the sum of twenty-three thousand seven hundred fifty dollars (\$23,750) per month ("BASE FEE") for those services pertaining to the assigned duties described in Attachment I, paragraph C. Provision of fewer hours of service may result in a proration of the BASE FEE. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include a work log, schedule of days worked, or patients seen, as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Executive Officer or HOSPITAL Chief Medical Director on a monthly basis and attached to the monthly invoice. The maximum amount to be paid under this subparagraph for the period of January 1, 2023, through March 31, 2023, is seventy-one thousand two hundred fifty dollars (\$71,250).

2. **Call Coverage:** Effective January 1, 2023, and through March 31, 2023, CONTRACTOR shall be paid the sum of one thousand dollars (\$1,000) for each call coverage day one in three days (1:3) up to one hundred twenty-two (122) days per fiscal year. CONTRACTOR shall submit documentation of call coverage days in accordance with Attachment I, paragraph D, subparagraph 1. CONTRACTOR may engage in no other coverage of clinical services while on duty for the after-hours call coverage described in this Agreement and compensated through this paragraph. It is mutually understood that these services include necessary rounds, oversight of care, additional visits to HOSPITAL and appropriate documentation of said services. The maximum compensation to be paid under this paragraph for the period of January 1, 2023, through March 31, 2023, is thirty thousand dollars (\$30,000).

3. **Additional Call Coverage:** Effective January 1, 2023, through March 31, 2023, CONTRACTOR shall receive additional compensation of one thousand dollars (\$1,000) for each additional call coverage day one in two (1:2) up to sixty-one (61) days per fiscal year that CONTRACTOR is scheduled in excess of one hundred twenty-two (122) days per fiscal year. CONTRACTOR shall submit documentation of call coverage days in accordance with

Attachment I, paragraph D, subparagraph 2. CONTRACTOR may engage in no other coverage of clinical services while on duty for the after-hours call coverage described in this Agreement and compensated through this paragraph. It is mutually understood that these services include necessary rounds, oversight of care, additional visits to HOSPITAL and appropriate documentation of said services. The maximum compensation to be paid under this paragraph for the period of January 1, 2023, through March 31, 2023, is sixteen thousand dollars (\$16,000).

4. Call and Additional Call Services: Effective April 1, 2023, through June 30, 2023, and any fiscal year thereafter, CONTRACTOR shall be paid for call coverage based on the following table below:

<b>Plastic Call Coverage</b>					
<b>Call Coverage Description</b>	<b>Compensation Per Day</b>	<b>1:4 Call Days</b>	<b>1:4 Call Days Compensation</b>	<b>1:2 Call Days</b>	<b>1:2 Call Days Compensation</b>
24 hours period	\$1,000	92	\$92,000	183	\$183,000
Total per FY			\$92,000		\$183,000

- a. CONTRACTOR shall provide a minimum of one in four (1:4) call days, for ninety-two (92) total days per fiscal year.
- b. CONTRACTOR may provide additional call days up to a maximum of one in two (1:2) call days, for one hundred eighty-three (183) total days per fiscal year.

CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include a work log, schedule of days worked, or patients seen, as applicable. CONTRACTOR shall attach a monthly schedule of the call days worked to the monthly invoice in accordance with Attachment I, paragraph D, subparagraph 3. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Executive Officer or HOSPITAL Chief Medical Director on a monthly basis and attached to the monthly invoice. CONTRACTOR may engage in no other coverage of clinical services while on duty for the after-hours call coverage described in this Agreement and compensated through this paragraph. It is mutually understood that these services include necessary rounds, oversight of care, additional visits to HOSPITAL and appropriate documentation of said services. The maximum amount to be paid under this paragraph for the period of April 1, 2023, through June 30, 2023, is forty-seven thousand dollars (\$47,000) and one hundred eighty-three thousand dollars (\$183,000) per fiscal year thereafter.

5. Hospital Services, Clinic Services and Operating Room Services: Effective April 1, 2023, through June 30, 2024, and any fiscal year thereafter CONTRACTOR shall have the ability to earn compensation based on Work Relative Value Units ("Work RVUs"). Work RVUs are mutually agreed to be those Work RVUs defined by Centers for Medicare and Medicaid Services (CMS), Area 17, and published in the Federal Register, for work performed by the physician, exclusive of advanced practice providers, and using Current Procedural Terminology (CPT) code modifiers as appropriate. Work RVUs used in this calculation shall

be updated and become effective once the data is issued by Medicare and AGENCY's reporting systems are updated.

CONTRACTOR shall receive compensation, calculated and paid monthly, only for Work RVUs related to clinic services, surgical procedures and HOSPITAL consultations provided by CONTRACTOR. Work RVUs produced by CONTRACTOR under this Agreement shall be paid at a rate of seventy dollars (\$70) per work RVU. For the period of April 1, 2023, through June 30, 2023, calculation of total Work RVUs shall take place no later than August 30, 2023. Effective July 1, 2023, and thereafter, calculation of total Work RVUs shall take place within thirty (30) days following the end of the month.

Reports of Work RVU performance will be produced centrally as defined by AGENCY and will be distributed to CONTRACTOR. In the event that said Work RVU reports are not available in a timely manner and through no fault of CONTRACTOR, CONTRACTOR shall receive a payment of 1/12<sup>th</sup> of maximum Work RVU compensation, or twenty-three thousand nine hundred seventeen dollars (\$23,917) per month. Said payment shall be adjusted upon receipt of Work RVU data and payment adjustment, whether up or down, shall be made as soon as the data is available. Any repayment due to AGENCY shall be made within thirty (30) days of reconciliation of actual data. Work RVUs for work performed for additional compensation within AGENCY under separate/secondary contract(s) shall be deducted from the Work RVU totals prior to calculation of the Work RVU to be paid under this Agreement. CONTRACTOR shall communicate, in writing, the terms of all such secondary contracts to AGENCY for this purpose.

CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include a work log, schedule of days worked, or patients seen, as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Executive Officer or HOSPITAL Chief Medical Director on a monthly basis and attached to the monthly invoice. The maximum amount to be paid under this paragraph for the period of April 1, 2023, through June 30, 2023, is ninety-eight thousand two hundred fifty-two dollars (\$98,252) and two hundred eighty-seven thousand dollars (\$287,000) per any fiscal year thereafter.

6. Medical Director, Breast Reconstructive Surgery and Gender Care Services:

- a. Effective July 1, 2022, through March 31, 2023, CONTRACTOR shall be paid two thousand dollars (\$2,000) per month for administrative duties as Medical Director, Breast Reconstructive Surgery and Gender Care Services, as outlined in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts reviews, education and training, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical 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 for the period of July 1, 2022, through March 31, 2023, is eighteen thousand dollars (\$18,000).
- b. Effective April 1, 2023, though June 30, 2023, and any fiscal year thereafter,

CONTRACTOR shall be paid one hundred and fifty dollars (\$150) per hour for administrative duties as Medical Director, Breast Reconstructive Surgery and Gender Care Services, as outlined in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts reviews, education and training, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical 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 for the period of April 1, 2023, through June 30, 2023, is six thousand two hundred twenty-five dollars (\$6,225) and twenty-four thousand dollars (\$24,000) per any fiscal year thereafter.

7. Reimbursable Expenses: CONTRACTOR shall be reimbursed up to one thousand dollars (\$1,000) per month for health care premiums. CONTRACTOR is required to submit separate standalone invoices for reimbursement of health care premiums and proof of payment documentation for those health care premiums. Health care premiums must not be combined-billed with services rendered invoices. The maximum amount to be paid under this paragraph shall not exceed twelve thousand dollars (\$12,000) per fiscal year.
8. Physician Assistants Compensation:
  - a. Effective September 1, 2022, through January 31, 2023, CONTRACTOR shall be paid at the rate of ninety-five dollars (\$95) per hour for up to one hundred (100) hours for provision of physician assistant services in the operating room. Operative time shall be defined as room-in to room-out time provided by report via Hospital IQ. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed as applicable and include it with the monthly invoice. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer. The maximum amount to be paid under this subparagraph for the period of September 1, 2022, through January 31, 2023, is nine thousand five hundred dollars (\$9,500).
  - b. Effective February 1, 2023, and thereafter, CONTRACTOR shall be paid at the rate of ninety-five dollars (\$95) per hour for up to five hundred four (504) hours per fiscal year for provision of physician assistant services in the operating room. Operative time shall be defined as room-in to room-out time provided by report via Hospital IQ. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed as applicable and include it with the monthly invoice. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer. The maximum amount to be paid under this subparagraph for the period of February 1, 2023, through June 30, 2023, is nineteen thousand nine hundred fifty dollars (\$19,950) and forty-seven thousand eight hundred eighty dollars (\$47,880) per any fiscal year thereafter.
9. Productivity Compensation for July 1, 2022, through March 31, 2023: 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. Calculation of total Work RVUs shall take place within forty-five (45) days following the end of the quarter.

- a. Effective July 1, 2022, through December 31, 2022, CONTRACTOR shall receive additional compensation, calculated and paid quarterly, for clinical services delivered by CONTRACTOR. Work RVUs produced by CONTRACTOR under this Agreement shall be paid based on the following:

The following table reflects the baseline Work RVUs and target Work RVUs:

	Baseline Work RVU	Dollar per Work RVU	Maximum Compensation
Effective July 1, 2022, through December 31, 2022	Above 750 WRVUs per Quarter	\$30	\$25,500

Work RVUs shall be paid at a rate of thirty dollars (\$30) per work RVU in excess of the baseline Work RVU amount and up to twenty-five thousand, five hundred dollars (\$25,500) for the period of July 1, 2022, through December 31, 2022.

- b. Effective January 1, 2023, through March 31, 2023, CONTRACTOR shall receive additional compensation, calculated and paid quarterly, for clinical services delivered by CONTRACTOR. Work RVUs produced by CONTRACTOR under this Agreement shall be paid based on the following:

The following table reflects the baseline Work RVUs and target Work RVUs:

	Baseline Work RVU	Dollar per Work RVU	Maximum Compensation
Effective January 1, 2023, through March 31, 2023	Above 650 WRVUs per Quarter	\$40	\$24,000

Work RVUs shall be paid at a rate of forty dollars (\$40) per work RVU in excess of the baseline Work RVU amount. The maximum amount to be paid under this subparagraph for the period of January 1, 2023, through March 31, 2023, is twenty-four thousand dollars (\$24,000).

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, or if no prior quarter, then the quarterly maximum shall be paid. Said payment shall be adjusted upon receipt of Work RVU



data and payment adjustment, whether up or down, shall be made as soon as the data is available. Any repayment to AGENCY shall be made within thirty (30) days of reconciliation of actual data. Work RVUs for work performed for additional compensation within AGENCY under separate/secondary contract(s) shall be deducted from the Work RVU totals prior to calculation of the Work RVU to be paid under this Agreement. CONTRACTOR shall communicate, in writing, the terms of all such secondary contracts to AGENCY for this purpose.

The maximum amount to be paid under this paragraph for the period of July 1, 2022, through March 31, 2023, is forty-nine thousand five hundred dollars (\$49,500).

10. CONTRACTOR shall devote an average of thirty-two (32) hours per week for forty-six (46) weeks per fiscal year to the responsibilities described in Attachment I. CONTRACTOR is responsible for continuing education time. If CONTRACTOR devotes less than forty-six (46) weeks in a fiscal year, the BASE FEE will be prorated to reflect the weeks worked.
11. 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.
12. 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. The AGENCY shall pay no interest on any payment which has been withheld in this manner.
13. The compensation specified above shall constitute the full and total compensation from AGENCY for all services, including, without limitation, administrative, teaching, research, if required under this Agreement, and professional, to be rendered by CONTRACTOR pursuant to this Agreement. Inpatient attending rounds compensation is considered to be included within the compensation for surgical services.
14. 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.
15. The maximum amount to be paid under this Agreement for the period of July 1, 2022, through June 30, 2023, is five hundred sixty thousand eight hundred twenty-seven dollars (\$560,827).



16. The maximum amount to be paid under this Agreement for the period of July 1, 2023, through June 30, 2024, and any fiscal year thereafter, is five hundred fifty-three thousand eight hundred eighty dollars (\$553,880).