

**SECOND AMENDMENT TO AGREEMENT FOR
ASSOCIATE CHIEF MEDICAL OFFICER AND
DIRECTOR, PEDIATRIC STRATEGY**

This Second Amendment to the “Agreement for Associate Chief Medical Officer and Director, Pediatric Strategy,” effective August 7, 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 Todd Flosi, M.D., a duly licensed physician or a duly formed California Professional Corporation (“CONTRACTOR”). COUNTY, AGENCY, and CONTRACTOR may be referred to collectively as the “Parties.”

Agreement

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

- A. 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.

IN WITNESS WHEREOF, the Parties hereto execute this Second Amendment, on the dates written below:

CONTRACTOR:

Dated: _____

By: _____
Todd Flosi, M.D.

AGENCY:

Dated: _____

By: _____
PURCHASING AGENT or DESIGNEE

ATTACHMENT II
COMPENSATION FOR CONTRACTOR

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

1. Associate Chief Medical Officer of HOSPITAL and Director, Pediatric Strategy Fees: CONTRACTOR shall be paid the sum of one hundred seventy-five dollars (\$175) per hour for those services pertaining to the assigned duties of Associate Chief Medical Officer of HOSPITAL, and Director, Pediatric Strategy, as described in Attachment I, paragraphs 2, 3 and 4, respectively. CONTRACTOR will devote up to sixty (60) hours per month for forty-eight (48) weeks per year to the tasks 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, training, and other duties, 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.
2. Special Training Expenses: CONTRACTOR shall be eligible for reimbursement for off-campus activities related to HOSPITAL services. Reimbursement is restricted to travel expenses and conference fees. Expenses eligible for reimbursement may include some or all of the following as established in the prior written approval: hotel accommodation, mileage, transportation, conference fees, and meals. It is explicitly acknowledged that the CONTRACTOR will not receive payment from HOSPITAL for their time. All reimbursements shall be in accordance with COUNTY's expense reimbursement policy and require advance written approval from the HOSPITAL Chief Executive Officer and/or HOSPITAL Chief Medical Officer. Details relevant to special training expenses shall be reviewed and approved by the HOSPITAL Chief Medical Officer and HOSPITAL Chief Executive Officer, as they occur, and attached to the monthly invoice.
3. The compensation specified above shall constitute the full and total compensation for all services, including, without limitation, administrative, teaching, research and professional, to be rendered by CONTRACTOR pursuant to this Agreement.
4. To receive payments, CONTRACTOR must submit an invoice, within thirty (30) days of 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.
5. If CONTRACTOR is under suspension from the Medical Staff or fails to report on a monthly basis the specific hours of service provided to AGENCY for a selected one (1) week period each month (Time Study) 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 Chief Executive Officer or Chief Medical Director of HOSPITAL. AGENCY shall pay no interest on any payment which has been withheld in this manner.

6. Should AGENCY discover an overpayment made to CONTRACTOR, the overpayment amount shall be deducted from future payments due to CONTRACTOR under this Agreement until the full amount is recovered. Should deduction from future payments not be possible, CONTRACTOR shall repay any overpayment not deducted within thirty (30) days of demand by AGENCY.