

**THIRD AMENDMENT TO AGREEMENT FOR MEDICAL DIRECTOR, PLASTIC  
SURGERY SERVICES**

This Third Amendment to the “Agreement for Medical Director, Plastic Surgery Services” effective July 1, 2013 (“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 William E. Starr, M.D., a Professional Corporation, a duly licensed physician or duly formed California Professional Corporation (“CONTRACTOR”).

**Agreement**

The parties hereby agree that the referenced Agreement is amended effective July 1, 2019, as follows:

- A. The Agreement shall remain in effect through June 30, 2020. Then, unless either party provides written notice of its intent not to renew at least ninety (90) days prior to the annual renewal date, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, the Agreement shall then be extended for up to two (2) additional periods of one (1) year each.
- B. Attachment II, Compensation of CONTRACTOR, shall be replaced in its entirety with the attached Attachment II.

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

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

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

CONTRACTOR:

William E. Starr, M.D., a Professional Corporation

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

By: \_\_\_\_\_  
William E. Starr, M.D., President

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

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

\_\_\_\_\_

AGENCY:

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

By: \_\_\_\_\_  
HCA Director or Designee

**ATTACHMENT II**  
**COMPENSATION OF CONTRACTOR**

CONTRACTOR shall be paid according to the following:

- A. Base: CONTRACTOR shall be paid the sum of thirty thousand five hundred twenty nine dollars and seventeen cents (\$30,529.17) per month ("BASE FEE"). The maximum amount to be paid under this paragraph during any fiscal year shall not exceed three hundred sixty six thousand three hundred fifty dollars and four cents (\$366,350.04).
- B. Medical Director: CONTRACTOR shall be paid the sum of two thousand dollars (\$2,000.00) per month for the administrative duties as Medical Director, Plastic and Reconstructive Surgery Services as described in Attachment I. The maximum amount to be paid under this paragraph is twenty-four thousand dollars (\$24,000.00) per fiscal year.
- C. Additional Call Coverage: CONTRACTOR shall receive additional compensation of six hundred dollars (\$600.00) for each additional call coverage day up to 11.5 days that CONTRACTOR is scheduled in excess of one hundred eighty three (183) days. CONTRACTOR shall submit documentation of call coverage days in accordance with Paragraph 3(D) of Attachment I. 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 shall not exceed six thousand nine hundred dollars (\$6,900) per fiscal year.
- D. Additional After-Hours Support: CONTRACTOR shall receive additional compensation of two hundred dollars (\$200.00) in each instance that: (1) CONTRACTOR's skill or expertise is requested by an AGENCY physician or surgeon when CONTRACTOR is not scheduled for call coverage, and (2) CONTRACTOR is required to begin assisting the AGENCY physician or surgeon on the HOSPITAL premises outside of the hours of 8:00 am to 5:00 p.m. On days where CONTRACTOR receives compensation for additional call coverage as described above in Paragraph C, this paragraph will not apply as the CONTRACTOR is already scheduled for call coverage and being compensated. CONTRACTOR shall submit a monthly invoice for these services. The maximum amount to be paid under this paragraph is six thousand eight hundred dollars (\$6,800) per fiscal year, payable only in circumstances where the additional call coverage under Paragraph C above is not paid.
- E. 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.
- F. Productivity: 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 Medicare Area 17 and published in the Federal Register. 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 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
FY 2019-2020 and Any Fiscal Year Thereafter	Above 1,000 RVUs per Quarter	\$20	\$15,000

Work RVUs shall be paid at a rate of twenty dollars (\$20) per Work RVU in excess of the baseline Work RVU amount and up to fifteen thousand dollars (\$15,000) per fiscal year. Calculation of total Work RVUs shall take place no sooner than forty-five (45) days following the end of the quarter.

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 payback to AGENCY shall be made within forty five (45) 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 shall not exceed fifteen thousand dollars (\$15,000) per fiscal year.

- G. The compensation(s) specified above shall constitute the full and total compensation for all services, including, without limitation, administrative, teaching, research, if required under this Agreement, and professional, to be rendered by CONTRACTOR pursuant to this Agreement.
- H. CONTRACTOR will fulfill these duties forty six (46) weeks per contract year, and will devote no less than an average of one hundred fifty (150) hours per month to the tasks

outlined herein and in Attachment I, "Responsibility of Contractor." Provision of partial months of service or fewer services than as stated will result in a proportionate pro-rata reduction in the appropriate compensation element.

- I. 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.
- J. 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 may be withheld until the respective suspension(s) are lifted, the documentation completed, or payment is authorized by the Administrator or Medical Director of HOSPITAL. AGENCY shall pay no interest on any payment that has been withheld in this manner.
- K. The contract maximum to be paid under this Agreement for the period of July 1, 2019 through June 30, 2020 is four hundred twenty four thousand two hundred fifty dollars and four cents (\$424,250.04). The maximum to be paid for any fiscal year thereafter shall not exceed four hundred twenty four thousand two hundred fifty dollars and four cents (\$424,250.04).