

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

This Second 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 January 1, 2023, as follows:

- A. Exhibit A, Participating Physicians, shall be replaced in its entirety with the attached Exhibit A.
- B. Attachment I, Responsibilities of CONTRACTOR, shall be replaced in its entirety with the attached Attachment I.
- C. 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 have executed this Second Amendment on the dates written below:

CONTRACTOR:

Dated: _____

By: _____
Arthur Flynn, M.D.

TIN: _____

Address: _____

AGENCY:

Dated: _____

By: _____
HCA DIRECTOR or DESIGNEE

EXHIBIT A
PARTICIPATING PROVIDERS
2/1/2022

Helena Keeter, PA-C
Lindsay Loft, PA-C



ATTACHMENT I
RESPONSIBILITY OF CONTRACTOR

It is mutually agreed that CONTRACTOR shall have the following responsibilities under the direction of the HOSPITAL and AMBULATORY CARE Chief Medical Directors and Medical Director of Plastic Surgery.

- A. AGENCY shall appoint CONTRACTOR as Medical Director, Breast Reconstructive Surgery and Gender Care Services. HOSPITAL reserves the right to remove and appoint the Medical Director, Breast Reconstructive Surgery and Gender Care Services at the discretion of HOSPITAL Chief Medical Director.

- B. As the Medical Director, Breast Reconstructive Surgery and Gender Care Services, CONTRACTOR shall have, among other duties as shall be mutually agreed, the following responsibilities:
 - 1. Strategic Vision: Establish the vision and strategic goals, both on a short and long term basis of the breast reconstructive surgery and gender care services in line with the overall vision of AGENCY.

 - 2. Quality and Safety:
 - a. Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and HOSPITAL and AMBULATORY CARE Chief Medical Directors 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.

 - b. Coordinate with other HOSPITAL departments regarding initiatives that are interdepartmental (SSI collaborative, throughput initiative).

 - 3. Resource Allocation and Oversight:
 - a. Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and HOSPITAL and AMBULATORY CARE Chief Medical Directors on resource allocation including staffing, space, capital equipment investment, supplies, medications and other resources to meet patient needs.

 - b. Respond to resource shortages to ensure safe and effective care for all patients.

 - 4. Breast Reconstructive Surgery and Gender Care Services Program Administration and Oversight:
 - a. Setting goals and objectives, strategic planning, community outreach to include communication with referral sources and participation in county-wide diversity, equity, and inclusion (DEI) initiatives and events.

- b. Staff training on DEI, as it relates to breast reconstructive surgery and gender care services.
- c. 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 for the breast reconstructive surgery and gender care program that would benefit HOSPITAL.
- d. Quality oversight, evaluation of patients' reviews, assessment, and performance improvement.
- e. Setting standardized protocols for quality patient care and system-wide cultural education.
- f. Resident education oversight, orientation, and continuing education of the breast reconstructive surgery and gender care services.
- g. Liaison to HOSPITAL Chief Medical Director.
- h. Coordination and integration of the breast reconstructive surgery and gender care services with all other departments of HOSPITAL.
- i. Serve on the Breast Reconstructive Surgery and Gender Care Services Committee of HOSPITAL.
- j. Recommending to HOSPITAL such equipment, space, supply, and personnel requirements as shall be necessary for the proper function of the transgender surgery program.
- k. Work with administration on opportunities to expand services, recruit patients, maintain financial prudence, and improve quality.
- l. Coordination and integration of interdepartmental and intradepartmental services.
- m. Development and implementation of policies and procedures to guide and support the provision of services.
- n. CONTRACTOR shall devote one (1) half-day per week to Medical Director, Breast Reconstructive Surgery and Gender Care Services duties. Half-days shall be defined as a minimum of four (4) hours of administrative services beginning at 8:00 a.m. to 12 p.m. or 1:00 p.m. to 5 p.m. CONTRACTOR shall provide administrative services as directed by HOSPITAL Chief Medical Director. CONTRACTOR's administrative schedule will be as assigned and approved in advance by the HOSPITAL Chief Medical Director.

C. Clinical Services: CONTRACTOR shall have the following responsibilities:

1. Inpatient breast reconstructive surgery and gender care services, including daily rounds, and consultation.
2. Outpatient breast reconstructive surgery and gender care clinic teaching and coverage at HOSPITAL's clinic site(s) for a minimum of five (5) half-days clinics per week, for forty six (46) weeks per year. The clinic schedule shall be mutually agreed by CONTRACTOR and the AMBULATORY CARE Chief Medical Director. 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 p.m. or 1:00 p.m. to 5 p.m.
3. Breast reconstructive surgery and gender care for a minimum of one (1) surgical block per week, for forty six (46) weeks per year.

D. Plastic and Reconstructive Surgery Services:

1. Call Services: After-hours and weekend emergency consultation and emergency room plastic surgery call coverage twenty-four (24) hours per day, one in three (1:3) up to one hundred twenty-two (122) days per year, based on the DEPARTMENT needs, in conjunction with the Medical Director, Breast Reconstructive Surgery and Gender Care Services and other plastic surgery physicians in the DEPARTMENT. CONTRACTOR shall determine the monthly call schedule. It is mutually understood that these services include necessary rounds, oversight of care, additional visits to HOSPITAL and appropriate documentation of services.
2. Additional Call Services: Additional after-hours emergency consultation and emergency room plastic surgery call coverage twenty-four (24) hours per day, one in two (1:2) up to sixty-one (61) days per year, in conjunction with Medical Director, Breast Reconstructive Surgery and Gender Care Services and other plastic surgery physicians in the DEPARTMENT. The additional after-hours call schedule will be determined by the Medical Director of Plastic Surgery. It is mutually understood that these services include necessary rounds, oversight of care, additional visits to HOSPITAL and appropriate documentation of said services.
3. Physician Assistants Supervision: CONTRACTOR shall provide oversight of patient care and performance with reviews and management of up to two (2) physician assistants, including medical record reviews and signature.
4. Consulting plastic and reconstructive surgery services for physicians and resident staff.
5. Teaching of plastic and reconstructive surgery to physicians and resident staff.
6. Participation in both formal as well as informal plastic and reconstructive surgery education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.

E. CONTRACTOR shall 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.

- F. CONTRACTOR shall help develop, update and maintain HOSPITAL's Family Medicine Residency curriculum for teaching plastic and reconstructive surgery practice and procedures to the resident physicians in preparation for their practice as family physicians, and to assure that residents are appropriately supervised during their provision of all plastic and reconstructive surgery services and that curriculum objectives are fulfilled.
- G. CONTRACTOR shall assist in the development of educational programs for other allied health professional personnel such as nurse practitioners, nurses, and technicians.
- H. CONTRACTOR shall cooperate with and assist other members of the Medical Staff of HOSPITAL in preparation of clinical reports for publication and CONTRACTOR will use his best efforts to enhance the reputation of the Medical Staff in the field of unusual or interesting studies made on its service.
- I. 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 their Core Measures and Patient Safety Goals.
- J. CONTRACTOR's time will be allocated in approximately the following manner:

Administrative Services	10%
Patient Services	80%
Research	0%
Teaching	10%
Total	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 Director.

- K. CONTRACTOR agrees to treat patients without regard to patients' 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.

By this Agreement, AGENCY contracts for the services of CONTRACTOR, as a physician, and CONTRACTOR may not substitute service by another physician without written approval of the HOSPITAL Chief Medical Director.

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 and thereafter, 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 June 30, 2023, is one hundred forty-two thousand five hundred dollars (\$142,500) and two hundred eighty-five thousand dollars (\$285,000) for any fiscal year thereafter.
2. **Call Coverage:** Effective January 1, 2023 and thereafter, 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 June 30, 2023, is sixty-one thousand dollars (\$61,000) and one hundred twenty-two thousand dollars (\$122,000) for any fiscal year thereafter.
3. **Additional Call Coverage:** Effective January 1, 2023 and thereafter, 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 June 30, 2023, is thirty-one thousand dollars (\$31,000) and sixty-one thousand dollars (\$61,000) per any fiscal year thereafter.

4. Medical Director, Breast Reconstructive Surgery and Gender Care Services: 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 is twenty four thousand dollars (\$24,000) per fiscal year.
5. 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.
6. 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.

7. Productivity Compensation: 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 dollars (\$25,500) for the period of July 1, 2022 through December 31, 2022.

- b. Effective January 1, 2023, and thereafter, 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 per FY
Effective January 1, 2023 and any FY Thereafter	Above 650 WRVUs per Quarter	\$40	\$96,000

Work RVUs shall be paid at a rate of forty dollars (\$40) per work RVU in excess of the baseline Work RVU amount and up to ninety-six thousand dollars (\$96,000) per fiscal

year.

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 June 30, 2023 is seventy-three thousand five hundred dollars (\$73,500) and ninety-six thousand dollars (\$96,000) per any fiscal year thereafter.

8. 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. The maximum amount (“MAXIMUM FEE”) to be paid under this Agreement for the period of July 1, 2022, through June 30, 2023, shall be increased by eighty-four thousand three hundred dollars (\$84,300) for a new maximum of five hundred fifty-six thousand six hundred dollars (\$556,600).
14. The maximum amount (“MAXIMUM FEE”) to be paid under this Agreement for the period of July 1, 2023, through June 30, 2024, and any fiscal year thereafter is six hundred forty seven thousand eight hundred eighty dollars (\$647,880).