

**SECOND AMENDMENT TO AGREEMENT FOR EMERGENCY DEPARTMENT
MEDICAL DIRECTOR AND ATTENDING PHYSICIANS**

This Second Amendment to the “Agreement for Emergency Department Medical director and Attending Physicians” effective July 1, 2021 (“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 Seaside Emergency Associates (“CONTRACTOR”), a California general partnership.

Agreement

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

1. The Agreement, subject to all necessary budgetary approvals by the Ventura County Board of Supervisors, shall remain in effect through June 30, 2023. Then, unless either party gives notice of its intent not to renew at least ninety (90) days prior to the renewal date, and subject to the receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, the Agreement shall then be extended for two (2) additional period of one (1) year.
2. Exhibit A, Participating Physicians, shall be replaced in its entirety with the attached Exhibit A.
3. Attachment I shall be replaced in its entirety with the attached Attachment I.
4. Attachment II shall be replaced in its entirety with the attached Attachment II.
5. Attachment III shall attach in this second amendment and will remain unchanged.

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

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

CONTRACTOR: Seaside Emergency Associates

TIN#: _____

Address: _____

Dated: _____

By: _____
Theodore Mandryk, M.D., Inc. – General Partner
Theodore Mandryk, M.D., President

Dated: _____

By: _____
Robinson M.D. Enterprises, Inc. – General Partner
Jeffrey Robinson, M.D., President

Dated: _____

By: _____
Richard Rutherford, M.D. Inc. – General Partner
Richard Rutherford, M.D., President

Dated: _____

By: _____
Scott Speier, M.D., Inc. – General Partner
Scott Speier, M.D., President

Dated: _____

By: _____
Martin Ehrlich, M.D., A Professional Corporation –
General Partner
Martin Ehrlich, M.D., President

Dated: _____

By: _____
RJC M.D., Inc. - General Partner
Richard Cegelski, M.D., President

AGENCY:

Dated: _____

By: _____
HCA Director or Designee

EXHIBIT A
PARTICIPATING PROVIDERS

Effective March 1, 2023

Allison Binkowski, M.D.
Tyler Barr, M.D.
William Talbot Bowen, M.D.
Ben Mati, M.D.
John Gillett, M.D.
Grace Lin, M.D.
Greg Patton, M.D.
Jordana Kaban, D.O.
Travis Keeling, M.D.
Lisa Singh, M.D.
Mathew Kappen, M.D.
Tara Paterson, M.D.
Thomas Sichi, D.O.
Tipu Khan, M.D.
Tyler Humphrey, M.D.
Caleb Scarth, M.D.
Danny Firer, M.D.
James Rholting, M.D.
Miles Maasen, M.D.
Kyle Brooks, M.D.
Jake West, M.D.
Tammi Hemsley, N.P.
Sean Colwell, N.P.
Courtney Paxson, P.A.
Alisa Silsbee, P.A.
Fabio Mazarelli, P.A.
David Pritchett, P.A.

ATTACHMENT I

RESPONSIBILITIES OF CONTRACTOR

It is mutually agreed that CONTRACTOR shall have the following responsibilities under the direction of the HOSPITAL Chief Executive Officer and Medical Director:

1. AGENCY shall appoint CONTRACTOR as Medical Director and Attending Physicians of the DEPARTMENT, as described in Article 1, above. Martin Ehrlich, M.D. shall be appointed as the Medical Director of the DEPARTMENT. Theodore Mandryk, M.D. shall be appointed as the Ultrasound Medical Director. John Gillett, M.D. shall be appointed as the Emergency Medical Services and Trauma Medical Director. HOSPITAL reserves the right to remove and appoint the Medical Director of the DEPARTMENT, Ultrasound Medical Director and Emergency Medical Services and Trauma Medical Director at the discretion of the HOSPITAL Medical Director.
2. The Medical Director of the DEPARTMENT, Ultrasound Medical Director and Emergency Medical Services and Trauma Medical Director 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 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.
 - 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 Medical Directors 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.
 - d. Scheduling and oversight of all physician and nurse practitioners or physician assistants in the DEPARTMENT.
 - e. Coordination and integration of the DEPARTMENT with all other departments of HOSPITAL.

- f. Serve as chair of the Emergency Medicine Committee of HOSPITAL.
 - g. Recommending to HOSPITAL such equipment, space, supply, and personnel requirements as shall be necessary for the proper function of the DEPARTMENT.
 - h. Assistance in formulation of recommendations for the outpatient treatment of patients of HOSPITAL so as to maximize the efficiencies of DEPARTMENT operation and utilization.
 - i. Coordination and integration of interdepartmental and intradepartmental services.
 - j. Development and implementation of policies and procedures to guide and support the provision of services.
 - k. Recommending a sufficient number of qualified and competent persons to provide care and service, and determination of the qualifications and competence of such persons.
 - l. Continuous assessment and improvement of the quality of care and services provided, along with the maintenance of such quality control programs as are appropriate.
 - m. Orientation and continuing education of all persons in the DEPARTMENT, as is appropriate.
3. Clinical Services: CONTRACTOR shall be responsible for the management and professional supervision of the DEPARTMENT. This includes, but is not limited to, the following responsibilities:
- a. Assure adequate and appropriate physician, nurse practitioner, physician assistant and extra-resident coverage for the DEPARTMENT, through a regular call schedule, including CONTRACTOR as well as other members of the Medical Staff, such that needs for such professional services are met. Adequate and appropriate coverage at Ventura County Medical Center shall be defined as a minimum of forty-five (45) hours per day of physician coverage and twelve (12) hours per day of Advance Practice Providers (APPs) for total of overall coverage minimum of fifty-seven (57) hours per day. Adequate and appropriate coverage at Santa Paula Hospital shall be defined as a minimum of twenty-seven (27) hours per day of physicians coverage and twelve (12) hours per day of APPs for total of overall coverage minimum of thirty-nine (39) hours per day.
 - b. Develop and maintain 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 to assure that the DEPARTMENT functions in conformance with the written policies and procedures.
 - c. Develop, update and maintain the DEPARTMENT curriculum for 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 services and that curriculum objectives are fulfilled.

- d. Development and maintenance of quality assurance mechanisms such as medical chart review, direct supervision, or other methods which may serve to monitor efficiency and quality of emergency services rendered at HOSPITAL.
 - e. Assist in the development of educational programs for other allied health professional personnel such as nurse practitioners, nurses, and technicians.
 - f. Represent HOSPITAL within the medical community as Director and Attending Physicians of the DEPARTMENT.
 - g. Provide a leadership role within HOSPITAL's Medical Staff, including assignment of CONTRACTOR to a minimum of two Medical Staff committees per year with a minimum participation of eighty percent (80%) in each of these committees.
 - h. 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.
 - i. Comply and participate in HOSPITAL's efforts to participate in the Joint Commission Quality Core Measure as pertains to DEPARTMENT services and to participate in quality initiatives related to DEPARTMENT services that are sponsored by HOSPITAL's liability carrier.
 - j. Assure that effective peer review of DEPARTMENT services is being conducted according to Medical Staff guidelines.
 - k. Assist in the financial review and the performance review of the DEPARTMENT, and the entire provision of emergency services at HOSPITAL.
 - l. Administration and oversight of the paramedic base station of HOSPITAL, including service to the Paramedic Services Committee and the Medical Advisory Committee. Included in this responsibility will also be the review of paramedic runs and medical backup to the EMT-D program of the Santa Paula Fire Department.
 - m. CONTRACTOR shall submit monthly Physician Time Study reports.
4. Ultrasound Medical Director: The Ultrasound Medical Director shall implement, and maintain a point of care ultrasound program for HOSPITAL, including all elements required for compensation, regulatory compliance and HOSPITAL quality reporting requirements. The Ultrasound Medical Director shall:
- a. Coordinate with other departments as necessary for the implementation and management of the new QPath ultrasound software upgrade.

- b. Provide documentation of the initial and final interpretation and report for electrocardiograms ordered by CONTRACTOR.
5. Emergency Medical Services and Trauma (“EMS”) Medical Director: The EMS Medical Director shall serve as the paramedic liaison physician for HOSPITAL. The EMS Medical Director shall:
 - a. Interface between paramedics and DEPARTMENT physicians.
 - b. Manage case management issues by reviewing the case and assist in education and resolution of differences.
 - c. Participate in current regularly scheduled meetings, including but not limited to: Pre-hospital Care Committee, Trauma Advisory Committee, STEMI Committee, and Technical Advisory Group Committee.
 - d. Oversee one airway lab per month for the paramedics.
 - e. Attend and teach residents one base station course annually.
 - f. Provide trauma liaison physician services in accordance with state and ACS requirements.
6. CONTRACTOR shall cooperate with and assist other members of the Medical Staff of HOSPITAL in preparation of manuscript 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 their service.
7. CONTRACTOR shall comply with the policies, rules and regulations of AGENCY subject to state and federal laws covering the practice of medicine, and with all applicable provisions of law relating to licensing and regulations of physicians and hospitals.
8. CONTRACTOR agrees all Participating Physicians will be board certified in either emergency medicine, internal medicine or family medicine with the exception of HOSPITAL residents or HOSPITAL recent graduates who may be only board eligible.
9. CONTRACTOR’s time will be allocated in approximately the following manner:

	VCMC Director	SPH Director	Attending Physicians
Administrative Services	5%	5%	0%
Patient Services	85%	85%	90%
Research	0%	0%	0%
Teaching	10%	10%	10%

Total	100%	100%	100%
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Time allocations may be modified at any time with the approval of the AGENCY Director. 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.

10. CONTRACTOR agrees to treat patients without regard to patient's race, ethnicity, religion, national origin, citizenship, age, gender, preexisting medical condition, status, or ability to pay for medical services, except to the extent that a circumstance such as age, gender, 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 services of Seaside Emergency Associates, and, except as provided herein, CONTRACTOR may not substitute service by another physician without written approval of the Medical Director of HOSPITAL.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

1. Provider Coverage: CONTRACTOR shall be paid for providing emergency room services 365 days a year, 24 hours per day, 7 days per week. Should CONTRACTOR provide less than 24 hours, 7 days a week, 365 days per year emergency room coverage, the compensation listed below shall be prorated accordingly.
2. BASE FEE: CONTRACTOR shall be paid eighty-seven thousand five hundred dollars (\$87,500) per month for the performance of clinical responsibilities 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. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Executive Officer or HOSPITAL Medical Director or HOSPITAL Associate Chief Officer on a monthly basis and attached to the monthly invoice. The maximum amount to be paid under this paragraph is one million fifty thousand dollars (\$1,050,000) per fiscal year.
3. Net Collections:
 - a. Effective July 1, 2022, through June 30, 2023, CONTRACTOR shall pay AGENCY an amount equal to sixty-five percent (65%) of the amount by which its Net Collections exceed six million eight hundred fifty thousand dollars (\$6,850,000). For this period, "Net Collections" shall mean all amounts earned by CONTRACTOR for professional services provided pursuant to this Agreement, inclusive of any Coronavirus Aid, Relief, and Economic Security (CARES) Act funding, and less reasonable operational expenses. Operational expenses shall be defined as those deemed reasonably necessary for CONTRACTOR to perform duties under this Agreement, including billing and collections fees, coding and chart review, clinical documentation specialist, lockbox and wire fees, credit card charges, marketing, annual cost to maintain Q-Path, the point-of-care ultrasound archiving system used by CONTRACTOR, and an amount equal to 50% of cost for data acquisition and Emergency Department performance analytics management reports, up to eleven thousand three hundred one dollars and forty five cents (\$11,301.45), paid to CONTRACTOR's d2i Solutions vendor. A reconciliation of the Net Collections will be conducted on or before August 15, 2023, to determine the amounts earned by CONTRACTOR and the amount due to AGENCY, if any. CONTRACTOR shall pay AGENCY within thirty (30) days of the reconciliation.
 - b. Effective July 1, 2023, through June 30, 2024, and thereafter, CONTRACTOR shall pay AGENCY an amount equal to sixty-five percent (65%) of the amount by which its Net Collections exceed six million eight hundred fifty thousand dollars (\$6,850,000). For this period, "Net Collections" shall mean all amounts earned by CONTRACTOR for professional services provided pursuant to this Agreement, inclusive of any CARES Act funding, and less reasonable operational expenses. Operational expenses shall be defined as those deemed reasonably necessary for CONTRACTOR to perform duties under this Agreement, including billing and collections fees, coding and chart review, clinical documentation specialist, lockbox and wire fees, credit card charges, and-marketing and

annual cost to maintain Q-Path, the point-of-care ultrasound archiving system used by CONTRACTOR, but excluding amounts paid to CONTRACTOR's d2i Solutions vendor. A reconciliation of the Net Collections will be conducted on or before August 15, 2024, to determine the amounts earned by CONTRACTOR and the amount due to AGENCY, if any. CONTRACTOR shall pay AGENCY within thirty (30) days of the reconciliation.

4. CONTRACTOR shall be paid three hundred fifty thousand dollars (\$350,000) per fiscal year in anticipation of CONTRACTOR's achievement of the incentive metrics outlined in Attachment III. CONTRACTOR shall invoice AGENCY for this advance payment in July of each year. An annual reconciliation will be conducted on or before August 15 of each year comparing the incentive amounts actually earned by CONTRACTOR with the amounts paid by AGENCY. CONTRACTOR shall repay AGENCY within thirty (30) days of the reconciliation the amount, if any, by which AGENCY has overpaid CONTRACTOR for the incentive metrics. In the instances that the metrics data may be unavailable due to unforeseen circumstances or any circumstances that are out of the control of CONTRACTOR, CONTRACTOR may retain the pre-paid amount and reconcile it at such time when the data becomes available. Such adjustments shall be mutually agreed upon by CONTRACTOR and HOSPITAL Medical Director and/or HOSPITAL Chief Executive Officer.
5. All payments by AGENCY shall be to an account entitled "Seaside Emergency Associates," Tax ID # 37-1759104. CONTRACTOR shall be responsible for establishing and administering said account, and neither CONTRACTOR nor any Participating Physicians shall have any claim against AGENCY so long as AGENCY has made all necessary payments to said account. Nothing within this Agreement shall be construed to create a partnership or other profit-sharing arrangement among the CONTRACTOR, AGENCY, or any Participating Physician.
6. 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.
7. At the request of AGENCY, CONTRACTOR shall cooperate in the review and reconciliation of services provided under this Agreement. CONTRACTOR agrees to work with AGENCY in any audit of services provided under this Agreement. Requested information may include documentation that supports time spent in clinical care, teaching and administrative duties. This audit may include a reconciliation of actual services provided with services required by this Agreement. In the event of fewer services being provided, CONTRACTOR agrees to repay any overpayment made by AGENCY.
8. 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 Medical Director or HOSPITAL Associate Chief Officer. AGENCY shall pay no interest on any payment which has been withheld in this manner.

9. AGENCY shall immediately notify CONTRACTOR of the results of any audit where CONTRACTOR has not met the requirements for the respective compensation. CONTRACTOR may, if possible and appropriate, provide additional documentation or information, which shall be received toward fulfilling any of such requirements. Examples of such documentation include, but are not limited to, completion of a discharge summary or other physician notes in the medical record, and documentation of outpatient clinics performed.

When all documentation and actions are considered, if CONTRACTOR is still in default of any one of the requirements, as noted above, then the compensation that was associated with that/those item(s), shall be subtracted, as appropriate, from the payment paid in the subsequent month.

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.
11. The maximum amount to be paid by AGENCY under this Agreement is one million four hundred thousand dollars (\$1,400,000) per fiscal year.

ATTACHMENT III
INCENTIVE METRICS OF CONTRACTOR

1. CONTRACTOR shall be paid in advance three hundred and fifty thousand dollars (\$350,000) annually as identified in Attachment II, paragraph 4 for achieving the following incentive metrics:

a. Left Without Being Seen (LWBS): The maximum amount to be paid annually under this sub-paragraph is seventy thousand dollars (\$70,000).

- i. Numerator: Number of patients leaving the emergency room prior to a medical screening examination.
- ii. Denominator: Number of patients registered to be seen in the emergency room.

LWBS Measurement	Percentage	Payment
Left Without Being Seen	<= 3.2%	\$70,000
Left Without Being Seen	3.3-4.1%	\$63,000
Left Without Being Seen	4.2-5.9%	\$56,000
Left Without Being Seen	>6%	\$49,000
Left Without Being Seen	>8%	\$42,000
Left Without Being Seen	>9%	\$35,000
Left Without Being Seen	>10%	\$0
Fiscal Year Total		\$70,000

b. Computed Tomography (CT) Utilization: Emergency Department Utilization of CT for Minor Blunt Head Trauma for Patients 18 Years and Older (QIP QPP415). Percentage of emergency department visits for patients aged 18 years and older who presented with a minor blunt head trauma who had a head CT for trauma ordered by an emergency care provider who have an indication for a head CT. The maximum amount to be paid annually under this sub-paragraph is seventy thousand dollars (\$70,000).

- i. Population: Patients enrolled in Medi-Cal (Managed Care of Fee for Service) on the date of the denominator event.
- ii. Denominator: All emergency department visits for patients aged 18 years and older who presented with a minor blunt head trauma who had a head CT for trauma ordered by an emergency care provider.
- iii. Numerator: Emergency department visits for patients who had an indication for a head CT
- iv. Target: 86.43%

CT for Minor Head Trauma	Percentage	Payment
Compliance	>= 86.43%	\$70,000
Compliance	< 86.43%	\$0
Fiscal Year Total		\$70,000

- c. Appropriate Treatment for Upper Respiratory Infection (URI) (QIP URI): The percentage of episodes for individuals 3 months of age and older with a diagnosis of upper respiratory infection (URI) that did not result in an antibiotic dispensing event. The maximum amount to be paid annually under this sub-paragraph is seventy thousand dollars (\$70,000).
- Population: Medi-Cal Managed Care assigned beneficiaries with continuous assignment 30 days prior to the denominator event through 3 days after the denominator event.
 - Numerator: Dispensed prescription for an antibiotic medication on or 3 days after the Episode Date.
 - Denominator: Patients ≥ 3 months old with an ED visit with a diagnosis of URI during the intake period. The intake period is the six months prior to the start of the measurement period through the first six months of the measurement period.
 - Calculation: The measure is reported as an inverted rate $[1 - (\text{numerator/eligible population})]$. A higher rate indicates appropriate URI treatment (i.e., the proportion of episodes that did not result in an antibiotic dispensing event).
 - Target: 85.6%.

URI for 3 mo. or older	Percentage	Payment
Compliance	$\geq 70.4\%$	\$70,000
Compliance	$< 70.4\%$	\$0
Fiscal Year Total		\$70,000

- d. Patient Satisfaction: The maximum amount to be paid annually under this sub-paragraph is seventy thousand dollars (\$70,000).

Definition: Mean Score of Facility in real time patient satisfaction survey.

Patient Satisfaction	NRC Facility Mean Score	Payment
Total Overall Score	$> 100\%$ of NRC Mean	\$70,000
Total Overall Score	$> 85\%$ of NRC Mean	\$56,000
Total Overall Score	$> 75\%$ of NRC Mean	\$42,000
Total Overall Score	$< 75\%$ of NRC Mean	\$0
Fiscal Year Total		\$70,000

- e. Appropriate Treatment for Bronchitis (QIP URI): The percentage of episodes for individuals 3 months of age and older with a diagnosis of bronchitis that did not result in an antibiotic dispensing event. The maximum amount to be paid annually under this sub-paragraph is seventy thousand dollars (\$70,000).

- vi. Population: Medi-Cal Managed Care assigned beneficiaries with continuous assignment 30 days prior to the denominator event through 3 days after the denominator event.
- vii. Numerator: Dispensed prescription for an antibiotic medication on or 3 days after the Episode Date.
- viii. Denominator: Patients ≥ 3 months old with an ED visit with a diagnosis of bronchitis during the intake period. The intake period is the six months prior to the start of the measurement period through the first six months of the measurement period.
- ix. Calculation: The measure is reported as an inverted rate $[1 - (\text{numerator} / \text{eligible population})]$. A higher rate indicates appropriate bronchitis treatment (i.e. the proportion of episodes that did not result in an antibiotic dispensing event).
- x. Target: 85.6%.

Bronchitis for 3 months or older	Percentage	Payment
Compliance	$\geq 85.6\%$	\$70,000
Compliance	$< 85.6\%$	\$0
Fiscal Year Total		\$70,000