

**SECOND AMENDMENT TO AGREEMENT FOR
PEDIATRIC OPHTHALMOLOGY SERVICES**

This Second Amendment to the “Agreement for Pediatric Ophthalmology Services” 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 Children’s Hospital Los Angeles Medical Group, Inc. (“CHLAMG”), a duly formed California Professional Corporation (“CONTRACTOR”) consisting of physicians licensed to practice medicine in the State of California.

Agreement

The parties hereby agree that the referenced Agreement is amended effective March 1, 2025, as follows:

- A. This Agreement, subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, shall continue in effect through June 30, 2026. Then, unless either party provides written notice of its intent not to renew at least ninety (90) days prior to the renewal date, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, this Agreement shall be extended for up to two (2) additional periods of one (1) year each.
- 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 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 execute this Second Amendment on the dates written below:

CONTRACTOR:

Dated: _____

By: _____

Signed by:



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Kitty Wan
Chief Financial Officer
Children's Hospital Los Angeles Medical Group

AGENCY:

Dated: 3/31/2025

By: _____

Signed by:



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PURCHASING AGENT OR DESIGNEE

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 Executive Officers and HOSPITAL and AMBULATORY CARE Chief Medical Officers.

1. CONTRACTOR shall be designated as Attending Physicians, Pediatric Ophthalmology Services.
2. CONTRACTOR shall provide outpatient pediatric ophthalmology clinic services at HOSPITAL’s clinic site(s) and review diabetic retinopathy screening via telemedicine. CONTRACTOR shall provide two (2) clinic days per month, forty-eight (48) weeks per fiscal year. A clinic day shall be defined as a minimum of eight (8) hours of clinical patient care per day. Scheduling of clinics shall be mutually agreed by CONTRACTOR and the AMBULATORY CARE Chief Executive Officer and Chief Medical Officer. The number of required clinic half-days per month may be increased or decreased by mutual consent to achieve optimal provision of all clinical services described herein, provided that the number of clinics do not exceed twenty four (24) in any fiscal year.
3. CONTRACTOR shall deliver virtual consultations for infants with suspected non-accidental trauma and perform reviews of Retcam images, as requested by HOSPITAL
4. CONTRACTOR shall provide inpatient retinopathy of prematurity (ROP) coverage at HOSPITAL’s NICU site, forty-eight (48) weeks per fiscal year.
5. CONTRACTOR shall represent HOSPITAL within the medical community as Attending Physicians, Pediatric Ophthalmology Services.
6. 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 its Core Measures and Patient Safety Goals.
7. CONTRACTOR shall assure appropriate membership on the Medical Staff of HOSPITAL, and coordinate with AGENCY staff to ensure credentialing with third parties is up to date.
8. CONTRACTOR’s time will be allocated in approximately the following manner:

Hospital Services	0 %
Patient Services	100 %
Research	0 %
Teaching	0 %

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 AGENCY Director.

9. CONTRACTOR agrees to treat patients without regard to the patient's 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 and its Participating Physicians and CONTRACTOR may not substitute service by another physician or physicians without written approval of AGENCY.

ATTACHMENT II

COMPENSATION OF CONTRACTOR

CONTRACTOR shall be paid according to the following:

1. **Clinic Coverage Fee:** CONTRACTOR shall be paid five thousand dollars (\$5,000) per month for the responsibilities described in Attachment I, paragraph 2, and 4. If fewer services are provided than described in Attachment I, the Clinic Coverage Fee amount shall be prorated at the rate of two thousand five hundred dollars (\$2,500) per eight (8) hour day per month. CONTRACTOR shall attach physician's productivity reports on forms provided by AGENCY to the monthly invoice. Productivity reports may include number of patients, number of clinics, calendar of clinics, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the AMBULATORY CARE Chief Medical Officer or AMBULATORY CARE Chief Executive Officer on a monthly basis. The maximum amount to be paid under this paragraph is sixty thousand dollars (\$60,000) per fiscal year.
2. **Remote Consults:** CONTRACTOR shall be paid one hundred twenty-five dollars (\$125) per month for the services described in Attachment 1, paragraph 3. 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 AMBULATORY CARE Chief Medical Officer or AMBULATORY CARE Chief Executive Officer on a monthly basis. The maximum amount to be paid under this paragraph for the period of July 1, 2024, through June 30, 2025, is five hundred dollars (\$500) and one thousand five hundred dollars (\$1,500) per any fiscal year thereafter.
3. CONTRACTOR will fulfill CONTRACTOR's responsibilities outlined in Attachment I for forty-eight (48) weeks per fiscal year. CONTRACTOR shall provide a maximum of twenty-four (24) clinics.
4. 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.
5. To receive payments, CONTRACTOR must submit an invoice, within thirty (30) days of provision of service, to AGENCY's Physician Contracting Services. The invoice must set forth the date of service, detailed 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.
6. 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, 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 Officer. AGENCY shall pay no interest on any payment which has been withheld in this manner.

7. AGENCY shall immediately notify CONTRACTOR of the results of any audit where CONTRACTOR has not met the requirements for the compensation. CONTRACTOR may, if possible and appropriate, provide additional documentation or information, which shall be received toward fulfilling any of such requirements.
8. 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.
9. The maximum amount to be paid under this Agreement for the period of July 1, 2024, through June 30, 2025, is sixty thousand five hundred dollars (\$60,500) and sixty-one thousand five hundred dollars (\$61,500) per any fiscal year thereafter.

Certificate Of Completion

Envelope Id: BE385212-5803-4409-B588-7FF282846790		Status: Completed
Subject: Complete with Docusign: Thomas Lee MD K8617, A2, CT3300FY2*000000000412		
Type of document: Contract		
Type of Invoice: OTHER		
Source Envelope:		
Document Pages: 6	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Daniela Pickens
AutoNav: Enabled		800 S. Victoria Avenue
Envelopeld Stamping: Enabled		#L4615
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Ventura, CA 93009
		Daniela.Pickens@ventura.org
		IP Address: 157.145.220.3

Record Tracking

Status: Original	Holder: Daniela Pickens	Location: DocuSign
3/28/2025 5:28:42 PM	Daniela.Pickens@ventura.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO County of Ventura	Location: Docusign

Signer Events

Signer Events	Signature	Timestamp
Peter Berry peter.berry@ventura.org Security Level: Email, Account Authentication (None)	<div>Signed by:  C43FEE4E87E840D...</div> Signature Adoption: Uploaded Signature Image Using IP Address: 157.145.220.3	Sent: 3/28/2025 5:33:28 PM Viewed: 3/31/2025 8:25:18 AM Signed: 3/31/2025 8:26:43 AM

Electronic Record and Signature Disclosure:
Accepted: 3/31/2025 8:25:18 AM
ID: ab9335c8-0bf5-43b3-a99b-c66796949f05

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cecilia Castanon Cecilia.Castanon@ventura.org Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 3/31/2025 8:26:44 AM
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Electronic Record and Signature Disclosure:
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Candance Mcdonald candace.mcdonald@ventura.org Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 3/31/2025 8:26:44 AM Viewed: 3/31/2025 8:27:05 AM
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Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
VCMC Accounts Payable VCMC.AccountsPayable@ventura.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/31/2025 8:26:44 AM Viewed: 3/31/2025 8:27:22 AM
Bethany Basal Bethany.Basal@ventura.org Administrative Aide County of Ventura HCA Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/31/2025 8:26:45 AM
Linda Ohanessian lohanessian@chla.usc.edu Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/31/2025 8:26:45 AM
Anahit Khachatryan anakhachatryan@chla.usc.edu Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/31/2025 8:26:46 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/28/2025 5:33:28 PM
Envelope Updated	Security Checked	3/28/2025 5:38:59 PM
Envelope Updated	Security Checked	3/28/2025 5:38:59 PM
Certified Delivered	Security Checked	3/31/2025 8:25:18 AM
Signing Complete	Security Checked	3/31/2025 8:26:43 AM
Completed	Security Checked	3/31/2025 8:26:46 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of Ventura (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO County of Ventura:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Catherine.Bek@ventura.org

To advise Carahsoft OBO County of Ventura of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Catherine.Bek@ventura.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO County of Ventura

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Catherine.Bek@ventura.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO County of Ventura

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to Catherine.Bek@ventura.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO County of Ventura as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO County of Ventura during the course of your relationship with Carahsoft OBO County of Ventura.