

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

This Third 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 May 1, 2025, as follows:

- A. Attachment I, Responsibilities of Contractor, shall be replaced in its entirety with the attached Attachment I.
- 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 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:

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

By: \_\_\_\_\_

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

AGENCY:

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

By: \_\_\_\_\_

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.
3. CONTRACTOR may provide one (1) additional outpatient pediatric ophthalmology full day clinic service per month at HOSPITAL's clinic site(s). 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
4. CONTRACTOR shall deliver virtual consultations for infants with suspected non-accidental trauma and perform reviews of Retcam images, as requested by HOSPITAL
5. CONTRACTOR shall provide inpatient retinopathy of prematurity (ROP) coverage at HOSPITAL's NICU site, forty-eight (48) weeks per fiscal year.
6. CONTRACTOR shall represent HOSPITAL within the medical community as Attending Physicians, Pediatric Ophthalmology Services.
7. 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.
8. 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.

9. CONTRACTOR's time will be allocated in approximately the following manner:

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

10. 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 5. 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. Additional Clinic Coverage: CONTRACTOR shall be paid two thousand dollars (\$2,000) per month for the responsibilities described in Attachment I, paragraph 3. If fewer services are provided than described in Attachment I, the Additional Clinic Coverage Fee amount shall be prorated accordingly. 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 for the period of May 1, 2025, through June 30, 2025, is four thousand dollars (\$4,000) and twenty-four thousand dollars (\$24,000) per fiscal year thereafter.
3. Remote Consults: CONTRACTOR shall be paid one hundred twenty-five dollars (\$125) per month for the services described in Attachment 1, paragraph 4. 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 fiscal year thereafter.
4. 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 (36) clinics.
5. 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.

6. 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.
7. 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.
8. 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.
9. 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.
10. The maximum amount to be paid under this Agreement for the period of July 1, 2024, through June 30, 2025, is sixty-four thousand five hundred dollars (\$64,500) and eighty-five thousand five hundred dollars (\$85,500) per any fiscal year thereafter.