

**SECOND AMENDMENT TO THE AGREEMENT FOR
MEDICAL DIRECTOR, ATTENDING PHYSICIANS, INPATIENT PEDIATRIC
HOSPITALIST SERVICES**

This Second Amendment to the “Agreement for Medical Director, Attending Physicians, Inpatient Pediatric Hospitalist 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 Andrei Bobrow, M.D., Inc., DBA Channel Islands Inpatient Pediatrics, a duly licensed physician or duly formed California Professional Corporation (“CONTRACTOR”).

Agreement

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

- A. The Agreement is renamed as “Agreement for Medical Director and Attending Physicians, Inpatient Pediatric Hospitalist Services.”
- B. This Agreement, subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, shall remain in effect through September 30, 2024. 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, this Agreement shall then be extended for up to two (2) additional periods of one (1) year each.
- C. Exhibit A, shall be replaced in its entirety with the attached Exhibit A.
- D. Attachment I, Responsibility of CONTRACTOR shall be replaced in its entirety with the attached Attachment I.
- E. 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 execute this Second Amendment on the dates written below:

CONTRACTOR: Andrei Bobrow, M.D., Inc., DBA Channel Islands Inpatient Pediatrics

Dated: _____

By: _____
Andrei Bobrow, M.D., President

TAX ID# _____

CONTRACTOR'S ADDRESS:

AGENCY:

Dated: _____

By: _____
HCA DIRECTOR OR DESIGNEE

EXHIBIT A
PARTICIPATING PHYSICIANS
As of 10.01.2023

Zadok Sacks, M.D.
Samuel Phang, M.D.
Reis Harney, M.D.
Todd Flosi, M.D.
Jesse Wyatt, M.D., per diem
Elisabeth Malin, M.D.
Arya Payan, D.O.

ATTACHMENT I
RESPONSIBILITY OF CONTRACTOR

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

- A. Andrei Bobrow, M.D., shall be designated as Medical Director, Inpatient Pediatric Hospitalist Services. AGENCY reserves the right to remove and appoint the Medical Director, Inpatient Pediatric Hospitalist Services at its discretion.
- B. The Medical Director, Inpatient Pediatric Hospitalist Services shall have the following responsibilities:
 - 1. Strategic Vision: CONTRACTOR shall establish the clinical vision and clinical strategic goals, both on a short and long term basis, of the inpatient pediatric hospitalist services in line with the overall vision of AGENCY.
 - 2. Quality and Safety:
 - a. CONTRACTOR shall work with the HOSPITAL Chief Executive Officer and Chief Medical Director on measuring, assessing and improving quality and patient safety in collaboration with the Quality Department. Examples would include helping to identify and carry out performance improvement, encourage best practices, support bundled care initiatives and development of clinical practice guidelines.
 - b. CONTRACTOR shall coordinate with other HOSPITAL departments regarding initiatives that are interdepartmental (SSI collaborative, throughput initiative).
 - 3. Resource Allocation and Oversight: CONTRACTOR shall work with the HOSPITAL Chief Executive Officer and Chief Medical Director on resource allocation including staffing, space, capital equipment investment, supplies, medications and other resources to meet patient needs.
 - 4. CONTRACTOR shall respond to resource shortages to ensure safe and effective care for all patients.
 - 5. Clinical Services: CONTRACTOR shall participate in the management and professional supervision of inpatient pediatric hospitalist services at HOSPITAL's sites. CONTRACTOR shall provide 366/365 days a year, 7 days a week, 24 hours a day, primary and consultative physician services to pediatric patients cared for within HOSPITAL. This care shall include, but not be limited to, the following:
 - a. Providing ten (10) hours a day, three hundred sixty-six (366) days in a leap year and three hundred sixty-five (365) days per contract year, inpatient daytime coverage from 7:00 AM to 5:00 PM in HOSPITAL and fourteen (14) hours a day, three hundred sixty-six (366) days in a leap year and three hundred sixty-five (365) days per contract year, nighttime call coverage under this Agreement.

- b. Providing consultations for pediatric patients in HOSPITAL and in HOSPITAL's emergency room.
 - c. Providing daytime coverage of said service(s), including the provision of patient care, administrative duties, and teaching and oversight of family practice residents and any others assigned to the service(s). It is agreed that CONTRACTOR will, with other attending physicians, provide night call, holiday call, and weekend call at a pre-arranged schedule.
 - d. Cooperating with all other HOSPITAL attending physicians in providing and documenting patient care, such that, whenever possible, and on a daily basis, an attending physician note will be placed in the record of all patients assigned to the pediatric service. Adherence to this documentation standard shall be a required element of compensation of CONTRACTOR, as described in Attachment II.
 - e. Developing a method of covering the pediatric service on nights, weekends and holidays, such that all new admissions and all patients with conditions that would warrant the attention of the attending physician hospitalist, including discharges for that day that require such attention, shall be seen, and the visit documented in the medical record, consistent with good medical practice, including the responsibility to oversee the actions of resident physician(s).
 - f. Cooperating in cost containment programs relative to controllable physician or other professional costs.
 - g. Cooperating in the peer review of pediatric services on a regular basis.
 - h. Participating with the Director of Medical Education in the ongoing planning and organization of the Family Medicine Residency Program, including supervision and teaching of resident physician staff and other physicians in training, and the maintenance of an ongoing curriculum in pediatrics for said physicians, in preparation for their practice as family physicians.
- C. Community Memorial Hospital (CMH) Emergency Department Call Services: Effective October 1, 2023, through September 30, 2024, and any contract year thereafter, CONTRACTOR shall provide twenty-four (24) hour emergency department call coverage at CMH for three hundred sixty-six (366) days in a leap year and three hundred sixty-five (365) days per contract year, as requested by HOSPITAL Chief Executive Officer and Chief Medical Director.
- D. 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. Such work or other research projects shall have the prior approval of the Chief Executive Officer and Chief Medical Director of HOSPITAL.

- E. 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.
- F. CONTRACTOR's time will be allocated in approximately the following manner:

| | Medical Director | Participating Physicians |
|-------------------------|------------------|--------------------------|
| Administrative Services | 10% | 0% |
| Patient Services | 80% | 90% |
| Research | 0% | 0% |
| Teaching | 10% | 10% |
| Total | 100% | 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 Medical Director.

- G. CONTRACTOR agrees to treat patients without regard to 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, as physician, and CONTRACTOR may not substitute service by another physician or physicians without written approval of the Chief Medical Director of HOSPITAL.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

CONTRACTOR shall be paid according to the following:

1. Base Compensation - CONTRACTOR shall be paid the sum of forty-eight thousand seven hundred fifty dollars (\$48,750) per month (“Base Fee”) for those services pertaining to the assigned duties described in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of patients, calendar of hours, 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. Provision of fewer services than described may result in a prorating of the contracted rate. The maximum compensation to be paid under this paragraph for the period of July 1, 2023, through September 30, 2024, is seven hundred thirty-one thousand two hundred fifty dollars (\$731,250) and five hundred eighty-five thousand dollars (\$585,000) per contract year thereafter.
2. Medical Director, Inpatient Pediatric Hospitalist Services: CONTRACTOR shall be paid the sum of one thousand dollars (\$1,000) per month compensation for services performed as Medical Director, Inpatient Pediatric Hospitalist Services. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, chart reviews, education and training, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL 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 compensation to be paid under this paragraph for the period of July 1, 2023, through September 30, 2024, is fifteen thousand dollars (\$15,000) and twelve thousand dollars (\$12,000) per contract year thereafter.
3. Communication with Primary Care Physicians: CONTRACTOR will provide AGENCY with monthly reports demonstrating achievement of timely communication with the patient’s primary care provider in order to receive additional annual incentive compensation of up to twenty thousand dollars (\$20,000) per contract year based on the table below. This can be a one-on-one communication between healthcare providers or communication via secure email, voicemail or fax if this is the preferred means of communication of the primary care physician. Documentation must be submitted to AGENCY each month in a manner mutually agreed upon between CONTRACTOR and AGENCY. This element is based on the performance of all clinicians providing service through this Agreement.

Goal: Documentation of communication with primary care physicians is submitted for 95% of patients within four (4) days of the date of service.

| Threshold % | Payment % | Payable Amount |
|-------------|-----------|----------------|
| ≥95% | 100% | \$20,000 |
| ≥90% | 95% | \$19,000 |
| ≥85% | 90% | \$18,000 |

| | | |
|------|-----|----------|
| ≥80% | 85% | \$17,000 |
| ≥75% | 80% | \$16,000 |
| ≥70% | 75% | \$15,000 |
| ≥65% | 70% | \$14,000 |
| ≥60% | 65% | \$13,000 |
| <60% | 0% | \$0 |

The maximum to be paid under this paragraph for the period of July 1, 2023, through September 30, 2024, is twenty-five thousand dollars (\$25,000) and twenty thousand dollars (\$20,000) per contract year thereafter.

4. Community Memorial Hospital (CMH) Emergency Department Call Services: CONTRACTOR shall be paid at the rate of seven hundred fifty dollars (\$750) per day, for twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-six (366) days in a leap year and three hundred sixty-five (365) days per contract year on-call services at CMH Emergency Department. 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 for the period of October 1, 2023, through September 30, 2024, is two hundred seventy-four thousand five hundred dollars (\$274,500) and two hundred seventy-three thousand seven hundred fifty dollars (\$273,750) per contract year thereafter.
5. CONTRACTOR will provide physician coverage 366/365 days a year, 7 days a week, 24 hours a day to the tasks outlined in Attachment I. Provision of fewer services than as stated will result in a proportionate pro-rata reduction in both the Base Fee and all other fee(s).
6. AGENCY shall immediately notify CONTRACTOR of the results of any audit where CONTRACTOR has not met the requirements for either the Base Fee or any other fee(s). 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.
7. When all documentation and actions are considered, if CONTRACTOR is still in default of any one of the requirements, as noted above, then the Base Fee or any other fee(s) that were associated with that/those item(s) shall be subtracted, as appropriate, from the total fees (Base Fee plus any other fee(s)) that are to be paid in the subsequent month.
8. 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.

9. 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 Administrator or Medical Director of HOSPITAL. AGENCY shall pay no interest on any payment which has been withheld in this manner.
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 ("Maximum Fee") paid under this Agreement for the period of July 1, 2023, through September 30, 2024, is one million forty-five thousand seven hundred fifty dollars (\$1,045,750) and eight hundred ninety thousand seven hundred fifty dollars (\$890,750) per contract year thereafter.