

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

This Second Amendment to the “Agreement for Pediatric Gastroenterology 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 November 1, 2023, as follows:

- A. The Agreement, subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, shall continue in effect through October 31, 2024. 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 one (1) additional period of one (1) year.
- B. Exhibit A, Participating Physicians, shall be replaced in its entirety with the attached Exhibit A.
- C. Attachment I shall be replaced in its entirety with the attached Attachment I.
- D. Attachment II 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.

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

CONTRACTOR:

Dated: _____

By: _____

Larry J. Harrison MPH, MBA
Chief Executive Officer
Children’s Hospital Los Angeles Medical Group

AGENCY:

Dated: _____

By: _____

PURCHASING AGENT OR DESIGNEE

EXHIBIT A
PARTICIPATING PHYSICIANS

Minesh Patel, M.D.

Mazan Abbas, M.D.

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. Effective November 1, 2023, through December 31, 2023, CONTRACTOR shall provide zero point six (0.6) FTE Pediatric Gastroenterology Physician Services.
2. Effective January 1, 2024, and any contract year thereafter, CONTRACTOR shall provide zero point eighty (0.80) FTE Pediatric Gastroenterology Physician Services.
3. CONTRACTOR shall provide outpatient pediatric gastroenterology clinic services, including gastroenterology endoscopy services, at HOSPITAL's clinic site(s). CONTRACTOR shall provide a minimum of three hundred seventy-two (372) half-day clinics per contract year. Clinic half-days shall be defined as a minimum of four (4) hours of clinical patient care beginning at 8:00 am to 12 pm or 1:00 pm to 5 pm. Scheduling of clinics shall be mutually agreed by CONTRACTOR and the AMBULATORY CARE Chief Executive Officer and the AMBULATORY CARE 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.
4. 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.
5. 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.
6. 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.

7. 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 Physician(s) and CONTRACTOR may not substitute service by another physician or physicians without written approval of the Chief Medical Officer of HOSPITAL.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

CONTRACTOR shall be paid according to the following:

1. Clinic Coverage: CONTRACTOR shall be paid [REDACTED] per half-day clinic or half-day endoscopy services, as described in Attachment I, paragraph 3. 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.
2. 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.
3. 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.
4. 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 Medical Director. AGENCY shall pay no interest on any payment which has been withheld in this manner.
5. 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.
6. 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.