

**AGREEMENT FOR**  
**PEDIATRIC OPHTHALMOLOGY SERVICES**

This 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., a duly formed California Professional Corporation (“CONTRACTOR”) consisting of physicians licensed to practice medicine in the State of California.

This Agreement shall be effective July 1, 2021, and, subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, shall be for an initial period of twelve (12) months, that is, until June 30, 2022. 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 then be extended for up to two (2) additional periods of one (1) year each.

**FIRST**  
**SERVICES TO BE RENDERED**

AGENCY, as owner and operator of a general hospital known as Ventura County Medical Center operating with campuses in the cities of Ventura and Santa Paula, hereinafter referred to as HOSPITAL, and its clinic system, hereinafter referred to as AMBULATORY CARE, hereby contracts for the professional services of CONTRACTOR. CONTRACTOR shall be designated as Attending Physicians, Pediatric Ophthalmology Services, and shall provide professional medical services under the direction of the HOSPITAL and AMBULATORY CARE Chief Executive Officers and HOSPITAL and AMBULATORY CARE Medical Directors. CONTRACTOR shall perform said work and functions at all times in strict accordance with currently approved methods and practices of CONTRACTOR’s professional specialty.

CONTRACTOR may contract with or employ other physicians who shall assist CONTRACTOR, and who shall be bound by the terms of this Agreement by way of a subcontract or employment agreement between them and CONTRACTOR. Those who contract, subcontract or who shall so be employed shall hereinafter be referred to as “Participating Physicians,” listed in Exhibit “A” to this Agreement, and are subject to prior approval by AGENCY. CONTRACTOR shall provide AGENCY with written notice of changes in the “Participating Physicians.”

CONTRACTOR shall have responsibilities as detailed in Attachment I, attached hereto.

**SECOND**  
**COMPENSATION OF CONTRACTOR**

AGENCY shall compensate CONTRACTOR for services rendered under this Agreement as detailed in Attachment II, attached hereto. Upon termination of this Agreement, CONTRACTOR shall be entitled to compensation earned prior to the date of termination as provided in this Agreement computed pro rata up to and including that date, and CONTRACTOR shall be entitled to no further compensation as of the date of termination. AGENCY shall have no obligation to pay claims of CONTRACTOR that are not received within thirty (30) days from the date of termination of the Agreement.

### **THIRD PROPERTY RIGHTS OF THE PARTIES**

All inventions, designs, improvements and discoveries made solely and exclusively by CONTRACTOR while providing services under this Agreement which may be patented or copyrighted shall be conclusively presumed by the parties to this Agreement to be the property of AGENCY and CONTRACTOR equally.

### **FOURTH OBLIGATION OF AGENCY**

For services rendered under this Agreement, AGENCY agrees:

1. Insurance - to provide professional liability (malpractice) coverage which will cover CONTRACTOR and AGENCY while said physician is practicing under the supervision of the Medical Director of HOSPITAL and/or AMBULATORY CARE, irrespective of the time at which such claim(s) may be filed or settled, and irrespective of the status of CONTRACTOR and AGENCY at said time.
2. Space - to provide necessary space for the performance of CONTRACTOR's professional duties under this Agreement.
3. Supplies - to provide reasonable and necessary supplies for the proper operation and conduct of services, and supply ordinary janitorial and in-house messenger service, and such utilities as may be required for the proper operation and conduct of CONTRACTOR's services.
4. Support Services - to provide necessary support personnel required for the proper operation of medical services. AGENCY shall provide for accreditation surveys and quality control and survey programs.
5. Billing for Services Rendered - to bill and collect for all medical services rendered by CONTRACTOR pursuant to the terms of this Agreement. CONTRACTOR shall not bill for such services.

The responsibilities of AGENCY under this Article 4 shall be subject to its discretion and usual purchasing practice, budget limitations and applicable laws and regulations.

### **FIFTH OBLIGATIONS OF CONTRACTOR**

CONTRACTOR agrees to, at all times during the term of this Agreement:

1. Insurance Requirements - at his sole cost and expense, obtain and maintain in full force the following types of insurance:
  - a. General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage,

products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.

- b. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR, and Employer's Liability in the minimum amount of \$1,000,000.

All insurance required will be primary coverage as respects AGENCY and any insurance or self-insurance maintained by AGENCY will be excess of CONTRACTOR's insurance coverage and will not contribute to it. AGENCY is to be notified immediately if any aggregate insurance limit is exceeded. AGENCY is to be named as additional insured as respects work done by CONTRACTOR under this Agreement. Policies will not be canceled, non-renewed or reduced in scope of coverage unless the COUNTY Risk Management Division has received sixty (60) days prior written notice. CONTRACTOR agrees to provide AGENCY with the following insurance documents on the effective date of this Agreement: (1) certificate of insurance for all required coverage; (2) additional insured endorsements; and (3) waiver of subrogation (a.k.a. waiver of transfer rights of recovery against others, waiver of right to recover from others) as it pertains to Workers' Compensation. Failure to provide these documents will be grounds for immediate termination or suspension of this Agreement.

2. License and Staff Membership - keep in full force and effect the unrestricted license of CONTRACTOR as a California physician with membership in good standing and unrestricted privileges on the Medical Staff of HOSPITAL.
3. Conduct on Premises - CONTRACTOR shall at all times abide by the HOSPITAL's professional Code of Conduct and comply with Medical Staff bylaws, rules, and regulations and applicable department specific rules and regulations.
4. Conduct in Community - CONTRACTOR's conduct shall, at all times, be with due regard to public conventions and morals. CONTRACTOR further agrees not to do or commit any acts that will reasonably tend to degrade CONTRACTOR or bring CONTRACTOR into public hatred, contempt or ridicule, or that will reasonably tend to shock or offend the community, or to prejudice AGENCY or the medical profession in general.
5. Return of Equipment and Supplies - On the termination of this Agreement or whenever requested by AGENCY, CONTRACTOR shall immediately deliver to AGENCY the equipment and supplies in CONTRACTOR's possession or under CONTRACTOR's control belonging to AGENCY in good condition, ordinary wear and tear and damages by any cause beyond the reasonable control of CONTRACTOR excepted.
6. Access to Records - Until the expiration of four (4) years after the furnishing of the services provided under this Agreement, CONTRACTOR will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, including the State of California, this Agreement and all books, documents, and records necessary to certify the nature and extent of the cost of these services. If CONTRACTOR carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an

access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

7. Restrictions on Use or Disclosure of Protected Health Information - CONTRACTOR will not use or disclose protected health information other than as permitted or required by the Agreement or as required by law. For the purposes of this Section, "protected health information" means information transmitted or maintained in any medium that (1) relates to the past, present or future physical or mental health condition of an individual, the provision of health care to an individual, or the past, present or future payment for health care, and (2) either identifies the individual or reasonably could identify the individual.
  - a. Permitted Uses and Disclosures - CONTRACTOR may use or disclose protected health information only as follows: (1) for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR and (2) to provide data aggregation services to AGENCY. CONTRACTOR will document any disclosures of protected health information not permitted by law.
  - b. Safeguarding Protected Health Information - CONTRACTOR will use appropriate safeguards to prevent use or disclosure of protected health information, including electronic protected health information, other than as provided for by this Agreement, including ensuring that any agent, including a subcontractor, to whom he provides protected health information received from, or created or received by, CONTRACTOR on behalf of AGENCY agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. Such safeguards shall include compliance with the requirements of the HIPAA Security Rule (45 C.F.R. part 160 and part 164, subparts A and C), including the administrative, physical, and technical safeguards and documentation requirements set forth in 45 C.F.R. 164.308, 164.310, 164.312, and 164.316. CONTRACTOR shall, within two (2) calendar days of the discovery of such disclosure, report to AGENCY any use or disclosure of protected health information not provided for by this Agreement of which CONTRACTOR becomes aware, including any breach of unsecured protected health information, as required by 45 C.F.R. 164.410, and any Security Incident (as defined in 45 C.F.R. 164.304) of which CONTRACTOR becomes aware, and will, to the extent practicable, mitigate any harmful effect that is known to CONTRACTOR of a use or disclosure of protected health information in breach of the requirements of this Agreement. Notification to AGENCY will include the identity of each individual whose protected health information or unsecured protected health information was, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used or disclosed during the breach. At the termination of this Agreement, CONTRACTOR will return or destroy all protected health information created or received by CONTRACTOR on behalf of AGENCY and retain no copies of such information. If it is not feasible to return or destroy the protected health information, CONTRACTOR shall provide AGENCY notification of the conditions that make return or destruction infeasible and CONTRACTOR shall extend the protections set forth in Article 5, Section 7 of this Agreement to such protected health information and limit the use and disclosure of the protected health information to those purposes that make return or destruction infeasible. To the extent it later becomes feasible to return or destroy such protected health information, CONTRACTOR shall do so.

- c. Persons or Entities Allowed Access to Records - Except as otherwise prohibited by law, CONTRACTOR will allow an individual who is the subject of the protected health information to inspect and obtain a copy of protected health information and to receive an accounting of any disclosures of protected health information by CONTRACTOR occurring six (6) years prior to the date on which the accounting is requested. CONTRACTOR will make protected health information available to AGENCY for inspection, amendment and copying. CONTRACTOR will make his internal practices, books and records relating to the use and disclosure of protected health information available to AGENCY or the Secretary, U.S. Department of Health and Human Services, as applicable, for purposes of determining CONTRACTOR's or AGENCY's compliance with 45 CFR Part 164.
  - d. No Remuneration - Unless otherwise permitted by law, CONTRACTOR shall not directly or indirectly receive remuneration in exchange for any protected health information concerning an individual unless CONTRACTOR obtains from the individual a valid authorization that includes a specification of whether the protected health information can be further exchanged for remuneration by CONTRACTOR.
  - e. CONTRACTOR agrees that to the extent CONTRACTOR is to carry out one or more of AGENCY's obligations under Subpart E of 45 CFR Part 164, CONTRACTOR will comply with the requirements of Subpart E that apply to AGENCY in the performance of such obligations.
8. Department Performance –HOSPITAL retains professional and administrative responsibility for the services rendered. CONTRACTOR shall apprise the HOSPITAL Chief Executive Officer of recommendations for improvement, plans for implementation of such recommendations and continuing assessment of department performance through dated and signed reports which shall be retained by the administration for follow up action and evaluation of performance.
9. Cooperation with Compliance Efforts of Hospital - CONTRACTOR agrees to cooperate with HOSPITAL as may be required for HOSPITAL to meet all requirements imposed on it by law or by the rules, regulations and standards of applicable federal, state or local agencies, the standards of the Joint Commission, any other agency that accredits HOSPITAL, and all public and private third party payers, including, without limitation, Medicare and Medi-Cal. CONTRACTOR has received HOSPITAL's Code of Conduct, agrees to abide by it, and will execute a certification to that effect. CONTRACTOR shall cooperate with all compliance-related activities of HOSPITAL which include, without limitation, attending the appropriate compliance training session(s) and providing certification of attendance. Failure to adhere to this provision shall be considered a material breach and/or default under this Agreement.
10. Representations and Warranties - CONTRACTOR represents and warrants that CONTRACTOR is not, and during the term of this Agreement shall not be: (a) suspended or excluded from participation in any federal or state health care program, (including, without limitation, Medicare, Medi-Cal, or CHAMPUS/Tricare), or (b) convicted of any criminal offense related to the delivery of any good or service paid for by a federal or state health care program or to the neglect or abuse of patients, or (c) suspended, excluded or sanctioned under any other federal program, including the Department of Defense and the Department of Veterans Affairs.

CONTRACTOR shall notify HOSPITAL immediately if any event occurs which would make the foregoing representations untrue in whole or part. Notwithstanding any other provision of this Agreement, HOSPITAL shall have the right to immediately terminate this Agreement for any breach of any of the foregoing representations and warranties.

## **SIXTH TERMINATION**

1. This Agreement shall terminate immediately upon the occurrence of any of the following:
  - a. The failure to cure within thirty (30) days of written notice a breach of duty by CONTRACTOR in the course of providing services under this Agreement.
  - b. The failure to cure within thirty (30) days of written notice any neglect by CONTRACTOR of duties under this Agreement.
  - c. The failure to cure within thirty (30) days of written notice a breach of the obligations of AGENCY to CONTRACTOR under this Agreement.
  - d. The termination or full suspension of CONTRACTOR's membership and privileges on the Medical Staff of HOSPITAL.
  - e. By mutual consent of AGENCY and CONTRACTOR.
  - f. After the initial period under this Agreement, upon ninety (90) days' written notice from either party to the other, with or without cause.
  - g. Upon mutual Agreement by AGENCY and CONTRACTOR that a change in laws or standards has arisen which prohibits or restricts the terms of this Agreement.
  - h. Upon AGENCY's determination of a material breach of Article 5, Section 7 of this Agreement by CONTRACTOR.
2. Upon the termination of the Agreement for any reason, CONTRACTOR will be responsible for arranging for the smooth transition of duties to appropriate independent contractors and/or employees of HOSPITAL, assuring that patient care retains the highest standards of medical practice and ethics during the transition.
3. Upon termination of this Agreement, CONTRACTOR immediately shall deliver to HOSPITAL sole custody and exclusive use of its premises, equipment and supplies.
4. Termination of this Agreement shall not result in loss of Medical Staff privileges and membership of CONTRACTOR.

## **SEVENTH GENERAL PROVISIONS**

1. No Waiver - Failure by either party to insist upon strict performance of each and every term

and condition and covenant of this Agreement shall not be deemed a waiver of or a relinquishment of their respective rights to enforce any term, condition or covenant.

2. Containment of Entire Agreement Herein - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to CONTRACTOR providing the subject services to AGENCY and contains all the covenants and agreements between the parties with respect to such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, other than as set forth herein, have been made by any party or anyone acting on behalf of any party to be charged.
3. Notices - Notices to be given by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, with return receipt requested. Mailed notices to AGENCY shall be addressed and delivered to the HOSPITAL Chief Executive Officer, Ventura County Medical Center, 300 Hillmont Avenue, Ventura, CA 93003; mailed notices to CONTRACTOR shall be addressed and delivered to the address listed in this Agreement. Each party may change that party's address by written notice in accordance with this Section. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing.
4. Partial Invalidity - If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
5. Law Governing Agreement - This Agreement shall be governed by and construed in accordance with the laws of the State of California.
6. Compliance with Laws and Regulations - All parties to this Agreement shall comply with all applicable laws and regulations. Specifically, but without limiting the generality of the foregoing, there is no intention on behalf of AGENCY in connection with this Agreement or otherwise to induce or to influence referrals by or from CONTRACTOR. In dealing with patients and in connection with any patient referrals or hospital admissions CONTRACTOR may make, CONTRACTOR is expected and required to act in accordance with the highest professional and ethical standards, in accordance with applicable laws, and in the best interests of the patient. Neither the compensation paid pursuant to this Agreement, nor any other consideration or remuneration to CONTRACTOR or otherwise, or to any member of CONTRACTOR's family, currently or in the future, is or will be based on any expectation of referrals, or on CONTRACTOR making or not making referrals to any particular person, entity or facility.
7. Preparation of Agreement through Negotiation - It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and that neither party is to be deemed the party that prepared this Agreement within the meaning of Civil Code section 1654.
8. Independent Status of CONTRACTOR - In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that CONTRACTOR is at all times acting as an independent contractor. Except as otherwise provided, neither AGENCY nor

HOSPITAL shall have any control over the method by which CONTRACTOR shall give these services, provided, however, that CONTRACTOR shall perform the obligations and responsibilities hereunder and function at all times in accordance with approved methods of practice in CONTRACTOR's professional specialty and in accordance with the rules and regulations promulgated by HOSPITAL's Medical Staff. CONTRACTOR shall not have any claim under this Agreement or otherwise against AGENCY for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits or employee benefits of any kind.

9. Subcontracts by CONTRACTOR - If in the performance of this Agreement, CONTRACTOR chooses to associate, subcontract with, or employ any third person in carrying out the responsibilities of this Agreement, any such third person shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of association, subcontract or employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of association, subcontract or employment or requirements of law shall be determined by CONTRACTOR, and AGENCY shall have no right or authority over such persons or the terms of their association, subcontract or employment, except as provided in this Agreement. Neither CONTRACTOR nor any such person shall have any claim under this Agreement or otherwise against AGENCY for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits or employee benefits of any kind.
10. Hold Harmless by CONTRACTOR - CONTRACTOR agrees to hold AGENCY harmless from any and all claims that may be made against AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. AGENCY is not required to make any deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement. CONTRACTOR shall be solely responsible for self-employment Social Security taxes, income taxes and any other taxes levied against self-employed persons. CONTRACTOR does not assign such obligation to AGENCY for collection or administration except as may be required by federal and state statutes. CONTRACTOR further agrees to hold AGENCY harmless from and to compensate AGENCY for any claims against AGENCY for payment of state or federal income or other tax obligations relating to CONTRACTOR's compensation under the terms of this Agreement. The foregoing hold harmless provisions would not apply with respect to a penalty, if any, imposed by any governmental agency without the fault of, or being caused by, CONTRACTOR.
11. Hold Harmless by AGENCY - Should CONTRACTOR be sued based upon actions of AGENCY, through no fault of and not due to actions of CONTRACTOR, or of CONTRACTOR's agents, AGENCY shall indemnify, defend and hold harmless CONTRACTOR from any loss, cost, damage, expense or liability which may arise from any such suit.
12. Provision of Satisfactory Service - It is understood and agreed that CONTRACTOR is to assure that the work and services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner and in accordance with all applicable laws and community standards. Any person acting pursuant to this Agreement must at all times be properly authorized in accordance with the bylaws, rules and regulations promulgated by



HOSPITAL's Medical Staff, as applicable, and nothing in this Agreement affects or limits in any way the application or implementation of those bylaws, rules and regulations.

13. Dispute Resolution: The parties agree that disputes between them as to the interpretation of this Agreement shall be subject to the following procedures:
- a. The aggrieved party shall notify the other party (i.e., the responding party), in writing in sufficient detail so as to clearly identify the problem(s) giving rise to the dispute. The responding party shall respond to the writing within a reasonable time, or two (2) weeks, whichever is lesser;
  - b. If the dispute involves another department in AGENCY, each of the parties shall consult with the appropriate members of said department and provide for input from said members so as to facilitate a complete discussion and proposed solution(s) of the problem(s);
  - c. If the parties are unable to reach a resolution of the problem within a reasonable time, not to exceed sixty (60) days, unless a longer time is agreed to by CONTRACTOR and AGENCY, the matter shall be submitted to a resolution committee comprised of one (1) person from the Medical Executive Committee of the Medical Staff chosen by CONTRACTOR, one (1) person chosen by AGENCY, and a third person mutually chosen by the first two, or if they are unable to agree, a third person designated by the presiding judge of the Ventura County Superior Court;
  - d. Each party shall bear its own attorney's fees and legal expenses related to any action involving this Agreement.
14. Confidentiality - In providing services pursuant to this Agreement, CONTRACTOR may obtain or have access to certain information and/or material which is properly confidential and which has not been publicly released by AGENCY. CONTRACTOR shall maintain confidentiality with respect to all such information and/or material and shall not disclose such information and/or material to any third party other than as necessary in connection with providing services under this Agreement or as may be otherwise legally required. Any disclosure shall be limited to the extent necessary and shall be accompanied by limitations or restrictions to preclude further disclosure and to preserve confidentiality to the extent reasonable and permitted under applicable law.
15. Administration of Agreement - This Agreement shall be administered on behalf of AGENCY by the COUNTY Purchasing Agent or his designee.
16. Use of Terms in this Document - Where appropriate in the context, the use of the singular in this Agreement shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or the neuter.
17. Corporate Status of CONTRACTOR - If CONTRACTOR is an entity, where appropriate in the context, references to "CONTRACTOR" in this Agreement shall be deemed to mean or include CONTRACTOR's physician employees who perform the medical services contracted for under this Agreement.
18. Documentation by Contractor - CONTRACTOR shall prepare and submit via the AGENCY

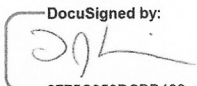
electronic health record system invoices for services, and other documents required by AGENCY and any third party payer, including, but not limited to, Medicare and Medi-Cal, for the remuneration of CONTRACTOR's services within ten (10) days of the provision of the services by CONTRACTOR. Such documentation shall be accurate and legible. CONTRACTOR acknowledges that AGENCY will rely upon this documentation in billing third party payers for their services.

19. Counterparts - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

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

CONTRACTOR:

Dated: 10/21/2021

By:    
 DocuSigned by:   
 9775C950D9B0468...   
 Larry J. Harrison MPH, MBA   
 Chief Executive Officer   
 Children's Hospital Los Angeles Medical Group

Tax ID #: \_\_\_\_\_

CONTRACTOR's Address:

\_\_\_\_\_  
\_\_\_\_\_

AGENCY:

Dated: 10/22/2021

By:    
 PURCHASING AGENT OR DESIGNEE

**EXHIBIT A**  
**PARTICIPATING PHYSICIANS**

Thomas Lee, M.D.

Ryan Hoekstra, O.D.

Sudha Nallasamy, 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 Medical Directors.

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 Medical Director. 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 provide inpatient retinopathy of prematurity (ROP) coverage at HOSPITAL's NICU site, forty-eight (48) weeks per fiscal year.
4. CONTRACTOR shall represent HOSPITAL within the medical community as Attending Physicians, Pediatric Ophthalmology Services.
5. 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.
6. 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.
7. 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.

8. 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. 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 Medical Director 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. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. The maximum amount to be paid under this Agreement is sixty thousand dollars (\$60,000) per fiscal year.