

**FIRST AMENDMENT TO AGREEMENT FOR MEDICAL DIRECTOR,  
PATHOLOGY SERVICES**

This First Amendment to the “Agreement for Medical Director, Pathology 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 Bradford S. Adler, M.D., a duly licensed physician or duly formed California Professional Corporation (“CONTRACTOR”).

**Agreement**

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

- A. 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, as amended, shall remain unchanged.

**[\[Remainder of Page Intentionally Left Blank – Signature Page Follows\]](#)**

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

CONTRACTOR:

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

By: \_\_\_\_\_  
Bradford S. Adler, M.D., CONTRACTOR

Address: \_\_\_\_\_

\_\_\_\_\_

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

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AGENCY:

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

By: \_\_\_\_\_  
HCA AGENCY DIRECTOR OR DESIGNEE

**ATTACHMENT II**  
**COMPENSATION OF CONTRACTOR**

CONTRACTOR shall be paid according to the following:

1. Base Fee:
  - a. Effective July 1, 2023, through June 30, 2024, CONTRACTOR shall be paid the sum of twenty one thousand seven hundred thirty three dollars and fifty cents (\$21,733.50) per month for those services pertaining to the clinical responsibilities described in Attachment I, paragraph C. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of specimens, 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 subparagraph is two hundred sixty thousand eight hundred two dollars (\$260,802) per fiscal year.
  - b. Effective July 1, 2024, through June 30, 2025, CONTRACTOR shall be paid the sum of twenty two thousand four hundred thirty seven dollars and fifty one cents (\$22,437.51) per month for those services pertaining to the clinical responsibilities described in Attachment I, paragraph C. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of specimens, 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 subparagraph is two hundred sixty nine thousand two hundred fifty dollars and six cents (\$269,250.06) per fiscal year.
2. Medical Director: CONTRACTOR shall be paid the sum of one thousand dollars (\$1,000) per month for the administrative duties as Medical Director, Pathology Services. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts 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 amount to be paid under this paragraph is twelve thousand dollars (\$12,000) per fiscal year.
3. Call Coverage: CONTRACTOR shall be paid one thousand seven hundred thirty three dollars and thirty three cents (\$1,733.33) per month for the provision of 1/4<sup>th</sup> of the DEPARTMENT call services, as described in Attachment I, paragraph C, sub-paragraph 6. If CONTRACTOR provides fewer call services, this compensation shall be reduced at the rate of two hundred dollars (\$200) per weeknight, Monday through Friday 5:00 PM to 8:00 AM the following day and six hundred dollars (\$600) per weekend day Saturday 8:00 AM to Monday 8:00 AM. CONTRACTOR shall track and prepare a monthly call schedule to attach to the invoice.

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 is twenty thousand eight hundred dollars (\$20,800) per fiscal year.

4. Interpretation Quality Fee:

- a. Effective July 1, 2023, through June 30, 2024, CONTRACTOR shall be paid two thousand eight hundred eighty four dollars (\$2,884) per quarter based upon the accuracy of frozen section results as compared to final pathology results. Payment of this fee will be based on agreement of more than 85% of frozen section results with final pathology results. Data regarding this metric will be submitted to the HOSPITAL Chief Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a quarterly basis for review. The maximum payment to be paid under this subparagraph is eleven thousand five hundred thirty six dollars (\$11,536) per fiscal year.
- b. Effective July 1, 2024, through June 30, 2025, CONTRACTOR shall be paid two thousand nine hundred seventy dollars and fifty cents (\$2,970.50) per quarter based upon the accuracy of frozen section results as compared to final pathology results. Payment of this fee will be based on agreement of more than 85% of frozen section results with final pathology results. Data regarding this metric will be submitted to the HOSPITAL Chief Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a quarterly basis for review. The maximum payment to be paid under this subparagraph shall not exceed eleven thousand eight hundred eighty two dollars (\$11,882) per fiscal year.

5. Interdepartmental Case Review Completion Fee:

- a. Effective July 1, 2023, through June 30, 2024, CONTRACTOR shall be paid two thousand eight hundred eighty four dollars (\$2,884) per quarter based upon the completion of interdepartmental case reviews. Interdepartmental case reviews are defined as those pathologic cases where the reporting pathologist seeks a second review from another pathologist within the DEPARTMENT to verify accuracy of diagnosis. Payment of this fee will be based on having at least 80% of tumor/cancer cases complete a second review and 5% of all cases complete a second review. Data regarding this metric will be submitted to the HOSPITAL Chief Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a quarterly basis for review. The maximum payment to be paid under this subparagraph is eleven thousand five hundred thirty six dollars (\$11,536) per fiscal year.
- b. Effective July 1, 2024, through June 30, 2025, CONTRACTOR shall be paid two thousand nine hundred seventy dollars and fifty cents (\$2,970.50) per quarter based upon the completion of interdepartmental case reviews. Interdepartmental case reviews are defined as those pathologic cases where the reporting pathologist seeks a second review from another pathologist within the DEPARTMENT to verify accuracy of diagnosis. Payment of this fee will be based on having at least 80% of tumor/cancer cases complete a second review and 5% of all cases complete a second review. Data regarding this metric will be submitted to the HOSPITAL Chief Medical Director or HOSPITAL Associate Chief

Medical Officer or HOSPITAL Chief Executive Officer on a quarterly basis for review. The maximum payment to be paid under this subparagraph shall not exceed eleven thousand eight hundred eighty two dollars (\$11,882) per fiscal year.

6. Interdepartmental Case Review Accuracy Fee:

- a. Effective July 1, 2023, through June 30, 2024, CONTRACTOR shall be paid two thousand eight hundred eighty four dollars (\$2,884) per quarter based upon the accuracy of interdepartmental case reviews. Interdepartmental case reviews are defined as those pathologic cases where the reporting pathologist seeks a second review from another pathologist within the DEPARTMENT to verify accuracy of diagnosis. Payment of this fee will be based on agreement of more than 85% of initial interpretations with the secondary review of the same case. Data regarding this metric will be submitted to the HOSPITAL Chief Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a quarterly basis for review. The maximum payment to be paid under this subparagraph is eleven thousand five hundred thirty six dollars (\$11,536) per fiscal year.
  - b. Effective July 1, 2024, through June 30, 2025, CONTRACTOR shall be paid two thousand nine hundred seventy dollars and fifty cents (\$2,970.50) per quarter based upon the accuracy of interdepartmental case reviews. Interdepartmental case reviews are defined as those pathologic cases where the reporting pathologist seeks a second review from another pathologist within the DEPARTMENT to verify accuracy of diagnosis. Payment of this fee will be based on agreement of more than 85% of initial interpretations with the secondary review of the same case. Data regarding this metric will be submitted to the HOSPITAL Chief Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a quarterly basis for review. The maximum payment to be paid under this subparagraph is eleven thousand eight hundred eighty two dollars (\$11,882) per fiscal year.
7. CONTRACTOR will devote no less than an average of one hundred fifty (150) hours per month to the tasks outlined herein and in Attachment I, "Responsibilities of Contractor." Provision of fewer services than as stated will result in a proportionate pro-rated reduction in the compensation of CONTRACTOR.
8. AGENCY shall immediately notify CONTRACTOR of the results of any audit where CONTRACTOR has not met the requirements for the respective compensations. 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.

When all documentation and actions are considered, if CONTRACTOR is still in default of any one of the requirements, as noted above, then the compensation that was associated with that/those item(s), shall be subtracted, as appropriate, from the payment paid in the subsequent month.

9. 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.

10. At the request of AGENCY, CONTRACTOR shall cooperate in the review and reconciliation of services provided under this Agreement. CONTRACTOR agrees to work with AGENCY in any audit of services provided under this Agreement. Requested information may include documentation that supports time spent in clinical care, teaching and administrative duties. This audit may include a reconciliation of actual services provided in comparison to services called for in this Agreement.
11. 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 HOSPITAL Chief Executive Officer or HOSPITAL Chief Medical Director. AGENCY shall pay no interest on any payment which has been withheld in this manner.
12. 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.
13. The maximum amount to be paid under this Agreement for the period of July 1, 2023, through June 30, 2024, is three hundred twenty eight thousand two hundred ten dollars (\$328,210).
14. The maximum amount to be paid under this Agreement for the period of July 1, 2024, through June 30, 2025, is three hundred thirty seven thousand six hundred ninety six dollars (\$337,696).