

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

This Second 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 March 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 is expressly amended herein, all other terms and conditions of the Agreement, as amended, shall remain unchanged.

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

CONTRACTOR:

Dated: _____ By: _____
Bradford S. Adler, M.D.

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AGENCY:

Dated: _____ By: _____
HCA Director or Designee

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 Officer.

- A. CONTRACTOR, shall be designated as Medical Director, Pathology Services. AGENCY reserves the right to remove and appoint the Medical Director, Pathology Services, at its discretion.
- B. Administrative Services: The Medical Director, Pathology 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, for pathology 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 Officer 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 and Chief Executive Officer and Chief Medical Officer 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. CONTRACTOR or designee shall attend and report at the Department of Medicine Committee and Medical Executive Committee.
- C. Clinical Services: CONTRACTOR shall have the following clinical responsibilities:
 - 1. Board Certification: Maintain board certification in anatomic pathology.
 - 2. Clinical Laboratory: Provide clinical consultations.
 - 3. Anatomic Pathology Services:

- a. In rotation, provide daily coverage for surgical pathology to include, but not limited to the following:
 - i. Preparation and interpretation of rapid, intra-operative frozen sections, and Mohs procedures.
 - ii. Gross examination of surgical specimens and biopsies.
 - iii. Selecting tissue sections for processing into microscopic slides.
 - b. On the following days, continue evaluation of prior days' specimens for review and diagnosis. This will include tracking send outs and special staining.
 - c. Most tumor cases will also need additional testing for targeted therapies, genetic alterations, or prognostic reasons.
 - d. Notify referring doctors of unexpected findings, discuss relevant clinical information and expedite further testing of cases.
 - e. Intradepartmental review of all newly diagnosed cancer cases and challenging cases.
 - f. Medical Staff consultation to discuss cases and review of findings.
4. Administrative/Clinical Meetings: Participate in the following committee meetings in rotation with other pathologists in any of the following meetings:
- a. Transfusion committee.
 - b. Cancer committee.
 - c. Infection control committee.
5. Teaching in conjunction with other pathologists:
- a. One-on-one teaching under the microscope with residents and students.
 - b. Attending teaching conferences and participating in the following:
 - i. Tumor Board.
 - ii. Breast tumor case conference.
6. Call Coverage:
- a. Assure that in conjunction with other pathologists adequate and appropriate physician coverage for pathology services is available 365 days per year, 24 hours per day, 7 days per week, through a system of primary and secondary call at

HOSPITAL's Ventura and Santa Paula campuses. CONTRACTOR shall provide a minimum of one in four (1:4) call days, covering sixty-five (65) weeknights and thirteen (13) weekends per fiscal year.

- b. Provide evaluation of Intraoperative frozen sections.
 - c. Expediate completion and read out of urgent cases.
 - d. Solve clinical laboratory issues, including any deviation from stated procedures, which requires authorization by a pathologist.
7. Operational support for on-going pathology services in conjunction with other pathologists:
- a. Pandemic response and implementation of COVID-19 testing.
 - b. Cancer center designation and ongoing support.
 - c. Tumor Board review accomplishments and ongoing support:
 - i. Breast Tumor Board review
 - ii. California Cancer Registry reporting
 - iii. Trauma Center support in blood banking
8. Assurance, in conjunction with other pathologists to HOSPITAL, and in a matter satisfactory to the HOSPITAL Chief Medical Officer, that adequate and appropriate physician service and coverage for pathology services is available to HOSPITAL.
9. Maintenance of quality assurance mechanisms such as medical chart review and direct supervision or other methods which may serve to monitor efficiency and quality of pathology services rendered to HOSPITAL under the direction of the HOSPITAL Chief Medical Officer.
10. Conformance with written policies applicable to pathology services, which are in accord with current requirements and recommendations of the State of California, the Joint Commission, and the College of American Pathologists.
11. Assurance that laboratory resources are appropriately used by physicians and other staff of HOSPITAL.
12. Inpatient pathology services, including daily consultation.
13. Emergency Department pathology coverage and consultation.
14. Participation in both formal as well as informal pathology education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
15. Participation in cost containment programs relative to controllable physician or other professional costs.

16. Participation in the peer review of the DEPARTMENT on a regular basis.
 17. Participation with the Director of Medical Education in the planning and organization of the Family Medicine Residency Program.
 18. Participation in the supervision and teaching of resident physician staff and other physicians in training, and the maintenance of an ongoing curriculum in pathology for said physicians, in preparation for their practice as family physicians.
 19. Participation in the supervision and teaching of allied health professionals such as laboratory technologists and nurses. CONTRACTOR shall develop and maintain ongoing the curriculum in pathology for said allied health professionals.
- D. CONTRACTOR shall cooperate with and assist other members of the Medical Staff of HOSPITAL in preparation of clinical reports for publication and use his best efforts to enhance the reputation of the Medical Staff in the field of unusual or interesting studies made in its service. Such work or other research projects shall have the prior approval of the HOSPITAL Chief Executive Officer and HOSPITAL Chief Medical Officer.
- 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 Measures and Patient Safety Goals.
- F. CONTRACTOR's time will be allocated in approximately the following manner:

Administrative Services	10%
Patient Services	85%
Research	0 %
Teaching	5 %

TOTAL	100%

This allocation may be modified at any time with the approval of the HOSPITAL Chief Medical Officer. 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.

- 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.

- H. CONTRACTOR shall submit all necessary documentation and coding in AGENCY's electronic record system to produce billing invoices for services, and any other records needed by AGENCY for the remuneration of CONTRACTOR's services, within ten (10) days of the provision of the services by CONTRACTOR.

By this Agreement, AGENCY contracts for the services of CONTRACTOR, as a physician, and CONTRACTOR may not substitute service by another physician or physicians without written approval of the HOSPITAL Chief Medical Officer.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

CONTRACTOR shall be paid according to the following:

1. One-Time Payment: CONTRACTOR shall receive a one-time payment of seven thousand five hundred dollars (\$7,500) for additional services provided in March, 2025 as part of DEPARTMENT's catch-up projects. These services address the increased workload caused by a sudden rise in volume following a recent resignation. This payment compensates for the additional time, expertise, and resources required to efficiently manage and reduce the backlog until alternative resources are implemented to meet ongoing demands. To receive payment, CONTRACTOR shall submit backup documentation with the March 2025 monthly invoice, including a summary of activities performed and a list of completed cases. If fewer services are provided, the payment amount shall be prorated accordingly. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer and Medical Director, Pathology Services.
2. 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 Officer 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.
 - 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 Officer 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.
3. 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.

4. Call Coverage: CONTRACTOR shall be paid for call services as outlined in Attachment I, paragraph C, subparagraph 6, based on the following table below:

Pathology Call Coverage		
Day	Call Coverage Description	Compensation Per Day
Weeknight	Mon-Fri, 5:00 PM - 8:00 AM	\$200
Weekend days	Sat 8:00 AM to Mon 8:00 AM	\$600

- a. CONTRACTOR shall provide a minimum of one in four (1:4) call days, covering sixty-five (65) weeknights and thirteen (13) weekends per fiscal year.
- b. CONTRACTOR shall attach a monthly schedule of the call days worked to the monthly invoice. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Executive Officer or HOSPITAL Chief Medical Officer on a monthly basis and attached to the monthly invoice. CONTRACTOR shall attach a monthly schedule of the call days worked to the monthly invoice. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Executive Officer or HOSPITAL Chief Medical Officer on a monthly basis and attached to the monthly invoice.
5. 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 Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a quarterly basis for review.
- 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 Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a quarterly basis for review.
6. 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 Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a quarterly basis for review.

- 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 Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a quarterly basis for review.

7. 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 Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a quarterly basis for review.
- 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 Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a quarterly basis for review.

- 8. 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.

- 9. 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.

10. 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.
11. 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.
12. 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 Officer. AGENCY shall pay no interest on any payment which has been withheld in this manner.
13. 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.