

**FIRST AMENDMENT TO THE AGREEMENT FOR MEDICAL DIRECTOR,
PEDIATRIC NEUROLOGY SERVICES**

This First Amendment to the “Agreement for Medical Director, Pediatric Neurology 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 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.

Agreement

The parties hereby agree that the referenced Agreement is amended effective February 6, 2024, as follows:

A. Section 5.1 Insurance Requirements is deleted and replaced in its entirety with the following:

1. Insurance Requirements - at its sole cost and expense, obtain and maintain in full force the following types of insurance:
 - a. General Liability 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. Such coverage will be maintained at all times during the term of this Agreement and a period thereafter (i.e., following the expiration or termination of this Agreement) sufficient to cover the applicable statutes of limitation for services rendered during its term.
 - 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 on the General Liability policy 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 endorsement where applicable; 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.

B. Attachment I, Responsibilities of CONTRACTOR, is deleted and replaced in its entirety with the attached Attachment I.

C. Attachment II, Compensation of CONTRACTOR, is deleted and 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 First Amendment on the dates written below:

CONTRACTOR: Children's Hospital Los Angeles
Medical Group, Inc.

Dated: _____

By: _____

James Lin

Chief Financial Officer

Children's Hospital Los Angeles Medical
Group

Tax ID#: _____

CONTRACTOR's Address:

AGENCY:

Dated: _____

By: _____

PURCHASING AGENT OR DESIGNEE

ATTACHMENT I
RESPONSIBILITIES OF CONTRACTOR

1. As a result of a collaborative joint recruitment between CONTRACTOR and AGENCY, CONTRACTOR shall appoint Abbey Freed, D.O. (Dr. Freed) as AGENCY Medical Director, Pediatric Neurology Services. Dr. Freed shall provide AGENCY ninety percent (90%) of her work time for services under the direction of the HOSPITAL and AMBULATORY CARE Chief Executive Officers and HOSPITAL and AMBULATORY CARE Chief Medical Officers. AGENCY, at its discretion, reserves the right to appoint and remove the Medical Director, Pediatric Neurology Services.
2. Dr. Freed shall have the following responsibilities:
 - a. Strategic Vision: Establish the vision and strategic goals, both on a short- and long-term basis of HOSPITAL's pediatric neurology program consistent with the overall vision of AGENCY.
 - b. Quality and Safety:
 - i. Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Officers 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.
 - ii. Coordinate with other HOSPITAL departments regarding initiatives that are interdepartmental (SSI collaborative, throughput initiative).
 - c. Clinical Responsibilities: Outpatient pediatric neurology clinic services at HOSPITAL's clinic sites. The scheduling of clinics shall be mutually agreed by Dr. Freed and the AMBULATORY CARE Chief Executive Officer and Chief Medical Officer and HOSPITAL Chief Medical Officer.
 - d. Non-ambulatory services including:
 - i. Electroencephalogram (EEG) interpretations.
 - ii. HOSPITAL neurology pediatric consultations.
 - iii. Administrative duties for pediatric neurology services to include participation in committees, development of clinical practice guidelines, update policies and procedures, and quality assurance.
 - e. Call coverage and HOSPITAL consultations for the Emergency Department, Pediatric Intensive Care Unit (PICU), and Neonatal Intensive Care Unit (NICU), Pediatric Unit.
3. Dr. Freed shall represent HOSPITAL within the medical community as Medical Director, Pediatric Neurology Services.
4. Dr. Freed 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. Dr. Freed 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. Dr. Freed 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. Dr. Freed's time will be allocated in approximately the following manner:

Administrative Services 2.5%

Patient Services 95%

Research 0%

Teaching 2.5%

TOTAL 100%

Dr. Freed will maintain, report, and retain time records, in accordance with the requirements of federal and state laws, as specified by AGENCY. In particular, Dr. Freed 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 Dr. Freed's time may be modified at any time at the discretion of the HOSPITAL Chief Medical Director.

7. Dr. Freed 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 Dr. Freed, through CONTRACTOR and CONTRACTOR may not substitute service by another physician or physicians without written approval of HOSPITAL and AMBULATORY CARE Chief Medical Officers.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

CONTRACTOR shall be paid according to the following:

1. [REDACTED] ([REDACTED]) of the actual total compensation paid by CONTRACTOR to Dr. Freed as follows:
 - a. Effective July 1, 2023, through June 30, 2024, CONTRACTOR shall be paid a maximum amount of [REDACTED] ([REDACTED]).
 - b. Effective July 1, 2024, through June 30, 2025, CONTRACTOR shall be paid maximum amount of [REDACTED] ([REDACTED]).
2. Clinic Productivity Incentives: CONTRACTOR shall be paid quarterly [REDACTED] dollars ([REDACTED]) per patient for any patient seen above seven (7) patients in a half-day, and up to a maximum of [REDACTED] dollars ([REDACTED]) per quarter. The maximum amount to be paid under this paragraph is [REDACTED] dollars ([REDACTED]) per fiscal year.
3. The compensation specified above shall constitute full and total compensation to be paid to CONTRACTOR pursuant to this Agreement. Dr. Freed shall not be paid by AGENCY for work performed under this Agreement.
4. To receive payments, CONTRACTOR must submit an invoice, within thirty (30) days of the end of the month of provision of service, to AGENCY's Physician Contracting Services. The invoice must set forth the dates covered by the invoice, proof of actual compensation paid by CONTRACTOR to Dr. Freed, total amounts due for the month, name, address, and taxpayer identification number. 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. 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. If Dr. Freed 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 Dr. Freed 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.

7. 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.
8. The maximum amount to be paid under this Agreement for the period of July 1, 2022 through June 30, 2023 is [REDACTED] ([REDACTED]).
9. The maximum amount to be paid under this Agreement for the period of July 1, 2023 through June 30, 2024 is [REDACTED] ([REDACTED]).
10. The maximum amount to be paid under this Agreement for the period of July 1, 2024 through June 30, 2025 is [REDACTED] ([REDACTED]).