

AGREEMENT FOR
ORTHOPEDIC SURGICAL 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 Ventura County Orthopaedic Associates, a California Partnership (“CONTRACTOR”).

This Agreement shall be effective October 1, 2024, 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 September 30, 2025. Then, unless either party provides written notice of its intent not to renew at least ninety (90) days prior to the annual 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 with campuses in the cities of Ventura and Santa Paula, hereinafter collectively referred to as HOSPITAL, and its clinic system hereinafter referred to as AMBULATORY CARE, within which is a Department of Orthopedics, hereinafter referred to as DEPARTMENT, hereby contracts for the professional services of CONTRACTOR. CONTRACTOR shall be designated as Medical Director, Orthopedic Services, Medical Director, Orthopedic Trauma Services, Associate Medical Director, Orthopedic Services, Attending Physicians, Orthopedic Services, Chief Physician Assistant, Orthopedic Services and Physician Assistants, Orthopedic Services, and shall provide professional medical services under the direction of the HOSPITAL and AMBULATORY CARE Chief Executive Officers, and the HOSPITAL and AMBULATORY CARE Chief Medical Officers. CONTRACTOR shall perform said work and functions at all times in strict accordance with currently approved methods and practices of his professional specialty.

CONTRACTOR may contract with or employ other physicians and Advanced Practice Providers 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 and Advanced Practice Providers,” shall be 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 and Advanced Practice Providers.”

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

SECOND
COMPENSATION OF CONTRACTOR

AGENCY shall compensate CONTRACTOR for services rendered to AGENCY 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 invoices 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 CONTRACTOR and AGENCY equally.

FOURTH OBLIGATION OF AGENCY

During the term of this Agreement, AGENCY agrees:

1. Malpractice Coverage - to provide professional liability (malpractice) coverage ("Professional Liability Coverage") which will cover CONTRACTOR and AGENCY while CONTRACTOR is practicing under the supervision of the Chief Medical Officers of HOSPITAL 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. AGENCY shall provide CONTRACTOR with proof of Professional Liability Coverage prior to the effective date of this Agreement.
2. Space - to provide necessary space for the performance of CONTRACTOR's professional duties.
3. Supplies - to provide reasonable and necessary supplies to 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 reasonably necessary support personnel for the proper operation of medical services provided under this Agreement. 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. License and Staff Membership – CONTRACTOR shall keep in full force and effect the unrestricted license of CONTRACTOR as a California physician and surgeon with membership in good standing and unrestricted privileges on the Medical Staff of HOSPITAL. CONTRACTOR shall notify the Medical Staff of HOSPITAL immediately of any changes.
2. Conduct on Premises – CONTRACTOR shall at all times abide by the HOSPITAL's Code of Conduct and comply with Medical Staff bylaws, rules, and regulations and applicable department specific rules and regulations.
3. 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 him or bring him 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.
4. 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 his possession or under his control belonging to AGENCY in good condition, ordinary wear and tear and damages by any cause beyond the reasonable control of CONTRACTOR excepted.
5. 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.
6. 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 this 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 he 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 6 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 the Secretary, U.S. Department of Health and Human Services, for purposes of determining CONTRACTOR's or AGENCY's compliance with 45 CFR Part 164.

- d. No Remuneration - Unless otherwise permitted by law and with the prior written consent of the AGENCY, 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.
7. Treating Patients - CONTRACTOR will provide medical services to patients presented to him by AGENCY regardless of health and financial status. CONTRACTOR recognizes that AGENCY contracts with various medical insurance plans to provide medical services for plan members, and CONTRACTOR agrees to provide medical care for those patients on the same basis as CONTRACTOR provides medical care to other patients. CONTRACTOR agrees to cooperate with any quality review and improvement program involving AGENCY and a medical insurance plan with whom AGENCY has contracted.
8. DEPARTMENT Performance – HOSPITAL retains professional and administrative responsibility for the services rendered. CONTRACTOR shall appraise the HOSPITAL and AMBULATORY CARE administration 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 AGENCY 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 includes, without limitation, attending the appropriate compliance training sessions(s) and providing certification of attendance. CONTRACTOR shall provide written disclosure of any prohibited affiliation under 42 CFR, Section 438.610. 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 AGENCY immediately if any event occurs which would make the foregoing representations untrue in whole or part. Notwithstanding any other provision of this Agreement, AGENCY 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 summary 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 twelve (12) month period under this Agreement, upon ninety (90) days' notice from either party to the other party, 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 6 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.

Termination of this Agreement shall not result in loss of Medical Staff privileges and membership of CONTRACTOR.

SEVENTH GENERAL PROVISIONS

- a. 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 effected either by personal delivery in writing or by mail, registered or certified, with return receipt requested. Mailed notices shall be addressed to AGENCY by addressing and delivering such notices to the HOSPITAL Chief Executive Officer, Ventura County Medical Center, 300 Hillmont Avenue, Ventura, CA 93003, and to CONTRACTOR at the address listed in this Agreement. Each party may change its 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 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 to be the party which prepared this Agreement within the meaning of California 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 herein, 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 and in accordance with the rules and regulations promulgated by HOSPITAL's Medical Staff. During the term of this Agreement, AGENCY may, without breaching this Agreement or any duty owed to CONTRACTOR, contract with other individuals and entities to render the same or similar services as CONTRACTOR. Further, during the term of this Agreement, CONTRACTOR may, independent of its relationship with AGENCY, and without breaching this Agreement or any duty owed to AGENCY, contract with other individuals and entities to render the same or similar services as are rendered hereunder to AGENCY, provided that such other contract does not interfere with CONTRACTOR's rendering of the services contracted for under this Agreement.
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 payment of his income taxes and the state and federal withholdings of his employees. CONTRACTOR does not assign such obligation to the 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 subcontractor, employees, or agents, AGENCY shall indemnify, defend and hold harmless CONTRACTOR, its shareholders, officers, directors, employees, agents, and subcontractors 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 AGENCY Director or his designee.
16. 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.
17. 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.
18. Corporate Status of CONTRACTOR - If CONTRACTOR is a corporation, where appropriate in the context, references to "CONTRACTOR" in this Agreement shall be deemed to mean or include CONTRACTOR's physician employee who is to perform the medical services contracted for under this Agreement.
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: Ventura County Orthopaedic Associates

Dated: _____

By: _____
Emily Benson, M.D., a Medical Corporation – Partner
Emily Benson, M.D., President

Dated: _____

By: _____
Ortho Medicine, a Medical Corporation – Partner
Thomas Y. Wu, M.D., President

Dated: _____

By: _____
HAPA MOA, INC., a Medical Corporation – Partner
Denise Stennette, M.D., President

Dated: _____

By: _____
DH Orthopedic Trauma Specialist, Corp. – Partner
Damayea Hargett, M.D., President

Dated: _____

By: _____
Takara Orthopedics, a Medical Corporation – Partner
Tadashi Takara, M.D., President

Dated: _____

By: _____
Fire Oak, Inc. - Partner
Mary Ragsdale, M.D. President

AGENCY:

Dated: _____

By: _____
HCA DIRECTOR or DESIGNEE

EXHIBIT A
PARTICIPATING PHYSICIANS AND ADVANCED PRACTICE PROVIDERS

Sean Early, M.D.

Michael Maguire, M.D.

Ashley Lamb, D.O.

Ross Monroe, PA-C.

Jessica Cataldo-Ramirez, PA-C.

Casey Lowe, PA-C.

ATTACHMENT I
RESPONSIBILITY OF CONTRACTOR

CONTRACTOR shall have the following responsibilities relative to the DEPARTMENT under the direction of the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Officers:

1. CONTRACTOR shall appoint Emily Benson, M.D., to serve as Medical Director, Orthopedic Services and Medical Director, Orthopedic Trauma Services. CONTRACTOR shall appoint Thomas Wu, M.D., as Associate Medical Director, Orthopedic Services. CONTRACTOR shall appoint Denise Stennette, M.D., Damayea Hargett, M.D., Tadashi Takara, M.D., Mary Ragsdale, M.D., and Ashley Lamb, D.O., as Attending Physicians, Orthopedic Services. CONTRACTOR shall appoint Ross Monroe, PA-C, as Chief Physician Assistant, Orthopedic Services and Jessica Cataldo-Ramirez, PA-C and Casey Lowe, PA-C as Physician Assistants, Orthopedic Services. AGENCY reserves the right to remove and appoint the Medical Director, Orthopedic Services, Medical Director, Trauma Services and Associate Medical Director, Orthopedic Services, at the discretion of the HOSPITAL and AMBULATORY CARE Chief Medical Officers.
2. CONTRACTOR shall provide medical services for HOSPITAL and AMBULATORY CARE the equivalent of seven (7) full-time Physicians and three (3) full-time Advance Practice Providers (APPs). Each full-time Attending Physician shall provide an average of one thousand six hundred fifty-six (1,656) hours per contract year of the clinical services described in Paragraph 6 of this Attachment I, based on a minimum of thirty-six (36) clinical hours per week for forty-six (46) weeks per contract year. The seven (7) full-time Physicians shall provide trauma call coverage 7 days a week, 24 hours a day, 365/366 days per year. Call schedule shall be determined by the Medical Director, Orthopedic Services and Associate Medical Director, Orthopedic Services. Each APP shall provide an average of one thousand eight hundred forty (1,840) clinical hours per year based on a minimum of forty (40) hours per week for forty-six (46) weeks per contract year.
3. CONTRACTOR will notify HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Officers of any clinical work performed outside of HOSPITAL.
4. The Medical Director, Orthopedic Services, Medical Director, Orthopedic Trauma Services and Associate Medical Director, Orthopedic Services, shall have, among other duties as shall be mutually agreed, the following responsibilities:
 - a. Strategic Vision: Establish the vision and strategic goals, both on a short and long term basis, of the DEPARTMENT in line with the overall vision of AGENCY.
 - b. Quality and Safety:
 - i. Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and HOSPITAL and AMBULATORY CARE Chief Medical Officers

on measuring, assessing and improving quality and patient safety in collaboration with the Inpatient and Outpatient Quality departments, including helping to identify and carry out performance improvement, encouraging best practices, supporting bundled care initiatives and developing clinical practice guidelines.

- ii. Coordinate with other HOSPITAL departments regarding initiatives that are interdepartmental (SSI collaborative, throughput initiative).

c. Resource Allocation and Oversight:

- i. Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and HOSPITAL and AMBULATORY CARE Chief Medical Officers on resource allocation including staffing, space, capital equipment investment, supplies, medications and other resources to meet patient needs.

- ii. Respond to resource shortages to ensure safe and effective care for all patients.

- d. The Medical Director, Orthopedic Services and Medical Director, Orthopedic Trauma Services shall provide a minimum average of three and a half (3.5) hours per week for a total of one hundred and sixty-one (161) hours per year to oversight of DEPARTMENT and development of orthopedic services lines.

- e. The Associate Medical Director, Orthopedic Services shall provide a minimum of three (3) hours per week for a total of one hundred and thirty-eight (138) hours per year to assist the oversight of DEPARTMENT and development of orthopedic services lines as necessary.

- f. Represent HOSPITAL within the medical community and as Medical Director of Orthopedic Services, Associate Medical Director of Orthopedic Services, and Chief Physician Assistant of Orthopedic Services.

5. The Chief Physician Assistant, Orthopedic Services shall have the following responsibilities:

- a. To assist AGENCY in developing and maintaining written policies and procedural guidelines applicable to the orthopedic physician assistant services programs which are in accord with current requirements and recommendations of the State of California and the Joint Commission, and in assuring that the orthopedic services function in conformance with the written policies and procedures.
- b. To help develop, update and maintain the HOSPITAL's orthopedic physician assistant services educational programs and procedures for the allied professional practitioners, and to assure that they are appropriately supervised during their provision of all orthopedic services.

- c. To represent HOSPITAL within the medical community as Chief Physician Assistant, Orthopedic Services.
 - d. To monitor and evaluate the quality and appropriateness of patient care provided by orthopedic physician assistant staff, in accordance with the Quality Assurance and Utilization Review plans of HOSPITAL.
 - e. To assure that effective peer review of orthopedic physician assistant staff is being conducted through the Orthopedic Services Committee and in accordance with Medical Staff guidelines.
 - f. To assist in the performance review of the orthopedic physician assistant services at HOSPITAL.
 - g. To direct in the collaborative efforts of orthopedic physician assistant services in the HOSPITAL and AMBULATORY CARE affiliated clinics.
 - h. To participate in recruitment, interviewing and recommendation of new orthopedic physician assistant hires.
 - i. To assist clinic managers with scheduling coordination, new service development, patient complaints (case review) and serve as a liaison between administrative leads and providers.
6. CONTRACTOR and Participating Physicians shall provide clinical orthopedic coverage, as described in Attachment I, paragraph 2 above, 7 days a week, 24 hours a day, 365/366 days per year including, but not limited to:
- a. Coverage of inpatient orthopedic services, including daily rounds, consultation and coverage of emergency orthopedic needs during regular hours (7am- 5pm) on weekdays for HOSPITAL.
 - b. Outpatient orthopedic clinic teaching and coverage at HOSPITAL's clinic site(s). Clinic coverage shall include a minimum of twenty (20) half-day clinics for physicians and six (6) half-day clinics for physician assistants per week with additional clinics added as necessary at a schedule to be mutually approved by CONTRACTOR and the AMBULATORY CARE Chief Executive Officer and Chief Medical Officer.
 - c. Operative trauma and orthopedic services including, at a minimum, twelve (12) operating room blocks of surgical services per week at HOSPITAL. Operating room blocks of surgical services that are cancelled or less than fifty percent (50%) filled shall be replaced by half-day clinics. CONTRACTOR shall provide one (1) half-day clinic for every (1) operating room block cancelled or unfilled.
 - d. Consultation and emergency room orthopedic and trauma orthopedic call coverage

twenty-four (24) hours per day, 7 days per week, 365/366 days per year.

- e. Recruitment of additional board certified orthopedic surgical physicians as necessary to meet patient clinical demands at HOSPITAL and AMBULATORY CARE.
 - f. All trauma and orthopedic services required to satisfy the clinical needs of orthopedic patients of HOSPITAL and AMBULATORY CARE.
 - g. Teaching of orthopedic services to physicians and resident staff.
 - h. Participation in both formal as well as informal orthopedic education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
 - i. Assist AGENCY in developing and maintaining written policies and procedural guidelines applicable to the DEPARTMENT which are in accord with current requirements and recommendations of the State of California and the Joint Commission, and in assuring that the DEPARTMENT functions in conformance with the written policies and procedures.
 - j. Help develop, update and maintain HOSPITAL's Family Practice Residency curriculum for teaching orthopedic practice and procedures to the resident physician staff in preparation for their practice as family physicians, and to assure that residents are appropriately supervised during their provision of all orthopedic services and that curriculum objectives are fulfilled.
 - k. Assist in the development of educational programs for other allied health professional personnel such as nurse practitioners, nurses, and technicians.
 - l. Provide specialty case review, participate in the development and review of medical policies and procedures and attend assigned committees as requested by the Chief Medical Officer of HOSPITAL.
 - m. Monitor and evaluate the quality and appropriateness of patient care provided by DEPARTMENT, in accordance with the Quality Assurance and Utilization Review plans of HOSPITAL.
 - n. Assure that effective peer review of orthopedic services is being conducted according to Medical Staff guidelines.
7. CONTRACTOR shall assist in the financial review and the performance review of the DEPARTMENT, its associated clinics, and the entire provision of orthopedic services at HOSPITAL. AGENCY will provide the reports necessary for this review. CONTRACTOR shall cooperate with and assist other members of the Medical Staff of HOSPITAL in preparation of clinical reports for publication and use CONTRACTOR's best efforts to enhance the reputation of the Medical Staff in the field of unusual or

interesting studies made in CONTRACTOR's service.

8. CONTRACTOR shall help develop, update and maintain HOSPITAL's Family Medicine Residency curriculum for teaching orthopedic services practice and procedures to the resident physicians in preparation for their practice as family physicians, and to assure that residents are appropriately supervised during their provision of all orthopedic services and that curriculum objectives are fulfilled.
9. 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.
10. CONTRACTOR's time will be allocated in approximately the following manner:

	Director	Associate Director	Attending Physicians	Participating Physicians
Administrative Services	15%	10%	5%	0%
Patient Services	75%	80%	85%	100%
Research	0%	0%	0%	0%
Teaching	10%	10%	10%	0%
Total	100%	100%	100%	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 Chief HOSPITAL Chief Medical Officer.

11. CONTRACTOR agrees to treat patients without regard to a patient's race, ethnicity, religion, national origin, citizenship, age, gender, 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, as physicians and physician assistants, and CONTRACTOR may not substitute service by another physician or physicians without written approval of the HOSPITAL or AMBULATORY CARE Chief Medical Officers.

ATTACHMENT II

COMPENSATION OF CONTRACTOR

CONTRACTOR shall be paid as follows for services provided under this Agreement:

1. Monthly Base: CONTRACTOR shall be paid three hundred twenty thousand six hundred sixty-six dollars and sixty-seven cents (\$320,666.67) per month for seven (7) full-time Physicians and three (3) APPs to perform the clinical responsibilities outlined in Attachment I. Provision of fewer hours of service as stated in Attachment I, Paragraph 2, will result in proration of the monthly base. Services provided by physician assistants with less than two (2) years of experience within the AGENCY will result in a proration of the monthly base at the rate of eight hundred thirty-three dollars and thirty-three cents (\$833.33) per month. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed including call schedule, medical director log, associate medical director log, and Hospital IQ orthopedic dashboard which includes OR utilization rate, OR case volume, minutes operated, and first case on time starts. CONTRACTOR shall also track and prepare a quarterly detailed summary of surgical site infection rate, OR block utilization rate, trauma compliance and trauma response rate. 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.
2. Medical Director, Orthopedic Services and Orthopedic Trauma Services: CONTRACTOR shall be paid two thousand dollars (\$2,000) per month for the medical director administrative duties outlined in Attachment I. 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 Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice.
3. Associate Director, Orthopedic Services: CONTRACTOR shall be paid one thousand eight hundred dollars (\$1,800) per month for the associate director administrative duties as outlined in Attachment I. 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 Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice.

4. Call Coverage Fee: CONTRACTOR will be paid for providing call coverage 365 days per contract year and 366 days during contract year 2023-2024 as indicated in the table below. Inpatient attending rounds compensation is considered to be included within the compensation for on call coverage or surgical services.

Call Compensation:	Per Day Compensation
Monday-Thursday	\$ 1,750
Friday	\$ 2,000
Weekend (Saturday/Sunday)	\$ 2,500
AGENCY Holidays	\$ 2,500

CONTRACTOR shall invoice AGENCY on a monthly basis for call coverage. CONTRACTOR shall attach a call schedule to the monthly invoice. 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.

5. Administrative Costs: CONTRACTOR shall be paid two thousand five hundred dollars (\$2,500) per month for administrative costs associated with the operations of the DEPARTMENT.
6. Quality Improvement Metrics: CONTRACTOR shall be paid up to seventy thousand dollars (\$70,000) per quarter for maintaining orthopedic Surgical Site Infection (SSI), orthopedic first case on-time start and orthopedic trauma response, as outlined in subparagraphs a-c. CONTRACTOR in collaboration with HOSPITAL's Quality Management Department shall create a summary report to be generated and submitted for review to the AMBULATORY CARE Chief Executive Officer and Chief Medical Officer within seventy-five (75) days of the end of each quarter.

a. Orthopedic Surgical Site Infection Metric:

Surgical Site Infection (SSI)* Quality Metric			
Ortho SSI Rate**	NSQIP Compliance	Annual Compensation	Quarterly Compensation
<1%	100%	\$93,333.33	\$23,333.33
1-2%	75%	\$70,000.00	\$17,500.00
2-3%	50%	\$46,666.67	\$11,666.67
>3%	0%	\$0	\$0

*As of October 1, 2016, the expected SSI Rate in NSQIP is .81%

**Unadjusted national benchmark runs between 2-3% for all orthopedic cases

- b. Orthopedic First Case On-Time Start Metric: Late starts attributed to the surgeon beyond nine (9) delays per quarter will reduce compensation (see below). If late starts are due to clinical emergencies, the contractor will notify the HOSPITAL Chief Medical Officer of the rationale and the late start may be waived.

First Case On-Time Start		
Late starts per quarter	Annual Compensation	Quarterly Compensation
0-9	\$93,333.33	\$23,333.33
10-18	\$46,666.67	\$11,666.67
>=19	\$0	\$0

- c. Orthopedic Trauma Response Expectation Metric:

Trauma Response Rate for Tier I and Tier II of National & Local Standards.			
Trauma Response Rate Percentage	Incentive	Annual Compensation	Quarterly Compensation
>80%	100%	\$93,333.33	\$23,333.33
>75%	90%	\$84,000.00	\$21,000.00
>70%	80%	\$74,666.67	\$18,666.67
<70%	0%	\$0	\$0

7. Trauma Compliance: CONTRACTOR shall be paid eight thousand seven hundred fifty dollars (\$8,750) per quarter for maintaining required trauma compliance, regular attendance of trauma compliance meetings, and participating in onsite certification/recertification. CONTRACTOR shall submit for review at the end of each quarter a list of meetings attended for that quarter to the HOSPITAL Chief Medical Officer.
8. Productivity: CONTRACTOR shall have the ability to earn compensation based on Work Relative Value Units ("Work RVUs"). Work RVUs are mutually agreed to be those Work RVUs defined by Centers for Medicare and Medicaid Services (CMS), Area 17, and published in the Federal Register, for work performed by the physician, exclusive of advanced practice providers and using Current Procedural Terminology (CPT) code modifiers as appropriate. Work RVUs used in this calculation shall be updated and become effective once the data is issued by Medicare and AGENCY's reporting systems are updated.

CONTRACTOR may receive additional compensation, calculated and paid quarterly, for clinical services delivered by CONTRACTOR. Work RVUs produced by CONTRACTOR under this Agreement shall be paid based on Exhibit B.

9. CONTRACTOR will provide coverage 365/366 days a year, 7 days a week, 24 hours a day 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-rata reduction in the applicable compensation element.

10. To receive payments, CONTRACTOR must submit an invoice, within thirty (30) days of the end of the month of provision of service, to AGENCY. The invoice must set forth the date of service, description of services, 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. If CONTRACTOR is under either administrative or summary suspension from the Medical Staff or fails to complete Medicare required time studies 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 all compensation under this Agreement may be prorated or withheld entirely until the respective performance issue is resolved, or payment is authorized by the Chief Executive Officer or Chief Medical Officer of HOSPITAL. AGENCY shall pay no interest on any payment which has been withheld in this manner.
12. The compensation specified above shall constitute the full and total compensation from AGENCY for all services, including, without limitation, administrative, teaching, research, if required under this Agreement, and professional, to be rendered by CONTRACTOR pursuant to this Agreement.
13. All payments by AGENCY shall be to an account managed by CONTRACTOR, which shall be responsible for distributing appropriate amounts to its partners and Participating Physicians and Advanced Practice Providers. CONTRACTOR is responsible for establishing and administering said account, and CONTRACTOR shall have no claim against AGENCY so long as AGENCY has made all necessary payments to said account.
14. 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.

EXHIBIT B

1. The following table reflects the baseline Work RVUs and target Work RVUs:

Table 1: Work Relative Value Units Productivity per Calendar Year					
			Tier 1 (Compensation paid at \$32 per WRVU)		Tier 2 (Compensation paid at \$42 per WRVU)
Provider	Specialty	FT Contractor	WRVU Minimum Threshold Quarterly	Maximum Payable WRVUs Quarterly	WRVU Minimum Threshold Quarterly
Benson, Emily, MD	Orthopedic Surgery: Trauma	1	1,125	450	1,575
Early, Sean, MD	Pediatrics: Orthopedic Surgery	0.5	562.5	225	787.5
Hargett, Damayea, MD	Orthopedic Surgery: Trauma	0.5	562.5	225	787.5
Lamb, Ashley, DO	Orthopedic Surgery: Trauma	0.5	562.5	225	787.5
Maguire, Michael, MD	Pediatrics: Orthopedic Surgery	0.5	562.5	225	787.5
Ragsdale, Mary, MD	Orthopedic Surgery: Hip and Joint	1	1,125	450	1,575
Stennette, Denise, MD	Orthopedic Surgery: General	1	1,125	450	1,575
Takara, Tadashi, MD	Orthopedic Surgery: General	1	1,125	450	1,575
Wu, Thomas, MD	Orthopedic Surgery: General	1	1,125	450	1,575