

**SECOND AMENDMENT TO AGREEMENT FOR
MEDICAL SPECIALTY CARE SERVICES**

This Second Amendment to the “Agreement for Medical Specialty Care Services” effective November 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 Oceanview Medical Specialists, a California Medical Corporation (“CONTRACTOR”).

Agreement

The parties hereby agree that the referenced Agreement is amended effective September 1, 2024, as follows:

- A. Exhibit A, Participating Physicians, is replaced in its entirety with the attached Exhibit A.
- B. Attachment I, Responsibilities of CONTRACTOR, is replaced in its entirety with the attached Attachment I.
- C. Attachment II, Compensation of CONTRACTOR, is replaced in its entirety with the attached Attachment II.
- D. Exhibit B is replaced in its entirety with the attached Exhibit B.
- E. Exhibit E is replaced in its entirety with the attached Exhibit E.

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

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

CONTRACTOR:

Oceanview Medical Specialists,
A California Medical Corporation

Dated: _____ By: _____
Scott Underwood, D.O., CEO

AGENCY:

Dated: _____ By: _____
HCA DIRECTOR or DESIGNEE

EXHIBIT A
PARTICIPATING PHYSICIANS AND ADVANCED PRACTICE
PROVIDERS

Cory Nitzel,	M.D.	Cardiology
Kristoff Olson,	M.D.	Cardiology
Sohail Abdi-Moradi,	M.D.	Cardiology
Amita Dharawat,	M.D.	Cardiology
Rikk Lynn,	M.D.	Dermatology
James Weintraub	M.D.	Dermatology
Joseph Pinzone,	M.D.	Endocrinology
Nissar Shah,	M.D.	Endocrinology
Leon Fogelfeld	M.D.	Endocrinology
MD to be Hired		Endocrinology
Timothy Laurie	D.O.	Gastroenterology
Dhruv Verma,	M.D.	Gastroenterology
Natasha Narang	D.O.	Gastroenterology
Scott Underwood,	D.O.	Internal Medicine/Gastroenterology
John Prichard,	M.D.	Immunology/Hematology/Oncology
Melissa Barger,	M.D.	Infectious Disease Hospital
Andrew Sou,	D.O.	Infectious Disease Hospital
Riffat Muzaffer,	M.D.	Infectious Disease Clinic
Ali Maamar-Tayeb,	M.D.	Neurology
Abi Muthukumaran,	M.D.	Neurology
Russell Powell,	M.D.	Neurology
MD to be Hired	M.D.	Neurology
Isabella Chen,	M.D.	Hematology/Oncology
Cassandra Thomas,	M.D.	Hematology/Oncology
Karlos Oregel,	M.D.	Hematology/Oncology
Sarmen Sarkissian,	M.D.	Hematology/Oncology
Michelle	M.D.	Internal Medicine/Oncology

Azimov, Jonathan Sukumar,	D.O.	Physical Medicine & Rehab
Ravi Bajwa,	M.D.	Pulmonary, Critical Care
Bennet Lipper, Stephanie Greger,	M.D.	Pulmonology
Rachel Mory,	M.D.	Rheumatology
Paramjit Singh,	D.O.	Rheumatology
Melissa Ambrosio,	PA- C	Dermatology
Logan Horejsi	PA- C	Dermatology
Karina Jonusas,	PA- C	Gastroenterology
Alexis Murray,	PA- C	Hepatology
Betsy McIntyre,	PA- C	Neurology
Emily Young	PA- C	Oncology
Angelique Dore,	NP	Oncology
On-Call Coverage		
Omid Fatemi,	M.D.	Interventional Cardiology
Tom Kong,	M.D.	Interventional Cardiology
Robert Sogomonian	M.D.	Interventional Cardiology
Nessa Meshkaty	M.D.	Infectious Disease Hospital
Dena Werner	M.D.	Infectious Disease Hospital
Locum Coverage		
Seper Dezfoli	M.D.	Gastroenterology
Paul Sanchez,	M.D.	Gastroenterology
Neal Barth,	M.D.	Oncology
Benito Pedraza,	M.D.	Gastroenterology
Charles Menz,	M.D.	Gastroenterology
Kip Lyche,	M.D.	Gastroenterology

Joel Alpern,	M.D.	Gastroenterology
Chetan Ghonda,	M.D.	Gastroenterology
Stephen Covington,	M.D.	Gastroenterology
Laya Nasrollah,	M.D.	Gastroenterology

ATTACHMENT I
RESPONSIBILITIES OF CONTRACTOR

It is mutually agreed that CONTRACTOR shall have the following responsibilities under the direction of the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Officers:

- A. Effective January 1, 2024, through August 31, 2024, CONTRACTOR shall provide specialty medical services for HOSPITAL and AMBULATORY CARE the equivalent of thirty-two point four (32.4) full-time Participating Physicians and APPs, as described in Table 1. The provision of fewer services shall result in appropriate pro-rating of compensation.

Table 1: Participating Providers expressed as Full Time Equivalents

Specialty	Full-Time Participating Physicians and APPs
Physician - Cardiology	4
Physician - Dermatology	2
Physician - Endocrinology	3.6
Physician - Gastroenterology	2.3
Physician - Immunology, Immunology/HIV	0.7
Physician - Infectious Disease (Hospitalist)	2
Physician - Infectious Disease (Clinic)	1
Physician - Neurology	3.5
Physician - Hematology/Oncology	4.6
Physician - Physical Medicine and Rehabilitation	1
Physician - Pulmonology	1.6
Physician - Rheumatology	2.1
APP- Dermatology	0.9
APP - Gastroenterology	1
APP - Neurology	1
APP - Oncology	1
APP - Hepatology	0.1
Total MDs and APPs	32.4

- B. Effective September 1, 2024, through December 31, 2024, and any calendar year thereafter, CONTRACTOR shall provide specialty medical services for HOSPITAL and AMBULATORY CARE the equivalent of thirty-three point seven (33.7) full-time Participating Physicians and APPs, as described in Table 2. The provision of fewer services shall result in appropriate pro-rating of compensation.

Table 2: Participating Providers expressed as Full Time Equivalents

Specialty	Full-Time Participating Physicians and APPs
Physician - Cardiology	4
Physician - Dermatology	2
Physician - Endocrinology	3.6
Physician - Gastroenterology	3.3
Physician - Immunology, Immunology/HIV	0.7
Physician - Infectious Disease (Hospitalist)	2
Physician - Infectious Disease (Clinic)	1
Physician - Neurology	3.8
Physician - Hematology/Oncology	4.6
Physician - Physical Medicine and Rehabilitation	1
Physician - Pulmonology	1.6
Physician - Rheumatology	2.1
APP - Hepatology	0.1
APP - Dermatology	0.9
APP - Gastroenterology	1
APP - Neurology	1
APP - Oncology	1
Total MDs and APPs	33.7

C. CONTRACTOR shall provide day call during regular business hours (8 AM to 5 PM) for all specialties to meet the needs of HOSPITAL and after-hours and weekend call services for the following specialties as described in Table 3:

Table 3: Specialty Call Services

Specialty Call Services		
Specialty Rendering Call Services	Weekday/Weeknight	Weekend Day
Interventional Cardiology + Afterhours Noninvasive Cardiology	24 hours*	24 hours
Endocrinology	Mon -Fri 5PM-8AM	Sat 8 AM-Mon 8AM

Hematology/Oncology	Mon -Fri 5PM-8AM	Sat 8 AM-Mon 8AM
Infectious Disease	Mon -Fri 5PM-8AM	Sat 8 AM-Mon 8AM
Neurology	n/a	Sat 8 AM-Mon 8AM
Rheumatology	Mon -Fri 5PM-8AM	Sat 8 AM-Mon 8AM

* Interventional Cardiology call 24 hrs., Noninvasive Cardiology Afterhours Monday through Friday 5 PM-8 AM

D. AGENCY shall appoint CONTRACTOR as Medical Director, Medical Specialty Services. AGENCY reserves the right to remove and appoint the Medical Director, Medical Specialty Services, at its discretion.

E. CONTRACTOR shall have, among other duties as shall be mutually agreed, the following responsibilities:

1. Strategic Vision: CONTRACTOR shall work jointly with HOSPITAL to establish the vision and strategic goals, both on a short and long term basis, of HOSPITAL's and AMBULATORY CARE's specialty medical services in line with the overall vision of AGENCY.

2. Quality and Safety:

a. 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 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.

b. Coordinate with HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Officers and various departments in HOSPITAL regarding initiatives that are interdepartmental to cardiology, interventional cardiology, dermatology, endocrinology, gastroenterology, immunology, immunology/HIV medicine, infectious disease, neurology, hematology/oncology, physical medicine and rehabilitation, pulmonology, rheumatology and other specialties as may be added under CONTRACTOR'S duties.

3. Resource Allocation and Oversight:

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

- b. Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Officers to respond to resource shortages to ensure safe and effective care for all patients.
4. Scheduling and oversight of all Participating Physicians and APPs providing specialty medical services as described in paragraph F.
 5. Selecting DEPARTMENT, AMBULATORY CARE clinic, and clinical program leadership in collaboration with the AMBULATORY CARE and HOSPITAL Chief Executive Officers and AMBULATORY CARE and HOSPITAL Chief Medical Officers for the positions listed in Table 4. Medical directors and program directors shall be appointed through mutual consent and HOSPITAL reserves the right to withdraw support from a medical director or program director and to compel CONTRACTOR to appoint a mutually acceptable replacement.

Table 4: Medical directors of DEPARTMENT, medical directors of AMBULATORY CARE clinics, and directors of clinical programs:

Director Leadership Positions:
Medical Director, Cardiology
Medical Director, Dermatology
Medical Director, Endocrinology
Medical Director, Gastroenterology
Medical Director, Hematology/Oncology
Medical Director, Infectious Disease
Medical Director, Immunology
Medical Director, Neurology
Medical Director, Physical Medicine and Rehabilitation
Medical Director, Pulmonary
Medical Director, Rheumatology
Medical Director, MSCW Clinic
Medical Director, Infusion Center
Medical Director, Oncology Clinic
Medical Director, Cardiology Clinic
Program Director, Stroke
Program Director, E-consult
Program Director, HIV (combined with Medical Director, Immunology)
Pulmonary Function Lab, Medical Director
Program Director, Continuous EEG

- a. The medical directors of DEPARTMENT shall provide a minimum average of one and a half (1.5) hours per week to oversight of DEPARTMENT, operations, and development of specialty services

lines.

- b. The medical directors of DEPARTMENT shall on a rotating basis provide leadership, consultation and registered nurse support to HOSPITAL'S Referral Center.
- c. The medical directors of AMBULATORY CARE clinics shall provide a minimum of one and a half (1.5) hours per week to management of all clinic operations.
- d. The directors of clinical programs shall provide a minimum of one and a half (1.5) hours per week to the oversight and management of the respective program.
- e. The medical directors of DEPARTMENT and directors of clinical programs shall have, among other duties as shall be mutually agreed, the following responsibilities:
 - A. Strategic Vision: Medical directors and program directors shall work jointly with HOSPITAL to establish the vision and strategic goals, both on a short- and long-term basis, of the DEPARTMENT or their respective program in accord with the goals of HOSPITAL and AMBULATORY CARE.
 - B. Quality and Safety:
 - i. Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Officers and the Medical Director, Medical Specialty Services 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 Officer and Chief Medical Officers and the Medical Director, Medical Specialty Services on resource allocation including staffing, space, capital equipment investment, supplies, medications and other

resources to meet patient needs.

- ii. Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Officers to respond to resource shortages to ensure safe and effective care for all patients.
- D. Scheduling and oversight of all Participating Physicians and APPs in collaboration with Medical Director, Medical Specialty Services in the DEPARTMENT, or clinical programs, as applicable.
 - E. Coordination and integration of the DEPARTMENT, or clinical programs, as applicable, with all other departments of HOSPITAL.
 - F. Recommending to HOSPITAL and AMBULATORY CARE such equipment, space, supply, and personnel requirements as shall be necessary for the proper function of the DEPARTMENT, or clinical programs, as applicable.
 - G. Assistance in formulation of recommendations for the outpatient treatment of patients of HOSPITAL so as to maximize the efficiencies of the DEPARTMENT or clinical programs operation and utilization.
 - H. Coordination and integration of interdepartmental and intradepartmental services.
 - I. Development and implementation of policies and procedures to guide and support the provision of services.
 - J. Recommending a sufficient number of qualified and competent clinicians to provide care and service, and determination of the qualifications and competencies required of such persons.
 - K. Continuous assessment and improvement of the quality of care and services provided, along with the maintenance of such quality control programs as are appropriate.
 - L. Orientation and continuing education of all persons in the DEPARTMENT and clinical programs, as is appropriate.
- f. The Medical Directors of AMBULATORY CARE clinics shall provide oversight, management of all clinic operations for AGENCY of to include the following, but not limited to:

- a. Oversee and supervise the provision of all services provided at AMBULATORY CARE clinics. This role includes: working with clinic management to organize and coordinate the provision of services, consulting on medical issues needing clarification or solution, and working with the physician staff on provision of care issues, quality and compliance.
- b. Be available to the clinic staff to receive results when those results require attention, and the ordering specialist is not on duty.
- c. Coordinate and oversee care between the AMBULATORY CARE clinics and Participating Physicians and APPs.
- d. Review patient satisfaction surveys.
- e. Assist clinic managers with scheduling coordination, new service development, and patient complaints (case review) and serve as a liaison between administrative leads and providers.
- f. Supervise and aid in the coordination of quality improvement and performance improvement programs.
- g. Assist in the development of written policies and procedural guidelines applicable to the Participating Physicians and APPs in the AMBULATORY CARE clinics which are in accord with current requirements and recommendations of the State of California and the Joint Commission, and to assure that AMBULATORY CARE Participating Physicians and APPS function in conformance with the written policies and procedures.
- h. Assist in the development of appropriate curriculum for 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 services and that curriculum objectives are fulfilled.
- i. Assist in the development of quality assurance mechanisms such as medical chart review, direct supervision, or other methods which may serve to monitor efficiency and quality of emergency services rendered to AMBULATORY CARE clinics patients.

- j. Assist in the development of educational programs for APPs such as nurse practitioners, nurses, and technicians.
- k. Represent the AGENCY within the medical community as AMBULATORY CARE clinic medical directors.
- l. Provide a leadership role within HOSPITAL's Medical Staff, including serving on Medical Staff committees.
- m. Monitor and evaluate the quality and appropriateness of patient care provided by the AMBULATORY CARE clinic Participating Physicians and APPs, in accordance with the Quality Assurance and Utilization Review plans of HOSPITAL and AMBULATORY CARE.
- n. Comply and participate in AMBULATORY CARE's efforts to participate in quality initiatives related to Participating Physician and APP services as sponsored by AGENCY's liability carrier.
- o. Assist in the financial review and the performance review of the AMBULATORY CARE clinic operations, and the entire provision of Participating Physician and APP clinical services.
- p. Coordination and integration of the Participating Physicians and APPs with all other departments of HOSPITAL.
- q. Recommending to HOSPITAL such equipment, space, supply, and personnel requirements as shall be necessary for the proper function of the Participating Physicians and APPs.
- r. Assistance in formulation of recommendations for the outpatient and inpatient treatment of patients of HOSPITAL so as to maximize the efficiencies of Participating Physicians and APPs operation and utilization.
- s. Coordination and integration of interdepartmental and intradepartmental specialty medical services.
- t. Development and implementation of policies and procedures to guide and support the provision of specialty medical services.
- u. Recommending a sufficient number of qualified and competent clinicians to provide specialty medical care and

service, and determination of the qualifications and required competencies of such persons.

- v. Continuous assessment and improvement of the quality of specialty medical care and services provided, along with the maintenance of such quality control programs as are appropriate.
 - w. Orientation and continuing education of all specialty medical services physicians and APPs.
- F. CONTRACTOR shall provide specialty medical services in the following specialties: cardiology, dermatology, endocrinology, gastroenterology, immunology, immunology/HIV medicine, infectious disease, neurology, hematology/oncology, physical medicine and rehabilitation, pulmonology, and rheumatology.
- G. Clinical Services: CONTRACTOR shall provide no less than nine (9) half days of both HOSPITAL and AMBULATORY CARE clinic patient care per week, including clinic visits, consultations, procedures, study interpretation, and telemedicine, per full-time Participating Physician and per APP, up to forty-six (46) weeks per calendar year for physicians with less than five (5) years with CONTRACTOR and forty-five (45) weeks per calendar year for physicians with more than five (5) years with CONTRACTOR.
- H. AMBULATORY CARE Clinical Services: Scheduling of clinics shall be mutually agreed by CONTRACTOR and the AMBULATORY CARE Chief Executive Officer and Chief Medical Officer. CONTRACTOR agrees to make available a minimum of two (2) new patient appointment slots built into the schedule template per half-day clinic per Participating Physician/APP within the constraints of a mutually agreed upon schedule. In the event that new patient appointments are not filled, AMBULATORY CARE staff shall modify appointments into follow up patient visits seventy-two (72) hours in advance of the appointment time. Follow-up appointments can be combined for new patient appointments by referral/clinic staff if not filled within seventy-two (72) hours.
- I. New patient appointments rendered in an FQHC setting shall receive an additional 1.1 Work Relative Value Unit (WRVU) credit per patient towards individual WRVU productivity thresholds. Fewer new patient services shall result in adjusted WRVUs accordingly. AMBULATORY CARE clinical services shall be managed under the direction of the AMBULATORY CARE Chief Executive Officer and Chief Medical Officer.
- J. HOSPITAL Clinical Services: Inpatient consultations, surgical services, and other HOSPITAL services shall be managed under the direction of the HOSPITAL Chief Executive Officer and Chief Medical Officer.

K. CONTRACTOR shall provide the following services in all the specialties listed in Table 1 as applicable to each specialty:

1. Inpatient care, including the intensive care unit and all patient floors.
2. Emergency room coverage.
3. Provision of consulting services to the HOSPITAL Medical Staff.
4. Participation in both formal and informal educational programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
5. In collaboration with other physicians, after hours coverage for specialty consultation.

L. Inpatient Services: The following specialty-specific services will be provided by CONTRACTOR (which specialty-specific services in no way limit the specialty services to be provided hereunder):

1. Inpatient Clinical Services:

- a. Daytime medical specialty call and hospital consultation will be provided by CONTRACTOR for the following specialties: cardiology, dermatology, endocrinology, gastroenterology, hematology/oncology, immunology/HIV, infectious disease, immunology, neurology, physical medicine and rehabilitation, pulmonology, and rheumatology.
- b. Overnight medical specialty call will be provided by CONTRACTOR for the following specialties: cardiology/interventional cardiology, endocrinology, hematology/oncology, infectious disease, neurology, and rheumatology.

2. Cardiology:

- a. CONTRACTOR shall interpret all non-invasive cardiology studies, otherwise known as graphics, performed at HOSPITAL, including but not limited to electrocardiograms (EKG), echocardiograms, treadmills, holter monitors and cardiac stress studies.
- b. CONTRACTOR shall arrange for invasive cardiology evaluation and therapy of patients in HOSPITAL, including but not limited the placement of pacemakers and defibrillators.
- c. CONTRACTOR shall arrange for the provision of professional cardiology services at other facilities for HOSPITAL's patients.

Services shall include but not be limited to heart catheterizations, coronary angiography and coronary angioplasty.

3. Interventional Cardiology and After-Hours Non-Invasive Cardiology Call Services:

- a. Inpatient cardiac care, including the intensive care unit and all patient floors.
- b. Emergency room cardiology coverage.
- c. Provision of consulting cardiology and interventional cardiology services for hospitalists.
- d. Performance and interpretation of all non-invasive studies, otherwise known as “graphics,” performed at HOSPITAL, including, but not limited to EKGs, echocardiograms, treadmills, holter monitors, stress tests, and transesophageal echocardiograms.
- e. Arrange for the provision of invasive cardiology evaluation and therapy to patients of HOSPITAL, including but not limited to coronary angiography and/or coronary angioplasty, placement of hemodynamic support devices, pulmonary artery catheters, transvenous pacemakers, and permanent pacemakers whether performed at HOSPITAL or at any other facility.
- f. Help to maintain the proper call schedule, availability and all other necessary organizational issues associated with the provisions of specialty medical services.
- g. Monitor and evaluate the quality and appropriateness of patient care provided by the Cardiology Department, in accordance with the Quality Assurance and Utilization Review plans of HOSPITAL and AMBULATORY CARE.
- h. Be available by phone within thirty (30) minutes and within a reasonable distance from HOSPITAL, for all consultations and call requests during call service hours. Failure to respond to a call in a timely fashion will result in forfeit of compensation. Failure to provide in-person consultation as requested by HOSPITAL attending services will result in forfeit of compensation.
- i. Provide clear documentation of consultation whether done by phone or in person when appropriate.
- j. Provide clear documentation of all procedures performed whether performed at HOSPITAL or at any other facility.

- k. Cardiology call service shall be provided 365 days per year, 7 days per week, 24 hours per day. To receive compensation, CONTRACTOR is expected to assign to the weekday call cardiology team new cardiology cases that arose during the call shift, including new patient consultations, ongoing cardiac inpatient care, ICU coverage and other pending cardiology service requests.
4. Infectious Disease HOSPITAL Services: CONTRACTOR shall support the Infection Control Medical Director in efforts related to the Infection Control Program, including review of epidemiologic data, clinical practice guideline and policy development, antibiotic stewardship and participation in performance improvement projects as they relate to infection control.
5. Infectious Disease AMBULATORY CARE Clinic Services: CONTRACTOR shall provide nine (9) half-day clinics per week at Sierra Vista Family Medical Clinic and other clinics of AGENCY and one (1) half-day per week of administrative time, for a minimum of forty-five (45) weeks per calendar year. Clinic half-days shall be defined as a minimum of four (4) hours of scheduled patient care beginning at 8:00 a.m. to 12:00 p.m. or 1:00 p.m. to 5:00 p.m. Scheduling of clinics shall be mutually agreed by CONTRACTOR and the AMBULATORY CARE Chief Executive Officer and AMBULATORY CARE Chief Medical Officer. The number of required clinic half-days may be increased or decreased by mutual consent to achieve optimal provision of all clinical services described herein.
6. Gastroenterology Services: CONTRACTOR shall provide gastroenterology physicians to provide clinic inpatient consultation and procedures for HOSPITAL and AMBULATORY CARE, as requested by the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Officers.
7. Pulmonology: CONTRACTOR shall interpret pulmonary function testing done at HOSPITAL and as requested serve as Pulmonary Function Laboratory Medical Director. CONTRACTOR shall perform bronchoscopies as needed.
8. Hematology/Oncology: CONTRACTOR shall provide clinical oversight, and participate in regular administrative meetings and review of fiscal and clinical policies and procedures of HOSPITAL's Oncology Infusion Center. Said services include but are not limited to placement of indwelling venous catheters, bone marrow aspiration and biopsy, lumbar puncture, and skin and lymph node biopsy.
9. Neurology: CONTRACTOR shall provide interpretation of electrodiagnostics, electroencephalograms (EEGs), electromyograms

(EMGs), and nerve conduction study interpretations to meet the needs of HOSPITAL's patients.

10. Physical Medicine and Rehabilitation: CONTRACTOR shall support the Physical Medicine and Rehabilitation Medical Director in efforts to develop, update and maintain HOSPITAL's rehabilitation services.

- a. CONTRACTOR shall ensure the Physical Medicine and Rehabilitation Medical Director is available for consultation on any trauma patients in HOSPITAL.
- b. CONTRACTOR shall ensure the Physical Medicine and Rehabilitation Medical Director is available to the inpatient therapy team to assess for physiatrist input into the care they are providing.
- c. CONTRACTOR shall ensure that Physical Medicine and Rehabilitation Medical Director assists with the management of patients with impairments secondary to stroke, traumatic brain injuries, musculoskeletal pain, and other conditions for which physiatrist consultation and procedures are likely to benefit the patient.

11. Hepatology: CONTRACTOR shall provide an APP to provide hepatology and addiction medicine services for one (1) half-day clinic per week for fifty two (52) weeks per calendar year. CONTRACTOR shall provide hepatology clinical services including outpatient clinical consultations, viral hepatitis program management, and facilitate transitions of care to tertiary care centers for advanced care needs including but not limited to procedures such as transjugular intrahepatic portosystemic shunt (TIPS), and liver transplant evaluations.

M. New Physicians and APPs: CONTRACTOR shall require new Participating Physicians and APPs to demonstrate proficiency in AGENCY's electronic health records system and complete AGENCY's compliance training within the first month of service. AGENCY shall credit CONTRACTOR for new Participating Physician Tier 1 WRVUs productivity levels for the first month of services, and APPs at Tier 1 WRVU productivity levels for first six (6) months of services.

N. Supervision of Family Medicine or Specialist Physician Resident, APPs and Medical Students: CONTRACTOR shall provide supervision of work performed by family medicine or specialist physician residents, APPs, and medical students as required to perform specialty medical services or as requested by HOSPITAL or AMBULATORY CARE. Supervision of family medicine or specialist physician residents and medical students shall be approved by AGENCY's Designated Institutional Officer (DIO) prior to providing supervision. Teaching and curriculum shall be reviewed and

approved by the DIO. APPs shall be assigned for supervision to one (1) physician per day. Supervision for the work performed shall be in accordance with the requirements of the Medical Board of California, the California Board of Registered Nursing, California Board of Physician Assistants, or any other regulatory body, as applicable.

- O. Quarterly Operations Review: CONTRACTOR shall participate in quarterly operations review meetings with the AMBULATORY CARE and HOSPITAL Chief Executive Officers and Chief Medical Officers. CONTRACTOR shall inform the AMBULATORY CARE and HOSPITAL Chief Executive Officers and Chief Medical Officers of any patient care encounters that require support and resolution, operational challenges, and process improvement opportunities in the operations of the medical specialty services.
- P. Time Studies: CONTRACTOR’s time will be allocated so as to approximate the following percentages.

	Medical Directors, DEPARTMENT, Medical Directors, AMBULATORY CARE Clinics, and Program Directors	Attending Physicians	Clinical Only Subcontracted Physicians
Hospital Services	15%	5%	0%
Patient Services	75%	85%	100%
Research	0%	0%	0%
Teaching	10%	10%	0%

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. AGENCY may amend the allocation of CONTRACTOR’s time with written notice by the HOSPITAL or AMBULATORY CARE Chief Medical Officer, as applicable by specialty. CONTRACTOR may request in writing from HOSPITAL approval to modify a time study allocation, in the event a Participating Provider has a unique set of job duties which result in a different distribution of their work hours.

- Q. CONTRACTOR shall cooperate with and assist other members of the Medical Staff of HOSPITAL in preparation of clinical reports for publication and CONTRACTOR will use its best efforts to enhance the reputation of the Medical Staff in the field of unusual or interesting studies made on their service.

- R. CONTRACTOR shall comply with the policies, rules and regulations of AGENCY subject to state and federal laws covering the practice of medicine, and with all applicable provisions of law relating to licensing and regulation of physicians and hospitals.
- S. CONTRACTOR agrees all Participating Physicians and APPs will be board certified or otherwise meet the requirements of the Medical Staff in their respective specialty in accordance with HOSPITAL's guidelines.
- T. CONTRACTOR agrees to treat patients without regard to patients' 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, gender, 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 Oceanview Medical Specialists, a California Medical Corporation. CONTRACTOR may not substitute services by another entity without approval of the Chief Medical Officers of HOSPITAL and AMBULATORY CARE.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

1. Monthly Base:

- a. Effective January 1, 2024, through August 31, 2024, CONTRACTOR shall be paid nine hundred forty-nine thousand three hundred forty dollars and thirty-seven cents (\$949,340.37) per month for thirty-two point four (32.4) full-time equivalent Participating Physicians and APPs to perform the clinical responsibilities outlined in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of clinics, calendar of clinics tracking new patient WRVU allowances, surgical procedures, and operating room procedures, 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. The provision of fewer services shall result in a pro-rata reduction in monthly compensation.
- b. Effective September 1, 2024, through December 31, 2024, CONTRACTOR shall be paid nine hundred ninety-seven thousand one hundred eight dollars and thirty-four cents (\$997,108.34) per month for thirty-three point seven (33.7) full-time equivalent Participating Physicians and APPs to perform the clinical responsibilities outlined in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include the number of clinics, calendar of clinics tracking new patient WRVU allowances, surgical procedures, and operating room procedures, 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. The provision of fewer services shall result in a pro-rata reduction in monthly compensation.
- c. Effective January 1, 2025, through December 31, 2025, CONTRACTOR shall be paid one million thirty-two thousand four hundred ninety-one dollars and four cents (\$1,032,491.04) per month for thirty-three point seven (33.7) full-time equivalent Participating Physicians and APPs to perform the clinical responsibilities outlined in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include the number of clinics, calendar of clinics tracking new patient WRVU allowances, surgical procedures, and operating room procedures, 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. The provision of fewer services shall result in a pro-rata reduction in monthly compensation.

2. Relative Value Unit Metrics: CONTRACTOR shall have the ability to earn compensation based on Work Relative Value Units (“WRVUs”). WRVUs are mutually agreed to be those WRVUs defined by the Centers for Medicare and Medicaid Services (CMS), Area 17, and published in the Federal Register, for work performed by the physician and APPs and using Current Procedural Terminology (CPT) code modifiers as appropriate. WRVUs used in this calculation shall be updated and become effective once the data is issued by Medicare and AGENCY’s reporting systems are updated.
 - A. Effective January 1, 2024, through August 31, 2024, CONTRACTOR shall be paid an advance of two hundred seventy-three thousand seven hundred thirty-five dollars and thirteen cents (\$273,735.13) per month in anticipation of achievement of the WRVU thresholds outlined in Exhibit B hereto. The amount paid in monthly advances shall be reconciled by no later than January 31, 2025, and by no later than January 31 of each subsequent year against CONTRACTOR’s annualized production of actual WRVUs by specialty as provided in Exhibit B.
 - B. Effective September 1, 2024, through December 31, 2024, and any calendar year thereafter, CONTRACTOR shall be paid an advance of two hundred eighty-seven thousand five hundred twenty-seven dollars and fifteen cents (\$287,527.15) per month in anticipation of achievement of the WRVU thresholds outlined in Exhibit B hereto. The amount paid in monthly advances shall be reconciled at the end of each calendar year against CONTRACTOR’s annualized production of actual WRVUs by specialty as provided in Exhibit B.
 - C. CONTRACTOR shall create a summary report to be generated and submitted for review and reconciliation to the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Officers by no later than January 31, 2025, and by no later than January 31 of each subsequent year. To the extent that the maximum payment for the achievement of WRVUs was not fully earned, CONTRACTOR shall repay the difference to AGENCY within thirty (30) days of the reconciliation.
 - D. AGENCY shall make reasonable efforts to accommodate CONTRACTOR by adding billing codes CONTRACTOR requests to be added to the HOSPITAL electronic health record system for the purposes of a more complete and accurate recording of CONTRACTOR’s WRVU achievement.

3. Quality Improvement Metrics

- a. Effective January 1, 2024, through August 31, 2024:
 - A. CONTRACTOR shall be paid for the achievement of the quality improvement metrics described in Exhibit E hereto.
 - B. CONTRACTOR shall be paid an advance of forty-eight thousand two hundred thirty-six dollars and forty three cents (\$48,236.43) per month in anticipation

of the achievement of quality improvement metrics for that month across all departments. The amount paid in monthly advances shall be reconciled as described below against CONTRACTOR's actual achievement of quality metrics by specialty as provided in Exhibit E.

- C. CONTRACTOR in collaboration with HOSPITAL's Quality Management Department shall create a summary report to be generated and submitted for review and reconciliation to the AMBULATORY CARE Chief Executive Officer and HOSPITAL's Medical Director by no later than September 30, 2024. To the extent the advance payments for quality improvement metrics were not fully earned, CONTRACTOR shall repay the difference to AGENCY within thirty (30) days of the reconciliation.
 - D. CONTRACTOR in collaboration with HOSPITAL's Quality Management Department shall coordinate to produce, retrieve and review necessary reports that indicate performance of the respective quality metrics thresholds. Such reports shall be produced on a monthly basis for CONTRACTOR's review and implementation of appropriate strategies in an effort to meet the monthly thresholds.
 - E. In the event that reports and/or data relating to the quality improvement metrics may be unavailable or inaccurate due to circumstances that are out of the control of CONTRACTOR, AGENCY may pro-rate the respective thresholds and adjust data based on CONTRACTOR's achievement of the affected metrics in the most recent period for which accurate reports and data are available.
- b. Effective September 1, 2024, through December 31, 2024, and any calendar year thereafter:
- A. CONTRACTOR shall be paid for the achievement of the quality improvement metrics described in Exhibit E hereto.
 - B. CONTRACTOR shall be paid an advance of fifty thousand eight hundred four dollars and sixty cents (\$50,804.60) per month in anticipation of the achievement of quality improvement metrics for that month across all departments. The amount paid in monthly advances shall be reconciled at the end of each calendar year against CONTRACTOR's actual achievement of quality metrics by specialty as provided in Exhibit E.
 - C. CONTRACTOR in collaboration with HOSPITAL's Quality Management Department shall create a summary report to be generated and submitted for review and reconciliation to the AMBULATORY CARE Chief Executive Officer and HOSPITAL's Medical Director by no later than January 31, 2025, for the period of September 1, 2024 through December 31, 2024, and by no later than January 31 of each subsequent year for the previous calendar year. To the extent the advance payments for quality improvement metrics were not fully earned, CONTRACTOR shall repay the difference to AGENCY within

thirty (30) days of the reconciliation.

D. CONTRACTOR in collaboration with HOSPITAL’s Quality Management Department shall coordinate to produce, retrieve and review necessary reports that indicate performance of the respective quality metrics thresholds. Such reports shall be produced on a monthly basis for CONTRACTOR’s review and implementation of appropriate strategies in an effort to meet the monthly thresholds.

E. In the event that reports and/or data relating to the quality improvement metrics may be unavailable or inaccurate due to circumstances that are out of the control of CONTRACTOR, AGENCY may pro-rate the respective thresholds and adjust data based on CONTRACTOR’s achievement of the affected metrics in the most recent period for which accurate reports and data are available.

4. Director Fees: CONTRACTOR shall be paid twenty thousand dollars (\$20,000) per month for medical director of DEPARTMENT, medical director of AMBULATORY CARE clinic, and clinical program director services as outlined in Table 5 below:

Table 5: Leadership Positions and Compensation

	Leadership Positions	Annual Compensation
1	Medical Director, Cardiology	\$12,000
2	Medical Director, Dermatology	\$12,000
3	Medical Director, Endocrinology	\$12,000
4	Medical Director, Gastroenterology	\$12,000
5	Medical Director, Hematology/Oncology	\$12,000
6	Medical Director, Infectious Disease	\$24,000
7	Medical Director, Immunology	\$12,000
8	Medical Director, Neurology	\$12,000
9	Medical Director, Physical Medicine and Rehabilitation	\$12,000
10	Medical Director, Pulmonary	\$12,000
11	Medical Director, Rheumatology	\$12,000
12	Medical Director, MSCW Clinic	\$12,000
13	Medical Director, Infusion Center	\$12,000
14	Medical Director, Oncology Clinic	\$12,000
15	Medical Director, Cardiology Clinic	\$12,000

16	Program Director, Stroke	\$12,000
17	Program Director, E-consult	\$12,000
18	Program Director, HIV (combined with Medical Director, Immunology)	\$0
19	Pulmonary Function Lab, Medical Director	\$12,000
20	Program Director, Continuous EEG	\$12,000

CONTRACTOR shall provide a monthly list of names of the current medical directors of DEPARTMENT, medical directors of AMBULATORY CARE clinic, and clinical program directors attached to the monthly invoice. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed for each medical director of DEPARTMENT, medical director of AMBULATORY CARE clinic, and clinical program director services to include time spent, inclusive of meetings, charts reviews, education and training, and other activities, as applicable, and include it with the list of names in the 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. Call Services: CONTRACTOR shall be paid sixty-three thousand seven hundred eighty-three dollars and thirty-three cents (\$63,783.33) per month for provision of specialty call services as outlined in Table 6. 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.

Table 6: Specialty Call Services				
Specialty Rendering Call Services	Weekday/Weeknight	Weekend Day	Weekday flat fee	Weekend & Holiday flat fee per day
Interventional Cardiology & Afterhours Noninvasive Cardiology	24 hours*	24 hours	\$600	\$1,310
Endocrinology	Mon -Fri 5PM-8AM	Sat 8 AM-Mon 8AM	\$115	\$500
Hematology & Oncology	Mon -Fri 5PM-8AM	Sat 8 AM-Mon 8AM	\$215	\$800
Infectious Disease	Mon -Fri 5PM-8AM	Sat 8 AM-Mon 8AM	\$130	\$600

Neurology	n/a	Sat 8 AM- Mon 8AM		\$400
Rheumatology	Mon -Fri 5PM- 8AM	Sat 8 AM- Mon 8AM	\$100	\$550

* Interventional Cardiology call 24 hours, Noninvasive Cardiology Afterhours Monday through Friday 5 PM-8 AM

6. Operational Expenses: CONTRACTOR shall be paid fifty thousand two hundred forty-five dollars and eighty-three cents (\$50,245.83) per month for the management of administrative services related to the operation of medical specialty services. Expenses may include: office manager employed by CONTRACTOR, rent, professional fees, and other expenses necessary for the provision of services under this Agreement.

7. Supervision of Family Medicine or Specialist Physician Resident, APPs and Medical Students: CONTRACTOR shall be paid five hundred dollars (\$500) per week per Participating Physician providing supervision services to APPs providing services under this Agreement for fifty-two (52) weeks per calendar year. CONTRACTOR shall be paid twenty-five dollars (\$25) per day per Participating Physician providing supervision services to family medicine or specialist physician residents, and medical students. CONTRACTOR shall assign each APP to one (1) physician per day and shall track and prepare a monthly detailed summary of activities performed, as applicable. In the event that supervision is provided to an APP working on a part-time basis, the \$500 weekly payment will be prorated accordingly. CONTRACTOR shall provide documentation of DIO approvals to the monthly invoice for teaching of family medicine or specialist physician residents and medical students. 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.

8. Physician and APPs Pro-ration: CONTRACTOR shall be compensated only for Participating Physicians and APPs who have provided services under this Agreement. No compensation shall be paid for physicians or APPs who have not yet commenced work. The following deductions from monthly base compensation shall apply:
 - a. Dermatology services of one (1) full-time Participating Physician is valued at a monthly total of fifty thousand four hundred eighty-one dollars and twenty-eight cents (\$50,481.28).
 - b. Endocrine services of zero point six (0.6) full-time Participating Physician is valued at fifteen thousand five hundred forty-six dollars and eighty cents (\$15,546.80) per month.
 - c. Oncology services of one (1) full-time APP (nurse practitioner) is valued at thirteen thousand four hundred seventy-seven dollars and twenty-one cents (\$13,477.21)

per month.

- d. Additional amounts shall be deducted from monthly compensation for any other Participating Physicians or APPs terminating their services throughout the duration of this Agreement. CONTRACTOR shall provide notice to AGENCY and reconcile compensation for services, as applicable.
9. All payments by AGENCY shall be to an account entitled "Oceanview Medical Specialists, a California Medical Corporation," Tax ID # 81-4148507. CONTRACTOR shall be responsible for establishing and administering said account, and neither CONTRACTOR nor any Participating Physician shall have any claim against AGENCY so long as AGENCY has made all necessary payments to said account. Nothing within this Agreement shall be construed to create a partnership or other profit-sharing arrangement among the CONTRACTOR, AGENCY, or any Participating Physician.
 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. If CONTRACTOR is under suspension from the Medical Staff 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 suspension(s) are lifted, the documentation completed, 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. 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

Work Relative Value Units Productivity

1. Effective January 1, 2024, through August 31, 2024:

			Tier 1						Tier 2
Department	FT Contractor	Total Number of FT Contractors	WRVU Compensation* per 1.0 FT Contractor	Total Department WRVU Funding for WRVU Minimum	WRVU Minimum per 1.0 FT Contractor	WRVU Threshold per 1.0 FT Contractor	WRVU Minimum Adjusted per FT Contractor	WRVU Threshold per Adjusted per FT Contractor	\$/WRVU Rate Compensation for WRVU
Cardiology	1	4	\$76,288.20	\$305,152.80	5009	6456	5009	6456	\$67.34
Dermatology	1	2	\$102,673.78	\$205,347.56	5488	6902	5488	6902	\$67.80
Endocrine	1	3.6	\$52,701.00	\$189,723.60	3199	4259	3199	4259	\$66.90
Gastroenterology	1	2.3	\$103,958.20	\$239,103.86	5126	6366	5126	6366	\$60.80
Immunology	0.7	0.7	\$70,268.80	\$49,188.16	2371	3141	1660	2199	\$104.31
Infectious Disease (Hospitalist)	1	2	\$44,487.90	\$88,975.80	2609	3822	2609	3822	\$44.32
Infectious Disease (Clinic)	1	1	\$59,317.20	\$59,317.20	2609	3822	2609	3822	\$44.32
Neurology	1	3.5	\$64,380.20	\$225,330.70	2967	4129	2967	4129	\$78.88
Oncology	1	4.6	\$89,284.40	\$410,708.24	3269	4261	3269	4261	\$78.02
Physiatry	1	1	\$67,100.80	\$67,100.80	3410	4148	3410	4148	\$88.60
Pulmonology	0.8	1.6	\$79,251.60	\$126,802.56	3716	4934	2973	3947	\$82.30
Rheumatology	1	2.1	\$56,358.60	\$118,353.06	3520	4388	3520	4388	\$82.90

APP - Dermatology	0.9	0.9	\$31,091.80	\$27,982.62	2788	4124	2509	3712	\$46.80
APP - Gastroenterology	1	1	\$23,658.80	\$23,658.80	1243	1696	1243	1696	\$61.11
APP - Neurology	1	1	\$22,345.60	\$22,345.60	1247	1938	1247	1938	\$47.07
APP - Oncology	1	1	\$18,660.75	\$18,660.75	932	1524	932	1524	\$42.88

2. Effective September 1, 2024, through December 31, 2024, and any calendar year thereafter:

			Tier 1						Tier 2
Department	FT Contractor	Total Number of FT Contractors	WRVU Compensation* per 1.0 FT Contractor	Total Department WRVU Funding for WRVU Minimum	WRVU Minimum per 1.0 FT Contractor	WRVU Threshold Exhper 1.0 FT Contractor	WRVU Minimum Adjusted per FT Contractor	WRVU Threshold per Adjusted per FT Contractor	\$/WRVU Rate Compensation for WRVU
Cardiology	1	4	\$76,288.20	\$305,152.80	5009	6456	5009	6456	\$67.34
Dermatology	1	2	\$102,637.78	\$205,347.56	5488	6902	5488	6902	\$67.80
Endocrine	1	3.6	\$52,701.00	\$189,723.60	3199	4259	3199	4259	\$66.90
Gastroenterology	1	3.3	\$103,958.20	\$343,062.06	5126	6366	5126	6366	\$60.80
Immunology	0.7	0.7	\$70,268.80	\$49,188.16	2371	3141	1660	2199	\$104.31
Infectious Disease (Hospitalist)	1	2	\$44,487.90	\$88,975.80	2609	3822	2609	3822	\$44.32
Infectious Disease (Clinic)	1	1	\$59,317.20	\$59,317.20	2609	3822	2609	3822	\$44.32
Neurology	1	3.8	\$64,380.20	\$244,644.76	2967	4129	2967	4129	\$78.88
Oncology	1	4.6	\$89,284.40	\$410,708.24	3269	4261	3269	4261	\$78.02

Physiatry	1	1	\$67,100.80	\$67,100.80	3410	4148	3410	4148	\$88.60
Pulmonology	0.8	1.6	\$79,251.60	\$126,802.56	3716	4934	2973	3947	\$82.30
Rheumatology	1	2.1	\$56,358.60	\$118,353.06	3520	4388	3520	4388	\$82.90
APP - Dermatology	0.9	0.9	\$31,091.80	\$27,982.62	2788	4124	2509	3712	\$46.80
APP - Gastroenterolog y	1	1	\$23,658.80	\$23,658.80	1243	1696	1243	1696	\$61.11
APP - Neurology	1	1	\$22,345.60	\$22,345.60	1247	1938	1247	1938	\$47.07
APP - Oncology	1	1	\$18,660.75	\$18,660.75	932	1524	932	1524	\$42.88

EXHIBIT E

Table 1:

Specialty	Metrics	Target/Thresholds	Notes
All	Third Next Available Appointment	15 business days	Department-Based, Quarterly Average. Adjusted scale for <30 days or % improvement
	Tobacco Assessment and Counseling	95.25%	Total, Yearly
	3-Day Turn Around Time for e-Consult	62.80%	Department-Based, Quarterly Average
	Minimum Scheduled Visits per Half Day	See table 3	Department Specific, Quarterly Average
Cardiology	Statin Therapy for the Prevention and Treatment of CVD	68.35%	Department-Based, Yearly
	CAD ACE-inhibitor or ARB therapy for DM or LVEF < 40%	85.05%	Department-Based, Yearly
	Read routine cardiac studies within 5 business days	90.00%	Department-Based, Yearly
Diabetes/Endocrine	Comprehensive Diabetes Control: HbA1c	35.52%	Department-Based, Yearly
	Poor Control		Department-Based, Yearly
	Comprehensive Diabetes Control: Eye Exam	50.15%	Department-Based, Yearly

	Kidney Health Evaluation for Patients with Diabetes	88.3%	Department-Based, Yearly
	Health Equity: CDC HBA1c Poor Control - Black/African American; Hispanic/ Latinx	Black/AA: 37.09% Hispanic/Latinx: 35.82%	Department-Based, Yearly
Immunology/HIV	HIV Viral Load Suppression	77.30%	Department-Based, Yearly
Pulmonary	Asthma Medication Ratio	58.69%	Department-Based, Yearly
Totals			

Definitions for Quality Metrics:

1. Third Next Available Appointment:

- a. **Definition:** The number of days until the 3rd open appointment can be identified averaged across all specialists who are not on leave.
- b. **Target:** 15 business days (100% achievement), 16-30 business days (50% achievement).
- c. **Source:** AGENCY EHR.

2. 3-Day Turn Around Time for e-Consult: Respond to requests for eConsult within 3 calendar days (72 hours) with individualized message.

3. Minimum scheduled encounters: Specialty providers must be scheduled for a minimum of 8 clinical patients per half day.

4. Tobacco Assessment and Counseling: Complete annual tobacco screening for all patients 18 years old and older by completing the Current Tobacco Use question on either the Pediatric Health Maintenance or Pediatric Ambulatory Care intake form or the Adult Ambulatory Care intake form Social History section.

5. Read routine cardiac studies within 5 business days: Measures that all completed cardiac studies, including exercise treadmill

tests, nuclear stress tests, holter monitors, ziopatches and echocardiograms are read with a report placed in Cerner within 5 business days of study completion.

6. **Statin Therapy for the Prevention and Treatment of CVD:** During the measurement year, percentage of the following patients - all considered at high risk of cardiovascular events – who were prescribed or were on statin therapy:
 - a. Adults aged ≥ 21 years who were previously diagnosed with or currently have an active diagnosis of clinical atherosclerotic cardiovascular disease (ASCVD); OR
 - b. Adults aged ≥ 21 years who have ever had a fasting or direct low-density lipoprotein cholesterol (LDL-C) level ≥ 190 mg/dL or were previously diagnosed with or currently have an active diagnosis of familial or pure hypercholesterolemia; OR
 - c. Adults aged 40-75 years with a diagnosis of diabetes with a fasting or direct LDL-C level of 70-189 mg/dL.

7. **CAD ACE-inhibitor or ARB therapy for DM or LVEF < 40%:** During the measurement period, prescribe or ensure proper documentation of currently taking an ACE inhibitor or ARB therapy to individuals 18 years and older who have a diagnosis of coronary artery disease and diabetes or coronary artery disease and current or prior left ventricular ejection fraction < 40%.

8. **Comprehensive Diabetes Control: HbA1c Poor Control <8%:** During the measurement period, individuals 18-75 years of age with diabetes (Type 1 and Type 2) whose most recent HbA1c level is <8.0% prior to specialty encounter discharge. Individuals are identified as having diabetes if they met any of the following criteria during the measurement year or the year prior to the measurement year:
 - a. At least two outpatient visits, observation visits, ED visits, or nonacute inpatient encounters on different dates of service, with a diagnosis of diabetes. Visit type need not be the same for the two visits.
 - b. At least one acute inpatient encounter with a diagnosis of diabetes.

9. **Health Equity: CDC HBA1c Poor Control - Black/African American; Hispanic/ Latinx:** During the measurement period, Black/ African American and Hispanic/ Latinx individuals 18-75 years of age with diabetes (Type 1 and Type 2) whose most recent HbA1c level is <8.0% prior to specialty encounter discharge. Black/ African American and Hispanic/ Latinx individuals are identified as having diabetes if they met any of the following criteria during the measurement year or the year prior to the measurement year:
 - a. At least two outpatient visits, observation visits, ED visits, or nonacute inpatient encounters on different dates of service, with a diagnosis of diabetes. Visit type need not be the same for the two visits.
 - b. At least one acute inpatient encounter with a diagnosis of diabetes.

10. **Comprehensive Diabetes Control:**

- a. **Eye Exam:** During the measurement period, screen or monitor for diabetic retinal disease. This includes diabetics who had either: a retinal or dilated eye exam by an eye care professional (optometrist or ophthalmologist) in the year or a negative retinal or dilated exam (negative for retinopathy) by an eye care professional (optometrist or ophthalmologist) in the year prior.
- b. **Kidney Health Evaluation for Patients with Diabetes:** During the measurement period, the percentage of individuals 18–85 years of age with diabetes (type 1 and type 2) who received a kidney health evaluation, defined by an estimated glomerular filtration rate (eGFR) and a urine albumin-creatinine ratio (uACR), during the measurement year.

11. **HIV Viral Load Suppression:** During the measurement year, proportion of patients, regardless of age, with a diagnosis of HIV with a HIV viral load less than 200 copies/mL at last HIV viral load test.

12. **Asthma Medication Ratio:** During the measurement year, the percentage of individuals 5-64 years of age who were identified as having persistent asthma and had a ratio of controller medications to total asthma medications of 0.50 or greater.

Table 2: Quality Metric Compensation

1. Effective January 1, 2024, through August 31, 2024:

Department	Full-Time Contractors	Quality Funding (5% Median WMGMA)	Total Department Quality Funding	Fund per Metrics	Number of Metrics
Cardiology	4	\$ 25,429.40	\$ 101,717.60	\$ 3,632.77	7
Dermatology	2	\$ 25,668.45	\$ 51,336.89	\$ 6,417.11	4
Endocrine	3.6	\$ 13,175.25	\$ 47,430.90	\$ 1,646.91	8
Gastroenterology	2.3	\$ 25,989.55	\$ 59,775.97	\$ 6,497.39	4
Immunology/HIV	0.7	\$ 17,567.20	\$ 12,297.04	\$ 3,513.44	5
Infectious Disease - Hospital	2	\$ 14,829.30	\$ 29,658.60	\$ 3,707.33	4
Infectious Disease - Clinic	1	\$ 14,829.30	\$ 14,829.30	\$ 3,707.33	4
Neurology	3.5	\$ 16,095.05	\$ 56,332.68	\$ 4,023.76	4
Oncology	4.6	\$ 22,321.10	\$ 102,677.06	\$ 5,580.28	4
Physiatry	1	\$ 16,775.20	\$ 16,775.20	\$ 3,355.04	5
Pulmonology	1.6	\$ 19,812.90	\$ 31,700.64	\$ 4,953.23	4

Rheumatology	2.1	\$ 14,089.65	\$ 29,588.27	\$ 3,522.41	4
APP - Dermatology	0.9	\$ 7,772.95	\$ 6,995.66	\$ 1,943.24	4
APP - Gastroenterology	1	\$ 5,914.70	\$ 5,914.70	\$ 1,478.68	4
APP - Neurology	1	\$ 5,586.40	\$ 5,586.40	\$ 1,396.60	4
APP - Oncology	1	\$ 6,220.25	\$ 6,220.25	\$ 1,555.06	4
Totals			\$ 578,837.14		

2. Effective September 1, 2024, through December 31, 2024, and any calendar year thereafter:

Department	Full Time Contractors	Quality Funding (5% Median WMGMA)	Total Department Quality Funding	Fund per Metrics	Number of Metrics
Cardiology	4	\$25,429.40	\$101,717.60	\$3,632.77	7
Dermatology	2	\$25,668.45	\$51,336.90	\$6,417.11	4
Endocrine	3.6	\$13,175.25	\$47,430.90	\$1,646.91	8
Gastroenterology	3.3	\$25,989.55	\$85,765.52	\$6,497.39	4
Immunology/HIV	0.7	\$17,567.20	\$12,297.04	\$3,513.44	5
Infectious Disease - Hospital	2	\$14,829.30	\$29,658.60	\$3,707.33	4
Infectious Disease - Clinic	1	\$14,829.30	\$14,829.30	\$3,707.33	4
Neurology	3.8	\$16,095.05	\$61,161.19	\$4,023.76	4
Oncology	4.6	\$22,321.10	\$102,677.06	\$5,580.28	4
Physiatry	1	\$16,775.20	\$16,775.20	\$3,355.04	4
Pulmonology	1.6	\$19,812.90	\$31,700.64	\$4,953.23	5
Rheumatology	2.1	\$14,089.65	\$29,588.27	\$3,522.41	4
APP - Dermatology	0.9	\$7,772.95	\$6,995.66	\$1,943.24	4

APP - Gastroenterology	1	\$5,914.70	\$5,914.70	\$1,478.68	4
APP - Neurology	1	\$5,586.40	\$5,586.40	\$1,396.60	4
APP - Oncology	1	\$6,220.25	\$6,220.25	\$1,555.06	4
Totals			\$609,655.22		

Table 3: Minimum Scheduled Visits per Half-Day, includes 1 urgent appointment. 1 New patient appointment is equal to 2 Follow-up patient appointments.

Department	Minimum Scheduled Visits Per Half-Day on average
Cardiology	9
Dermatology	12
Endocrine	9
Gastroenterology	8
Immunology and HIV	8
Infectious Disease	8
Neurology	8
Oncology	8
PM&R	8
Pulmonary	8
Rheumatology	8
APP - Dermatology	8
APP - Gastroenterology	8
APP - Neurology	8
APP - Oncology	8