

**FOURTH AMENDMENT TO AGREEMENT FOR
DIRECTOR, ASSOCIATE DIRECTOR, AND ATTENDING PHYSICIANS,
OBSTETRICS AND GYNECOLOGY SERVICES, DIRECTOR, PERINATOLOGY
SERVICES, CERTIFIED NURSE MIDWIVES SERVICES AND ADDITIONAL
OBSTETRICS AND GYNECOLOGY ON-CALL PHYSICIAN SERVICES**

This Fourth Amendment to the “Agreement for Director, Associate Directors, and Attending Physicians, Obstetrics and Gynecology Services, Director, Perinatology Services, and Certified Nurse Midwives Services, and Additional Obstetrics and Gynecology On-Call Physician Services” dated July 1, 2021 (“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 Women’s Health Specialists Medical Group (“CONTRACTOR”), a California general partnership.

Agreement

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

- A. The Agreement shall be renamed “Agreement for Obstetrics and Gynecology Physician Services.”
- B. Exhibit A, Participating Providers, shall be replaced in its entirety with the attached Exhibit A.
- C. Attachment I, Responsibility of CONTRACTOR, shall be replaced in its entirety with the attached Attachment I.
- D. Attachment II, Compensation of CONTRACTOR, shall be replaced in its entirety with the attached Attachment II.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment on the dates written below:

CONTRACTOR: Ventura County Women's Health Specialists Medical Group

Frederick J. Kelley, M.D., Inc., General Partner

Dated: _____

By: _____

Frederick J. Kelley, M.D., President

Ira J. Silverman, M.D., Inc., General Partner

Dated: _____

By: _____

Ira J. Silverman, M.D., President

Juan S. Vega, M.D., Inc., General Partner

Dated: _____

By: _____

Juan S. Vega, M.D., President

Valerie L. Yuan, M.D., Inc., General Partner

Dated: _____

By: _____

Valerie L. Yuan, M.D., President

Emily Scibetta, M.D., Inc., General Partner

Dated: _____

By: _____

Emily Scibetta, M.D., President

Xin Guan, M.D., Inc., General Partner

Dated: _____

By: _____

Xin Guan, M.D., President

AGENCY:

Dated: _____

By: _____

HCA DIRECTOR OR DESIGNEE

EXHIBIT A
PARTICIPATING PROVIDERS
Effective 01/01/24

Anastasia Ward, M.D.
Abigail Nimz, M.D.
Jacqueline Shellito, M.D.
Kathryn Sharma, M.D.
Megan Jones, M.D.
Peter Andrew Robilio, M.D.
Lisa Solinas, M.D.
Gillian Dorner, M.D.
Carlos Frias, M.D.
Emily Kroening, M.D.
Allison Blaze, M.D.
Yohan Perera, M.D.
Elisabeth Carlisle, M.D.
James Rolfing, M.D.
Ana Levin, M.D.
Danielle Wisniewski, M.D.
Nell Baldwin, M.D.
Mina Ananth, M.D.

ATTACHMENT I

RESPONSIBILITIES OF CONTRACTOR

It is mutually agreed that CONTRACTOR shall have the following responsibilities relative to DEPARTMENT 1 and DEPARTMENT 2.

1. CONTRACTOR shall appoint physicians to serve as Medical Director, Obstetrics and Gynecology Services, Associate Medical Director, Obstetrics and Gynecology Services, Attending Physicians, Obstetrics and Gynecology Services, Medical Director, Perinatology Services, Attending On-Call Physicians, Perinatology Services. CONTRACTOR and AGENCY shall mutually agree on the persons to be appointed to these positions, and CONTRACTOR shall not make any changes in the appointments without the written approval of the HOSPITAL Chief Executive Officer and the HOSPITAL Chief Medical Officer. AGENCY reserves the right to direct CONTRACTOR to remove a person appointed to one or more of these positions.
2. The Medical Director and Associate Medical Director, Obstetrics and Gynecology Services and Medical Director, Perinatology 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 DEPARTMENT 1 and DEPARTMENT 2 in line with the overall vision of AGENCY.
 - b. Quality and Safety:
 - i) Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Officers on measuring, assessing and improving quality and patient safety in collaboration with the 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 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. Scheduling and oversight of all physician and nurse practitioners or physician assistants in DEPARTMENT 1 and DEPARTMENT 2.

- e. Coordination and integration of DEPARTMENT 1 and DEPARTMENT 2 with all other departments of HOSPITAL.
 - f. Serve as chair of the Obstetrics and Gynecology Services and Perinatology Committees of HOSPITAL.
 - g. Recommending to HOSPITAL such equipment, space, supply, and personnel requirements as shall be necessary for the proper function of DEPARTMENT 1 and DEPARTMENT 2.
 - h. Assistance in formulation of recommendations for the outpatient treatment of patients of HOSPITAL so as to maximize the efficiencies of DEPARTMENT 1 and DEPARTMENT 2.
 - i. Coordination and integration of interdepartmental and intradepartmental services.
 - j. Development and implementation of policies and procedures to guide and support the provision of services.
 - k. Recommending a sufficient number of qualified and competent persons to provide care and service, and determination of the qualifications and competence of such persons.
 - l. Continuous assessment and improvement of the quality of care and services provided, along with the maintenance of such quality control programs as are appropriate.
 - m. Orientation and continuing education of all persons in DEPARTMENT 1 and DEPARTMENT 2, as appropriate.
3. Clinical Services: CONTRACTOR shall be responsible for the management and professional supervision of DEPARTMENT 1 and DEPARTMENT 2. CONTRACTOR shall assure that adequate and appropriate physician coverage, in cooperation with other contracted providers, for all obstetrics and gynecology services and perinatal services is available, 24 hours per day, 7 days per week, each day of the year, through a system of scheduled call and emergency back up call. At SPH call services will be provided only as emergency back-up call to other family physicians managing deliveries at that location. This includes, but is not limited to, the following responsibilities:
- a. Inpatient obstetrics, gynecology and perinatology, including coverage of obstetrics and gynecology services, and perinatology services, daily rounds, consultation and all other clinical activities as shall be required by the demands of the service. The Medical Director, Obstetrics and Gynecology Services shall ensure that obstetrics deliveries are accompanied by documentation of attending physician involvement in the provision of medical care. The Medical Director, Perinatology Services shall ensure that perinatal services are accompanied by documentation of attending physician involvement in the provision of medical care.
 - b. Outpatient obstetrics and gynecology clinic, teaching, and coverage at HOSPITAL's clinic site(s). CONTRACTOR shall provide a minimum monthly average of twenty-two (22)

half-days of clinical services per week. Clinic half-days shall be defined as a minimum of four (4) hours of patient care beginning at 8:00 a.m. to 12 p.m. or 1:00 p.m. to 5 p.m. The Medical Director, Obstetrics and Gynecology Services shall ensure that all new patient consultations are personally evaluated by an attending physician with appropriate documentation of said contact in the medical record. The Medical Director, Obstetrics and Gynecology Services shall organize and oversee the additional clinics provided by PARTICIPATING PROVIDERS and other physicians independently contracted through AGENCY to provide obstetrics and gynecology services.

- c. Outpatient perinatology clinic, teaching, and coverage at HOSPITAL's clinic site(s). CONTRACTOR shall provide up to six (6) half-days of clinical services per week per physician. Half-days shall be defined as a minimum of four (4) hours of patient care beginning at 8:00 a.m. to 12 p.m. or 1:00 p.m. to 5 p.m. CONTRACTOR shall provide ultrasounds, medical consultations, global obstetrics care for high-risk patients. The Medical Director, Perinatology Services shall ensure that all new patient consultations are personally evaluated by an attending physician with appropriate documentation of said contact in the medical record.
- d. Inpatient perinatology services: CONTRACTOR shall provide three hundred sixty-five/six (365/366) days per year, seven (7) days per week, twenty-four (24) hours per day perinatology consultation services, including: inpatient consultations for antepartum patients, labor and delivery coverage at a minimum one day per week and two overnight calls, per physician. CONTRACTOR shall manage neonatal intensive care unit (NICU) and tertiary care coordination for complex deliveries.
- e. All obstetrics and gynecologic surgery services at HOSPITAL. CONTRACTOR shall provide an average of four (4) full-day surgical blocks every other week. It is mutually agreed that said requirement is contingent upon the availability of HOSPITAL's operating room.
- f. Certified Nurse Midwives: Effective July 1, 2023, through December 31, 2023, CONTRACTOR shall provide the equivalent of two (2) full-time certified nurse midwives services at HOSPITAL.
- g. Additional Obstetrics and Gynecology Attending, On-Call Physician VCMC Call Services: CONTRACTOR shall provide additional obstetrics and gynecology attending on-call physicians at VCMC and shall assure that adequate and appropriate physician coverage for all obstetrics and gynecology services is available, twenty-four (24) hours per day, seven (7) days per week, through a system of front-up and backup call with a response time of no more than thirty (30) minutes. Front-up call is defined as being present on the labor and delivery floor at HOSPITAL covering high-risk patients, supervising all the patients on the obstetrics and gynecology floor in HOSPITAL, performing cesarean sections and emergency room consults, and staying with patients attempting a trial labor after a cesarean section. Back-up call is defined as being off campus and available to provide services if front up call physician needs assistance. Examples include there are two emergencies simultaneously, or the front-up physician is in the operating room, being available to cover trial of labor patients or any other patients on the obstetrics and gynecology floor of

HOSPITAL, and emergency room consultations.

- h. Additional Obstetrics and Gynecology Attending, On-Call Physician SPH Call Services: CONTRACTOR shall provide additional obstetrics and gynecology attending, on-call physicians at SPH and shall assure that adequate and appropriate physician coverage for all obstetrics and gynecology services is available, twenty-four (24) hours per day, seven (7) days per week, through a system of stand-alone call coverage with a response time of no more than thirty (30) minutes. Stand-alone call is defined as covering the obstetrics and gynecology floor at SPH and performing emergency room consultations.
 - i. In cooperation with HOSPITAL's Family Medicine Residency, CONTRACTOR shall organize and support a year-long obstetrics fellowship training program for qualified family medicine physicians desiring intense training in advanced obstetric and gynecologic skills.
 - j. Emergency room obstetrics and gynecology and perinatology coverage and consultation.
 - k. Consulting obstetrics and gynecology and perinatology services for HOSPITAL staff and resident staff.
 - l. Participation in both formal as well as informal obstetrics and gynecology and perinatology education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
 - m. CONTRACTOR shall participate in two or more quality improvement programs annually as mutually agreed by CONTRACTOR and the HOSPITAL Chief Medical Officer or HOSPITAL Chief Executive Officer. Examples of such programs include improvement of intrapartum obstetrical care through educational initiatives for all obstetrical providers, participation with the California Maternal Quality Care Collaborative (CMQCC) in statewide efforts to improve key maternal safety and quality outcome measures and internal HOSPITAL specific efforts such as the development of a Trial of Labor After Cesarean (TOLAC) program.
 - n. CONTRACTOR shall participate in HOSPITAL's administrative and outreach efforts that promote, educate, and facilitate obstetrics and gynecologic and perinatology services and awareness in the community.
4. CONTRACTOR shall assist AGENCY in developing and maintaining written policies and procedural guidelines applicable to DEPARTMENT 1 and DEPARTMENT 2 which are in accord with current requirements and recommendations of the State of California and the Joint Commission, and in assuring that DEPARTMENT 1 and DEPARTMENT 2 function in conformance with the written policies and procedures.
5. CONTRACTOR shall help develop, update and maintain HOSPITAL's Family Medicine Residency curriculum for teaching obstetrics and gynecology and perinatology 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 obstetrics and gynecology and perinatology services and that curriculum objectives are fulfilled.

6. CONTRACTOR shall assist in the development of educational programs for other allied health professional personnel such as nurse practitioners, nurses, and technicians.
7. CONTRACTOR shall represent HOSPITAL within the medical community as Directors and Associate Director of DEPARTMENT 1 and Director of DEPARTMENT 2.
8. CONTRACTOR shall monitor and evaluate the quality and appropriateness of patient care provided by DEPARTMENT 1 and DEPARTMENT 2, in accordance with the Quality Assurance Performance Improvement and Utilization Review plans of HOSPITAL.
9. CONTRACTOR shall assure that effective peer review of obstetrics and gynecology and perinatology services is being conducted through the Obstetrics and Gynecology Committee and in accordance with Medical Staff guidelines.
10. CONTRACTOR shall assure that effective morbidity and mortality conferences are conducted through DEPARTMENT 1 and DEPARTMENT 2 to review, educate and mitigate against adverse outcomes.
11. CONTRACTOR shall coordinate CONTRACTOR's appropriate membership on the Medical Staff of HOSPITAL.
12. 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 his best efforts to enhance the reputation of the Medical Staff in the field of unusual or interesting studies made on their service.
13. 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 regulation of physicians.
14. CONTRACTOR's time will be allocated in approximately the following manner:

	Director	Associate Director(s)	Attending Physicians	Other Subcontracted Physicians
Hospital 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 HOSPITAL Chief Medical Officer.

15. CONTRACTOR agrees to treat patients without regard to patients' race, ethnicity, religion, national origin, citizenship, age, sex, preexisting medical condition, status or ability to pay for medical services, except to the extent that a circumstance such as age, sex, preexisting medical condition or physical or mental handicap is medically significant to the provision of appropriate medical care to the patient.

By this Agreement, AGENCY contracts for the services of the CONTRACTOR, as physician(s), and CONTRACTOR may not substitute service by another physician without approval of the Chief Medical Officer of HOSPITAL.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

CONTRACTOR shall be paid as follows:

1. Obstetrics and Gynecology Base Fees:

- a. Effective July 1, 2023, through December 31, 2023, CONTRACTOR shall receive [REDACTED] per month for services of six (6) full-time equivalent physicians for the performance of clinical responsibilities outlined in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of surgeries, number of clinics, calendar of clinics 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. If fewer services are provided than described in Attachment I or by fewer than the required number of full-time equivalent physicians, these fees shall be prorated at the rate of [REDACTED] per full-time equivalent physician per fiscal year, and prorated as necessary for the period of July 1, 2023, through December 31, 2023. The maximum amount to be paid under this sub-paragraph for the period of July 1, 2023, through December 31, 2023, shall not exceed [REDACTED].
- b. Effective January 1, 2024, through June 30, 2024, and any fiscal year thereafter, CONTRACTOR shall receive [REDACTED] per month for services of six point five (6.5) full-time equivalent physicians for the performance of clinical responsibilities outlined in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of surgeries, number of clinics, calendar of clinics 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. If fewer services are provided than described in Attachment I or by fewer than the required number of full-time equivalent physicians, these fees shall be prorated at the rate of [REDACTED] per full-time equivalent physician per fiscal year. The maximum amount to be paid under this sub-paragraph for the period of January 1, 2024, through June 30, 2024, shall not exceed [REDACTED] and [REDACTED] per fiscal year thereafter.

2. Perinatology Base Fees: CONTRACTOR shall receive [REDACTED] per month for services of two (2) full-time equivalent physicians for the performance of perinatology responsibilities outlined in

Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of surgeries, number of clinics, calendar of clinics 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. If fewer services are provided than described in Attachment I or by fewer than the required number of full-time equivalent physicians, these fees shall be prorated at the rate of [REDACTED] per full-time equivalent physician per fiscal year. The maximum amount to be paid under this paragraph shall not exceed [REDACTED]

3. Medical Director, Obstetrics and Gynecology Services Fees: CONTRACTOR shall receive [REDACTED] per month for services performed in support of HOSPITAL's obstetrics and gynecology program as Medical Director, Obstetrics and Gynecology Services. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts reviews, education and training, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. If fewer services are provided than described in Attachment I, this fee shall be prorated accordingly. The maximum amount to be paid under this paragraph shall not exceed [REDACTED] per fiscal year.
4. Associate Medical Director, Obstetrics and Gynecology Services Fees: CONTRACTOR shall receive [REDACTED] per month for services performed in support of HOSPITAL's obstetrics and gynecology program as Associate Medical Director, Obstetrics and Gynecology Services. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts reviews, education and training, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. If fewer services are provided than described in Attachment I, this fee shall be prorated accordingly. The maximum amount to be paid under this paragraph shall not exceed [REDACTED] per fiscal year.
5. Medical Director, Perinatology Services: CONTRACTOR shall receive [REDACTED] per month for services performed in support of HOSPITAL's perinatology program as Medical Director, Perinatology Services. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts reviews, education and training, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. If fewer services are provided than described in Attachment I, this fee shall be prorated accordingly. The

maximum amount to be paid under this paragraph shall not exceed [REDACTED]
[REDACTED] per fiscal year.

6. Perinatology Physician On-Call Services: CONTRACTOR shall receive [REDACTED] per day for outsourced call services performed in support of HOSPITAL's perinatology physician services, for up to sixty (60) days per fiscal year. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of surgeries, number of calls, calendar of call schedule, and operating room procedures, and other activities as applicable. If fewer services are provided than described in Attachment I, this fee shall be prorated accordingly. The maximum amount to be paid under this sub-paragraph shall not exceed [REDACTED] per fiscal year.
7. Certified Nurse Midwives Services: Effective July 1, 2023, through December 31, 2023, CONTRACTOR shall receive [REDACTED] per month for services of the equivalent of two full-time (2) certified nurse midwives. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of surgeries, number of clinics, calendar of clinics and operating room procedures, and other activities as applicable. If fewer services are provided than described in Attachment I, this fee shall be prorated at the rate of [REDACTED] per certified nurse midwife per fiscal year, as necessary for the period of July 1, 2023, through December 31, 2023. The maximum amount to be paid under this paragraph shall not exceed [REDACTED]
8. Additional Obstetrics and Gynecology Attending On-Call Physician Services:
 - a. VCMC Call Services: CONTRACTOR shall be paid per shift for call services based on the following schedule with eleven (11) holidays shared between additional obstetrics attending on-call physicians and CONTRACTOR.

VCMC FM/OB High Risk Coverage				
		Number of Calls	Cost per Call	Total
Front up	Weekend Sat/Sun	52	[REDACTED]	[REDACTED]
	Holiday	5	[REDACTED]	[REDACTED]
	Weekday Mon-Fri	69	[REDACTED]	[REDACTED]
		Number of Calls	Cost per Call	Total
Back up	Weekend Sa/Sun	52	[REDACTED]	[REDACTED]
	Holiday	7	[REDACTED]	[REDACTED]
	Weekday Mon-Fri	181	[REDACTED]	[REDACTED]
	Total			[REDACTED]
	Plus 1 extra day for Thursday, February 29, 2024, leap year, up to a max of [REDACTED]			[REDACTED]

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. The maximum compensation to be paid under this paragraph is [REDACTED] per any fiscal year except for fiscal year 2023-2024 where the maximum amount is [REDACTED]

- b. SPH Call Services: CONTRACTOR shall be paid for call services based on the following schedule:

Santa Paula Hospital FP/OB- C/S Coverage				
Stand Alone Calls		Number of Calls	Cost per Call	Total
	Weekday Mon-Fri	251	[REDACTED]	[REDACTED]
	Weekend Sat/Sun	104	[REDACTED]	[REDACTED]
	Holiday	11	[REDACTED]	[REDACTED]
	Total	365		[REDACTED]
	Plus 1 extra day for Thursday, February 29, 2024, leap year, up to a max of \$300	366	[REDACTED]	[REDACTED]

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. The maximum compensation to be paid under this paragraph is [REDACTED] per any fiscal year except for fiscal year 2023-2024 where the maximum amount is [REDACTED]

- c. Obstetrics and Gynecology On-Call Physician SPH Call Services Deliveries: CONTRACTOR shall be paid [REDACTED] per delivery up to two hundred (200) deliveries while on call at SPH. CONTRACTOR shall track and prepare a monthly detailed summary of deliveries performed to include date, service, number of surgeries, 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 maximum amount to be paid under this sub-paragraph shall not exceed [REDACTED] per fiscal year.
- d. Call Coverage Administrative Fees: CONTRACTOR shall be paid [REDACTED] per month for the operation of on-call physician services. The maximum amount to be paid under this sub-paragraph shall not exceed [REDACTED]

per fiscal year thereafter.

9. **Quality Measures:** CONTRACTOR shall receive per quarter for achievement of the following quality measures. CONTRACTOR shall supply proof of achievement of these measures on a quarterly basis. In the event that data is not available for a specific measure, it will be CONTRACTOR's duty to provide alternative data which demonstrates achievement of the required measure. Approval shall be given by the HOSPITAL Chief Medical Officer or Chief Executive Officer on a quarterly basis. The maximum amount to be paid under this paragraph shall not exceed per fiscal year.

The following three (3) quality measures shall be evaluated on a quarterly basis and will have equal weight. Data shall be obtained from the California Maternal Data Center. In order to qualify for additional compensation, CONTRACTOR must provide standards, guidance and supervision so that the institutional evaluation exceeds the quality benchmark established as the state average for each measure. These measures will be evaluated and paid quarterly. If a quarterly payment is not paid, or an amount less than the maximum compensation is paid, because of an unavailability of data not caused by CONTRACTOR, CONTRACTOR may present additional data demonstrating achievement of the measure when it becomes available. Any additional amounts determined to be payable to CONTRACTOR will be added to the amount paid to CONTRACTOR for the quarter following such determination.

- a. **Cesarean Births:** Nulliparous, Term, Singleton, Vertex (NTSV) (Perinatal Care-02) describes Cesarean deliveries among live births that are: 1) singleton; 2) vertex; 3) lacking "early onset delivery" code; 4) > 37 weeks GA; 5) to nulliparous women. The Healthy People 2020 National Goal is an NTSV rate of 23.9%. As a quality improvement measure CONTRACTOR will perform quarterly review of 100% of fallout cases to assess whether there were opportunities for improvement that might have increased the likelihood of a vaginal delivery. Review will be based on recommendations, guidelines, and strategies set forth in the CMQCC Toolkit to Support Vaginal Birth and Reduce Primary Cesareans.

The compensation rate for this measure shall be based on the percentage of cases reviewed by CONTRACTOR. For instance, one hundred percent (100%) of cases reviewed shall be paid at one hundred percent (100%) of the maximum quarterly compensation; ninety five percent (95%) of cases reviewed shall be paid at ninety five percent (95%) of the maximum quarterly compensation; ninety percent (90%) of cases reviewed shall be paid at ninety percent (90%) of the maximum quarterly compensation, etc., down to fifty percent (50%) of cases reviewed and paid at fifty percent (50%) of the maximum quarterly compensation. No compensation shall be paid where fewer than fifty percent (50%) of cases are reviewed.

The maximum payment for this measure shall not exceed per quarter.

- b. **Breast Feeding Rate:** Exclusive Breast Milk Feeding (Perinatal Care-05) is defined as exclusive breast milk feeding during the newborn's entire hospitalization. Breast feeding rate is reported as a hospital quality measure by the California Health Care

Foundation. CONTRACTOR shall work to achieve an Exclusive Breast Milk Feeding rate for HOSPITAL that is above the state average. In the event that the HOSPITAL rate is below the state average, the compensation rate for this measure shall be reduced by ten percent (10%) for each increment of five (5) percentage points below the state average.

To illustrate: If the state rate is sixty five percent (65%) and the HOSPITAL rate is: 1) greater or equal to sixty five percent (65%), then one hundred percent (100%) of the incentive payable under this sub-paragraph shall be paid; 2) sixty to sixty four and nine-tenths percent (60-64.9%), then ninety percent (90%) of the incentive shall be paid; 3) fifty five to fifty nine and nine-tenths percent (55-59.9%), then eighty percent (80%) of the incentive shall be paid; 4) fifty to fifty four and nine-tenths percent (50-54.9%), then seventy (70%) of the incentive shall be paid; or 5) below fifty percent (50%), then zero (0%) of the incentive shall be paid.

The maximum payment for this measure shall not exceed [REDACTED] per quarter.

- c. Episiotomy Rate: Episiotomy Rate is defined as episiotomies among all vaginal deliveries without shoulder dystocia and is reported by the California Health Care Foundation. CONTRACTOR shall work to reduce the HOSPITAL Episiotomy Rate to below the state average. In the event that the HOSPITAL rate is higher than the state average, the compensation rate for this measure shall be reduced by ten percent (10%) for each percentage point above the state average.

For instance, if the state rate is five percent (5%) and the HOSPITAL rate is six percent (6%), compensation for this quality metric shall be decreased by ten percent (10%).

The maximum payment for this measure shall not exceed [REDACTED] per quarter.

10. Administrative Fees:

- a. Effective July 1, 2023, through December 31, 2023, CONTRACTOR shall be paid [REDACTED] per month for the administrative operations associated with payroll, benefits, attorney and accountant services and other business costs of DEPARTMENT 1 and DEPARTMENT 2. The maximum to be paid under this sub-paragraph for the period of July 1, 2023, through December 31, 2023, is [REDACTED].
- b. Effective January 1, 2024, through June 30, 2024, and any fiscal year thereafter, CONTRACTOR shall be paid [REDACTED] per month for the administrative operations associated with payroll, benefits, attorney and accountant services and other business costs of DEPARTMENT 1 and DEPARTMENT 2. The maximum to be paid under this sub-paragraph for the period of January 1, 2024, through June 30, 2024, is [REDACTED] and [REDACTED] per any fiscal year thereafter.

11. CONTRACTOR will provide coverage three hundred sixty-five/six (365/366) days a year, seven (7) days a week, twenty-four (24) hours a day for 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.
12. 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.
13. 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.
14. 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 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.
15. If CONTRACTOR is under suspension from the Medical Staff, has not completed dictation or other medical record notations in a timely manner, or fails to report on a monthly basis the specific hours of service provided to AGENCY for a selected one (1) week period each month at the time payment is due, or if CONTRACTOR has not fully completed the proper documentation of the services provided, according to the bylaws and the rules and regulations of the Medical Staff of HOSPITAL, then the 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.
16. 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.
17. The maximum amount ("MAXIMUM FEE") to be paid under this Agreement shall be as follows:
 - a. For the period of July 1, 2023, through June 30, 2024, the MAXIMUM FEE is [REDACTED]

- b. For the period of July 1, 2024, through June 30, 2025, and any fiscal year thereafter, the MAXIMUM FEE is [REDACTED]