

**FIFTH AMENDMENT TO AGREEMENT FOR VENTURA FACULTY ASSOCIATES
VCMC RESIDENCY, ACADEMIC FAMILY MEDICINE CENTER, URGENT CARE,
PALLIATIVE CARE, OBSTETRICS AND GYNECOLOGY FELLOWSHIP, VENTURA
FACULTY DEVELOPMENT FELLOWSHIP, ADDICTION MEDICINE FELLOWSHIP,
MATERNAL-CHILD FELLOWSHIP AND INPATIENT PSYCHIATRIC UNIT
HISTORY AND PHYSICAL EVALUATION PHYSICIAN SERVICES**

This Fifth Amendment to “Agreement for Ventura Faculty Associates VCMC Residency, Academic Family Medicine Center, Urgent Care, Palliative Care Services Obstetrics and Gynecology Fellowship, Ventura Faculty Development Fellowship, Addiction Medicine Fellowship, Maternal-Child Fellowship, and Inpatient Psychiatric Unit History and Physical Evaluation Physician Services,” effective July 1, 2021 (“Agreement”), is made and entered into by and between 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 Faculty Associates, a California general partnership (“CONTRACTOR”).

Agreement

The parties hereby agree that the referenced Agreement is amended effective October 1, 2023, as follows:

- A. The Agreement shall be renamed “Agreement for Ventura County Faculty Associates Physician Services.”
- B. Exhibit A, Participating Physicians and Allied Practitioners, 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, as amended, shall remain unchanged.

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

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

CONTRACTOR: Ventura Faculty Associates, a California general partnership

Dated: _____ By: _____
David Araujo, M.D. – General Partner

James J. Helmer, Jr., M.D., Inc., a California Medical Corporation – General Partner

Dated: _____ By: _____
James J. Helmer, Jr., M.D., President

Dated: _____ By: _____
Cheryl L. Lambing, M.D. – General Partner

Dated: _____ By: _____
Matthew Lamon, D.O.– General Partner

Dated: _____ By: _____
Jacob A. David, M.D. – General Partner

Dated: _____ By: _____
Wallace A. Baker, M.D. – General Partner

Tipu V. Khan, M.D., Inc. –General Partner

Dated: _____ By: _____
Tipu V. Khan, M.D. – President

Dated: _____ By: _____
Laura Murphy, D.O. – General Partner

Dated: _____ By: _____
Zachary M. Zwolak, D.O. – General Partner

Dated: _____ By: _____
Ronald M. Bale, Ph.D. – General Partner

Dated: _____ By: _____
Daniel Cox, M.D. – General Partner

Dated: _____ By: _____
Dorothy DeGuzman, M.D. – General Partner

AGENCY:

Dated: _____ By: _____
HCA DIRECTOR or DESIGNEE

EXHIBIT A
PARTICIPATING PHYSICIANS AND ALLIED PRACTITIONERS

Lanyard Dial, M.D.
Kenneth Finger, M.D.
James Ahern, M.D.
Carmen Stellar, M.D.
Matt Farson, M.D.
Muhammad Safwatullah, M.D.
Carlos O'Bryan, M.D.
Jolie Macrito, D.O.
Anna Mikhailovsky, M.D.
Laura Harman, M.D.
Catarina Castaneda, M.D.
Tyler Barr, M.D.
Marina Morie, M.D.
Autumn Edwards, M.D.
Kaitlyn Ike, M.D.
Nikhail Bordia, M.D.
Leslie-Lynn Pawson, M.D.
Jerry Noah, M.D.
Alejandro Andrade, M.D.
Raul Meza, M.D.
Michael Jendusa, M.D.
John Nuhn, M.D.
Tommaso Tosini, M.D.
Emilie Halbach, M.D.
Preston Arndt, M.D.
Michael Snavely, M.D.
Sheryl S. Dickstein, M.D.
Michele Horwitz, F.N.P.
Elizabeth Simoneit, MD
Catlin Caines, DO
Kim Tran, MD
Katia Cnop, MD
Carmen Ramirez, MD
Kristina Mueller, MD

Inpatient Detox Services Coverage:

Attending Physicians:
Tipu Khan, M.D.
Matthew Lamon, D.O.
Zachary Zwolak, D.O.
Dorothy DeGuzman, M.D.
Daniel Cox, M.D.

John Nuhn, M.D.

Weekend/Holiday Coverage:

Raul Meza, M.D.

Tommaso Tosini, M.D.

Michael Jendusa, M.D.

Addiction Medicine Fellows August 1, 2023-July 31, 2024*:

Katia Cnop, D.O.

Kim Tran, M.D.

Elizabeth Simoneit, M.D.

Hamed Hagnazar, M.D.

OB/GYN Fellow:

Sara Manon Begert, D.O.

Maternal Child Health Fellow:

Monica Tulumiero, M.D.

*one addiction medicine fellow compensated under behavioral health

ATTACHMENT I
RESPONSIBILITY OF CONTRACTOR

- I. CONTRACTOR shall serve under the direction the HOSPITAL and AMBULATORY CARE Chief Executive Officers and HOSPITAL and AMBULATORY CARE Chief Medical Officers and shall be responsible for the management and professional supervision of the Family Residency Program of HOSPITAL and provision of clinical services in the family medicine. It is mutually agreed that CONTRACTOR shall have the following responsibilities:
1. CONTRACTOR's services shall include but not limited to the provision of faculty physician precepting in Academic Family Medicine Center (AFMC), AFMC Urgent Care services, inpatient medicine teams at HOSPITAL, Obstetrics and Gynecology inpatient coverage two (2) days per month, palliative care services, IPU history and physical history and physical evaluation services, addiction medicine fellow teaching, inpatient and clinic supervision, backpack medicine for homeless clinic services, college clinic services, and clinical supervision for faculty development fellow, obstetrics and gynecology fellow, and maternal-child fellow.
 2. CONTRACTOR shall provide the equivalent of fifteen point zero four (15.04) physicians comprised of the following: one (1) full-time physician program director, two (2) full-time physician associate program directors, point eight (0.8) full-time physician clinic director, one (1) full-time physician addiction medicine director, four point thirty-two (4.32) full-time faculty attending physicians, two point zero seven (2.07) full-time AFMC urgent care attending physicians, one point fourteen (1.14) full-time inpatient medicine team D physicians, point twenty-five (.25) full-time physician satellite obstetrics call, one point ten (1.10) full-time palliative care director and physician, point twenty-five (.25) full-time back-pack medicine physicians, point twenty-five (.25) full-time college physician coverage, point twenty-six (.26) full-time Inpatient Psychiatric Unit (IPU) History and Physical physician fellow oversight, and zero point six (0.6) full-time physician for inpatient detox services.
 3. PROGRAM DIRECTOR, FAMILY MEDICINE RESIDENCY: AGENCY shall appoint David Araujo, M.D., as Program Director, Family Medicine Residency. HOSPITAL reserves the right to remove and appoint the Program Director, Family Medicine Residency, at the discretion of HOSPITAL Chief Medical Officer. The Program Director, Family Medicine Residency shall have the following responsibilities:
 - A. Management, professional supervision and regulatory documentation and compliance of the Family Medicine Residency.
 - B. Strategic Vision: Establish the clinical vision and clinical strategic goals, both on a short and long term basis of the Family Medicine Residency in line with the overall vision of AGENCY.

C. Quality and Safety:

1. 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.
2. Coordinate with other HOSPITAL departments regarding initiatives that are interdepartmental (SSI collaborative, throughput initiative).

D. Resource Allocation and Oversight:

1. 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.
2. Respond to resource shortages to ensure safe and effective care for all patients.

E. Clinical Responsibilities:

1. Assure that adequate and appropriate physician coverage for all family medicine services is available, 24 hours per day, 7 days per week, through a system of call. Such services shall include, but not be limited to:
 - i) Inpatient family medicine service, including daily rounds, consultation and all other clinical activities as shall be required by the demands of the service. This inpatient service serves the hospital needs of patients receiving care in the AFMC not otherwise provided by other services (i.e. surgical services, hospitalist services).
 - ii) Provide one and a half (1.5) half-days of precepting per week and one and a half (1.5) half-days clinic per week for forty-five (45) weeks per fiscal year. Clinic half-days shall be defined as a minimum of four (4) hours of clinical patient care from 8:00 a.m. to 12:00 p.m. or 1:00 p.m. to 5 p.m. Clinic services may be adjusted for inpatient medicine, obstetrical coverage, or addiction medicine services as agreed by AMBULATORY CARE Chief Executive Officer or AMBULATORY CARE Chief Medical Officer and CONTRACTOR. Precepting shall include attending physician supervision of resident patient care and teaching. This may be fulfilled through precepting in the AFMC, teaching on the inpatient medicine or obstetrical service or preparation and delivery of didactic lectures.

Family Medicine Program Administrative Time: The Program Director, Family Medicine Residency shall provide twenty-eight (28) hours per week

of administrative duties related to the residency program to include but not limited to: oversight and management of the residency program, course and material preparation, review of clinical activities, and maintaining Accreditation Council for Graduate Medical Education (ACGME) certification.

- iii) Consulting family medicine services for HOSPITAL staff and resident staff.
 - iv) Teaching family medicine to physicians and resident staff.
 - v) Coordinate to ensure that the productivity listed throughout this agreement is met each fiscal year.
 - vi) Participation in both formal as well as informal family medicine education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
- F. Assist AGENCY in developing and maintaining written policies and procedural guidelines applicable to the Family Medicine Residency which are in accord with current requirements and recommendations of the State of California and the Joint Commission, and in assuring that the Family Medicine Residency functions in conformance with the written policies and procedures.
- G. Help develop, update and maintain HOSPITAL's Family Medicine Residency curriculum for teaching family medicine 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 family medicine services and that curriculum objectives are fulfilled.
- H. Help develop, update and maintain HOSPITAL's Medical Education Program in accord with the requirements and regulations governing medical education as promulgated by the Accreditation Council for Continuing Medical Education. CONTRACTOR will serve as Director of Medical Education.
- I. Assist in the development of educational programs for other allied practitioners such as nurse practitioners, nurses, and technicians.
- J. Represent HOSPITAL within the medical community as Program Director, Family Medicine Residency.
- K. Monitor and evaluate the quality and appropriateness of patient care provided by the Family Medicine Residency, in accordance with the Quality Assurance and Utilization Review plans of HOSPITAL.
- L. Assure that effective peer review of family medicine is being conducted through the Family Medicine Committee and in accordance with Medical Staff guidelines.

- M. Assist in the financial review and the performance review of DEPARTMENT, its associated clinics, and the entire provision of family medicine services at HOSPITAL.
- N. Participate in the development and implementation of an annual business plan for HOSPITAL and AMBULATORY CARE in the area of family medicine. AGENCY will provide the reports necessary for this review.
- O. The Program Director, Family Medicine Residency’s time will be allocated in approximately the following manner:

| | |
|------------------|------|
| Patient Services | 15% |
| Teaching | 15% |
| Administration | 70% |
| Total | 100% |

This allocation may be modified at any time with the approval of the AGENCY Director. 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.

4. ASSOCIATE PROGRAM DIRECTORS, FAMILY MEDICINE RESIDENCY: AGENCY shall appoint Jacob David, M.D., and Zachary Zwolak, D.O., as Associate Program Directors, Family Medicine Residency, and Faculty Attending Physicians. HOSPITAL reserves the right to remove and appoint the Associate Program Directors, Family Medicine Residency, at the discretion of HOSPITAL Chief Medical Officer. The Associate Program Directors, Family Medicine Residency, and Faculty Attending Physicians shall have the following responsibilities:

- A. Management: Assist the Program Director, Family Medicine Residency in the management, professional supervision and regulatory documentation and compliance of the Family Medicine Residency.
- B. Strategic Vision: Establish the clinical vision and clinical strategic goals, both on a short and long term basis of Family Medicine Residency in line with the overall vision of AGENCY.
- C. Quality and Safety:
 - 1. 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.

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

D. Resource Allocation and Oversight:

1. 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.
2. Respond to resource shortages to ensure safe and effective care for all patients.

E. Clinical Responsibilities:

1. Provide three (3) half-days precepting per week and three (3) half-days of clinic per week, of four (4) hour each, for forty-five (45) weeks per fiscal year for each Associate Program Director, Family Medicine Residency, and Faculty Attending Physician. Precepting shall include attending physician supervision of resident patient care and teaching. This may be fulfilled through precepting in the AFMC, teaching on the inpatient medicine, obstetrical service or preparation and delivery of didactic lectures. Clinic services may be adjusted for inpatient medicine or obstetrical coverage, addiction medicine services as agreed by AMBULATORY CARE Chief Executive Officer or AMBULATORY CARE Chief Medical Officer and CONTRACTOR.
 2. Family Medicine Program Administrative Time: Each Associate Program Director, Family Medicine Residency, and Faculty Attending Physician shall provide a minimum of sixteen (16) hours per week for forty-five (45) weeks per fiscal year of administrative duties related to the residency program to include but not limited to: oversight and management of the residency program, course and material preparation, review of clinical activities, and maintaining ACGME certification.
5. MEDICAL DIRECTOR OF AFMC AND AFMC URGENT CARE: AGENCY shall appoint Wallace Baker, M.D., Medical Director, AFMC and AFMC Urgent Care, and Faculty Attending Physician. HOSPITAL reserves the right to remove and appoint the Medical Director, AFMC and AFMC Urgent Care, at the discretion of HOSPITAL and AMBULATORY CARE Chief Medical Officers. The Medical Director, AFMC and AFMC Urgent Care shall have the following responsibilities:
- A. Strategic Vision: Establish the clinical vision and clinical strategic goals, both on a short and long term basis of AFMC and AFMC Urgent Care in line with overall vision of AGENCY.
 - B. Quality and Safety:
 1. 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.

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

C. Resource Allocation and Oversight:

1. 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.
2. Respond to resource shortages to ensure safe and effective care for all patients.

D. Clinical Responsibilities:

1. Provide (4) half-days precepting per week and three (3) half-day clinics of four (4) hour each for forty-five (45) weeks per fiscal year. Precepting shall include attending physician supervision of resident patient care and teaching. This may be fulfilled through precepting in the AFMC, teaching on the inpatient medicine or obstetrical service or preparation and delivery of didactic lectures. Clinic services may be adjusted for inpatient medicine, obstetrical coverage, or addiction medicine services as agreed by AMBULATORY CARE Chief Executive Officer or AMBULATORY CARE Chief Medical Officer and CONTRACTOR.
 2. Provide four (4) hours per week for the duties of Medical Director, AFMC and AFMC Urgent Care for forty-five (45) weeks per fiscal year.
 3. Outpatient family medicine service to patients of the AFMC and AFMC Urgent Care: The Medical Director, AFMC and AFMC Urgent Care, and Faculty Attending Physician shall personally provide a minimum of two (2) half-day clinics of four (4) hours each per week for forty-five (45) weeks per fiscal year of direct patient care.
6. PROGRAM DIRECTOR OF ADDICTION MEDICINE PHYSICIAN FELLOWSHIP AND ADDICTION MEDICINE CLINICAL SERVICES: AGENCY shall appoint Tipu V. Khan, M.D., Program Director, Addiction Medicine Physician Fellowship and Addiction Medicine Clinical Services. HOSPITAL reserves the right to remove and appoint the Program Director, Addiction Medicine Physician Fellowship and Addiction Medicine Clinical Services, at the discretion of HOSPITAL and AMBULATORY CARE Chief Medical Officer. The Program Director, Addiction Medicine Physician Fellowship and Addiction Medicine Clinical Services shall have the following responsibilities:

- A. Management, professional supervision and regulatory documentation and compliance for the Addiction Medicine Physician Fellowship.
- B. Strategic Vision: Establish the clinical vision and clinical strategic goals, both on a short and long term basis of the Addiction Medicine Physician Fellowship in line with the overall vision of AGENCY.
- C. Quality and Safety: 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.
- D. Clinical Responsibilities: Assure that adequate and appropriate physician coverage for all addiction medicine services is available during regular operating business hours, so long as three (3) fellows are secured each academic year. Such services shall include, but not be limited to:
 - 1. Inpatient addiction medicine consultation service, including daily rounds from Monday through Friday excluding COUNTY holidays, consultation and all other clinical activities as shall be required by the demands of the service.
 - 2. Outpatient addiction medicine service to patients of AGENCY: The Program Director, Addiction Medicine Physician Fellowship and Addiction Medicine Clinical Services will participate in a minimum of two (2) half days of outpatient clinic services per week on average.
 - 3. Teaching of addiction medicine to Medical Staff physicians, fellows, and residents.
 - 4. Provide program management for thirteen (13) hours per week, inpatient supervision for twenty-three and a half (23.5) hours per week, and clinic supervision for thirty (30) hours per week to include the services of the three (3) addiction medicine physician fellows for forty-five and a half (45.5) weeks per fiscal year.
 - 5. Participation in addiction medicine education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
 - 6. Assist AGENCY in developing and maintaining written policies and procedural guidelines applicable to the Addiction Medicine Physician Fellowship which are in accord with current requirements and recommendations of the Accreditation Council for Graduate Medical Education (ACGME), the State of California and the Joint Commission, and in assuring that the Addiction Medicine Physician Fellowship functions in conformance with the written policies and procedures.
 - 7. Help develop, update and maintain HOSPITAL's Addiction Medicine Physician

Fellowship curriculum for teaching addiction medicine practice and procedures to the fellows in preparation for their practice as addiction physicians, and to assure that fellows are appropriately supervised during their provision of all addiction medicine services and that curriculum objectives are fulfilled.

7. FACULTY PHYSICIAN INPATIENT DETOX SERVICES: Effective October 16, 2023, CONTRACTOR shall provide zero point six (0.6) full-time equivalent faculty physician to manage inpatient detox services. The faculty physician for the inpatient detox services shall work in collaboration with the Medical Director, Addiction Medicine Physician Fellowship and Addiction Medicine Clinical Services. Such services shall include, but not be limited to:
 - A. Patient care, clinical oversight and supervision of patients admitted to the inpatient detox services unit, forty-five (45) hours per week, fifty-two (52) weeks per fiscal year.
 - B. Provide inpatient detox services weekend and holiday call coverage for one hundred four (104) weekend days and eleven (11) COUNTY holidays per fiscal year.
 - C. Serve as the attending physician of record for inpatient detox services and supervise clinical rounding responsibilities of the addiction medicine fellows.
 - D. Serve as the attending physician of record for inpatient addiction medicine consult services and supervise consult services rendered by the addiction medicine fellows.
 - E. Supervise e-consultation services rendered by the addiction medicine fellows.
 - F. Serve as the attending physician of record and supervise overnight call responsibilities rendered by the addiction medicine fellows.
 - G. Supervise any Institutional Review Board approved research activity that occurs within the inpatient detox services unit.
 - H. Provide didactic teaching to members of the inpatient detox services unit staff once daily.
 - I. Maintain board certification in addiction medicine through the American Board of Preventive Medicine.

7. FACULTY ATTENDING PHYSICIANS: CONTRACTOR shall assure that adequate and appropriate physician coverage for all family medicine services is available, twenty-four (24) hours per day, seven (7) days per week, through a system of primary and secondary call. Such services shall include, but not be limited to:
 - A. Inpatient family medicine service, including daily rounds, consultation and all other clinical activities as shall be required by the demands of the service. This inpatient service serves the hospital needs of patients receiving care in the AFMC not otherwise

provided by other services (i.e. surgical services, hospitalist services).

B. AFMC Outpatient family medicine clinic teaching and coverage shall include the following:

1. Provision of resident patient care and teaching with half-day clinic with a ratio of no more than four (4) residents to one (1) faculty member during regular clinic hours.
2. Faculty Attending Physician Precepting: Provision of five (5) half-days of precepting per week and three (3) half-days of clinics per week per faculty attending physician for four point thirty-two (4.32) full-time equivalent physicians for forty-five point five (45.5) weeks per fiscal year, for up to one thousand five hundred seventy-two point forty-eight (1,572.48) half-days. Half-days are equal to four (4) hours. Precepting shall include attending physician supervision of resident patient care and teaching. This may be fulfilled through precepting in the AFMC, teaching on the inpatient medicine or obstetrical service or preparation and delivery of didactic lectures. Clinic services may be adjusted for inpatient medicine, obstetrical coverage, or addiction medicine services as agreed by HOSPITAL Chief Executive Officer or HOSPITAL Chief Medical Officer and CONTRACTOR.
3. Faculty Attending Physician Family Medicine Program Administrative Time: Each of the four point thirty-two (4.32) full-time faculty attending physician shall provide eight (8) hours per week of administrative duties related to the residency program to include but not limited to: oversight and management of the residency program, course and material preparation, review of clinical activities, and maintaining ACGME certification.
4. Faculty Attending Physicians shall provide an average of eighty-six (86) half-day clinics per month for a total of one thousand thirty-six (1,036) half-days clinics per fiscal year. Clinic half-days shall be defined as a minimum of four (4) hours of clinical patient care beginning at 8:00 a.m. to 12:00 p.m. or 1:00 p.m. to 5 p.m.
5. Faculty Clinic Incentives: Maintain the following productivity per fiscal year for the Program Director, Family Medicine Program Residency, Associate Program Medical Directors, Family Medicine Program Residency, Medical Director, AFMC and Faculty Attending Physicians, excluding urgent care visits:
 - i. Faculty Clinic Patients/Month: Amounts to be adjusted for faculty attrition.

| Faculty Clinic Patients per Month/Percentage of Incentive Payable | | | |
|---|-------------|--------------|--------------|
| 8/half-days | 9/half-days | 10/half-days | 11/half-days |
| 683 visits | 768 visits | 853 visits | 939 visits |
| 25% | 50% | 75% | 100% |

- ii. Quality Metrics shall include the following metrics associated with faculty physicians, residents and fellows. CONTRACTOR’s quality metrics mirrors the State of California’s Quality Incentive Pool (QIP) for the Medi-Cal program. All quality metrics and targets will be drawn from the QIP program. Performance will be assessed quarterly on a rolling 12-month basis. Quality metrics achievement for CONTRACTOR will be assessed at the clinic level. Clinic level performance uses Gold Coast Health Plan clinic assignments to the AFMC as the denominator.

The quality metrics payment shall be paid as a percentage of base pay earned during the measurement period and is payable within four (4) pay periods following the final day of the applicable annual measurement period. The quality metrics program consists of ten (10) metrics. Full metric specifications can be found at: <https://www.dhcs.ca.gov/services/Pages/DP-DPH-QIP.aspx>. The brief descriptions below are for reference only and do not describe all quality metrics comprehensively.

1. QIP CIS: Childhood Immunization Status Combination 10
2. QIP IMA: Immunizations for Adolescents Combination 2
3. QIP W-15: Well-child visits in the first 15 months of life
4. QIP QCMS-2: Depression screening and follow-up
5. QIP WCV: Child and Adolescent Well Care Visits
6. QIP BCS: Breast Cancer Screening
7. QIP-CCS: Cervical Cancer Screening
8. QIP-CMS130: Colorectal cancer screening
9. QIP-CBP: Controlling High Blood Pressure
10. QIP-CDC-H9: HbA1c Poor Control (>9.0%)

Quality metric achievement for each individual physician will be assessed at the clinic level. Clinic assignment is determined by Gold Coast Health Plan. Quality metric achievement is dependent on proper documentation in the electronic health record. CONTRACTOR is responsible for each physician maintaining up-to-date problem lists for all assigned patients.

| # Quality Measures Passed/Percentage of Incentive Payable | | | |
|---|-----|-----|------|
| 4 | 5 | 6 | 7 |
| 25% | 50% | 75% | 100% |

iii. Quality Metrics Description

1. QIP CIS: Childhood Immunization Status Combination 10:

The percentage of children 2 years of age who had four diphtheria, tetanus

and acellular pertussis (DTaP); three polios (IPV); one measles, mumps and rubella (MMR); three haemophilus influenzae type B (HiB); three hepatitis B (HepB); one chicken pox (VZ); four pneumococcal conjugate (PCV); one hepatitis A (HepA); two or three rotavirus (RV); and two influenza (flu) vaccines by their second birthday.

- a. Denominator: Children who turn 2 years of age during the measurement year.
- b. Numerator: Individuals from the denominator who had four diphtheria, tetanus and acellular pertussis (DTaP); three polio (IPV); one measles, mumps and rubella (MMR); three haemophilus influenzae type B (HiB); three hepatitis B (HepB); one chicken pox (VZ); four pneumococcal conjugate (PCV); one hepatitis A (HepA); two or three rotavirus (RV); and two influenza (flu) vaccines by their second birthday.
- c. Visit Required: No, all assigned lives are included.

2. *QIP IMA: Immunizations for Adolescents Combination 2:*

The percentage of adolescents 13 years of age who had one dose of meningococcal vaccine, one tetanus, diphtheria toxoids and acellular pertussis (Tdap) vaccine, and have completed the human papillomavirus (HPV) vaccine series by their thirteenth birthday.

- a. Denominator: Adolescents who turn 13 years of age during the measurement year.
- b. Numerator: Individuals from the denominator who had one dose of meningococcal conjugate vaccine, one tetanus, diphtheria toxoids and acellular pertussis (Tdap) vaccine, and have completed the human papillomavirus (HPV) vaccine series by their 13th birthday.
- c. Visit Required: No, all assigned lives are included.

3. *QIP W15: Well-Child Visits in the First 15 Months of Life:*

The percentage of individuals who turned 15 months old during the measurement period and who had six or more well-child visits with a primary care physician (PCP) during their first 15 months of life.

- a. Denominator: Children who turn 15 months old during the measurement period with continuous assignment from 31 days to 15 months of age with only 1 allowable gap of 45 days or less.
- b. Numerator: The number of individuals from the denominator who received 6 or more well-child visits with a PCP, on different dates of service, on or before the child's 15-month

birthday.

- c. Visit Required: No, all assigned lives included.

4. QIP CMS2: Preventative Care and Screening: Screening for Depression and Follow-up Plan:

The percentage of patients 12 years and older who were screened for depression on the date of the visit or 14 days prior to the visit using an age-appropriate standardized tool and, if screening was positive, had a follow-up plan documented on the date of the visit.

- a. Denominator: All patients aged 12 years and older on the date of the visit.
- b. Numerator: Patients from the denominator screened for depression on the date of the visit or up to 14 days prior to the date of the visit using an age-appropriate standardized tool and, if screened positive for depression, had a follow-up plan documented on the date of the visit.
- c. Visit Required: Yes.

5. QIP BCS: Breast Cancer Screening:

The percentage of women 50–74 years of age who had a mammogram to screen for breast cancer.

- a. Denominator: Women 52–74 years as of December 31 of the measurement year with continuous assignment from October 1 two years prior to the measurement year through December 31 of the measurement year with no more than one 45-day gap in enrollment during each calendar year.
- b. Numerator: Patients from the denominator who had one or more mammograms any time on or between October 1 two years prior to the measurement year and December 31 of the measurement year.
- c. Visit Required: No, all assigned lives included.

6. QIP CCS: Cervical Cancer Screening:

The percentage of women 21–64 years of age who were screened for cervical cancer.

- a. Denominator: Women 24-64 years of age as of the end of the measurement year.
- b. Numerator: Patients from the denominator who were screened for cervical cancer using any of the following criteria: women 21–64

years of age who had cervical cytology performed within the measurement year or the two years prior, women 30–64 years of age who had cervical high-risk human papillomavirus (hrHPV) testing performed within the measurement year or the four years prior and who were 30 years or older on the date of the testing, or women 30-64 years of age who had cervical cytology/high-risk human papillomavirus (hrHPV) cotesting testing performed within the measurement year or the 4 years prior and who were 30 years or older on the date of the testing.

- c. Visit Required: No, all assigned lives are included.

7. *QIP CMS130: Colorectal Cancer Screening:*

Percentage of adults between 50-75 years of age who had appropriate screening for colorectal cancer.

- a. Denominator: Patients 50-75 years of age with a visit during the measurement period
- b. Numerator: Patients in the denominator with one or more screenings for colorectal cancer. Appropriate screenings are defined by any one of the following criteria:
 - i. FIT during the measurement period
 - ii. Flexible sigmoidoscopy during the measurement period or the four years prior to the measurement period
 - iii. Colonoscopy during the measurement period or the nine years prior to the measurement period
 - iv. FIT-DNA during the measurement period or the two years prior to the measurement period
 - v. CT Colonography during the measurement period or the four years prior to the measurement period
 - vi. Visit Required: Yes

8. *QIP CBP: Controlling High Blood Pressure:*

The percentage of patients 18-85 years of age who had a diagnosis of hypertension (HTN) and whose blood pressure was adequately controlled (<140/90 mm Hg) during the measurement year.

- a. Denominator: Patients 18-85 years of age by the end of the measurement year with at least two visits on different dates of service with a diagnosis of hypertension during the first 6 months of the measurement year or the year prior (including services that occur over both years). Visit types need not be the same for the two visits. Any of the following code combinations meet criteria: outpatient visit with any diagnosis of hypertension, a telephone visit with any diagnosis of

hypertension, or an online assessment with any diagnosis of hypertension. Either or both of the two visits may be an outpatient telehealth visit, telephone visit, e-visit or virtual check-in.

- b. Numerator: The number of individuals in the denominator whose blood pressure was adequately controlled (<140/90 mm Hg) on the most recent reading during the measurement period. Note, the blood pressure reading must occur on or after the date of the second HTN diagnosis.
- c. Visit Required: Yes, two visits required. Visits may occur in the first six months of the performance year or the year prior.

9. QIP CDC-H9: Comprehensive Diabetes Care: HbA1c Poor Control (>9.0%):

The percentage of patients 18–75 years of age with diabetes (type 1 and type 2) who had a poorly controlled HbA1c level (>9.0%) during the measurement year.

- a. Denominator: Individuals 18–75 years old by the end of the measurement year who meet one of the following criteria in the measurement year or year prior: at least two outpatient visits, observation visits, ED visits, or nonacute inpatient encounters on different dates of service with a diagnosis of diabetes, at least one acute inpatient encounter with a diagnosis of diabetes, or a dispensed medication for diabetes.
- b. Numerator: Patients from the denominator whose most recent HbA1c level is greater than 9.0%, is missing a result, or for whom an HbA1c test was not done during the measurement period.
- c. Visit Required: No, visits in the performance year or year prior with a diagnosis of diabetes or a prescription for a diabetes medication will put the patient in the population.

10. QIP WCV: Child and Adolescent Well Care Visits:

The percentage of patients 3–21 years of age who had at least one comprehensive well-care visit with a PCP or an OB/GYN during the measurement year.

- a. Denominator: Patients ages 3-21 by the end of the measurement year.
- b. Numerator: Patients from the denominator with 1 or more well care visits with a PCP or OB/GYN during the measurement year.
- c. Visit Required: No, all assigned lives included.

iv. Target Setting Methodology

Performance targets were calculated according to the QIP program 10% gap

closure methodology. AGENCY will set annual performance targets in January of each measurement year following the guidelines set forth by the State of California. Below is an overview of how this methodology works.

The gap is defined as the difference between the baseline performance and the 90th percentile benchmark. In the event that the baseline performance is less than the 25th percentile or minimum benchmark, then the target will be the 25th percentile. In the event that the baseline performance is at or above the 90th percentile benchmark, then the target will be to maintain at or above the 90th percentile.

Calculation Example:

- a. Baseline performance: 55.00%
- b. 90th percentile benchmark: 70.00%
- c. Gap: 70% - 55% = 15%
- d. 10% of 15% = 1.5%
- e. 55% + 1.5% = 56.5%

v. Academic Metrics shall include the following metrics listed below:

| Academic Incentives Passed/Percentage of Incentive Payable | | | |
|--|-----|-----|------|
| 2 | 3 | 4 | 5 |
| 25% | 50% | 75% | 100% |

1. Scholarly activity: Provide at least one conference / faculty to residents per quarter = 13 conferences / quarter.
2. Scholarly activity: Faculty physicians to provide at least one of the following per quarter:
 - a. Grand Round lecture to medical staff.
 - b. Published scholarly medical article.
 - c. Poster presentation at a local, state, or national conference.
 - d. Lecture at local, state, or national committee, educational program, or meeting of medical society.
 - e. Lead faculty development training session / conference for medical staff.
3. Resident Evaluations: Submit 90 resident evaluations per quarter.
 - a. Pass = 90 or above submitted evaluations.
4. Submission of Hospital Incident Reports by faculty, fellows and / or family medicine resident.
 - a. Pass = 10 or more submitted incident reports / quarter.
5. Graduate Medical Education Conference (GMEC) meeting.

- a. Quorum of family medicine faculty, present at each GMEC meeting.
6. Provide consulting family medicine services for HOSPITAL staff and resident staff.
 7. Teach family medicine to physicians and resident staff.
 8. Participate in both formal as well as informal family medicine education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
 9. Assist the Program Director, Family Medicine Residency in developing and maintaining written policies and procedural guidelines applicable to DEPARTMENT which are in accord with current requirements and recommendations of the ACGME and the Joint Commission, and in assuring that DEPARTMENT functions in conformance with the written policies and procedures.
 10. Provide assistance to the Program Director, Family Medicine Residency develop, update and maintain HOSPITAL's Family Medicine Residency curriculum for teaching family medicine 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 family medicine services and that curriculum objectives are fulfilled.
 11. Assist the Program Director, Family Medicine Residency develop, update and maintain HOSPITAL's Medical Education Program in accord with the requirements and regulations governing medical education as promulgated by the ACGME.
 12. Assist in the development of educational programs for other allied practitioners such as nurse practitioners, nurses, and technicians.
8. AFMC Urgent Care Coverage: CONTRACTOR shall provide urgent care coverage for ten (10) hours a day, Monday through Friday, and eight (8) hours a day Saturday, for fifty-two weeks (52) per fiscal year and up to five (5) COUNTY Holidays, as coordinated and agreed with AMBULATORY CARE Chief Executive Officer and AMBULATORY CARE Chief Medical Officer.
 9. Inpatient Medicine Attending Coverage: CONTRACTOR shall provide fifty-two weeks (52) per fiscal year of inpatient medicine coverage for Hospitalists Team D.
 10. Satellite Obstetrics Call Coverage: CONTRACTOR shall provide one (1) full-time equivalent faculty physician for satellite obstetrics call coverage twenty-four (24) hours a day, for two (2) days per month, excluding holidays.
 11. Backpack Medicine Physician Services: CONTRACTOR shall provide forty-six (46) half-day clinics per fiscal year at homeless grounds locations within Ventura County. These services shall be managed under the AMBULATORY CARE Chief Executive Officer and AMBULATORY CARE Chief Medical Officer.

12. College Physician Services: CONTRACTOR shall provide forty-six (46) half-day clinics per fiscal year at student health services of colleges and universities contracted with AGENCY. These services shall be managed under the AMBULATORY CARE Chief Executive Officer and AMBULATORY CARE Chief Medical Officer.
13. IPU H&Ps Fellow Oversight: CONTRACTOR shall provide the equivalent of point twenty-six (.26) full-time fellow oversight and supervision for history and physicals in the HOSPITAL's IPU. These services shall be managed under the HOSPITAL Chief Executive Officer and HOSPITAL Chief Medical Officer.
14. PALLIATIVE CARE PHYSICIANS: CONTRACTOR shall provide management of the Palliative Care Program of AGENCY providing a director and an attending physician for the equivalent of one point ten (1.10) full-time physicians and have the following responsibilities:
 - A. Provide seven (7) half-days per week of palliative care work, with two (2) half-days per week of administrative time and one (1) half-day per week of clinic patient care or precepting.
 - B. Provide inpatient care that includes clarifying the patient's goals of care, conducting frequent assessments (e.g., initial, follow-up, discharge) and recommending therapies for managing uncomfortable symptoms and developing care plans.
 - C. Participate in family meetings to discuss care plans, educate patients and families on the typical course of illness and what they might expect.
 - D. Coordinate activities of the other palliative care team members and communicate palliative care team recommendations to primary care physicians.
 - E. Coordinate patient care with primary physicians, assuming responsibility for specific aspects of treatment related to pain or other symptom management.
15. OTHER PURCHASED CLINICAL SERVICES:
 - A. Provide the services of a family nurse practitioner ("NP") or physician assistant ("PA") for an average of one hundred (100) hours per month to assist CONTRACTOR in all aspects of providing services, as described herein.
 - B. Provide psychology clinical service at an average of eighty (80) hours per month to the Family Medicine Residency.
 - C. Attending Physician Teaching Services: CONTRACTOR shall provide up to ten (10) half-days of clinics per week for fifty-two weeks (52) per fiscal year of additional coverage through the satellite clinic attending physicians.
 - D. Private Practice Attending Physician Teaching Services: CONTRACTOR shall provide up to one hundred and fifty (150) half-day clinics of purchased coverage from

other physicians outside the AGENCY.

- E. Physician Liaison to Whole Person Care Program: CONTRACTOR shall provide an average of eight (8) hours per month to the responsibilities of physician oversight of the Whole Person Care team in the AFMC. Duties shall include, but not be limited to, clinic expertise regarding the Whole Person Care program, resources for patients at AFMC and contribution to a case management conference per fiscal year.

16. OBSTETRICS AND GYNECOLOGY FELLOWSHIP PHYSICIAN SERVICES:

CONTRACTOR in conjunction with the HOSPITAL Chief Medical Officer, Obstetrics and Gynecology, and HOSPITAL Chief Executive Officer shall coordinate the recruitment of an obstetrics and gynecology fellow physician during every residency training year. The obstetrics and gynecology fellow physician shall have the following responsibilities:

- A. Coverage of Women's and Children's Clinic and other AMBULATORY CARE clinics a minimum of two and one half (2 1/2) days per week.
- B. Coverage of Labor and Delivery Ward a minimum of one (1) day per week.
- C. Participation in surgical cases a minimum of one (1) day per week.
- D. Night call one (1) night per week and one (1) weekend per month.

17. FACULTY DEVELOPMENT FELLOWSHIP PHYSICIAN SERVICES:

CONTRACTOR in conjunction with the HOSPITAL Chief Executive Officer and the HOSPITAL Chief Medical Officer shall coordinate the recruitment of a faculty development fellow physician during every residency training year. The faculty development fellow physician shall have the following responsibilities:

- A. Provide two (2) half-day clinics of direct patient care and three (3) half-days of precepting at AFMC for forty-seven (47) weeks per year.
- B. Design and carry out a clinical research project.
- C. Participate in coverage assignments, including, but not limited to call coverage for the Family Medicine Residency Program and inpatient hospitalist duties as agreed upon by the Program Director, Family Medicine Residency.
- D. Participate in faculty development curriculum in cooperation with the Program Director, Family Medicine Residency.
- E. Participate in CONTRACTOR's developing, updating, and maintaining HOSPITAL's Family Medicine Residency curriculum.

18. ADDICTION MEDICINE FELLOWSHIP PHYSICIAN SERVICES:

CONTRACTOR in conjunction with the HOSPITAL Chief Executive Officer, the HOSPITAL Chief Medical Officer and Addiction Medicine Medical Director shall coordinate the recruitment of an addiction medicine fellow physician during every residency training year. The addiction

medicine fellow physician shall have the following responsibilities:

- A. Provide direct patient care via consultations in the Emergency Department and inpatient and outpatient addiction medicine clinic settings. Emergency Department and inpatient consultations will be provided Monday through Friday excluding COUNTY holidays. Each addiction medicine fellow physician will provide at a minimum of four (4) half days of outpatient clinic services per week on average, which will include a minimum of one (1) half day of primary care clinic per week on average.
- B. Participation in residency education including precepting and overseeing residents on the consultation service/clinic and the development of the Family Medicine Residency curriculum.

19. MATERNAL CHILD FELLOWSHIP PHYSICIAN SERVICES: CONTRACTOR in conjunction with the HOSPITAL Chief Executive Officer and the HOSPITAL Chief Medical Officer shall coordinate the recruitment of a maternal child fellow physician during every residency training year. The maternal child fellow physician shall have the following responsibilities:

- A. Provide nine (9) half-days per week of clinic with a monthly average of no less than eight (8) patients per half a day.
- B. Participate in provider meetings and on-site managerial task.
- C. Perform charting and billing within three (3) days after the time of visit.

20. INPATIENT PSYCHIATRIC UNIT (IPU) HISTORY AND PHYSICAL EVALUATION PHYSICIAN SERVICES:

- A. CONTRACTOR shall provide 8 AM to 5 PM physician coverage for history and physical evaluation services in the IPU and maintain scheduling responsibilities five (5) days per week, Monday through Friday (except COUNTY holidays that may fall on a weekday), fifty-two (52) weeks per year.
- B. CONTRACTOR shall ensure that the initial or intake taking of each patient's medical history and the initial physical examination shall be completed within twenty-four (24) hours of the patient's admission to the IPU.
- C. CONTRACTOR shall produce electronic documentation that is complete, easily interpreted, and signed to ensure completion of the electronic medical chart of each patient.
- D. CONTRACTOR shall participate in cost containment programs relative to controllable physician or other professional costs.
- E. CONTRACTOR shall accept additional assignments from the Medical Director of the HOSPITAL and the Director of the IPU as mutually agreed.

II. GENERAL RESPONSIBILITIES:

1. CONTRACTOR shall assure its appropriate membership on the Medical Staff of HOSPITAL, and proper credentialing.
2. 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 its service.
3. CONTRACTOR shall comply with the policies, rules and regulations of AGENCY subject to the state and federal laws covering the practice of medicine, and shall comply with all applicable provisions of law relating to licensing and regulations of physicians.
4. CONTRACTOR's time will be allocated in approximately the following manner:

| | |
|-------------------|-------------|
| Hospital Services | 5 % |
| Patient Services | 30 % |
| Research | 5 % |
| Teaching | <u>60 %</u> |
| Total | 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. AGENCY may amend the allocation of CONTRACTOR's time with written notice by the AGENCY Director.

5. CONTRACTOR agrees to treat patients without regard to patient's race, ethnicity, religion, national origin, citizenship, age, sex, preexisting medical condition, status or ability to pay for medical services, except to the extent that a circumstance such as age, sex, preexisting medical condition or physical or mental handicap is medically significant to the provision of appropriate medical care to the patient.
6. CONTRACTOR shall prepare and submit all Physician's Services notes, treatment plans and other documents required by AGENCY and any third-party payer, including, but not limited to, Medicare and Medi-Cal, for the remuneration of CONTRACTOR's services within ten (10) days of the provision of the services by CONTRACTOR in the AGENCY's electronic record system. Such documentation shall be accurate and legible. CONTRACTOR acknowledges that AGENCY will rely upon this documentation in billing third party payers for their services.

By this Agreement, AGENCY contracts for the services of Ventura Faculty Associates, as physician and allied practitioners, and CONTRACTOR may not substitute service by another physician or medical provider without written approval of the HOSPITAL Chief Medical Officer.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

CONTRACTOR shall be paid as follows:

1. **BASE FEE**: CONTRACTOR shall receive a base compensation of [REDACTED] (\$ [REDACTED]) per month (“BASE FEE”) for services of thirteen (13) full-time equivalent core faculty physicians, out of the total fifteen point zero four (15.04) full-time physicians under this Agreement, for the performance of clinical responsibilities outlined in Attachment I. If fewer services are provided than described in Attachment I, the BASE FEE shall be prorated at the rate of [REDACTED] (\$ [REDACTED]) per full-time equivalent physician. CONTRACTOR shall attach physician’s productivity reports provided by AGENCY to the monthly invoice. Productivity reports may include number of patients, number of clinics, calendar of clinics, 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. The maximum amount to be paid under this paragraph is [REDACTED] (\$ [REDACTED]) per fiscal year.

2. **BASE FEE INPATIENT DETOX SERVICES**: Effective October 16, 2023, or the first day that the Inpatient Detox Services unit at HOSPITAL opens, CONTRACTOR shall receive a base compensation of [REDACTED] (\$ [REDACTED]) per month (“DETOX BASE FEE”) for services of zero point six (0.6) full-time equivalent physician for the performance of clinical responsibilities outlined in Attachment I, paragraph 7. If fewer services are provided than described in Attachment I, paragraph 7, the DETOX BASE FEE shall be prorated accordingly. CONTRACTOR shall attach physician’s productivity reports provided by AGENCY to the monthly invoice. Productivity reports may include number of patients, number of clinics, calendar of clinics, 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. The maximum amount to be paid under this paragraph for the period of October 16, 2023, through June 30, 2024, is [REDACTED] (\$ [REDACTED]) and [REDACTED] (\$ [REDACTED]) for the period of July 1, 2024, through June 30, 2025.

3. **INPATIENT DETOX SERVICES CALL COVERAGE (WEEKENDS AND HOLIDAYS)**:

CONTRACTOR shall be paid for weekends and holidays call coverage based on the following table below:

| Inpatient Detox Services Call Coverage (Weekends and Holidays) | | | |
|---|-----------------------------|------------------|-------------------------------|
| Call Coverage Description | Compensation per Day | Call Days | Call Days Compensation |
| Weekends | [REDACTED] | 104 | [REDACTED] |
| Holidays | [REDACTED] | 11 | [REDACTED] |
| Total per FY | | | [REDACTED] |

- a. CONTRACTOR shall provide one hundred and four (104) weekend call days per fiscal year.
- b. CONTRACTOR shall provide eleven (11) COUNTY holidays call days per fiscal year.
- c. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include a work log, schedule of days worked, or patients seen, as applicable. CONTRACTOR shall attach a monthly schedule of the call days worked to the monthly invoice in accordance with Paragraph 17 of this Attachment II. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Executive Officer or HOSPITAL Chief Medical Officer on a monthly basis and attached to the monthly invoice. CONTRACTOR may engage in no other coverage of clinical services while on duty for the after-hours call coverage described in this Agreement and compensated through this paragraph. It is mutually understood that these services include necessary rounds, oversight of care, additional visits to HOSPITAL and appropriate documentation of said services. The maximum amount to be paid under this paragraph for the period of October 16, 2023, through June 30, 2024, is [REDACTED] (\$) and [REDACTED] (\$) for the period of July 1, 2024 through June 30, 2025.

4. DIRECTOR FEES:

- a. Program Director, Family Medicine Residency: CONTRACTOR shall receive [REDACTED] (\$) per month compensation for services performed as Program Director, Family Medicine Residency as outlined in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts reviews, education and training, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. The maximum amount to be paid under this sub-paragraph is [REDACTED] (\$) per fiscal year.
- b. Program Associate Directors, Family Medicine Residency: CONTRACTOR shall receive [REDACTED] (\$) per month per physician compensation for services performed as two (2) Program Associate Directors, Family Medicine Residency as outlined in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts reviews, education and training, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. The maximum amount to be paid under this sub-paragraph is [REDACTED] (\$) per fiscal year.
- c. Director of Academic Family Medicine Center (“AFMC”) and AFMC Urgent Care: CONTRACTOR shall receive [REDACTED] (\$) per month compensation for services performed as Medical Director, AFMC and AFMC Urgent Care as outlined in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts reviews, education and training, and other activities as applicable. Details relevant to tasks

performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or AMBULATORY CARE 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 is [REDACTED] (\$ [REDACTED]) per fiscal year.

- d. Program Director, Addiction Medicine Physician Fellowship: CONTRACTOR shall receive [REDACTED] (\$ [REDACTED]) per month compensation for services performed as Program Director, Addiction Medicine Physician Fellowship, as outlined in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts reviews, education and training, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. The maximum amount to be paid under this sub-paragraph is [REDACTED] (\$ [REDACTED]) per fiscal year.

The maximum amount to be paid under this Paragraph is [REDACTED] (\$ [REDACTED]) per fiscal year.

5. URGENT CARE FEE: CONTRACTOR shall receive [REDACTED] (\$ [REDACTED]) per month for the provision of attending physician coverage for AFMC Urgent Care. It is mutually agreed that for the hours that AFMC Urgent Care is staffed with attending physician(s), CONTRACTOR shall be paid at the rate of [REDACTED] (\$ [REDACTED]) per hour for weekdays and weekends and [REDACTED] (\$ [REDACTED]) per hour for COUNTY holidays, up to five (5) holidays annually, as coordinated and agreed upon with AMBULATORY CARE Chief Executive Officer and Medical Officer. CONTRACTOR shall attach physicians' productivity reports provided by AGENCY to the monthly invoice. Productivity reports may include number of patients, number of clinics, calendar of clinics, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the AMBULATORY CARE Chief Medical Officer or AMBULATORY CARE Chief Executive Officer on a monthly basis and attached to the monthly invoice. CONTRACTOR shall provide AGENCY with a detailed reconciliation of the hours of service provided during the fiscal year-end reconciliation. In the event that funds identified for these services remain unused at the end of any fiscal year per the "Distribution Statement," described in Paragraph 14 below, CONTRACTOR shall return unused funds to AGENCY within thirty (30) days of the end of the fiscal year. The maximum amount to be paid under this Paragraph is [REDACTED] (\$ [REDACTED]) per fiscal year.

6. AFMC URGENT CARE AFTERHOURS FEE: CONTRACTOR shall receive additional compensation of [REDACTED] (\$ [REDACTED]) per hour for weekday and weekend days and [REDACTED] (\$ [REDACTED]) per hour up to five (5) COUNTY holidays, as coordinated and agreed upon with AMBULATORY CARE Chief Executive Officer and Medical Officer, for after-hours urgent care services staffed with attending physician(s). CONTRACTOR shall bill AGENCY for the afterhours urgent care services within thirty (30) days of the provision of the services. CONTRACTOR shall attach physicians' productivity reports provided by AGENCY to the monthly invoice. Productivity reports may include number of patients, number of clinics, calendar of clinics, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or AMBULATORY CARE 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 paragraph is [REDACTED]

██████████ (\$██████████) per fiscal year.

7. INPATIENT PSYCHIATRIC UNIT (IPU) HISTORY AND PHYSICAL EVALUATION PHYSICIAN SERVICES FEE: CONTRACTOR shall be paid the sum of ██████████ (\$██████████) per month for the IPU H&P services outlined in Attachment I, Part I, Paragraph 20. If fewer services are provided than described in Attachment I, the IPU H&P service fee shall be prorated at the rate of ██████████ (\$██████████) per day. CONTRACTOR shall attach physicians' productivity reports provided by AGENCY to the monthly invoice. Productivity reports may include number of patients, number of clinics, calendar of clinics, 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 compensation to be paid under this paragraph is ██████████ (\$██████████) per fiscal year.

8. PURCHASED CLINICAL SERVICES FEES:

a. NURSE PRACTITIONER / PHYSICIAN ASSISTANT FEES: CONTRACTOR shall receive ██████████ (\$██████████) per month to provide the services of a nurse practitioner or physician assistant, who shall assist CONTRACTOR in all aspects of providing services, as described herein. This compensation is based on a minimum average of one hundred (100) hours per month devoted to the tasks outlined herein. The maximum amount to be paid under this subparagraph is ██████████ (\$██████████) per fiscal year.

b. PRIVATE PRACTICE ATTENDING TEACHING FEE: CONTRACTOR shall receive ██████████ (\$██████████) per month to pay for attending physician services provided by PARTICIPATING PHYSICIANS actively engaged in the private practice of family medicine. PARTICIPATING PHYSICIANS may include AMBULATORY CARE attending physicians who have shown exceptional skill as family medicine educators. AMBULATORY CARE attending physicians will provide this service with the same degree of responsibility as in their primary position. These services are to be used for supervision of medical care provided by residents in the AFMC. The maximum amount to be paid under this subparagraph is ██████████ (\$██████████) per fiscal year.

c. PSYCHOLOGY CLINICAL SERVICES FEE: CONTRACTOR shall receive ██████████ (\$██████████) per month to provide psychology clinical service and teaching at the AFMC. This compensation is based on an average of eighty (80) hours per month devoted to the tasks outlined herein. The maximum amount to be paid under this subparagraph is ██████████ (\$██████████) per fiscal year.

d. ATTENDING PHYSICIAN TEACHING SERVICES: CONTRACTOR shall receive additional compensation of ██████████ (\$██████████) per half-day clinic, up to 10 half-days clinic per week for fifty-two (52) weeks per fiscal year for AMBULATORY CARE clinic attending physician teaching services. The maximum amount to be paid under this subparagraph is ██████████ (\$██████████) per fiscal year.

- e. PHYSICIAN LIAISON TO WHOLE PERSON CARE PROGRAM: CONTRACTOR shall receive additional compensation of [REDACTED] (\$) per half-day clinic, for up to one (1) half-day clinic per month for twelve (12) months per fiscal year for Whole Person Care program attending physician liaison services. The maximum amount to be paid under this subparagraph is [REDACTED] (\$) per fiscal year.
9. OBSTETRICS AND GYNECOLOGY FELLOW SERVICE FEES: CONTRACTOR shall receive [REDACTED] (\$) per month to provide obstetrics and gynecology fellow services. This compensation is based on an average of forty-eight (48) weeks per year devoted to the tasks outlined in Attachment I. CONTRACTOR shall attach physician productivity reports provided by AGENCY to the monthly invoice. Productivity reports may include number of patients, number of clinics, calendar of clinics, 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 paragraph is [REDACTED] (\$) per fiscal year.
10. FACULTY DEVELOPMENT FELLOW SERVICE FEES: CONTRACTOR shall receive [REDACTED] (\$) per month to provide faculty development fellow services. This compensation is based on an average of forty-eight (48) weeks per year devoted to the tasks outlined in Attachment I. CONTRACTOR shall attach physician productivity reports provided by AGENCY to the monthly invoice. Productivity reports may include number of patients, number of clinics, calendar of clinics, 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 subparagraph is [REDACTED] (\$) per fiscal year.
11. ADDICTION MEDICINE FELLOW SERVICE FEES:
- a. Effective July 1, 2023, through July 31, 2023, CONTRACTOR shall receive [REDACTED] (\$) per month to provide two (2) fellows to provide addiction medicine fellow services. This compensation is based on an average of forty-eight (48) weeks per year per fellow devoted to the tasks outlined in Attachment I. CONTRACTOR shall attach physicians' productivity reports provided by AGENCY to the monthly invoice. Productivity reports may include number of patients, number of clinics, calendar of clinics, 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 subparagraph for the period of July 1, 2023, through July 31, 2023, is [REDACTED] (\$ [REDACTED]).
- b. Effective August 1, 2023, through June 30, 2024, and any fiscal year thereafter, CONTRACTOR shall receive [REDACTED]

██████████ (██████████) per month to provide three (3) fellows to provide addiction medicine fellow services. This compensation is based on an average of forty-eight (48) weeks per year per fellow devoted to the tasks outlined in Attachment I. CONTRACTOR shall attach physicians' productivity reports provided by AGENCY to the monthly invoice. Productivity reports may include number of patients, number of clinics, calendar of clinics, 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 subparagraph for the period of August 1, 2023, through June 30, 2024, is ██████████
██████████ (\$██████████) and ██████████
██████████ (\$██████████) per any fiscal year thereafter.

12. MATERNAL CHILD FELLOW SERVICE FEES: CONTRACTOR shall receive ██████████
██████████ (\$██████████) per month to provide maternal child fellow services. This compensation is based on an average of forty-eight (48) weeks per year devoted to the tasks outlined in Attachment I. CONTRACTOR shall attach physician productivity reports provided by AGENCY to the monthly invoice. Productivity reports may include number of patients, number of clinics, calendar of clinics, 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 paragraph is ██████████
██████████ (\$██████████) per fiscal year.

13. PURCHASED SERVICES RECONCILIATION: In the event that fewer services than as described in Paragraphs 8, 9, 10, 11 or 12 of this Attachment II are provided in any fiscal year per the "Distribution Statement," described in Paragraph 14 below, CONTRACTOR shall return unused funds to AGENCY within thirty (30) days of the end of the fiscal year. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed summarized on an annual basis to include number of patients, number of clinics, calendar of clinics, 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.

14. ADMINISTRATIVE SUPPORT FEES: CONTRACTOR shall receive ██████████
██████████ (\$██████████) per month for the management and provision of all residency related activities. CONTRACTOR shall submit at the end of every fiscal year a report that itemizes administrative support fees. The maximum to be paid under this Paragraph is ██████████ (\$██████████) per fiscal year.

15. INCENTIVES:

- a. Clinic Productivity: CONTRACTOR shall be paid as set forth below for achievement of the productivity measures described in Attachment I, Part I, Paragraph 8.B.5, subparagraph i:
 - i. Fiscal Year 2023-2024, and any fiscal year thereafter: The maximum amount to be paid

under this sub-subparagraph is [REDACTED] (\$ [REDACTED]) per fiscal year.

| Fiscal Year 2023-2024 and thereafter | | | | |
|--|-----------------|----------------------|--------------------------|---------------------|
| Average Number of Patients per Half-days | Monthly Visits* | Percentage incentive | Quarterly Compensation** | Annual Compensation |
| 8 | 683 | 25% | \$ [REDACTED] | \$ [REDACTED] |
| 9 | 768 | 50% | \$ [REDACTED] | \$ [REDACTED] |
| 10 | 853 | 75% | \$ [REDACTED] | \$ [REDACTED] |
| 11 | 939 | 100% | \$ [REDACTED] | \$ [REDACTED] |
| *visits to be adjusted for faculty LOA or attrition | | | | |
| **number of half-day clinics and number of monthly visits must be met. | | | | |

- b. Quality Metrics: CONTRACTOR shall be paid as set forth below for achievement of the quality measures described in Attachment I, Section I, Paragraph 8.B.5, subparagraph ii:
- ii. Fiscal Year 2023-2024 and any fiscal year thereafter: The maximum amount to be paid under this sub-subparagraph is [REDACTED] (\$ [REDACTED]) per fiscal year.

| Number of Quality Measures Passed | Percentage Incentive | Quarterly Compensation | Annual Compensation |
|-----------------------------------|----------------------|------------------------|---------------------|
| 4 | 25% | \$ [REDACTED] | \$ [REDACTED] |
| 5 | 50% | \$ [REDACTED] | \$ [REDACTED] |
| 6 | 75% | \$ [REDACTED] | \$ [REDACTED] |
| 7 | 100% | \$ [REDACTED] | \$ [REDACTED] |

- c. Academic Excellence: CONTRACTOR shall be paid as set forth below for achievement of the performance targets described in Attachment I, Part I, Paragraph 8.B.5, subparagraph v:
- v. Fiscal Year 2023-2024 and any fiscal year thereafter: The maximum amount to be paid under this sub-subparagraph is [REDACTED] (\$ [REDACTED]) per fiscal year.

| Number of Academic Excellence Incentives Passed | Percentage Incentive | Quarterly Compensation | Annual Compensation |
|---|----------------------|------------------------|---------------------|
| 2 | 25% | \$ [REDACTED] | \$ [REDACTED] |
| 3 | 50% | \$ [REDACTED] | \$ [REDACTED] |
| 4 | 75% | \$ [REDACTED] | \$ [REDACTED] |
| 5 | 100% | \$ [REDACTED] | \$ [REDACTED] |

16. All payments by AGENCY shall be to an account designated by “Ventura Faculty Associates,” which shall be responsible for distributing appropriate amounts to each physician paid under this Agreement. CONTRACTOR is responsible for establishing and administering said account, and no physician shall have any claim against AGENCY so long as AGENCY has

made all necessary payments to said account. CONTRACTOR shall provide to AGENCY, on an annual, fiscal year end basis, a written accounting and reconciliation of the distribution of funds from said account including, but not limited to, payments to physicians and allied practitioners (“Distribution Statement”). COUNTY shall issue forms 1099-MISC as required by law to “Ventura Faculty Associates,” using the TIN designated by CONTRACTOR and in accordance with IRS requirements. CONTRACTOR is responsible for the allocation of any taxable income reported on the forms 1099-MISC, and no physician shall have any claim against COUNTY with respect to such allocation.

17. 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.
18. It is agreed that the above compensation is to be provided for the professional services of the CONTRACTOR and any subcontractor utilized by the CONTRACTOR. CONTRACTOR may, with the knowledge and consent of AGENCY or HOSPITAL, arrange for partial coverage of duties, either by volunteers or a subcontractor. Responsibilities of such subcontractor(s) shall be consistent with those of the CONTRACTOR, and as described in this Agreement. CONTRACTOR shall be responsible for all scheduling and oversight of such volunteers and subcontractor(s).
19. The compensation specified above shall constitute the full and total compensation 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.
20. If CONTRACTOR is under suspension from the Medical Staff or 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 sixteen percent (16%) of the total 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 Medical Directors of HOSPITAL. AGENCY shall pay no interest on any payment which has been withheld in this manner.
21. Provision of fewer services provided than identified in the appropriate compensation paragraph may result in a proration of the compensation.
22. 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.
23. The maximum amount to be paid under this Agreement for the period of July 1, 2023, through June 30, 2024, is [REDACTED]

(\$ [REDACTED]).

24. The maximum amount to be paid under this Agreement for the period of July 1, 2024, through June 30, 2025, is [REDACTED] (\$ [REDACTED]).