FIFTH AMENDMENT TO AGREEMENT FOR MEDICAL SPECIALTY CARE SERVICES

This Fifth Amendment to the "Agreement for Medical Specialty Care Services" effective December 6, 2016 ("Agreement"), is made and entered into by the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter sometimes referred to as COUNTY, including its Ventura County Health Care Agency (referred to collectively as "AGENCY"), and Oceanview Medical Specialists, a California Medical Corporation ("CONTRACTOR").

Agreement

The parties hereby agree that the referenced Agreement is amended effective July 1, 2019, as follows:

A. The Agreement, subject to all necessary budgetary approvals by the Ventura County Board of Supervisors, is hereby extended through June 30, 2020. Then, unless either party provides written notice of its intent not to renew at least ninety (90) days prior to the annual renewal date, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, the Agreement shall then be extended for up to two (2) additional periods of one (1) year each.

B. Exhibit A, Participating Providers, shall be replaced in its entirety with the attached Exhibit A.

C. Attachment I, Responsibilities 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.

E. Exhibit B, Quality Metrics, shall be added as a new exhibit to the Agreement.

F. Exhibit C, Target Values, shall be added as a new exhibit to the Agreement.

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

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

CONTRACTOR:

Oceanview Medical Specialists,
A California Medical Corporation

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

TIN #:__

Address: _____

_____

AGENCY:

Dated: _____ By: _____
HCA DIRECTOR or DESIGNEE

EXHIBIT A

PARTICIPATING PROVIDERS

Effective July 1, 2019 and Thereafter

1	Sohail Abdi-Moradi, MD
2	Scott Ahl, DO
3	Michelle Azimov, MD
4	Ravinder Bajwa, MD
5	Melissa Barger, MD
6	Isabella Chen, MD
7	Theresa Cho, MD
8	Amita Dharawat, MD
9	Stephanie Greger, MD
10	Bennett Lipper, MD
11	Rikk Lynn, MD
12	Ali Maamar-Tayeb, MD
13	Phil McKay, PA-C
14	Julie Morantz, PA-C
15	Cory Nitzel, MD
16	Kristoff Olson, MD
17	Karlos Oregel, MD
18	Russell Powell, MD
19	John Prichard, MD
20	Sarmen Sarkissian, MD
21	Scott Underwood, DO
22	Omid Fatemi, MD
23	Thomas Kong, MD
24	Ian Wallace MD
25	Niloofar Farmani, MD
26	Imtiaz Malik, MD, effective 9/1/19
27	Dipti Sagar, MD, effective 9/1/19

ATTACHMENT I
RESPONSIBILITIES OF CONTRACTOR

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

A. CONTRACTOR shall provide specialty medical services 365 days per year, 7 days per week and 24 hours per day, as described in article FIRST, above. Gastroenterology night and weekend call, pulmonology night and weekend call, neurology night call, rheumatology night call and nephrology day, night and weekend call shall be excluded, as AGENCY contracts for these services with other contractors. Provision of fewer services shall result in appropriate pro-rations.

B. Management of specialty medical services: CONTRACTOR shall have, among other duties as shall be mutually agreed, the following responsibilities:

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

2. Quality and Safety:

   a. Work with the HOSPITAL and AMBULATORY CARE Administrators and Medical Directors on measuring, assessing and improving quality and patient safety in collaboration with the Inpatient and Outpatient Quality Departments, including helping to identify and carry out performance improvement, encouraging best practices, supporting bundled care initiatives and developing clinical practice guidelines.

   b. Coordinate with various departments in HOSPITAL regarding initiatives that are interdepartmental to the specialties of cardiology, interventional cardiology, endocrinology, immunology, pulmonary medicine, hematology-oncology, diabetology, rheumatology, dermatology, infectious disease, nephrology, hepatitis C, neurology and HIV medicine.

3. Resource Allocation and Oversight:

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

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

4. Scheduling and oversight of all physicians, nurse practitioners, or physician assistants providing the specialty medical services described in Paragraph C below, including selection of physician department leadership for the following departments: cardiology, endocrinology, immunology, pulmonary medicine, hematology-oncology, diabetology,

rheumatology, dermatology, infectious disease, nephrology, neurology, gastroenterology, and HIV medicine.

5. Coordination and integration of the specialty medical services providers with all other departments of HOSPITAL.

6. Recommending to HOSPITAL such equipment, space, supply, and personnel requirements as shall be necessary for the proper function of the specialty medical services providers.

7. Assistance in formulation of recommendations for the outpatient and inpatient treatment of patients of HOSPITAL so as to maximize the efficiencies of specialty medical services providers operation and utilization.

8. Coordination and integration of interdepartmental and intradepartmental specialty medical services.

9. Development and implementation of policies and procedures to guide and support the provision of specialty medical services.

10. Recommending a sufficient number of qualified and competent persons to provide specialty medical care and service, and determination of the qualifications and competence of such persons.

11. Continuous assessment and improvement of the quality of specialty medical care and services provided, along with the maintenance of such quality control programs as are appropriate.

12. Orientation and continuing education of all specialty medical services providers.

C. CONTRACTOR shall provide specialty medical services in the following specialties: cardiology, interventional cardiology, endocrinology, pulmonary medicine, hematology-oncology, diabetology, rheumatology, dermatology, infectious disease, nephrology, neurology, immunology, gastroenterology, and HIV medicine.

D. Outpatient Clinic Services: CONTRACTOR shall provide sufficient outpatient clinic services to meet AGENCY's needs. Upon request, CONTRACTOR shall provide AGENCY with a written breakdown of current clinical schedules.

F. CONTRACTOR shall provide the following services in all the above referenced specialties as applicable to each specialty:

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

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

1. Inpatient Clinical Services:
   a. Daytime medical specialty call and hospital consultation will be provided by CONTRACTOR for the following specialties: cardiology, endocrinology and diabetes, dermatology, hematology and oncology, infectious disease, immunology, neurology, gastroenterology, pulmonology and rheumatology.

   b. Overnight medical specialty call will be provided by CONTRACTOR for the following specialties: cardiology/interventional cardiology, endocrinology and diabetes, dermatology, hematology and oncology, infectious disease, immunology, and rheumatology.

2. Cardiology:
   a. CONTRACTOR shall interpret all non-invasive cardiology studies, otherwise known as graphics, performed at HOSPITAL, including but not limited to electrocardiograms (EKG), echocardiograms, holter monitors and cardiac stress studies.

   b. CONTRACTOR shall arrange for invasive cardiology evaluation and therapy to patients of HOSPITAL, including but not limited to pacemakers and defibrillators implanted at HOSPITAL.

   c. CONTRACTOR shall arrange for the provision of professional cardiology services at other facilities for HOSPITAL's patients. Services shall include but not be limited to heart catheterizations, coronary angiography and coronary angioplasty.

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

   a. Inpatient cardiac care, including the intensive care unit and all patient floors.

   b. Emergency room cardiology coverage.

   c. Provision of consulting cardiology and interventional cardiology services for hospitalists.

   d. Performance and interpretation of all non-invasive studies, otherwise known as "graphics," performed at HOSPITAL, including, but not limited to EKGs, echocardiograms, holter monitors, stress tests, and tranesophageal echocardiograms.

   e. Arrange for the provision of invasive cardiology evaluation and therapy to patients of HOSPITAL, including but not limited to coronary angiography and/or coronary angioplasty, placement of hemodynamic support devices, pulmonary artery catheters, transvenous pacemakers, and permanent pacemakers whether performed at HOSPITAL or at any other facility.

f. Help to maintain the proper call schedule, availability and all other necessary organizational issues associated with the provisions of specialty medical services.

g. Monitor and evaluate the quality and appropriateness of patient care provided by the Cardiology Department, in accordance with the Quality Assurance and Utilization Review plans of HOSPITAL and AMBULATORY CARE.

h. Be available by phone within thirty (30) minutes and within a reasonable distance from HOSPITAL, for all consultations and call requests during call service hours. Failure to respond to a call in a timely fashion will result in forfeit of compensation. Failure to provide in-person consultation as requested by HOSPITAL attending services will result in forfeit of compensation.

i. Provide clear documentation of consultation whether done by phone or in person when appropriate.

j. Provide clear documentation of all procedures performed whether performed at HOSPITAL or at any other facility.

k. Cardiology call service shall be provided 365 days per year, 7 days per week, 24 hours per day. To receive compensation, CONTRACTOR is expected to assign to the weekday call cardiology team new cardiology cases that arose during the call shift, including new patient consultations, ongoing cardiac inpatient care, ICU coverage and other pending cardiology service requests.

4. Infectious Disease: CONTRACTOR shall support the Director of Infection Control in efforts related to the Infection Control Program, including review of epidemiologic data, clinical practice guideline and policy development, antibiotic stewardship and participation in performance improvement projects as they relate to infection control.

5. Pulmonary Medicine: CONTRACTOR shall interpret pulmonary function testing done at HOSPITAL and as requested serve as Director, Pulmonary Function Laboratory. CONTRACTOR shall perform bronchoscopies as needed.

6. Hematology/Oncology: CONTRACTOR shall provide clinical oversight, participate in regular administrative meetings and review of fiscal and clinical policies and procedures of HOSPITAL's Oncology Infusion Center. Said services include but are not limited to placement of indwelling venous catheters, bone marrow aspiration and biopsy, lumbar puncture, skin and lymph node biopsy.

7. Neurology: CONTRACTOR shall provide interpretation of electrodiagnostics, electroencephalograms (EEGs), electromyograms (EMGs), and nerve conduction study interpretations to meet the needs of HOSPITAL's patients.

8. Utilization Management Physician Support: CONTRACTOR shall provide clinical review for HOSPITAL's Utilization Management Department including, but not limited to:

a. Review referrals labeled as urgent or in question of being urgent through access to the referral physician profile within HOSPITAL's electronic health record system.

b. Review records and communicate with referring providers and specialists.

c. Communicate with Referral Department staff any decisions made utilizing clinical judgment in regards to cases presented.

d. Review utilization of referrals.

e. Document communication and decisions made, including staff and providers involved.

f. Follow the process in place for referrals including those marked as urgent.

g. Coordinate appropriate communication for all urgent referrals from provider to specialist and ensure appropriate documentation exists in the electronic record.

h. On urgent referrals, reviewing physicians may be copied on messages from the referring provider in the following circumstances:

(1) If there has been a failure to respond to the referral by the specialist.

(2) For background continuity.

(3) The reviewing physician, upon review of a case, and after attempting and failing to communicate both with the referring provider and the specialist, through clinical judgment will determine the appropriate timeliness and need for the patient to be seen and will communicate with the referral staff to schedule the patient within the specialist's schedule.

9. Management of medical specialty services: CONTRACTOR shall provide management of specialty medical services for AGENCY to include the following, but not limited to:

a. Oversee and supervise the provision of all services provided at HOSPITAL's Medicine Specialty Clinic. This role includes: working with clinic management to organize and coordinate the provision of services, consulting on medical issues needing clarification or solution, and working with the physician staff on provision of care issues, quality and compliance.

b. Be available to the clinic staff to receive results and critical values when those values require attention and the ordering specialist is not on duty.

c. Coordinate and oversee care between the Medicine Specialty Clinic and affiliated specialty care providers.

d. Assist in and review the environment of care rounds and patient satisfaction surveys.

e. Assist clinic managers with scheduling coordination, new service development, and patient complaints (case review) and serve as a liaison between administrative leads and providers.

f. Supervise and aid in the coordination of quality improvement and performance improvement programs.

g. Be available to the clinic staff to receive results and critical values when those values require attention and the ordering specialist is not on duty.

h. Assist in the development of written policies and procedural guidelines applicable to the specialty medical services providers which are in accord with current requirements and recommendations of the State of California and the Joint Commission, and to assure that specialty medical services physicians and allied practitioners function in conformance with the written policies and procedures.

i. Assist in the development of appropriate curriculum for the resident physician staff in preparation for their practice as family physicians, and to assure that residents are appropriately supervised during their provision of all services and that curriculum objectives are fulfilled.

j. Assist in the development of quality assurance mechanisms such as medical chart review, direct supervision, or other methods which may serve to monitor efficiency and quality of emergency services rendered to HOSPITAL.

k. Assist in the development of educational programs for other allied health professional personnel such as nurse practitioners, nurses, and technicians.

l. Represent HOSPITAL within the medical community as specialty medical services providers.

m. Provide a leadership role within HOSPITAL's Medical Staff, including assignment of CONTRACTOR or its designee to Medical Staff committees.

n. Monitor and evaluate the quality and appropriateness of patient care provided by the specialty medical services providers, in accordance with the Quality Assurance and Utilization Review plans of HOSPITAL.

o. Comply and participate in HOSPITAL's efforts to participate in quality initiatives related to specialty medical services provider services that are sponsored by HOSPITAL's liability carrier.

p. Assist in the financial review and the performance review of the specialty medical

services providers, and the entire provision of specialty medical services at HOSPITAL.

H. CONTRACTOR shall strive to achieve appropriate documentation of specialty medical services and/or consultative services on 100% of charts and charges reviewed. No fewer than ten (10) charts per month shall be reviewed to evaluate the adherence of CONTRACTOR to this standard. If, at any time, CONTRACTOR is informed that this standard has not been met, CONTRACTOR may prepare and request for further review, additional information regarding the standard.

I. Time Studies: CONTRACTOR's time will be allocated so as to approximate the following percentages.

	Utilization Management Physician(s)	Physicians with Department Oversight	Attending Physicians	Clinical Only Subcontracted Physicians
Hospital Services	100%	15%	5%	0%
Patient Services	0%	75%	85%	100%
Research	0%	0%	0%	0%
Teaching	0%	10%	10%	0%

CONTRACTOR will maintain, report and retain time records, in accordance with the requirements of federal and state laws, as specified by AGENCY. In particular, CONTRACTOR shall report on a monthly basis the specific hours of service provided to AGENCY for a selected one (1) week period during that month. AGENCY may amend the allocation of CONTRACTOR's time with written notice by the AGENCY Director.

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

K. CONTRACTOR shall comply with the policies, rules and regulations of AGENCY subject to state and federal laws covering the practice of medicine, and with all applicable provisions of law relating to licensing and regulation of physicians and hospitals.

L. CONTRACTOR shall provide appropriate and timely charge documentation of patient services rendered, in order to allow AGENCY to prepare and submit billings to third parties for such services. CONTRACTOR agrees to assist AGENCY with preparation and submission of all necessary documentation.

M. CONTRACTOR agrees all Participating Providers will be board certified or otherwise meet the requirements of the Medical Staff in their respective specialty in accordance with HOSPITAL's guidelines.

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

O. CONTRACTOR shall submit all invoices for services, and/or records needed by AGENCY for the remuneration of CONTRACTOR's services within 10 (ten) days of the provision of the services by CONTRACTOR.

By this Agreement, AGENCY contracts for the services of Oceanview Medical Specialists, a California Medical Corporation. CONTRACTOR may not substitute services by another entity without approval of the Medical Director of HOSPITAL.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

1. One-time Payment: CONTRACTOR shall be paid a one-time payment of thirty four thousand forty three dollars and twelve cents ($34,043.12) on or about August 6, 2019. This payment, and the payment of eight hundred eighty eight thousand one hundred seventy two dollars and seventy two cents ($880,172.72) from AGENCY to CONTRACTOR on July 7, 2019, represents final and full compensation for the services rendered by CONTRACTOR for the of period of July 1, 2019 through July 31, 2019.

2. Provider Coverage: CONTRACTOR shall be paid for providing specialty medical physician and allied practitioner services 365 days a year, 24 hours per day, 7 days per week. Should CONTRACTOR provide less than 24 hours, 7 days a week, 365 days per year specialty medical physician and allied practitioner services, the compensation listed below shall be prorated accordingly. Gastroenterology night and weekend call, pulmonology night and weekend call, neurology night call, rheumatology night call and nephrology day, night and weekend call shall be excluded, as AGENCY contracts for these services with other contractors.

3. Invoicing for Services: In order to receive payments, CONTRACTOR shall submit monthly invoices for all services to be provided by the 15th of the month prior to the month when services are rendered. CONTRACTOR shall be paid on or about the 7th of the month for services provided during that month.

4. Monthly Base:

   a. For the period of July 1, 2019 through August 31, 2019, CONTRACTOR shall be paid seven hundred eighty six thousand eight hundred thirty six dollars and eighty eight cents ($786,836.88) per month for specialty medical care services.

   b. For the period of September 1, 2019 to June 30, 2020, CONTRACTOR shall be paid eight hundred seventy five thousand seventy six dollars and seventy cents ($875,076.70) per month.

   c. For the period of July 1, 2020 through June 30, 2021, CONTRACTOR shall be paid eight hundred seventy five thousand eight hundred twenty six dollars and seventy cents ($875,826.70) per month.

   d. For the period of July 1, 2021 through June 30, 2022, CONTRACTOR shall be paid eight hundred seventy six thousand five hundred seventy six dollars and seventy cents ($876,576.70) per month.

   e. The maximum amount to be paid under this Paragraph 4 from July 1, 2019 through June 30, 2020 is ten million three hundred twenty four thousand four hundred forty dollars and eighty cents ($10,324,440.80). Including the one-time payment of thirty four thousand forty three dollars and twelve cents ($34,043.12) payable under Paragraph 1, the maximum base amount to be paid for the period from July 1, 2019 through June 30, 2020, is ten

million three hundred fifty eight thousand four hundred eighty three dollars and ninety two cents ($10,358,483.92). The maximum amount to be paid under this Paragraph 4 from July 1, 2020 through June 30, 2021 is ten million five hundred nine thousand nine hundred twenty dollars and forty five cents ($10,509,920.45). The maximum amount to be paid under this Paragraph 4 from July 1, 2021 through June 30, 2022 is ten million five hundred eighteen thousand nine hundred twenty dollars and forty five cents ($10,518,920.45).

5. Relative Value Unit Metrics:

   a. CONTRACTOR is eligible to earn additional compensation for the achievement of Work Relative Value Units ("Work RVUs").

   b. For the period of July 1, 2019 through August 31, 2019, CONTRACTOR shall be eligible to earn up to ninety seven thousand two hundred thirty dollars and forty four cents ($97,230.44) per month for the achievement of Work RVUs, as determined below. For the period of September 1, 2019 through June 30, 2020, CONTRACTOR shall be eligible to earn up to one hundred fifteen thousand one hundred seventy six dollars and twenty two cents ($115,176.22) per month for the achievement of Work RVUs. Accordingly, for the twelve-month period of July 1, 2019 through June 30, 2020, CONTRACTOR is eligible to earn a maximum of one million three hundred forty six thousand two hundred twenty three dollars and nine cents ($1,346,223.09).

   c. For the period of July 1, 2020 through June 30, 2021, CONTRACTOR shall be eligible to earn up to one hundred fifteen thousand one hundred seventy six dollars and twenty two cents ($115,176.22) per month for the achievement of Work RVUs, as determined below. Accordingly, for the twelve-month period of July 1, 2020 through June 30, 2021, CONTRACTOR is eligible to earn a maximum of one million three hundred eighty two thousand one hundred fourteen dollars and sixty five cents ($1,382,114.65).

   d. For the period of July 1, 2021 through June 30, 2022, CONTRACTOR shall be eligible to earn up to one hundred fifteen thousand one hundred seventy six dollars and twenty two cents ($115,176.22) per month for the achievement of Work RVUs, as determined below. Accordingly, for the twelve-month period of July 1, 2021 through June 30, 2022, CONTRACTOR is eligible to earn a maximum of one million three hundred eighty two thousand one hundred fourteen dollars and sixty five cents ($1,382,114.65).

   e. On or about the 7th of each month, AGENCY shall pay CONTRACTOR the maximum amount eligible to be earned for the achievement of Work RVUs in that month. At the conclusion of each month, CONTRACTOR shall disburse to itself the amount actually earned that month and shall retain any excess amount for year-end reconciliation.

   f. Work RVUs shall be earned in accordance with the following tables, with Table 1 covering the period from July 1, 2019 through August 31, 2019, Table 2 covering the period from September 1, 2019 through June 30, 2020, and Table 3 covering the period from July 1, 2020 through June 30, 2022. Contractor shall be paid per Work RVU up to a monthly maximum in each specialty department. Tables 1, 2, and 3 below outline the amount earned per Work RVU in each department, the maximum amount that can be earned in a single

month in each department, and the amount of monthly Work RVUs after which no further Work RVUs will be eligible for reimbursement in that department:

Table 1: July 1, 2019 through August 31, 2019 Monthly RVU Rates and Maximums:

Department Summary Effective July 1, 2019 through August 31, 2019	Maximum Monthly Payment	Rate per RVU	Maximum Reimbursable Work RVUs
Cardiology	$18,700.68	$11.68	1,601.53
Dermatology	$4,145.40	$9.53	434.85
Endocrinology	$15,587.00	$8.12	1,918.57
Oncology	$14,691.41	$15.37	955.65
Immunology	$2,823.35	$9.57	295.17
Infectious Disease	$5,456.86	$11.42	477.67
Nephrology	$1,777.97	$4.62	385.00
Neurology	$12,450.15	$8.96	1,390.17
Pulmonology	$7,377.36	$4.99	739.67
Rheumatology	$9,016.72	$12.36	729.67
Gastroenterology	$5,203.54	$11.65	446.67
Total	$97,230.44		

Table 2: September 1, 2019 through June 30, 2020 Monthly RVU Rates and Maximums:

Department Summary Effective September 1, 2019 through June 30, 2020	Maximum Monthly Payment	Rate per RVU	Maximum Reimbursable Work RVUs
Cardiology	$18,700.68	$11.68	1,601.53
Dermatology	$4,145.40	$9.53	434.85
Endocrinology	$15,587.00	$8.12	1,918.57
Oncology	$18,948.00	$14.93	1,269.40
Immunology	$2,823.35	$9.57	295.17
Infectious Disease	$5,456.86	$11.42	477.67
Nephrology	$1,777.97	$4.62	385.00
Neurology	$12,450.15	$8.96	1,390.17
Pulmonology	$7,377.36	$9.97	739.67
Rheumatology	$11,705.92	$9.20	1,273.00
Gastroenterology	$16,203.54	$15.69	1,032.84
Total	**$115,176.22**		

Table 3: July 1, 2020 and thereafter Monthly RVU Rates and Maximums:

Department Summary July 1, 2020 and thereafter	Maximum Monthly Payment	Rate per RVU	Maximum Reimbursable Work RVUs
Cardiology	$18,700.68	$11.68	1,601.53
Dermatology	$4,145.40	$9.53	434.85
Endocrinology	$15,587.00	$8.12	1,918.57
Oncology	$18,948.00	$14.93	1,269.40
Immunology	$2,823.35	$9.57	295.17
Infectious Disease	$5,456.86	$11.42	477.67
Nephrology	$1,777.97	$4.62	385.00
Neurology	$12,450.15	$8.96	1,390.17
Pulmonology	$7,377.36	$9.97	739.67
Rheumatology	$11,705.92	$9.20	1,273.00
Gastroenterology	$16,203.54	$15.69	1,032.84
Total	**$115,176.22**		

g. At the end of fiscal year 2019-2020 and each subsequent fiscal year, CONTRACTOR shall create a summary report to be generated and submitted for review and reconciliation to the AMBULATORY CARE Administrator and HOSPITAL's Medical Director by no later than July 31 of the following fiscal year. To the extent that the maximum payment for the achievement of Work RVUs was not fully earned, CONTRACTOR shall repay the difference to AGENCY within thirty (30) days of the reconciliation.

h. AGENCY shall make every effort to accommodate CONTRACTOR by adding billing codes CONTRACTOR requests to be added to the electronic health record system for the purposes of a more complete and accurate recording of CONTRACTOR's Work RVU achievement.

6. Quality Improvement Metrics:

a. CONTRACTOR shall be paid for the achievement of quality improvement metrics. These metrics are defined in Exhibit B, while the target values for those metrics ("the Target Values") are detailed in Exhibit C.

b. On or about the 7th of each month, AGENCY shall pay CONTRACTOR the maximum amount eligible to be earned for the achievement of quality improvement metrics for that month across all departments. At the conclusion of each month, CONTRACTOR shall disburse to itself the amount actually earned that month and shall retain any excess amount for year-end reconciliation.

c. Cardiology Department Quality Metrics: The maximum amount eligible to be earned under this sub-paragraph is seven thousand one hundred forty one dollars and sixty two cents ($7,141.62) per month. Incentives are earned based on the percentage of the Target Values achieved in a given metric, as outlined below in Table 4. The maximum amount eligible

to be earned under this sub-paragraph is eighty five thousand six hundred ninety nine dollars and seventy cents ($85,699.70) per fiscal year.

Table 4: Cardiology Department Quality Metric Monthly Payouts per Fiscal Year

Cardiology Department Metrics	**90.01%-100%**	**80.01%-90%**	**70.01% - 80%**	**60.01%-70%**	**50.01%-60%**	**40.01%-50%**	**0% < 40%**
Q-SC1: Atrial Fibrillation and Atrial Flutter: Chronic Anticoagulation Therapy	$1,079.16	$971.24	$776.99	$543.89	$326.33	$163.16	$0.00
Q-SC2: Coronary Artery Disease (CAD): Antiplatelet Therapy	$1,079.16	$971.24	$776.99	$543.89	$326.33	$163.16	$0.00
Q-SC3: Coronary Artery Disease (CAD): ACE Inhibitor or ARB Therapy for Diabetes or LVEF<40%	$1,079.16	$971.24	$776.99	$543.89	$326.33	$163.16	$0.00
Q-SC4: Coronary Artery Disease (CAD): Beta-Blocker Therapy for Prior MI or LVEF<40%	$1,079.16	$971.24	$776.99	$543.89	$326.33	$163.16	$0.00
Q-SC5: Heart Failure (HF): ACE Inhibitor or ARB Therapy for LVEF<40%	$1,079.16	$971.24	$776.99	$543.89	$326.33	$163.16	$0.00
Controlling BP Specialty	$1,079.16	$971.24	$776.99	$543.89	$326.33	$163.16	$0.00
eConsult	$333.33	$300.00	$240.00	$168.00	$100.80	$50.40	$0.00
Advancement of Care*	$333.33	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Monthly Maximum	**$7,141.62**						

* Advancement of Care is a participation metric and is earned on an all-or-nothing basis.

d. Endocrine Department Metrics: The maximum amount eligible to be earned under this sub-paragraph is two thousand four hundred ninety nine dollars and ninety six cents ($2,499.96) per month. Incentives are earned based on the percentage of the Target Values achieved in a given metric, as outlined below in Table 5. The maximum amount eligible to be earned under this sub-paragraph is thirty thousand dollars ($30,000) per fiscal year.

Table 5: Endocrine Department Quality Metric Monthly Payouts per Fiscal Year

Endocrine Department Metrics	**90.01%-100%**	**80.01% - 90%**	**70.01% - 80%**	**60.01%-70%**	**50.01%-60%**	**40.01%-50%**	**0% < 40%**
Tobacco Assessment and Counseling	$366.66	$330.00	$264.00	$184.80	$110.88	$55.44	$0.00
PC2: Eye Exam (CDC-E) - qip	$366.66	$330.00	$264.00	$184.80	$110.88	$55.44	$0.00
BP Control (<140/90)	$366.66	$330.00	$264.00	$184.80	$110.88	$55.44	$0.00
Diabetic Nephropathy Screening	$366.66	$330.00	$264.00	$184.80	$110.88	$55.44	$0.00
PC1: A1C Control <8.0% - qip	$366.66	$330.00	$264.00	$184.80	$110.88	$55.44	$0.00
eConsult	$333.33	$300.00	$240.00	$168.00	$100.80	$50.40	$0.00
Advancement of Care*	$333.33	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Monthly Maximum	**$2,499.96**						

* Advancement of Care is a participation metric and is earned on an all-or-nothing basis.

e. Other Departments Metrics: Effective July 1, 2019 through August 31, 2019, the maximum amount eligible to be earned under this sub-paragraph is twenty thousand five hundred seven dollars and fifteen cents ($20,507.15) per month. Effective September 1, 2019 through June 30, 2020, the maximum amount eligible to be earned under this sub-paragraph is twenty-six thousand one hundred fifty nine dollars and thirty three cents ($26,159.33) per month. Effective July 1, 2020 through June 30, 2022, the maximum amount eligible to be earned under this sub-paragraph is twenty six thousand one hundred fifty nine dollars and thirty three cents ($26,159.33) per month. Incentives are earned in accordance with the following tables, with Table 6 covering the period from July 1, 2019 through August 31, 2019, Table 7 covering the period from September 1, 2019 through June 30, 2020, and Table 8 covering the period from July 1, 2020 through June 30, 2022.

Table 6: Other Departments Quality Metric Monthly Payouts for July 1, 2019 through August 31, 2019

Effective July 1, 2019 to August 31, 2019							
Other Departments Metrics	**90.01%-100%**	**80.01%-90%**	**70.01% - 80%**	**60.01%-70%**	**50.01%-60%**	**40.01%-50%**	**0% < 40%**
Tobacco Assessment and Counseling	$4,101.43	$3,691.29	$3,281.14	$2,871.00	$2,460.86	$2,050.72	$0.00
Medication Reconciliation – 30 Days	$4,101.43	$3,691.29	$3,281.14	$2,871.00	$2,460.86	$2,050.72	$0.00
Stage 2: Secure Messaging 2015	$4,101.43	$3,691.29	$3,281.14	$2,871.00	$2,460.86	$2,050.72	$0.00

eConsult	$4,101.43	$3,691.29	$3,281.14	$2,871.00	$2,460.86	$2,050.72	$0.00
Advancement of Care*	$4,101.43	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Monthly Maximum	**$20,507.15**						

* Advancement of Care is a participation metric and is earned on an all-or-nothing basis.

Table 7: Other Departments Quality Metric Monthly Payouts for September 1, 2019 through June 30, 2020

Effective September 1, 2019 to June 30, 2020							
Other Departments	**90.01%-100%**	**80.01%-90%**	**70.01% - 80%**	**60.01%-70%**	**50.01%-60%**	**40.01%-50%**	**0% < 40%**
Tobacco Assessment and Counseling	$5,231.87	$4,708.69	$4,185.50	$3,662,31	$3,139.13	$2,615.94	$0.00
Medication Reconciliation – 30 Days	$5,231.87	$4,708.69	$4,185.50	$3,662,31	$3,139.13	$2,615.94	$0.00
Stage 2: Secure Messaging 2015	$5,231.87	$4,708.69	$4,185.50	$3,662,31	$3,139.13	$2,615.94	$0.00
eConsult	$5,231.87	$4,708.69	$4,185.50	$3,662,31	$3,139.13	$2,615.94	$0.00
Advancement of Care*	$5,231.87	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Monthly Maximum	**$26,159.33**						

* Advancement of Care is a participation metric and is earned on an all-or-nothing basis.

Table 8: Other Departments Quality Metric Monthly Payouts for July 1 2020 through June 30, 2021 and thereafter

Effective July 1, 2020 through June 30, 2021 and Thereafter							
Other Departments	**90.01%-100%**	**80.01%-90%**	**70.01% - 80%**	**60.01%-70%**	**50.01%-60%**	**40.01%-50%**	**0% < 40%**
Tobacco Assessment and Counseling	$5,231.87	$4,708.69	$4,185.50	$3,662,31	$3,139.13	$2,615.94	$0.00
Medication Reconciliation – 30 Days	$5,231.87	$4,708.69	$4,185.50	$3,662,31	$3,139.13	$2,615.94	$0.00
Stage 2: Secure Messaging 2015	$5,231.87	$4,708.69	$4,185.50	$3,662,31	$3,139.13	$2,615.94	$0.00
eConsult	$5,231.87	$4,708.69	$4,185.50	$3,662,31	$3,139.13	$2,615.94	$0.00
Advancement of Care*	$5,231.87*	$0.00*	$0.00*	$0.00*	$0.00*	$0.00*	$0.00*

Total Monthly Maximum	**$26,159.33**						

*Advancement of Care is a participation metric and is earned on an all-or-nothing basis

f. For the twelve-month period of July 1, 2019 through June 30, 2020, CONTRACTOR is eligible to earn a maximum of four hundred eighteen thousand three hundred seven dollars and seventy two cents ($418,307.72) for quality improvement metrics. For the twelve-month period of July 1, 2020 through June 30, 2021, CONTRACTOR is eligible to earn a maximum of four hundred twenty nine thousand six hundred twelve dollars and twenty cents ($429,612.20) for quality improvement metrics. In both 12-month periods, these amounts are to be divided between the Cardiology Department, Endocrine Department, and all other departments as outlined above.

g. At the end of the fiscal year 2019-2020 and each subsequent fiscal year , CONTRACTOR in collaboration with HOSPITAL's Quality Management Department shall create a summary report to be generated and submitted for review and reconciliation to the AMBULATORY CARE Administrator and HOSPITAL's Medical Director by no later than July 31 of the following fiscal year. To the extent the maximum payment for quality improvement metrics was not fully earned, CONTRACTOR shall repay the difference to AGENCY within thirty (30) days of the reconciliation.

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

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

j. Effective July 1, 2021, the maximum amount to be paid under this Paragraph 6 is four hundred twenty-nine thousand six hundred twelve dollars and twenty cents ($429,612.20) per fiscal year. This amount shall be pro-rated for portions of a fiscal year.

7. Patient care provided by CONTRACTOR is to be accompanied by documentation of the care and the reporting of the care to AGENCY. AGENCY shall then prepare the proper billing(s) and shall submit such billing(s) to the proper party. All such fees shall be based on documentation which will support a billable charge for the service. If a charge made and signed by CONTRACTOR is deemed not billable, due to a lack of proper documentation, a notice of inadequate documentation along with the documentation will be sent to CONTRACTOR. CONTRACTOR must then supply that documentation which would support a billable service within thirty (30) days of the notice of insufficient documentation.

8. All payments by AGENCY shall be to an account entitled "Oceanview Medical Specialists, a

California Medical Corporation," Tax ID # 81-4148507. CONTRACTOR shall be responsible for establishing and administering said account, and neither CONTRACTOR nor any Participating Providers shall have any claim against AGENCY so long as AGENCY has made all necessary payments to said account. Nothing within this Agreement shall be construed to create a partnership or other profit sharing arrangement among the CONTRACTOR, AGENCY, or any Participating Providers.

9. To receive payments, CONTRACTOR must submit an appropriate invoice as provided in Paragraph 3 of this Attachment II. The invoice must set forth the date of service, description of services, total amounts due for the month, name, address, taxpayer identification number, and signature. Invoices received more than thirty (30) days after the provision of service may be denied by AGENCY as late.

10. If CONTRACTOR is under suspension from the Medical Staff or if CONTRACTOR has not fully completed the proper documentation of the services provided, according to the bylaws and the rules and regulations of the Medical Staff of HOSPITAL, then monthly payment shall be withheld until the respective suspension(s) are lifted, the documentation completed, or payment is authorized by the Administrator or Medical Director of HOSPITAL. AGENCY shall pay no interest on any payment which has been withheld in this manner.

11. 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.

12. The maximum amount to be paid under this Agreement for the period of July 1, 2019 through June 30, 2020 is twelve million eighty eight thousand nine hundred seventy one dollars and sixty cents ($12,088,971.60) plus a one-time payment of thirty four thousand forty three dollars and twelve cents ($34,043.12) for a total of twelve million one hundred twenty three thousand fourteen dollars and seventy three cents ($12,123,014.73).

13. The maximum amount to be paid under this Agreement for the period of July 1, 2020 through June 30, 2021 is twelve million three hundred twenty one thousand six hundred forty seven dollars and twenty nine cents ($12,321,647.29).

14. The maximum amount to be paid under this Agreement for the period of July 1, 2021 through June 30, 2022 is twelve million three hundred thirty thousand six hundred forty seven dollars and twenty nine cents ($12,330,647.29).

EXHIBIT B

Quality Metrics

1. Cardiology Measures

Cardiology Measures		
Measure	**Denominator**	**Numerator**
Q-SC1: Atrial Fibrillation and Atrial Flutter: Chronic Anticoagulation Therapy	Patients 18 years or older with a diagnosis of nonvalvular AF or atrial flutter who do not have a documented CHA2DS2-VASc risk score of 0 or 1. The assessment of patients with nonvalvular AF or atrial flutter, assessment of thromboembolic risk should include: **$\underline{CHA_2DS_2}$-VASc Criteria** — **Score** Congestive HF — 1 Hypertension — 1 Age ≥ 75 years — 2 Diabetes Mellitus — 1 Stroke/Transient Ischemic Attack (TIA)/ Thromboembolism (TE) — 2 Vascular disease (prior myocardial infarction [MI], peripheral artery disease [PAD], or aortic plaque) — 1 Age 64-74 years — 1 Sex category (i.e.; female) — 1	Patients who are prescribed warfarin OR another oral anticoagulant drug that is FDA approved for the prevention of thromboembolism.
Q-SC2: Coronary Artery Disease (CAD): Antiplatelet Therapy	Patients aged 18 years and older with a diagnosis of coronary artery disease seen within a 12 month period.	Patients who were prescribed aspirin or clopidogrel.
Q-SC3: Coronary Artery Disease (CAD): ACE Inhibitor or ARB Therapy for Diabetes or LVEF<40%	1. Patients aged 18 years and older with a diagnosis of coronary artery disease seen by within a 12 month period who also have a current or prior LVEF < 40%. 2. Patients aged 18 years and older with a diagnosis of coronary artery disease seen by within a 12 month period who also have diabetes.	Patients who were prescribed ACE inhibitor or ARB Therapy.
Q-SC4: Coronary Artery Disease (CAD): Beta-Blocker Therapy for Prior MI or LVEF<40%	1. Patients 18 years and older with a diagnosis of CAD or history of cardiac surgery who have a current or prior LVEF <40%. 2. Patients 18 years and older with a diagnosis of CAD or history of cardiac surgery who have a prior myocardial infarction.	Patients who were prescribed beta-blocker therapy.
BP Control (<140/90)	Patients aged 18 years and older by the end of the reporting period with two hypertension diagnoses during the demonstration period or the year prior to the demonstration period.	Blood pressure result taken on the same date of encounter <140/90.

Cardiology accountability: Patients with a cardiology visit within the measurement period with a diagnosis of Atrial Fibrillation and or Atrial Flutter (Q-SC1), or Coronary Artery Disease (Q-SC3 and Q-SC4).

2. DM/Endocrinology Measures

Diabetes/Endocrinology Measures		
Measure	**Denominator**	**Numerator**
Tobacco Assessment and Counseling	Patients aged 18 years and older at each encounter.	Patients who were screened for tobacco use at each encounter AND who received tobacco cessation intervention on the same encounter if identified as a tobacco user.
PC2: Eye Exam (CDC-E)	Patients 18 - 75 by the end of the demonstration period with a diagnosis of diabetes on two office visits or one acute visit during the demonstration period or year prior.	Individuals who had a screening or monitoring for diabetic retinal disease and includes the following: • A retinal or dilated eye exam by an eye care professional in the measurement year. • A negative retinal or dilated exam (negative for retinopathy) by an eye care professional in the year prior to the measurement year.
BP Control (<140/90)	Patients aged 18 years and older by the end of the reporting period with two hypertension diagnoses during the demonstration period or the year prior to the demonstration period.	Blood pressure result taken on the same date of encounter <140/90. If blood pressure is not controlled, a referral to PCP for elevated BP is required.
Diabetic Nephropathy Screening	Patients 18 - 75 by the end of the demonstration period with a diagnosis of diabetes on two office visits or one acute visit during the demonstration period or year prior.	A nephropathy screening or monitoring test ***or*** evidence of nephropathy. This includes diabetics who had one of the following during the measurement year: • A nephropathy screening or monitoring test. • Evidence of treatment for nephropathy or ACE/ARB therapy. • Evidence of stage 4 chronic kidney disease. • Evidence of ESRD. • Evidence of kidney transplant. • A visit with a nephrologist.
PC1: A1C Control <8.0%	Patients 18 - 75 by the end of the demonstration period with a diagnosis of diabetes on two office visits or one acute visit during the demonstration period or year prior.	Individuals whose most recent HbA1c level is <8.0% during the measurement year. Do not include individuals whose most recent HbA1c test is ≥ 8.0% or is missing a result, or if an HgA1c test was not done during the measurement year.

Diabetes/Endocrinology accountability: Patients with one endocrinologist/diabetes specialist visit within the measurement period with a diagnosis of diabetes on the same date as the visit.

3. Other Specialty Measures

Specialty Care Measures		
Measure	**Denominator**	**Numerator**
Tobacco Assessment and Counseling	Patients aged 18 years and older at each encounter	Patients who were screened for tobacco use at each encounter AND who received tobacco cessation intervention on the same encounter if identified as a tobacco user.

Medication Reconciliation – 30 Days	Inpatient discharges for patients 18 years of age seen within 30 days following discharge in the office by a physician, prescribing practitioner, registered nurse, or clinical pharmacist providing on-going care.	Medication reconciliation conducted by the specialist on every visit within 30 days of discharge.
Stage 2: Secure Messaging 2015	Number of unique patients seen by the eligible provider during the measurement period.	The number of patients in the denominator for whom a secure electronic message is sent to the patient (or patient-authorized representative), or in response to a secure message sent by the patient (or patient-authorized representative).
4-Day Turnaround Time for eConsult Requests	Number of requests for specialty care expertise that are managed by, arranged by and/or contracted by the entity via non-in-person face to face specialty encounters. • Management of non-in-person face to face specialty care encounters can be performed only by a NP, PA, DO, MD, or a clinical pharmacist working under physician protocol.	Number of requests for whom the requester for specialty care expertise (and/or the requestor's care coordination team) was sent an individualized response within 4 calendar days. Individualized response can include any of the following: • The initial reply from the specialist care reviewer with recommendations or clarifying questions/needing additional information. • The decision documented by a specialist to schedule a face-to-face visit. • For request for specialty expertise not submitted by eConsult, a review and disposition by a specialist or Utilization Review Staff person with one of the following dispositions: o Referral denied with denial date. o Date of referral approval and note that specialty care appointment date is pending. o Date of referral approval and ate of the scheduled specialty care appointment.

Specialty Care Measures accountability: Patients with one specialty care visit (not including endocrinology/diabetes or cardiology) within the measurement period.

EXHIBIT C

Quality Metrics Targets

1. Cardiology Measures

Cardiology Measures	
Metric	**Target**
AFib or Atrial Flutter: Anticoagulation Therapy	76.32%
CAD: Chronic Antiplatelet Therapy	85.89%
CAD: ACE-inhibitor or ARB Therapy for Diabetes or LVEF <40%	82.95%
CAD: Beta-Blocker Therapy for Prior MI or LVEF <40%	87.22%
Controlling Blood Pressure	70.93%
4-Day Turnaround Time for eConsult	59.81%
Advancement of Care	75% of MD participation

2. DM/Endocrinology Measures

DM/Endocrinology Measures	
Metric	**Target**
Comprehensive Diabetes Care: A1C Control (<8%)	58.51%
Comprehensive Diabetes Care: Eye Exam	49.63%
Comprehensive Diabetes Care: Nephropathy Screening	90.27%
Tobacco Assessment and Counseling	97.14%
Controlling Blood Pressure	70.93%
4-Day Turnaround Time for eConsult	59.81%
Advancement of Care	75% of MD participation

3. Other Specialty Measures

Other Specialty Measures	
Metric	**Target**
Tobacco Assessment and Counseling	97.14%
Medication Reconciliation – 30 Days	85.85%
Secure Messaging	65% of providers reach 5% (FY19) 65% of providers reach 25% (FY20)
4-Day Turnaround Time for eConsult	59.81%
Advancement of Care	75% of MD participation