

AGREEMENT FOR
MEDICAL CO-DIRECTOR, PATHOLOGY SERVICES

This Agreement is made and entered into by the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter sometimes referred to as COUNTY, including its Ventura County Health Care Agency (referred to collectively as "AGENCY"), and Mrugesh C. Shah, M.D., a duly licensed physician or a duly formed California Professional Corporation ("CONTRACTOR").

This Agreement shall be effective July 1, 2019, and, subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, shall be for an initial period of twelve (12) months, that is, until June 30, 2020. Then, unless either party provides notice of its intent not to renew at least ninety (90) days prior to the renewal date, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, this Agreement shall then be extended for up to two (2) additional periods of one (1) year each.

FIRST
SERVICES TO BE RENDERED

AGENCY, as owner and operator of a general hospital known as Ventura County Medical Center, operating with campuses in the cities of Ventura and Santa Paula, hereinafter collectively referred to as HOSPITAL and its clinic system, hereinafter referred to as AMBULATORY CARE, hereby contracts for the professional services of CONTRACTOR. CONTRACTOR shall be designated as Medical Co-Director of Pathology Services, shall provide professional medical services under the direction of HOSPITAL and AMBULATORY CARE Medical Directors and shall perform said work and functions at all times in strict accordance with currently approved methods and practices of his professional specialty.

SECOND
COMPENSATION OF CONTRACTOR

AGENCY shall compensate CONTRACTOR for services rendered under this Agreement as detailed in Attachment II, attached hereto. Upon termination of this Agreement, CONTRACTOR shall be entitled to compensation earned prior to the date of termination as provided in this Agreement computed pro rata up to and including that date, and CONTRACTOR shall be entitled to no further compensation as of the date of termination. AGENCY shall have no obligation to pay claims of CONTRACTOR that are not received within thirty (30) days from the date of termination of the Agreement.

THIRD
PROPERTY RIGHTS OF THE PARTIES

All inventions, designs, improvements and discoveries made solely and exclusively by CONTRACTOR while providing services under this Agreement which may be patented or copyrighted shall be conclusively presumed by the parties to this Agreement to be the property of AGENCY and CONTRACTOR equally.

FOURTH

OBLIGATION OF AGENCY

For services rendered under this Agreement, AGENCY agrees:

1. Malpractice Coverage - to provide professional liability (malpractice) coverage which will cover CONTRACTOR and AGENCY while said physician is practicing under the supervision of the Medical Director of HOSPITAL, irrespective of the time at which such claim(s) may be filed or settled, and irrespective of the status of CONTRACTOR and AGENCY at said time.
2. Space - to provide necessary space for the performance of CONTRACTOR's professional duties.
3. Supplies - to provide reasonable and necessary supplies for the proper operation and conduct of services, and supply ordinary janitorial and in-house messenger service, and such utilities as may be required for the proper operation and conduct of CONTRACTOR's services.
4. Support Services - to provide necessary support personnel required for the proper operation of medical services AGENCY shall provide for accreditation surveys and quality control and survey programs.
5. Billing for Services Rendered - to bill and collect for all medical services rendered by CONTRACTOR pursuant to the terms of this Agreement.

The responsibilities of AGENCY under this Article shall be subject to its discretion and usual purchasing practice, budget limitations and applicable laws and regulations.

FIFTH OBLIGATIONS OF CONTRACTOR

CONTRACTOR agrees to, at all times during the term of this Agreement:

1. License and Staff Membership - keep in full force and effect the unrestricted license of CONTRACTOR as a California physician and surgeon with membership in good standing and privileges on the Medical Staff of HOSPITAL.
2. Conduct on Premises - CONTRACTOR shall at all times abide by HOSPITAL's professional Code of Conduct and comply with Medical Staff bylaws, rules, and regulations and applicable department specific rules and regulations.
3. Conduct in Community - CONTRACTOR's conduct shall, at all times, be with due regard to public conventions and morals. CONTRACTOR further agrees not to do or commit any acts that will reasonably tend to degrade him or bring him into public hatred, contempt or ridicule, or that will reasonably tend to shock or offend the community, or to prejudice AGENCY or the medical profession in general.

4. Return of Equipment and Supplies - On the termination of this Agreement or whenever requested by AGENCY, CONTRACTOR shall immediately deliver to AGENCY the equipment and supplies in CONTRACTOR's possession or under CONTRACTOR's control belonging to AGENCY in good condition, ordinary wear and tear and damages by any cause beyond the reasonable control of CONTRACTOR excepted.
5. Access to Records - Until the expiration of four (4) years after the furnishing of the services provided under this Agreement, CONTRACTOR will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, including the State of California, this Agreement and all books, documents, and records necessary to certify the nature and extent of the cost of these services. If CONTRACTOR carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.
6. Restrictions on Use or Disclosure of Protected Health Information - CONTRACTOR will not use or disclose protected health information other than as permitted or required by the Agreement or as required by law. For the purposes of this section, "protected health information" means information transmitted or maintained in any medium that (1) relates to the past, present or future physical or mental health condition of an individual, the provision of health care to an individual, or the past, present or future payment for health care, and (2) either identifies the individual or reasonably could identify the individual.
 - a. Permitted Uses and Disclosures - CONTRACTOR may use or disclose protected health information only as follows: (1) for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR and (2) to provide data aggregation services to AGENCY. CONTRACTOR will document any disclosures of protected health information not permitted by law.
 - b. Safeguarding Protected Health Information - CONTRACTOR will use appropriate safeguards to prevent use or disclosure of protected health information, including electronic protected health information, other than as provided for by this Agreement, including ensuring that any agent, including a subcontractor, to whom he provides protected health information received from, or created or received by, CONTRACTOR on behalf of AGENCY agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. Such safeguards shall include compliance with the requirements of the HIPAA Security Rule (45 C.F.R. part 160 and part 164, subparts A and C), including the administrative, physical, and technical safeguards and documentation requirements set forth in 45 C.F.R. 164.308, 164.310, 164.312, and 164.316. CONTRACTOR shall, within two (2) calendar days of the discovery of such disclosure, report to AGENCY any use or disclosure of protected health information not provided for by this Agreement of which he becomes aware, including any breach of unsecured protected health information, as required by 45 C.F.R. 164.410, and any Security Incident (as defined in 45 C.F.R. 164.304) of which CONTRACTOR becomes aware, and will, to the extent practicable, mitigate

any harmful effect that is known to CONTRACTOR of a use or disclosure of protected health information in breach of the requirements of this Agreement. Notification to AGENCY will include the identity of each individual whose protected health information or unsecured protected health information was, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used or disclosed during the breach. At the termination of this Agreement, CONTRACTOR will return or destroy all protected health information created or received by CONTRACTOR on behalf of AGENCY and retain no copies of such information. If it is not feasible to return or destroy the protected health information, CONTRACTOR shall provide AGENCY notification of the conditions that make return or destruction infeasible and CONTRACTOR shall extend the protections set forth in Article 5, Section 6 of this Agreement to such protected health information and limit the use and disclosure of the protected health information to those purposes that make return or destruction infeasible. To the extent it later becomes feasible to return or destroy such protected health information, CONTRACTOR shall do so.

- c. Persons or Entities Allowed Access to Records - Except as otherwise prohibited by law, CONTRACTOR will allow an individual who is the subject of the protected health information to inspect and obtain a copy of protected health information and to receive an accounting of any disclosures of protected health information by CONTRACTOR occurring six (6) years prior to the date on which the accounting is requested. CONTRACTOR will make protected health information available to AGENCY for inspection, amendment and copying. CONTRACTOR will make his internal practices, books and records relating to the use and disclosure of protected health information available to AGENCY or the Secretary, U.S. Department of Health and Human Services, as applicable, for purposes of determining CONTRACTOR's or AGENCY's compliance with 45 CFR Part 164.
 - d. No Remuneration - Unless otherwise permitted by law, CONTRACTOR shall not directly or indirectly receive remuneration in exchange for any protected health information concerning an individual unless CONTRACTOR obtains from the individual a valid authorization that includes a specification of whether the protected health information can be further exchanged for remuneration by CONTRACTOR.
 - e. CONTRACTOR agrees that to the extent CONTRACTOR is to carry out one or more of AGENCY's obligations under Subpart E of 45 CFR Part 164, CONTRACTOR will comply with the requirements of Subpart E that apply to AGENCY in the performance of such obligations.
7. Treating Patients - CONTRACTOR will provide medical services to patients presented to him by AGENCY regardless of health and financial status. CONTRACTOR recognizes that AGENCY contracts with various medical insurance plans to provide medical services for plan members, and CONTRACTOR agrees to provide medical care for those patients on the same basis as CONTRACTOR provides medical care to other patients. CONTRACTOR agrees to cooperate with any quality review and improvement program involving AGENCY and a medical insurance plan with which AGENCY has contracted.

8. Department Performance – HOSPITAL retains professional and administrative responsibility for the services rendered. CONTRACTOR shall apprise the HOSPITAL Administrator of recommendations for improvement, plan for implementation of such recommendations and continuing assessment of department performance through dated and signed reports which shall be retained by the administration for follow up action and evaluation of performance.
9. Cooperation with Compliance Efforts of Hospital - CONTRACTOR agrees to cooperate with HOSPITAL as may be required for HOSPITAL to meet all requirements imposed on it by law or by the rules, regulations and standards of applicable federal, state or local agencies, the standards of the Joint Commission, any other agency that accredits HOSPITAL, and all public and private third party payers, including, without limitation, Medicare and Medi-Cal. CONTRACTOR has received HOSPITAL's Code of Conduct, agrees to abide by it, and will execute a certification to that effect. CONTRACTOR shall cooperate with all compliance-related activities of HOSPITAL which include, without limitation, attending the appropriate compliance training session(s) and providing certification of attendance. Failure to adhere to this provision shall be considered a material breach and/or default under this Agreement.
10. Representations and Warranties - CONTRACTOR represents and warrants that CONTRACTOR is not, and during the term of this Agreement shall not be: (a) suspended or excluded from participation in any federal or state health care program, (including, without limitation, Medicare, Medi-Cal, or CHAMPUS/Tricare), or (b) convicted of any criminal offense related to the delivery of any good or service paid for by a federal or state health care program or to the neglect or abuse of patients, or (c) suspended, excluded or sanctioned under any other federal program, including the Department of Defense and the Department of Veterans Affairs.

CONTRACTOR shall notify HOSPITAL immediately if any event occurs which would make the foregoing representations untrue in whole or part. Notwithstanding any other provision of this Agreement, HOSPITAL shall have the right to immediately terminate this Agreement for any breach of any of the foregoing representations and warranties.

SIXTH TERMINATION

1. This Agreement shall terminate immediately upon the occurrence of any of the following:
 - a. The failure to cure within thirty (30) days of written notice a breach of duty by CONTRACTOR in the course of providing services under this Agreement.
 - b. The failure to cure within thirty (30) days of written notice any neglect by CONTRACTOR of duties under this Agreement.
 - c. The failure to cure within thirty (30) days of written notice a breach of the obligations of AGENCY to CONTRACTOR under this Agreement.
 - d. The termination or full suspension of CONTRACTOR's membership and privileges on the

Medical Staff of HOSPITAL.

- e. By mutual consent of AGENCY and CONTRACTOR.
 - f. After the initial period under this Agreement, upon ninety (90) days' written notice from either party to the other, with or without cause.
 - g. Upon mutual Agreement by AGENCY and CONTRACTOR that a change in laws or standards has arisen which prohibits or restricts the terms of this Agreement.
 - h. Upon AGENCY's determination of a material breach of Article 5, Section 6, of this Agreement by CONTRACTOR.
- 2. Upon the termination of the Agreement for any reason, CONTRACTOR will be responsible for arranging for the smooth transition of duties to appropriate independent contractors and/or employees of HOSPITAL, assuring that patient care retains the highest standards of medical practice and ethics during the transition.
 - 3. Upon termination of this Agreement, CONTRACTOR immediately shall deliver to HOSPITAL sole custody and exclusive use of its premises, equipment and supplies.

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

SEVENTH GENERAL PROVISIONS

- 1. No Waiver - Failure by either party to insist upon strict performance of each and every term and condition and covenant of this Agreement shall not be deemed a waiver of or a relinquishment of their respective rights to enforce any term, condition or covenant.
- 2. Containment of Entire Agreement Herein - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to CONTRACTOR providing the subject services to AGENCY and contains all the covenants and agreements between the parties with respect to such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, other than as set forth herein, have been made by any party, or anyone acting on behalf of any party to be charged.
- 3. Notices - Notices to be given by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, with return receipt requested. Mailed notices shall be addressed to AGENCY by addressing and delivering such notices to the Hospital Administrator, Ventura County Medical Center, 300 Hillmont Avenue, Ventura, CA 93003, Ventura, CA 93003, and to CONTRACTOR at the address listed in this Agreement. Each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing.

4. Partial Invalidity - If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
5. Law Governing Agreement - This Agreement shall be governed and construed in accordance with the laws of the State of California.
6. Compliance with Laws and Regulations - All parties to this Agreement shall comply with all applicable laws and regulations. Specifically, but without limiting the generality of the foregoing, there is no intention on behalf of AGENCY in connection with this Agreement or otherwise to induce or to influence referrals by or from CONTRACTOR. In dealing with patients and in connection with any patient referrals or hospital admissions CONTRACTOR may make, CONTRACTOR is expected and required to act in accordance with the highest professional and ethical standards, in accordance with applicable laws, and in the best interests of the patient. Neither the compensation paid pursuant to this Agreement, nor any other consideration or remuneration to CONTRACTOR or otherwise, or to any member of CONTRACTOR's family, currently or in the future, is or will be based on any expectation of referrals, or on CONTRACTOR making or not making referrals to any particular person, entity or facility.
7. Preparation of Agreement through Negotiation - It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and that neither party is to be deemed to be the party which prepared this Agreement within the meaning of Civil Code section 1654.
8. Independent Status of CONTRACTOR - In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that CONTRACTOR is at all times acting as an independent contractor. Except as otherwise provided, neither AGENCY nor HOSPITAL shall have any control over the method by which CONTRACTOR shall give these services, provided, however, that CONTRACTOR shall perform the obligations and responsibilities hereunder and function at all times in accordance with approved methods of practice in the professional specialty of family medicine and in accordance with the rules and regulations promulgated by HOSPITAL's Medical Staff.
9. Subcontracts by CONTRACTOR - If in the performance of this Agreement, CONTRACTOR chooses to associate, subcontract with, or employ any third person in carrying out the responsibilities of this Agreement, any such third person shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of association, subcontract or employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of association, subcontract or employment or requirements of law shall be determined by CONTRACTOR, and AGENCY shall have no right or authority over such persons or the terms of their association, subcontract or employment, except as provided in this Agreement. Neither CONTRACTOR nor any such person shall have any claim under this Agreement or otherwise against AGENCY for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment

insurance benefits or employee benefits of any kind.

10. Hold Harmless by CONTRACTOR - CONTRACTOR agrees to hold AGENCY harmless from any and all claims that may be made against AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. AGENCY is not required to make any deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement. CONTRACTOR shall be solely responsible for self-employment Social Security taxes, income taxes and any other taxes levied against self-employed persons. CONTRACTOR does not assign such obligation to AGENCY for collection or administration except as may be required by federal and state statutes. CONTRACTOR further agrees to hold AGENCY harmless from and to compensate AGENCY for any claims against AGENCY for payment of state or federal income or other tax obligations relating to CONTRACTOR's compensation under the terms of this Agreement. The foregoing hold harmless provisions would not apply with respect to a penalty, if any, imposed by any governmental agency without the fault of, or being caused by, CONTRACTOR.
11. Hold Harmless by AGENCY - Should CONTRACTOR be sued based upon actions of AGENCY, through no fault of and not due to actions of CONTRACTOR, or of CONTRACTOR's subcontractor, employees, or agents, AGENCY shall indemnify, defend and hold harmless CONTRACTOR from any loss, cost, damage, expense or liability which may arise from any such suit.
12. Provision of Satisfactory Service- It is understood and agreed that CONTRACTOR is to assure that the work and services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner and in accordance with all applicable laws and community standards. Any person acting pursuant to this Agreement must at all times be properly authorized in accordance with the bylaws, rules and regulations promulgated by HOSPITAL's Medical Staff, as applicable, and nothing in this Agreement affects or limits in any way the application or implementation of those bylaws, rules and regulations.
13. Dispute Resolution: The parties agree that disputes between them as to the interpretation of this Agreement shall be subject to the following procedures:
 - a. The aggrieved party shall notify the other party (i.e., the responding party), in writing in sufficient detail so as to clearly identify the problem(s) giving rise to the dispute. The responding party shall respond to the writing within a reasonable time, or two (2) weeks, whichever is lesser;
 - b. If the dispute involves another department in AGENCY, each of the parties shall consult with the appropriate members of said department and provide for input from said members so as to facilitate a complete discussion and proposed solution(s) of the problem(s);
 - c. If the parties are unable to reach a resolution of the problem within a reasonable time, not to exceed sixty (60) days, unless a longer time is agreed to by CONTRACTOR and AGENCY, the matter shall be submitted to a resolution committee comprised of one (1) member from the Medical Executive Committee of the Medical Staff chosen by CONTRACTOR, one (1) member chosen by AGENCY, and a third person mutually

chosen by the first two, or if they are unable to agree, designated by the presiding judge of the Ventura County Superior Court;

- d. Each party shall bear its own attorney's fees and legal expenses related to any action involving this Agreement.
14. Confidentiality - In providing services pursuant to this Agreement, CONTRACTOR may obtain or have access to certain information and/or material which is properly confidential and which has not been publicly released by AGENCY. CONTRACTOR shall maintain confidentiality with respect to all such information and/or material and shall not disclose such information and/or material to any third party other than as necessary in connection with providing services under this Agreement or as may be otherwise legally required. Any disclosure shall be limited to the extent necessary and shall be accompanied by limitations or restrictions to preclude further disclosure and to preserve confidentiality to the extent reasonable and permitted under applicable law.
15. Administration of Agreement - This Agreement shall be administered on behalf of AGENCY by the AGENCY Director or his designee.
16. Use of Terms in this Document - Where appropriate in the context, the use of the singular in this Agreement shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or the neuter.
17. Corporate Status of CONTRACTOR - If CONTRACTOR is an entity, where appropriate in the context, references to "CONTRACTOR" in this Agreement shall be deemed to mean or include CONTRACTOR's physician employees who perform the medical services contracted for under this Agreement.
18. Documentation by Contractor - CONTRACTOR shall prepare and submit via the AGENCY electronic health record system invoices for services, and other documents required by AGENCY and any third party payer, including, but not limited to, Medicare and Medi-Cal, for the remuneration of CONTRACTOR's services within ten (10) days of the provision of the services by CONTRACTOR. Such documentation shall be accurate and legible. CONTRACTOR acknowledges that AGENCY will rely upon this documentation in billing third party payers for their services.
19. Counterparts - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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

Dated: _____

By: _____
Mrugesh C. Shah, M.D. – CONTRACTOR

ADDRESS: _____

Tax ID # _____

Dated: _____

By: _____
HCA AGENCY DIRECTOR or DESIGNEE

ATTACHMENT I
RESPONSIBILITIES OF CONTRACTOR

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

1. CONTRACTOR shall be designated as an Attending Pathologist.
2. CONTRACTOR shall personally provide the following services:
 - a. Assurance, in conjunction with other physicians providing pathology services to HOSPITAL, and in a matter satisfactory to the Medical Director of HOSPITAL, that adequate and appropriate physician service and coverage for pathology services is available to HOSPITAL either on the premises or on call at all times.
 - b. Maintenance of quality assurance mechanisms such as medical chart review and direct supervision or other methods which may serve to monitor efficiency and quality of pathology services rendered to HOSPITAL under the direction of the Medical Director.
 - c. Conformance with written policies applicable to pathology services, which are in accord with current requirements and recommendations of the State of California, the Joint Commission, and the American College of Pathology.
 - d. Assurance that laboratory resources are appropriately used by physicians and other staff of HOSPITAL.
 - e. Inpatient pathology services, including daily rounds and consultation.
 - f. Emergency Department pathology coverage and consultation.
 - g. Participation in both formal as well as informal pathology education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
 - h. CONTRACTOR shall participate in cost containment programs relative to controllable physician or other professional costs.
 - i. CONTRACTOR shall participate in the peer review of the Department of Pathology on a regular basis.
 - j. CONTRACTOR shall participate with the Director of Medical Education in the ongoing planning and organization of the Family Practice Residency Program.
 - k. CONTRACTOR shall participate in the supervision and teaching of resident physician staff and other physicians in training, and the maintenance of an ongoing curriculum in pathology for said physicians, in preparation for their practice as family physicians.

1. CONTRACTOR shall participate in the supervision and teaching of allied health professionals such as laboratory technologists and nurses. CONTRACTOR shall develop and maintain ongoing the curriculum in pathology for said allied health professionals.
3. CONTRACTOR shall cooperate with and assist other members of the Medical Staff of HOSPITAL in preparation of clinical reports for publication and use his best efforts to enhance the reputation of the Medical Staff in the field of unusual or interesting studies made in her service. Such work or other research projects shall have the prior approval of the Administrator and Medical Director of HOSPITAL.
4. CONTRACTOR shall comply with the policies, rules and regulations of AGENCY subject to the state and federal laws covering the practice of medicine, and shall comply with all applicable provisions of law relating to licensing and regulations of physicians and hospitals. CONTRACTOR shall comply with all the requirements of the Joint Commission, including but not limited to appropriate clinical practice as detailed in its Measures and Patient Safety Goals.
5. CONTRACTOR's time will be allocated in approximately the following manner:

Administration Services	5 %
Patient Services	90 %
Research	0 %
Teaching	5 %

TOTAL	100%

The 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.

6. 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.

By this Agreement, AGENCY contracts for the services of Mrugesh C. Shah, M.D., as a physician, and CONTRACTOR may not substitute service by another physician or physicians without written approval of the Medical Director of HOSPITAL.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

CONTRACTOR shall be paid according to the following:

1. Base Fee: CONTRACTOR shall be paid the sum of eighteen thousand seven hundred fifty dollars (\$18,750) per month ("BASE FEE") for those services pertaining to the assigned duties as Attending Pathologist. Provision of fewer hours of service than described above may result in a prorating of the contracted rate. The maximum compensation to be paid under this paragraph shall not exceed two hundred twenty five thousand dollars (\$225,000) per fiscal year.
2. Interpretation Quality Fee: CONTRACTOR shall be paid two thousand five hundred dollars (\$2,500) per quarter based upon the accuracy of frozen section results as compared to final pathology results. Achievement of this fee will be based on a concordance of more than 85% of frozen section results with final pathology results. Data regarding this metric will be submitted to the Medical Director of HOSPITAL on a quarterly basis for justification. The maximum compensation to be paid under this paragraph shall not exceed ten thousand dollars (\$10,000) per fiscal year.
3. Interdepartmental Case Review Completion Fee: CONTRACTOR shall be paid two thousand five hundred dollars (\$2,500) per quarter based upon the completion of interdepartmental case reviews. Interdepartmental case reviews are defined as those pathologic cases where the reporting pathologist seeks a second review from another pathologist within the department to verify accuracy of diagnosis. Achievement of this fee will be based on having at least 80% of tumor/cancer cases complete a second review, along with 5% of all cases complete a second review. Data regarding this metric will be submitted to the Medical Director of HOSPITAL on a quarterly basis for justification. The maximum compensation to be paid under this paragraph shall not exceed ten thousand dollars (\$10,000) per fiscal year.
4. Interdepartmental Case Review Accuracy Fee: CONTRACTOR shall be paid two thousand five hundred dollars (\$2,500) per quarter based upon the accuracy of interdepartmental case review. Interdepartmental case reviews are defined as those pathologic cases where the reporting pathologist seeks a second review from another pathologist within the department to verify accuracy of diagnosis. Achievement of this fee will be based on having more than 85% concordance of initial interpretation with the secondary review of the same case. Data regarding this metric will be submitted to the Medical Director of HOSPITAL on a quarterly basis for justification. The maximum compensation to be paid under this paragraph shall not exceed ten thousand dollars (\$10,000) per fiscal year.
5. CONTRACTOR will devote no less than an average of one hundred fifty (150) hours per month to the tasks outlined herein and in Attachment I, "Responsibilities of Contractor." Provision of fewer services than as stated will result in a proportionate pro-rated reduction in the compensation of CONTRACTOR.
6. AGENCY shall immediately notify CONTRACTOR of the results of any audit where

CONTRACTOR has not met the requirements for the respective compensation elements. CONTRACTOR may, if possible and appropriate, provide additional documentation or information, which shall be received toward fulfilling any of such requirements. Examples of such documentation include, but are not limited to, completion of a discharge summary or other physician notes in the medical record, and documentation of outpatient clinics performed.

7. When all documentation and actions are considered, if CONTRACTOR is still in default of any one of the requirements, as noted above, then the compensation associated with that/those item(s), shall be subtracted, as appropriate, from the payment paid in the subsequent month.
8. 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.
9. If CONTRACTOR is under suspension from the Medical Staff or fails to report on a monthly basis the specific hours of service provided to AGENCY for a selected one (1) week period each month at the time payment is due, or if CONTRACTOR has not fully completed the proper documentation of the services provided, according to the bylaws and the rules and regulations of the Medical Staff of HOSPITAL, then 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.
10. The maximum amount ("Maximum Fee") paid under this Agreement is two hundred fifty five thousand dollars (\$255,000) per fiscal year.