

AGREEMENT FOR
OPHTHALMOLOGY SERVICES

This Agreement is made and entered into by the COUNTY OF VENTURA, a legal 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 Miramar Eye Specialists Medical Group, Inc. as a duly licensed physician or a duly formed California Professional Corporation ("CONTRACTOR"). For convenience and purposes of the Agreement it is understood that CONTRACTOR, as used herein, may refer to an individual or to an employee of a duly formed corporation.

This Agreement shall be effective January 1, 2010, and, subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, shall be for an initial period of eighteen (18) months, that is, until June 30, 2011. Then, unless terminated in writing by either party at least thirty (30) days prior to the renewal date, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, the agreement may be extended for up to two (2) additional periods of one (1) year each. The Director of the Health Care Agency, or designee shall have the authority to approve such extensions.

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 and Participating Physicians listed on Exhibit A shall be designated Ophthalmologists and 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.

CONTRACTOR may contract with or employ other physicians, physician assistants and/or nurse practitioners who shall assist CONTRACTOR, and who shall be bound by the terms of this Agreement by way of a subcontract or employment agreement between them and CONTRACTOR. Those who so subcontract or who shall so be employed shall hereinafter be referred to as "Participating Physicians," shall be listed in Exhibit "A" to this Agreement, and are subject to prior written approval by AGENCY. CONTRACTOR shall provide AGENCY with written notice of changes in the "Participating Physicians."

CONTRACTOR shall have responsibilities as detailed in Attachment I, attached hereto.

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 prior to or during the term of this Agreement which may be patented or copyrighted shall be conclusively presumed by the parties to this Agreement to be the exclusive property of CONTRACTOR, and AGENCY shall have no right of any nature whatsoever regarding them.

**FOURTH
OBLIGATION OF AGENCY**

During the term of 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, as well as retroactive coverage for any claims filed during the effective dates of this contract.
2. Space - to provide necessary space for the performance of CONTRACTOR'S professional duties.
3. Supplies - to provide supplies necessary to 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. CONTRACTOR shall not bill for such services since CONTRACTOR'S compensation for services performed pursuant to this Agreement shall be as set forth in Attachment II.
6. The responsibilities of AGENCY under this Article 4 shall be subject to its discretion and usual purchasing practice, budget limitations and applicable laws and regulations.

**FIFTH
OBLIGATIONS OF CONTRACTOR**

CONTRACTOR agree 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 in Community – CONTRACTOR’s conduct shall, at all times, be with due regard to public conventions and morals. CONTRACTOR further agree 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.
3. 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 his possession or under his control belonging to AGENCY in good condition, ordinary wear and tear and damages by any cause beyond the reasonable control of CONTRACTOR excepted.
4. Access to Records - Until the expiration of four 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.
5. 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 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. CONTRACTOR will report to AGENCY any use or disclosure of protected health information not provided for by this Agreement of which he 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. At the termination of the contract, CONTRACTOR will return or destroy all protected health information received from, or created or received by, CONTRACTOR on behalf of AGENCY and retain no copies of such information.

- 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 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 the Secretary U.S. Department of Health and Human Services, for purposes of determining CONTRACTOR compliance with this provision.

6. 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 agree to provide medical care for those patients on the same basis as CONTRACTOR provide medical care to other patients. CONTRACTOR agrees to cooperate with any quality review and improvement program involving AGENCY and a medical insurance plan with whom AGENCY has contracted.

SIXTH TERMINATION

This Agreement shall terminate immediately upon the occurrence of any of the following:

1. 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.
2. The failure to cure within thirty (30) days of written notice any neglect by CONTRACTOR of duties under this Agreement.
3. The failure to cure within thirty (30) days of written notice a breach of the obligations of AGENCY to CONTRACTOR under this Agreement.
4. The termination or full suspension of CONTRACTOR's membership and privileges on the medical staff of HOSPITAL.

5. By mutual consent of AGENCY and CONTRACTOR.
6. After the initial period under this Agreement, upon thirty (30) days notice from either party to the other, with or without cause.
7. 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.
8. Upon AGENCY determination of a material breach of Article 5 of this Agreement by CONTRACTOR.

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, 3291 Loma Vista Road, 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 Ophthalmology 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 choose 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 the 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.

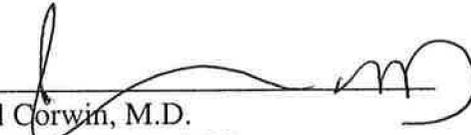
14. Confidentiality - In providing services pursuant to this Agreement, CONTRACTOR may obtain or have access to certain information and/or material which is properly confidential and which has not been publicly released by AGENCY. CONTRACTOR shall maintain confidentiality with respect to all such information 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 Director of the Health Care Agency or his designee. The Director, or designee, is authorized to take such actions in administering this Agreement on behalf of AGENCY as may be necessary or appropriate, including, by way of example but without limitation: acting on behalf of AGENCY under paragraph 13, agreeing to extensions of this Agreement on behalf of AGENCY, and giving notices of termination.
16. Documentation by Contractor - CONTRACTOR shall prepare and submit all Physician's Services slips, invoices for services, treatment plans and other documents required by AGENCY and any third party payor including, but not limited to, Medicare and Medi-Cal, for the remuneration of CONTRACTOR' services within thirty (30) 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 payors for their services.
17. 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 agency, the standards of the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), any other agency that accredits HOSPITAL, and all public and private third party payors, 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 includes, 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.
18. Representations and Warranties - CONTRACTOR represents and warrants that he 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.

19. 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.
20. Corporate Status of CONTRACTOR – If CONTRACTOR is a corporation, where appropriate in the context, references to “CONTRACTOR” in this Agreement shall be deemed to mean or include CONTRACTOR physician employee who is to perform the medical services contracted for under this Agreement.
21. 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: 
Joel Corwin, M.D.
CONTRACTOR FOR
MIRAMAR EYE SPECIALISTS MEDICAL GROUP, INC.

Tax ID # _____

CONTRACTOR'S ADDRESS:

Dated: 12/14/09

By: 
HCA DIRECTOR OR DESIGNEE

EXHIBIT A

PARTICIPATING PHYSICIANS

Joel M. Corwin, M.D.
John L. Davidson, M.D.
Donald A. Frambach, M.D.
Daniel A. Ebroon, M.D.
Andrew Young, M.D.
William L. Trotter, M.D.
Kathleen M. Beuttler, M.D.
W. Colm McHugh, M.D.
Adam Martidis, M.D.
Shayna Mangers, M.D.
Ashish Toor, M.D.

ATTACHMENT I
OPHTHALMOLOGY SERVICES
RESPONSIBILITY OF CONTRACTOR

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

1. CONTRACTOR shall be designated as "Ophthalmologists."
2. CONTRACTOR shall provide 24 hours, 7 days a week, 365 days per year call and emergency coverage, consultation and procedures for patients referred by HOSPITAL, consistent with CONTRACTOR'S judgment that an emergency exists, and that such care is essential to the immediate well-being of such patients. At CONTRACTOR'S discretion patients may be informed that requested services are not emergent, and as such are the responsibility of the patient. CONTRACTOR, under those circumstances, may request payment for such services from the patient, but will not look to AGENCY or HOSPITAL for payment for any additional fee.
3. CONTRACTOR shall provide outpatient ophthalmology clinic and Spanish translation services to patients of HOSPITAL at CONTRACTOR's office address for an average of 1 half day (minimum of 3.5 hour) sessions per week. Clinic schedule will be as assigned and approved in advance by Administrator and Medical Director of AMBULATORY CARE.
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 JCAHO, including but not limited to appropriate clinical practice as detailed in their Core Measures and Patient Safety Goals.
5. CONTRACTOR'S time will be allocated in approximately the following manner:

Hospital Services	0%
Patient Services	100%
Research	0%
Teaching	0%

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. The allocation of CONTRACTOR'S time may be modified at any time at the discretion of the HOSPITAL Medical Director.

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 mental handicap is medically significant to the provision of appropriate medical care to the patient.
7. CONTRACTOR shall submit all Physicians' Services slips, invoices for services, and/or records needed by AGENCY for the remuneration of CONTRACTOR'S services within thirty (30) days of the provision of the services by CONTRACTOR.

By this Agreement, AGENCY contracts for the services of Miramar Eye Specialists Medical Group, Inc. and CONTRACTOR may not substitute service by another physician or physicians without written approval of the Medical Director of HOSPITAL.

ATTACHMENT II
OPHTHALMOLOGY SERVICES
COMPENSATION FOR CONTRACTOR

For all services under this Agreement, CONTRACTOR and Participating Physicians shall be paid the following amounts (“FEES”):

1. Base: CONTRACTOR shall be reimbursed at a monthly rate of seven thousand two hundred eighty three dollars and thirty four cents (\$7,283.34). Maximum payment to be paid under this paragraph per contract year shall be eighty seven thousand four hundred dollars and eight cents (\$87,400.08).
2. Fee-for-service: CONTRACTOR shall be reimbursed for inpatient patient care, and for emergency care, when such inpatient or emergency care is necessary and is rendered at HOSPITAL or the Emergency Department of HOSPITAL. Such care, consultation, surgeries, operations or procedures, and/or necessary follow-up services, shall be provided when requested by a Primary Care or Specialist physician at HOSPITAL, and, unless the care is provided in an emergency situation, shall be care which has been authorized by HOSPITAL, through its regular Utilization Review process, otherwise termed the IUR Process. CONTRACTOR shall be reimbursed 100% of the current year Medicare approved fee for Area 17 “Participation Physician,” for such care.
3. ACE Program: CONTRACTOR shall be reimbursed 60% of the Medicare approved fee for Area 17 “Participation Physician,” for services provided to VCMC ACE Program patients for two (2) diagnoses: Eye injury and Acute Eye Infection.

Maximum payment to be paid under paragraphs 2 and 3 per contract year shall be two hundred ninety thousand dollars and no cents (\$290,000.00).

4. Clinic: CONTRACTOR will make diligent and best efforts to see and assist as many AGENCY outpatients as reasonably feasible during the specified outpatient clinics. To compensate CONTRACTOR for providing all necessary office facilities, staff, and supplies for these half day outpatient clinics, CONTRACTOR shall be paid a total fee of five thousand dollars (\$5,000) per month. Maximum payment to be paid under this paragraph per contract year shall be sixty thousand dollars and no cents (\$60,000.00).
5. Bilingual Fee: CONTRACTOR will provide a Bilingual Employee in registration and other clerical duties for patients of AGENCY. Such employee will, absent unusual circumstances beyond the control of CONTRACTOR, be bilingual in English and Spanish. CONTRACTOR will be paid fifty dollars (\$50) per clinic for providing this employee. Maximum payment to be paid under this paragraph per contract year for CONTRACTOR shall be three thousand dollars and no cents (\$3,000.00).
6. The compensation specified above shall constitute the full and total compensation for all services rendered by CONTRACTOR including without limitation: professional, administrative, teaching, and research, if required under this Agreement.

7. The criteria and/or measurement methodologies for the FEES outlined above may be modified by mutual written consent of CONTRACTOR and the AGENCY Director or designee at any time subject to the MAXIMUM FEE listed in paragraph 15.
8. To receive payments, CONTRACTOR must submit an appropriate invoice within thirty (30) days of provision of said service to include accurate patient information, electronic documentation in Meditech for all inpatient services, typed medical reports for all outpatient services, claims coded in compliance with the Standard Billing Guidelines to include appropriate modifiers and in observance of the Correct Coding Initiative Edits. Invoices received after that time or invoices received without appropriate documentation may be denied by AGENCY as late. AGENCY shall pay the compensation due pursuant to the claim within thirty (30) days after the submission of claim.
9. All payments by AGENCY shall be to Miramar Eye Specialists Medical Group, Inc., Tax ID# 77-0019313 which shall be responsible for distributing appropriate amounts to each employee or subcontractor of CONTRACTOR. CONTRACTOR is responsible for establishing and administering said account, and no employee or subcontractor of CONTRACTOR shall have any claim against AGENCY so long as AGENCY has made all necessary payments to said account.
10. CONTRACTOR shall complete appropriate documentation of patient care in patients assigned to the service(s) of CONTRACTOR, such that no less than the following has taken place:

On regular week-days (Monday through Friday), ninety percent (90%) of charts surveyed shall have an Attending Physician's H&P, discharge note or discharge summary or clinical note, documented by CONTRACTOR, appropriate and timely documentation, forms and information to produce a billable charge. For purposes of fulfilling this requirement, it is agreed that clinical notes by other Attending Physicians or Hospitalists, on the days specified, shall be considered to be the equivalent of documentation by CONTRACTOR. Timely submission of Physicians' Services slips, invoices for services, and/or records needed by AGENCY for the remuneration of CONTRACTOR'S services refers to documents submitted within thirty (30) days of the provision of the services by CONTRACTOR.

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 this standard.

As regards the above documentation, it is agreed that CONTRACTOR, from time-to-time, will not be available to provide clinical and/or teaching services, as, for example, when taking time off from all duties, as is provided herein. In those instances it is expected that CONTRACTOR will arrange for coverage from other Ophthalmologists.

11. AGENCY shall immediately notify CONTRACTOR of the results of any audit where CONTRACTOR has not met the requirements described in paragraph 10, above. 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.

12. When all documentation and actions are considered, if CONTRACTOR is still in default of any one of the billing and documentation requirements, described in paragraph 10, above, then the FEE(s) that were associated with that/those item(s), shall be subtracted, as appropriate, from the FEE(s) that are to be paid in the subsequent month.
13. CONTRACTOR will fulfill these duties on a pre-arranged schedule to the tasks outlined herein and in Attachment I, "Duties of Contractor."
14. 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) year 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 & Regulations of the Medical Staff of HOSPITAL, then monthly payment shall be withheld until the respective suspensions(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.
15. The maximum amount ("MAXIMUM FEE") to be paid under this Agreement for services provided during the period of January 1, 2010 through June 30, 2011 shall not exceed six hundred sixty thousand six hundred dollars and twelve cents (\$660,600.12) and shall not exceed four hundred forty thousand four hundred dollars and eight cents (\$440,400.08) for any subsequent fiscal year.