

**AGREEMENT FOR
MEDICAL SPECIALTY CARE 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 Oceanview Medical Specialists, a California Medical Corporation (“CONTRACTOR”).

This Agreement shall be effective November 1, 2022, and, subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, shall be for an initial period of fourteen (14) months, that is, until December 31, 2023. 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, 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 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, within which is a Department of Medical Specialty Care Services, hereinafter referred to as DEPARTMENT, hereby contracts for the professional services of CONTRACTOR. CONTRACTOR shall be designated as Medical Director, Medical Specialty Services and Multi-Specialty Physicians and Advance Practice Providers (APPs) and shall provide professional medical services under the direction of the HOSPITAL and AMBULATORY CARE Chief Medical Directors. CONTRACTOR 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 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 contract, 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 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 to AGENCY 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 invoices 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 CONTRACTOR and AGENCY equally.

**FOURTH
OBLIGATION OF AGENCY**

During the term of this Agreement, AGENCY agrees:

1. Malpractice Coverage - to provide professional liability (malpractice) coverage (“Professional Liability Coverage”) which will cover CONTRACTOR and AGENCY while CONTRACTOR is practicing under the supervision of the Chief Medical Directors of HOSPITAL or AMBULATORY CARE 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. AGENCY shall provide CONTRACTOR with proof of Professional Liability Coverage prior to the effective date of this Agreement.
2. Space - to provide necessary space for the performance of CONTRACTOR’s professional duties.
3. Supplies - to provide reasonable and necessary supplies 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 reasonably necessary support personnel for the proper operation of medical services provided under this Agreement. 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.

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

1. License and Staff Membership – CONTRACTOR shall keep in full force and effect the unrestricted license of CONTRACTOR as a California physician and surgeon with membership in good standing and unrestricted privileges on the Medical Staff of HOSPITAL. CONTRACTOR shall notify the Medical Staff of HOSPITAL immediately of any changes.
2. Conduct on Premises – CONTRACTOR shall at all times abide by the HOSPITAL’s 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 his possession or under his control belonging to AGENCY in good condition, and consistent with ordinary wear and tear, with 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 this 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 the Secretary, U.S. Department of Health and Human Services, for purposes of determining CONTRACTOR's or AGENCY's compliance with 45 CFR Part 164.
 - d. No Remuneration - Unless otherwise permitted by law and with the prior written consent of the AGENCY, 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 whom AGENCY has contracted.
 8. DEPARTMENT Performance – HOSPITAL retains professional and administrative responsibility

for the services rendered. CONTRACTOR shall inform the HOSPITAL and AMBULATORY CARE administration of recommendations for improvement, plans 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 AGENCY 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 includes, without limitation, attending the appropriate compliance training sessions(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.
11. CONTRACTOR shall notify AGENCY immediately if any event occurs which would make the foregoing representations untrue in whole or part. Notwithstanding any other provision of this Agreement, AGENCY 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 summary 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 fourteen (14) month period under this Agreement, upon ninety (90) days’ notice from either party to the other party, 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 shall cooperate with HOSPITAL and apply full and conscientious effort to providing a smooth transition of duties to appropriate independent contractors and/or employees of HOSPITAL, and 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 Chief Executive Officer, Ventura County Medical Center, 300 Hillmont Avenue, Ventura, CA 93003, and to CONTRACTOR at the address listed in this Agreement. Each party may change its address by written notice in accordance with this Section. 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 herein, 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 and in accordance with the rules and regulations promulgated by HOSPITAL's Medical Staff. During the term of this Agreement, AGENCY may, without breaching this Agreement or any duty owed to CONTRACTOR, contract with other individuals and entities to render the same or similar services as CONTRACTOR. Further, during the term of this Agreement, CONTRACTOR may, independent of its relationship with AGENCY, and without breaching this Agreement or any duty owed to AGENCY, contract with other individuals and entities to render the same or similar services as are rendered hereunder to AGENCY, provided that such other contract does not interfere with CONTRACTOR's rendering of the services contracted for under this Agreement.
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 payment of his income taxes and the state and federal withholdings of his employees. CONTRACTOR does not

assign such obligation to the AGENCY for collection or administration of income taxes or withholding 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, its shareholders, officers, directors, employees, agents, and subcontractors 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) person from the Medical Executive Committee of the Medical Staff chosen by CONTRACTOR, one (1) person chosen by AGENCY, and a third person mutually chosen by the first two, or if they are unable to agree, a third person 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. 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.
17. 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.
18. 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's physician employee who is to perform the medical services contracted for under this Agreement.
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:

CONTRACTOR: Oceanview Medical Specialists,
A California Medical Corporation

Dated: _____

By: _____
Scott Underwood, D.O., CEO

TAX ID# 81-4148507

CONTRACTOR'S ADDRESS:

121 N. Fir Street, Suite C

Ventura, CA 93001

AGENCY:

Dated: _____

By: _____
HEALTH CARE AGENCY DIRECTOR
OR DESIGNEE

EXHIBIT A
PARTICIPATING PHYSICIANS AND ADVANCE PRACTICE PROVIDERS
11/1/2022

| | | |
|-------------------------|------|------------------------------------|
| Cory Nitzel, | M.D. | Cardiology |
| Kristoff Olson, | M.D. | Cardiology |
| Sohail Abdi-Moradi, | M.D. | Cardiology |
| Amita Dharawat, | M.D. | Cardiology |
| Rikk Lynn, | M.D. | Dermatology |
| MD to be Hired | | Dermatology |
| Joseph Pinzone, | M.D. | Endocrinology |
| Nissar Shah, | M.D. | Endocrinology |
| MD to be Hired | | Endocrinology |
| MD to be Hired | | Endocrinology |
| Dipti Sagar, | M.D. | Gastroenterology |
| Tahir Qaseem | M.D. | Gastroenterology |
| Scott Underwood, | D.O. | Internal Medicine/Gastroenterology |
| John Prichard, | M.D. | Immunology/Hematology/Oncology |
| Melissa Barger, | M.D. | Infectious Disease Hospital |
| Nessa Meshkaty, | M.D. | Infectious Disease Hospital |
| Riffat Muzaffer, | M.D. | Infectious Disease Clinic |
| Ali Maamar-Tayeb, | M.D. | Neurology |
| Abi Muthukumar, | M.D. | Neurology |
| Russell Powell, | M.D. | Neurology |
| Pari Young, | M.D. | Neurology |
| Isabella Chen, | M.D. | Hematology/Oncology |
| Sarah Ali, | M.D. | Hematology/Oncology |
| Karlos Oregel, | M.D. | Hematology/Oncology |
| Sarmen Sarkissian, | M.D. | Hematology/Oncology |
| Michelle Azimov, | M.D. | Internal Medicine/Oncology |
| Jonathan Sukumar, | D.O. | Physical Medicine & Rehab |
| Ravi Bajwa, | M.D. | Pulmonary, Critical Care |
| Bennet Lipper, | M.D. | Pulmonology |
| Stephanie Greger, MD | M.D. | Rheumatology |
| Rachel Mory, | M.D. | Rheumatology |
| Martin Weiss, | M.D. | Rheumatology |
| Melissa Ambrosio, | PA-C | Dermatology |
| Karina Jonusas, | PA-C | Gastroenterology |
| Alexis Murray, | PA-C | Hepatology |
| Betsy McIntyre, | PA-C | Neurology |
| Angelique Dore, | NP | Oncology |
| On-Call Coverage | | |

| | | |
|-----------------------|------|---------------------------|
| Omid Fatemi, | M.D. | Interventional Cardiology |
| Tom Kong, | M.D. | Interventional Cardiology |
| Jon Sherman, | M.D. | Interventional Cardiology |
| Subeer Wadia | M.D. | Interventional Cardiology |
| Locum Coverage | | |
| Harvey Olsen, | M.D. | Gastroenterology |
| Leon Fogelfeld, | M.D. | Endocrinology |
| Neal Barth, | M.D. | Oncology |
| Benito Pedraza, | M.D. | Gastroenterology |
| Charles Menz, | M.D. | Gastroenterology |
| Kip Lyche, | M.D. | Gastroenterology |
| Joel Alpern, | M.D. | Gastroenterology |
| Chetan Ghonda, | M.D. | Gastroenterology |
| Stephen Covington, | M.D. | Gastroenterology |
| Laya Nasrollah, | M.D. | Gastroenterology |
| Debbie Muratet, | PA-C | Gastroenterology |

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 Chief Executive Officers and Chief Medical Directors:

- A. CONTRACTOR shall provide specialty medical services for HOSPITAL and AMBULATORY CARE the equivalent of thirty-two point four (32.4) full-time Participating Physicians and APPs, as described in Table 1. Provision of fewer services shall result in appropriate pro-rating of compensation.

Table 1: Participating Providers expressed as Full Time Equivalents

| Specialty | Full-Time Participating Physicians and APPs |
|--------------------------------------|---|
| Cardiology | 4 |
| Dermatology | 2 |
| Endocrinology | 3.6 |
| Gastroenterology | 2.3 |
| Immunology, Immunology/HIV | 0.7 |
| Infectious Disease (Hospitalist) | 2 |
| Infectious Disease (Clinic) | 1 |
| Neurology | 3.5 |
| Hematology/Oncology | 4.6 |
| Physical Medicine and Rehabilitation | 1 |
| Pulmonology | 1.6 |
| Rheumatology | 2.1 |
| PA - Dermatology | 0.9 |
| PA - Gastroenterology | 1 |
| PA - Neurology | 1 |
| NP – Oncology | 1 |
| PA - Hepatology | 0.1 |
| Total MDs and APPs | 32.4 |

- B. CONTRACTOR shall provide day call during regular business hours (8 AM to 5 PM) for all specialties to meet the needs of HOSPITAL and after hours and weekend call services for the following specialties as described in Table 2:

Table 2: Specialty Call Services

| Specialty Call Services, Effective 11.01.22- Thereafter | | |
|--|---------------------|------------------|
| Specialty Rendering Call Services | Weekday/Weeknight | Weekend Day |
| Interventional Cardiology + Afterhours Noninvasive Cardiology | 24 hours* | 24 hours |
| Endocrinology | Mon -Fri 5PM-8AM | Sat 8 AM-Mon 8AM |
| Hematology/Oncology | Mon -Fri 5PM-8AM | Sat 8 AM-Mon 8AM |

| | | |
|--------------------|---------------------|------------------|
| Infectious Disease | Mon -Fri 5PM-8AM | Sat 8 AM-Mon 8AM |
| Neurology | n/a | Sat 8 AM-Mon 8AM |
| Rheumatology | Mon -Fri 5PM-8AM | Sat 8 AM-Mon 8AM |

* Interventional Cardiology call 24 hrs., Noninvasive Cardiology Afterhours Monday through Friday 5 PM-8 AM

- C. AGENCY shall appoint CONTRACTOR as Medical Director, Medical Specialty Services. AGENCY reserves the right to remove and appoint the Medical Director, Medical Specialty Services, at its discretion.
- D. CONTRACTOR shall have, among other duties as shall be mutually agreed, the following responsibilities:
1. Strategic Vision: CONTRACTOR shall work jointly with HOSPITAL to 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 Chief Executive Officers and Chief 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 HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Directors and various departments in HOSPITAL regarding initiatives that are interdepartmental to cardiology, interventional cardiology, dermatology, endocrinology, gastroenterology, immunology, immunology/HIV medicine, infectious disease, neurology, hematology/oncology, physical medicine and rehabilitation, pulmonology, rheumatology and other specialties as may be added under CONTRACTOR'S duties.
 3. Resource Allocation and Oversight:
 - a. Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Directors on resource allocation including staffing, space, capital equipment investment, supplies, medications and other resources to meet patient needs.
 - b. Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Directors to respond to resource shortages to ensure safe and effective care for all patients.
 4. Scheduling and oversight of all Participating Physicians and APPs providing specialty medical services as described in paragraph F.
 5. Selecting DEPARTMENT, AMBULATORY CARE clinic, and clinical program

leadership in collaboration with the AMBULATORY CARE and HOSPITAL Chief Executive Officers and AMBULATORY CARE and HOSPITAL Chief Medical Directors for the positions listed in Table 3. Medical directors and program directors shall be appointed through mutual consent and HOSPITAL reserves the right to withdraw support from a medical director or program director and to compel CONTRACTOR to appoint a mutually acceptable replacement.

Table 3: Medical directors of DEPARTMENT, medical directors of AMBULATORY CARE clinics, and directors of clinical programs:

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|--|
| Director Leadership Positions: |
| Medical Director, Cardiology |
| Medical Director, Dermatology |
| Medical Director, Endocrinology |
| Medical Director, Gastroenterology |
| Medical Director, Hematology/Oncology |
| Medical Director, Infectious Disease |
| Medical Director, Immunology |
| Medical Director, Neurology |
| Medical Director, Physical Medicine and Rehabilitation |
| Medical Director, Pulmonary |
| Medical Director, Rheumatology |
| Medical Director, MSCW Clinic |
| Medical Director, Infusion Center |
| Medical Director, Oncology Clinic |
| Medical Director, Cardiology Clinic |
| Program Director, Stroke |
| Program Director, E-consult |
| Program Director, HIV (combined with Medical Director, Immunology) |
| Pulmonary Function Lab, Medical Director |
| Program Director, Continuous EEG |

- a. The medical directors of DEPARTMENT shall provide a minimum average of one and a half (1.5) hours per week to oversight of DEPARTMENT, operations, and development of specialty services lines.
- b. The medical directors of DEPARTMENT shall on a rotating basis provide leadership, consultation and registered nurse support to HOSPITAL'S Referral Center.
- c. The medical directors of AMBULATORY CARE clinics shall provide a minimum of one and a half (1.5) hours per week to management of all clinic operations.
- d. The directors of clinical programs shall provide a minimum of one and a half (1.5) hours per week to the oversight and management of the respective program.
- e. The medical directors of DEPARTMENT and directors of clinical programs shall have, among other duties as shall be mutually agreed, the following responsibilities:

- A. Strategic Vision: Medical directors and program directors shall work jointly with HOSPITAL to establish the vision and strategic goals, both on a short- and long-term basis, of the DEPARTMENT or their respective program in accord with the goals of HOSPITAL and AMBULATORY CARE.
- B. Quality and Safety:
 - i. Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Directors and the Medical Director, Medical Specialty Services on measuring, assessing and improving quality and patient safety in collaboration with the Inpatient and Outpatient Quality Departments, including helping to identify and carry out performance improvement, encouraging best practices, supporting bundled care initiatives and developing clinical practice guidelines.
 - ii. Coordinate with other HOSPITAL departments regarding initiatives that are interdepartmental (SSI collaborative, throughput initiative).
- C. Resource Allocation and Oversight:
 - i. Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officer and Chief Medical Director and the Medical Director, Medical Specialty Services on resource allocation including staffing, space, capital equipment investment, supplies, medications and other resources to meet patient needs.
 - ii. Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Directors to respond to resource shortages to ensure safe and effective care for all patients.
- D. Scheduling and oversight of all Participating Physicians and APPs in collaboration with Medical Director, Medical Specialty Services in the DEPARTMENT, or clinical programs, as applicable.
- E. Coordination and integration of the DEPARTMENT, or clinical programs, as applicable, with all other departments of HOSPITAL.
- F. Recommending to HOSPITAL and AMBULATORY CARE such equipment, space, supply, and personnel requirements as shall be necessary for the proper function of the DEPARTMENT, or clinical programs, as applicable.
- G. Assistance in formulation of recommendations for the outpatient treatment of patients of HOSPITAL so as to maximize the efficiencies of the DEPARTMENT or clinical programs operation and utilization.
- H. Coordination and integration of interdepartmental and intradepartmental services.

- I. Development and implementation of policies and procedures to guide and support the provision of services.
 - J. Recommending a sufficient number of qualified and competent clinicians to provide care and service, and determination of the qualifications and competencies required of such persons.
 - K. Continuous assessment and improvement of the quality of care and services provided, along with the maintenance of such quality control programs as are appropriate.
 - L. Orientation and continuing education of all persons in the DEPARTMENT and clinical programs, as is appropriate.
- f. The Medical Directors of AMBULATORY CARE clinics shall provide oversight, management of all clinic operations for AGENCY of to include the following, but not limited to:
- A. Oversee and supervise the provision of all services provided at AMBULATORY CARE clinics. 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 when those results require attention, and the ordering specialist is not on duty.
 - C. Coordinate and oversee care between the AMBULATORY CARE clinics and Participating Physicians and APPs.
 - D. Review 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. Assist in the development of written policies and procedural guidelines applicable to the Participating Physicians and APPs in the AMBULATORY CARE clinics which are in accord with current requirements and recommendations of the State of California and the Joint Commission, and to assure that AMBULATORY CARE Participating Physicians and APPS function in conformance with the written policies and procedures.
 - H. 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.

- I. 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 AMBULATORY CARE clinic patients.
- J. Assist in the development of educational programs for APPs such as nurse practitioners, nurses, and technicians.
- K. Represent the AGENCY within the medical community as AMBULATORY CARE clinic medical directors.
- L. Provide a leadership role within HOSPITAL's Medical Staff, including serving on Medical Staff committees.
- M. Monitor and evaluate the quality and appropriateness of patient care provided by the AMBULATORY CARE clinic Participating Physicians and APPs, in accordance with the Quality Assurance and Utilization Review plans of HOSPITAL and AMBULATORY CARE.
- N. Comply and participate in AMBULATORY CARE's efforts to participate in quality initiatives related to Participating Physician and APP services as sponsored by AGENCY's liability carrier.
- O. Assist in the financial review and the performance review of the AMBULATORY CARE clinic operations, and the entire provision of Participating Physician and APP clinical services.
- P. Coordination and integration of the Participating Physicians and APPs with all other departments of HOSPITAL.
- Q. Recommending to HOSPITAL such equipment, space, supply, and personnel requirements as shall be necessary for the proper function of the Participating Physicians and APPs.
- R. Assistance in formulation of recommendations for the outpatient and inpatient treatment of patients of HOSPITAL so as to maximize the efficiencies of Participating Physicians and APPs operation and utilization.
- S. Coordination and integration of interdepartmental and intradepartmental specialty medical services.
- T. Development and implementation of policies and procedures to guide and support the provision of specialty medical services.
- U. Recommending a sufficient number of qualified and competent clinicians to provide specialty medical care and service, and determination of the qualifications and required competencies of such persons.
- V. 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.

W. Orientation and continuing education of all specialty medical services physicians and APPs.

- E. CONTRACTOR shall provide specialty medical services in the following specialties: cardiology, dermatology, endocrinology, gastroenterology, immunology, immunology/HIV medicine, infectious disease, neurology, hematology/oncology, physical medicine and rehabilitation, pulmonology, and rheumatology.
- F. Clinical Services: CONTRACTOR shall provide no less than nine (9) half days of both HOSPITAL and AMBULATORY CARE clinics patient care per week, including clinic visits, consultations, procedures, study interpretation, and telemedicine, per full time Participating Physician and per APP, up to forty-six (46) weeks per contract year for physicians with less than five (5) years with CONTRACTOR and forty-five (45) weeks per contract year for physicians with more than five (5) years with CONTRACTOR.
- G. AMBULATORY CARE Clinical Services: Scheduling of clinics shall be mutually agreed by CONTRACTOR and the AMBULATORY CARE Chief Executive Officer and Chief Medical Director. CONTRACTOR agrees to make available up to two (2) new patient appointments per half day clinic per Participating Physician within the constraints of a mutually agreed upon schedule. In the event that new patient appointments are not filled, AMBULATORY CARE staff shall modify appointments into follow up patient visits seventy-two (72) hours in advance of the appointment time. Follow-up appointments can be combined for new patient appointment by referral/clinic staff if not filled within seventy-two (72) hours.
- H. New patient appointments rendered in an FQHC setting shall receive an additional 1.1 Work Relative Value Unit (WRVU) credit per patient towards individual WRVU productivity thresholds. The maximum WRVU threshold will be compensated up to forty four thousand two hundred sixty five (44,265) WRVUs per contract year. Calculations of forty four thousand two hundred sixty five (44,265) WRVUS are based on up to three (3) new patients seen during nine (9) clinics per week for up to forty-six (46) weeks per year for thirty-two point four (32.4) physicians and APPs. Fewer new patient services shall result in adjusted WRVUs accordingly. AMBULATORY CARE clinical services shall be managed under the direction of the AMBULATORY CARE Chief Executive Officer and Chief Medical Director.
- I. HOSPITAL Clinical Services: Inpatient consultations, surgical services, and other HOSPITAL services shall be managed under the direction of the HOSPITAL Chief Executive Officer and Chief Medical Director.
- J. CONTRACTOR shall provide the following services in all the specialties listed in Table 1 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 the 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.

K. 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, dermatology, endocrinology, gastroenterology, hematology/oncology, immunology/HIV, infectious disease, immunology, neurology, physical medicine and rehabilitation, pulmonology, and rheumatology.
- b. Overnight medical specialty call will be provided by CONTRACTOR for the following specialties: cardiology/interventional cardiology, endocrinology, hematology/oncology, infectious disease, neurology, 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, treadmills, holter monitors and cardiac stress studies.
- b. CONTRACTOR shall arrange for invasive cardiology evaluation and therapy of patients in HOSPITAL, including but not limited the placement of pacemakers and defibrillators.
- 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. Interventional Cardiology and After-Hours Non-Invasive 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, threadmills, 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 HOSPITAL Services: CONTRACTOR shall support the Infection Control Medical Director 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. Infectious Disease AMBULATORY CARE Clinic Services: CONTRACTOR shall provide nine (9) half-day clinics per week at Sierra Vista Family Medical Clinic and other clinics of AGENCY and one (1) half-day per week of administrative time, for a minimum of forty-five (45) weeks per contract year. Clinic half-days shall be defined as a minimum of four (4) hours of scheduled patient care beginning at 8:00 a.m. to 12:00 p.m. or 1:00 p.m. to 5:00 p.m. Scheduling of clinics shall be mutually agreed by CONTRACTOR and the AMBULATORY CARE Chief Executive Officer and AMBULATORY CARE Chief Medical Director. The number of required clinic half-days may be increased or decreased by mutual consent to achieve optimal provision of all clinical services described herein.
6. Gastroenterology Services: CONTRACTOR shall provide gastroenterology physicians to provide clinic inpatient consultation and procedures for HOSPITAL and AMBULATORY CARE, as requested by the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Directors.
7. Pulmonology: CONTRACTOR shall interpret pulmonary function testing done at HOSPITAL and as requested serve as Pulmonary Function Laboratory Medical Director. CONTRACTOR shall perform bronchoscopies as needed.

8. Hematology/Oncology: CONTRACTOR shall provide clinical oversight, and 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, and skin and lymph node biopsy.
9. Neurology: CONTRACTOR shall provide interpretation of electrodiagnostics, electroencephalograms (EEGs), electromyograms (EMGs), and nerve conduction study interpretations to meet the needs of HOSPITAL's patients.
10. Physical Medicine and Rehabilitation: CONTRACTOR shall support the Physical Medicine and Rehabilitation Medical Director in efforts to develop, update and maintain HOSPITAL's rehabilitation services.
 - a. CONTRACTOR shall ensure the Physical Medicine and Rehabilitation Medical Director is available for consultation on any trauma patients in HOSPITAL.
 - b. CONTRACTOR shall ensure the Physical Medicine and Rehabilitation Medical Director is available to the inpatient therapy team to assess for physiatrist input into the care they are providing.
 - c. CONTRACTOR shall ensure that Physical Medicine and Rehabilitation Medical Director assists with the management of patients with impairments secondary to stroke, traumatic brain injuries, musculoskeletal pain, and other conditions for which physiatrist consultation and procedures are likely to benefit the patient.
11. Hepatology: CONTRACTOR shall provide an APP to provide hepatology and addiction medicine services for one (1) half-day clinic per week for fifty two (52) weeks per contract year. CONTRACTOR shall provide hepatology clinical services including outpatient clinical consultations, viral hepatitis program management, and facilitate transitions of care to tertiary care centers for advanced care needs including but not limited to procedures such as transjugular intrahepatic portosystemic shunt (TIPS), and liver transplant evaluations.
- L. New Physicians and APPs: CONTRACTOR shall require new Participating Physicians and APPs to demonstrate proficiency in AGENCY's electronic health records system and complete AGENCY's compliance training within the first month of service. AGENCY shall credit CONTRACTOR for new Participating Physician Tier 1 WRVUs productivity levels for the first month of services, and APPs at Tier 1 WRVU productivity levels for first six (6) months of services.
- M. Supervision of Family Medicine or Specialist Physician Resident, APPs and Medical Students: CONTRACTOR shall provide supervision of work performed by family medicine or specialist physician residents, APPs, and medical students as required to perform specialty medical services or as requested by HOSPITAL or AMBULATORY CARE. Supervision of family medicine or specialist physician residents and medical students shall be approved by AGENCY's Designated Institutional Officer (DIO) prior to providing supervision. Teaching and curriculum shall be reviewed and approved by the DIO. APPs shall be assigned for supervision to one (1) physician per day. Supervision for the work performed shall be in accordance with the requirements of the Medical Board of California, the California Board of Registered Nursing, California Board of Physician Assistants, or any other regulatory body, as applicable.

- N. Quarterly Operations Review: CONTRACTOR shall participate in quarterly operations review meetings with the AMBULATORY CARE and HOSPITAL Chief Executive Officers and Chief Medical Directors. CONTRACTOR shall inform the AMBULATORY CARE and HOSPITAL Chief Executive Officers and Chief Medical Directors of any patient care encounters that require support and resolution, operational challenges, and process improvement opportunities in the operations of the medical specialty services.
- O. Time Studies: CONTRACTOR's time will be allocated so as to approximate the following percentages.

| | Medical Directors, DEPARTMENT, Medical Directors, AMBULATORY CARE Clinics, and Program Directors | Attending Physicians | Clinical Only Subcontracted Physicians |
|-------------------|--|----------------------|--|
| Hospital Services | 15% | 5% | 0% |
| Patient Services | 75% | 85% | 100% |
| Research | 0% | 0% | 0% |
| Teaching | 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 HOSPITAL or AMBULATORY CARE Chief Medical Director, as applicable by specialty. CONTRACTOR may request in writing from HOSPITAL approval to modify a time study allocation, in the event a Participating Provider has a unique set of job duties which result in a different distribution of their work hours.

- P. 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.
- Q. 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.
- R. CONTRACTOR agrees all Participating Physicians and APPs will be board certified or otherwise meet the requirements of the Medical Staff in their respective specialty in accordance with HOSPITAL's guidelines.
- S. 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.

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 Chief Medical Directors of HOSPITAL and AMBULATORY CARE.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

1. Monthly Base:

- a. Effective November 1, 2022, through December 31, 2022, CONTRACTOR shall be paid one million one hundred five thousand four hundred two dollars and fifteen cents (\$1,105,402.15) for thirty-two point four (32.4) full-time equivalent Participating Physicians and APPs to perform the clinical responsibilities outlined in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of clinics, calendar of clinics tracking new patient WRVU allowances, surgical procedures, and operating room procedures, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. Provision of fewer services shall result in a pro-rata reduction in monthly compensation. The maximum amount to be paid under this sub-paragraph from November 1, 2022, through December 31, 2023, is two million two hundred ten thousand eight hundred four dollars and thirty-one cents (\$2,210,804.31).
- b. Effective January 1, 2023, through December 31, 2023, CONTRACTOR shall be paid nine hundred fourteen thousand eight hundred twenty dollars and sixty-seven cents (\$914,820.67) per month for thirty-two point four (32.4) full-time equivalent Participating Physicians and APPs to perform the clinical responsibilities outlined in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of clinics, calendar of clinics tracking new patient WRVU allowances, surgical procedures, and operating room procedures, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. Provision of fewer services shall result in a pro-rata reduction in monthly compensation. The maximum amount to be paid under this sub-paragraph from January 1, 2023, through December 31, 2023, is ten million nine hundred seventy-seven thousand eight hundred forty-eight dollars and seven cents (\$10,977,848.07).
- c. Effective January 1, 2024, through December 31, 2024, CONTRACTOR shall be paid nine hundred forty-nine thousand three hundred forty dollars and thirty-seven cents (\$949,340.37) per month for thirty-two point four (32.4) full-time equivalent Participating Physicians and APPs to perform the clinical responsibilities outlined in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of clinics, calendar of clinics tracking new patient WRVU allowances, surgical procedures, and operating room procedures, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. Provision of fewer services shall result in a pro-rata reduction in monthly compensation. The maximum amount to be paid under this sub-paragraph from January 1, 2024, through December 31, 2024, is eleven million three hundred ninety-two thousand eighty-four dollars and forty-nine cents (\$11,392,084.49)
- d. Effective January 1, 2025, through December 31, 2025, CONTRACTOR shall be paid nine hundred eighty-four thousand seven hundred twenty-three dollars and seven cents (\$984,723.07) per month for thirty-two point four (32.4) full-time equivalent Participating

Physicians and APPs to perform the clinical responsibilities outlined in Attachment I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include number of clinics, calendar of clinics tracking new patient WRVU allowances, surgical procedures, and operating room procedures, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. Provision of fewer services shall result in a pro-rata reduction in monthly compensation. The maximum amount to be paid under this sub-paragraph from January 1, 2025, through December 31, 2025, is eleven million eight hundred sixteen thousand six hundred seventy-six dollars and eighty-four cents (\$11,816,676.84).

2. Relative Value Unit Metrics: Effective January 1, 2023, and thereafter, CONTRACTOR shall have the ability to earn compensation based on Work Relative Value Units (“WRVUs”). WRVUs are mutually agreed to be those WRVUs defined by the Centers for Medicare and Medicaid Services (CMS), Area 17, and published in the Federal Register, for work performed by the physician and APPs and using Current Procedural Terminology (CPT) code modifiers as appropriate. WRVUs used in this calculation shall be updated and become effective once the data is issued by Medicare and AGENCY’s reporting systems are updated.
 - a. CONTRACTOR shall be paid an advance of two hundred seventy-three thousand seven hundred thirty five dollars and thirteen cents (\$273,735.13) per month in anticipation of achievement of the WRVU thresholds outlined in Exhibit B hereto. Accordingly, for the period of January 1, 2023, through December 31, 2023, and each year thereafter, CONTRACTOR shall be paid total annual advances of three million two hundred eighty four thousand eight hundred twenty one dollars and sixty one cents (\$3,284,821.61) for the achievement of annualized WRVUs. The amount paid in monthly advances shall be reconciled at the end of each contract year against CONTRACTOR’s annualized production of actual WRVUs by specialty as provided in Exhibit B.
 - b. CONTRACTOR shall create a summary report to be generated and submitted for review and reconciliation to the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Directors by no later than January 31, 2024 and each year thereafter. To the extent that the maximum payment for the achievement of WRVUs was not fully earned, CONTRACTOR shall repay the difference to AGENCY within thirty (30) days of the reconciliation.
 - c. AGENCY shall make reasonable efforts to accommodate CONTRACTOR by adding billing codes CONTRACTOR requests to be added to the HOSPITAL electronic health record system for the purposes of a more complete and accurate recording of CONTRACTOR’s WRVU achievement.
3. Quality Improvement Metrics for November, 2022 and December, 2022:
 - a. CONTRACTOR shall be paid for the achievement of quality improvement metrics. These metrics are defined in Exhibit C, while the target values for those metrics (“the Target Values”) are detailed in Exhibit D.
 - b. CONTRACTOR shall be paid an advance of thirty-nine thousand one hundred thirty-four dollars and twenty-nine cents (\$39,134.29) per month in anticipation of the achievement of

quality improvement metrics for that month across all departments, as listed in sub-paragraphs c, d, and e, below. Accordingly, for the period of November 1, 2022, through December 31, 2022, CONTRACTOR shall be paid total monthly advances of seventy-eight thousand two hundred sixty-eight dollars and fifty-eight cents (\$78,268.58) for the achievement of annualized quality metrics. The amount paid in monthly advances shall be reconciled against CONTRACTOR’s actual achievement of quality metrics by specialty as provided in Exhibit C.

- 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 1. The maximum amount eligible to be earned under this sub-paragraph for the period of November 1, 2022, through December 31, 2022, is fourteen thousand two hundred eighty-three dollars and twenty-four cents (\$14,283.24).

Table 1: Cardiology Department Quality Metric Monthly Payouts for November 1, 2022, through December 31, 2022

| 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 2. The maximum amount eligible to be earned under this sub-paragraph for the period of November 1, 2022, through December 31, 2022, is four thousand nine hundred ninety-nine dollars and ninety-two (\$4,999.92).

Table 2: Endocrine Department Quality Metric Monthly Payouts for November 1, 2022, through December 31, 2022

| 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:** The maximum amount eligible to be earned under this sub-paragraph is twenty-nine thousand four hundred ninety-two dollars and seventy-one cents (\$29,492.71) per month. Incentives are earned based on the percentage of the Target Values achieved in a given metric, as outlined below in Table 3. The maximum amount eligible to be earned under this sub-paragraph for the period of November 1, 2022, through December 31, 2022, is fifty-eight thousand nine hundred eighty-five dollars and forty-two cents (\$58,985.42).

Table 3: Other Departments Quality Metric Monthly Payouts for November 1, 2022, through December 31, 2022

| 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 | \$5,898.54 | \$5,308.69 | \$4,718.83 | \$4,128.98 | \$3,539.13 | \$2,949.27 | \$0.00 |
| Medication Reconciliation – 30 Days | \$5,898.54 | \$5,308.69 | \$4,718.83 | \$4,128.98 | \$3,539.13 | \$2,949.27 | \$0.00 |
| Stage 2: Secure Messaging 2015 | \$5,898.54 | \$5,308.69 | \$4,718.83 | \$4,128.98 | \$3,539.13 | \$2,949.27 | \$0.00 |
| eConsult | \$5,898.54 | \$5,308.69 | \$4,718.83 | \$4,128.98 | \$3,539.13 | \$2,949.27 | \$0.00 |
| Advancement of Care* | \$5,898.54 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total Monthly Maximum | \$29,492.71 | | | | | | |

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

- f. For Quality Metrics for the period of November 1, 2022, through December 31, 2022, 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 Chief Executive Officer and HOSPITAL's Medical Director by no later than January 31, 2023. To the extent the advance payments for quality improvement metrics were not fully earned, CONTRACTOR shall repay the difference to AGENCY within

thirty (30) days of the reconciliation.

- g. 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.
- h. 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.

4. Quality Improvement Metrics, Effective January 1, 2023, through December 31, 2023, and For Any Calendar Year Thereafter:

- a. CONTRACTOR shall be paid for the achievement of the quality improvement metrics described in Exhibit E hereto.
- b. CONTRACTOR shall be paid an advance of forty-eight thousand two hundred thirty six dollars and forty three cents (\$48,236.43) per month in anticipation of the achievement of quality improvement metrics for that month across all departments. Accordingly, for the period of January 1, 2023, through December 31, 2023, and each year thereafter, CONTRACTOR shall be paid total annual advances of five hundred seventy-eight thousand eight hundred thirty seven dollars and fourteen cents (\$578,837.14) for the achievement of annualized quality metrics. The amount paid in monthly advances shall be reconciled at the end of each contract year against CONTRACTOR's actual achievement of quality metrics by specialty as provided in Exhibit C.
- c. 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 Chief Executive Officer and HOSPITAL's Medical Director by no later than January 31, 2024 and each year thereafter. To the extent the advance payments for quality improvement metrics were not fully earned, CONTRACTOR shall repay the difference to AGENCY within thirty (30) days of the reconciliation.
- d. 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.
- e. 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.

5. Director Fees: CONTRACTOR shall be paid twenty thousand dollars (\$20,000) per month for

medical director of DEPARTMENT, medical director of AMBULATORY CARE clinic, and clinical program director services as outlined in Table 4 below:

Table 4: Leadership Positions and Compensation

| | Leadership Positions | Annual Compensation |
|----|--|----------------------------|
| 1 | Medical Director, Cardiology | \$12,000 |
| 2 | Medical Director, Dermatology | \$12,000 |
| 3 | Medical Director, Endocrinology | \$12,000 |
| 4 | Medical Director, Gastroenterology | \$12,000 |
| 5 | Medical Director, Hematology/Oncology | \$12,000 |
| 6 | Medical Director, Infectious Disease | \$24,000 |
| 7 | Medical Director, Immunology | \$12,000 |
| 8 | Medical Director, Neurology | \$12,000 |
| 9 | Medical Director, Physical Medicine and Rehabilitation | \$12,000 |
| 10 | Medical Director, Pulmonary | \$12,000 |
| 11 | Medical Director, Rheumatology | \$12,000 |
| 12 | Medical Director, MSCW Clinic | \$12,000 |
| 13 | Medical Director, Infusion Center | \$12,000 |
| 14 | Medical Director, Oncology Clinic | \$12,000 |
| 15 | Medical Director, Cardiology Clinic | \$12,000 |
| 16 | Program Director, Stroke | \$12,000 |
| 17 | Program Director, E-consult | \$12,000 |
| 18 | Program Director, HIV (combined with Medical Director, Immunology) | \$0 |
| 19 | Pulmonary Function Lab, Medical Director | \$12,000 |
| 20 | Program Director, Continuous EEG | \$12,000 |
| 21 | Total Leadership Compensation | \$240,000 |

CONTRACTOR shall provide a monthly list of names of the current medical directors of DEPARTMENT, medical directors of AMBULATORY CARE clinic, and clinical program directors attached to the monthly invoice. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed for each medical director of DEPARTMENT, medical director of AMBULATORY CARE clinic, and clinical program director services to include time spent, inclusive of meetings, charts reviews, education and training, and other activities, as applicable, and include it with the list of names in the invoice. Details relevant to tasks performed

shall be reviewed and approved by the HOSPITAL Chief Medical Director or HOSPITAL Associate Chief Medical Officer or Hospital Chief Executive Officer on a monthly basis and attached to the monthly invoice. The maximum amount to be paid under this paragraph shall not exceed two hundred forty thousand dollars (\$240,000) per contract year.

6. Call Services: CONTRACTOR shall be paid sixty-three thousand seven hundred eighty-three dollars and thirty-three cents (\$63,783.33) per month for provision of specialty call services as outlined in Table 5. CONTRACTOR shall attach a call schedule to the monthly invoice. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. The maximum amount to be paid under this paragraph shall not exceed seven- hundred sixty-five thousand four hundred dollars (\$765,400) per contract year.

| Table 5: Specialty Call Services, Effective 11.01.22- Thereafter | | | | | | | |
|--|-------------------|------------------|------------------------|--|-----------------|--------------------------|--------------|
| Specialty Rendering Call Services | Weekday/Weeknight | Weekend Day | Weekday flat fee (251) | Weekend & Holiday flat fee per day (114) | Annual Weekdays | Annual Weekend & Holiday | Total per FY |
| Interventional Cardiology & Afterhours Noninvasive Cardiology | 24 hours* | 24 hours | \$600 | \$1,310 | \$150,600 | \$149,340 | \$299,940 |
| Endocrinology | Mon -Fri 5PM-8AM | Sat 8 AM-Mon 8AM | \$115 | \$500 | \$28,865 | \$57,000 | \$85,865 |
| Hematology & Oncology | Mon -Fri 5PM-8AM | Sat 8 AM-Mon 8AM | \$215 | \$800 | \$53,965 | \$91,200 | \$145,165 |
| Infectious Disease | Mon -Fri 5PM-8AM | Sat 8 AM-Mon 8AM | \$130 | \$600 | \$32,630 | \$68,400 | \$101,030 |
| Neurology | n/a | Sat 8 AM-Mon 8AM | | \$400 | \$- | \$45,600 | \$45,600 |
| Rheumatology | Mon -Fri 5PM-8AM | Sat 8 AM-Mon 8AM | \$100 | \$550 | \$25,100 | \$62,700 | \$87,800 |
| | | | | | | | \$765,400 |

* Interventional Cardiology call 24 hours, Noninvasive Cardiology Afterhours Monday through Friday 5 PM-8 AM

7. Operational Expenses: CONTRACTOR shall be paid fifty thousand two hundred forty-five dollars and eighty-three cents (\$50,245.83) per month for the management of administrative services related to the operation of medical specialty services. Expenses may include: office manager employed by CONTRACTOR, rent, professional fees, and other expenses necessary for the provision of services under this Agreement. The maximum amount to be paid under this paragraph is six hundred two thousand nine hundred fifty dollars (\$602,950) per contract year.
8. Supervision of Family Medicine or Specialist Physician Resident, APPs and Medical Students: CONTRACTOR shall be paid five hundred dollars (\$500) per week per Participating Physician providing supervision services to APPs for up to four (4) APPs, fifty-two (52) weeks per contract year, up to a maximum of one hundred four thousand dollars (\$104,000) per contract year.

CONTRACTOR shall be paid twenty-five dollars (\$25) per day per Participating Physician providing supervision services to family medicine or specialist physician residents, and medical students, for up to four (4) residents, three (3) times per week, fifty-two (52) weeks per contract year, up to a maximum of fifteen thousand six hundred dollars (\$15,600). CONTRACTOR shall assign each APP to one (1) physician per day and shall track and prepare a monthly detailed summary of activities performed, as applicable. CONTRACTOR shall provide documentation of DIO approvals to the monthly invoice for teaching of family medicine or specialist physician residents and medical students. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. The maximum amount to be paid under this paragraph is one hundred nineteen thousand six hundred dollars (\$119,600) per contract year.

9. Physician and APPs Pro-ration: CONTRACTOR shall be compensated only for Participating Physicians and APPs who have provided services under this Agreement. No compensation shall be paid for physicians or APPs who have not yet commenced work. Effective November 1, 2022, the following deductions from monthly base compensation shall apply:
 - a. Dermatology services of one (1) full-time Participating Physician is valued at a monthly total of fifty thousand four hundred eighty-one dollars and twenty-eight cents (\$50,481.28).
 - b. Endocrine services of zero point six (0.6) full-time Participating Physician is valued at fifteen thousand five hundred forty-six dollars and eighty cents (\$15,546.80) per month.
 - c. Oncology services of one (1) full-time APP (nurse practitioner) is valued at thirteen thousand four hundred seventy-seven dollars and twenty-one cents (\$13,477.21) per month.
 - d. Additional amounts shall be deducted from monthly compensation for any other Participating Physicians or APPs terminating their services throughout the duration of this Agreement. CONTRACTOR shall provide notice to AGENCY and reconcile compensation for services, as applicable.
10. 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 Physician 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 Physician.
11. 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.
12. 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 Chief Executive Officer or Chief Medical Director of HOSPITAL. AGENCY shall pay no interest on any payment which has been withheld in this manner.

13. The compensation specified above shall constitute the full and total compensation from AGENCY for all services, including without limitation, administrative, teaching, research, if required under this Agreement, and professional, to be rendered by CONTRACTOR pursuant to this Agreement.
14. Should AGENCY discover an overpayment made to CONTRACTOR, the overpayment amount shall be deducted from future payments due to CONTRACTOR under this Agreement until the full amount is recovered. Should deduction from future payments not be possible, CONTRACTOR shall repay any overpayment not deducted within thirty (30) days of demand by AGENCY.
15. The maximum amount to be paid under this Agreement for the period of November 1, 2022, through December 31, 2023, is eighteen million eight hundred fifty eight thousand five hundred twenty nine dollars and seventy one cents (\$18,858,529.71).
16. The maximum amount to be paid under this Agreement for the period of January 1, 2024, through December 31, 2024, is sixteen million nine hundred eighty-three thousand six hundred ninety-three dollars and twenty-four cents (\$16,983,693.24).
17. The maximum amount to be paid under this Agreement for the period of January 1, 2025, through December 31, 2025, is seventeen million four hundred eight thousand two hundred eighty-five dollars and fifty-seven cents (\$17,408,285.57).

EXHIBIT B

**Work Relative Value Units Productivity
Effective January 1, 2023, through December 31, 2023 and Any Calendar Year Thereafter.**

| Table 1: Work Relative Value Units Productivity per Calendar Year | | | | | | | | | | | |
|---|---------------|--------------------------------|--|--|------------------------------------|--------------------------------------|---|---|------------------------------------|--------------------------------------|---|
| | | | Tier 1 | | | | | | Tier 2 | | |
| Department | FT Contractor | Total Number of FT Contractors | WRVU Compensation* per 1.0 FT Contractor | Department WRVU Funding for WRVU Minimum | WRVU Minimum per 1.0 FT Contractor | WRVU Threshold per 1.0 FT Contractor | WRVU Minimum Adjusted per FT Contractor | WRVU Threshold per Adjusted per FT Contractor | \$/WRVU Rate Compensation for WRVU | WRVU Above the Threshold Allowance** | Compensation*** Calculations Above the WRVU Threshold |
| Cardiology | 1 | 4 | \$76,288.20 | \$305,152.80 | 5009 | 6456 | 5009 | 6456 | \$67.34 | 500 | \$134,680 |
| Dermatology | 1 | 2 | \$102,673.78 | \$205,347.56 | 5488 | 6902 | 5488 | 6902 | \$67.80 | 500 | \$67,800 |
| Endocrine | 1 | 3.6 | \$52,701.00 | \$189,723.60 | 3199 | 4259 | 3199 | 4259 | \$66.90 | 500 | \$120,420 |
| Gastroenterology | 1 | 2.3 | \$103,958.20 | \$239,103.86 | 5126 | 6366 | 5126 | 6366 | \$60.80 | 500 | \$69,920 |
| Immunology | 0.7 | 0.7 | \$70,268.80 | \$49,188.16 | 2371 | 3141 | 1660 | 2199 | \$104.31 | 500 | \$36,509 |
| Infectious Disease (Hospitalist) | 1 | 2 | \$44,487.90 | \$88,975.80 | 2609 | 3822 | 2609 | 3822 | \$44.32 | 500 | \$44,320 |
| Infectious Disease (Clinic) | 1 | 1 | \$59,317.20 | \$59,317.20 | 2609 | 3822 | 2609 | 3822 | \$44.32 | 500 | \$22,160 |
| Neurology | 1 | 3.5 | \$64,380.20 | \$225,330.70 | 2967 | 4129 | 2967 | 4129 | \$78.88 | 500 | \$138,040 |
| Oncology | 1 | 4.6 | \$89,284.40 | \$410,708.24 | 3269 | 4261 | 3269 | 4261 | \$78.02 | 500 | \$179,446 |
| Physiatry | 1 | 1 | \$67,100.80 | \$67,100.80 | 3410 | 4148 | 3410 | 4148 | \$88.60 | 500 | \$44,300 |
| Pulmonology | 0.8 | 1.6 | \$79,251.60 | \$126,802.56 | 3716 | 4934 | 2973 | 3947 | \$82.30 | 500 | \$65,840 |
| Rheumatology | 1 | 2.1 | \$56,358.60 | \$118,353.06 | 3520 | 4388 | 3520 | 4388 | \$82.90 | 500 | \$87,045 |
| PA - Dermatology | 0.9 | 0.9 | \$31,091.80 | \$27,982.62 | 2788 | 4124 | 2509 | 3712 | \$46.80 | 500 | \$21,060 |
| PA - Gastroenterology | 1 | 1 | \$23,658.80 | \$23,658.80 | 1243 | 1696 | 1243 | 1696 | \$61.11 | 500 | \$30,555 |
| PA - Neurology | 1 | 1 | \$22,345.60 | \$22,345.60 | 1247 | 1938 | 1247 | 1938 | \$47.07 | 500 | \$23,535 |
| NP - Oncology | 1 | 1 | \$18,660.75 | \$18,660.75 | 932 | 1524 | 932 | 1524 | \$42.88 | 500 | \$21,440 |
| Total Annual Compensation for WRVUs | | 32.3 | | \$2,177,752.11 | | | | | | 8000 | \$1,107,070 |
| Maximum Compensation Per Fiscal Year for All Specialties | | | | | | | | | \$3,284,821.61 | | |

*Tier 1: WRVU Compensation may be adjusted down for production of less than the WRVU minimum per FT Contractor at the respective rate of \$/WRU for each specialty.

**Tier 2: Maximum WRVU above the Threshold Allowance per contract year may be adjusted up or down between the specialties subject to the total 8,000 WRVU for all departments.

***Compensation Calculations Above the WRVU Threshold allows for movement of funds between specialties subject to the total maximum of this paragraph.

EXHIBIT C

Quality Metrics for November 1, 2022, through December 31, 2022

1. Cardiology Measures

| Table 1: 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 CHA ₂ DS ₂ -VASc risk score of 0 or 1. The assessment of patients with nonvalvular AF or atrial flutter, assessment of thromboembolic risk should include: | Patients who are prescribed warfarin OR another oral anticoagulant drug that is FDA approved for the prevention of thromboembolism. | |
| | <u>CHA₂DS₂-VASc Criteria</u> | | <u>Score</u> |
| | 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 |
| 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% | <ol style="list-style-type: none"> 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% | <ol style="list-style-type: none"> 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

| Table 2: 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: <ul style="list-style-type: none"> • 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 <i>or</i> evidence of nephropathy. This includes diabetics who had one of the following during the measurement year: <ul style="list-style-type: none"> • 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 $\geq 8.0\%$ 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

| Table 3: 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 | <p>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.</p> <ul style="list-style-type: none"> 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. | <p>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:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> Referral denied with denial date. |

| | |
|--|--|
| | <ul style="list-style-type: none">○ Date of referral approval and note that specialty care appointment date is pending.○ 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 D

Quality Metrics Targets for November 1, 2022 through December 31, 2022

1. Cardiology Measures

| Table 1: 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

| Table 2: 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

| Table 3: 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 |

EXHIBIT E

Effective January 1, 2023, through December 31, 2023, and Any Calendar Year Thereafter

Table 1:

| Specialty | Metrics | Target/Thresholds | Notes |
|--------------------|--|-------------------|---|
| All | Third Next Available Appointment | 15 business days | Department-Based, Quarterly Average. Adjusted scale for <30 days or % improvement |
| | Tobacco Assessment and Counseling | 95.25% | Total, Yearly |
| | 3-Day Turn Around Time for e-Consult | 62.80% | Department-Based, Quarterly Average |
| | Minimum Scheduled Visits per Half Day | See table 3 | Department Specific, Quarterly Average |
| Cardiology | Statin Therapy for the Prevention and Treatment of CVD | 68.35% | Department-Based, Yearly |
| | CAD ACE-inhibitor or ARB therapy for DM or LVEF < 40% | 85.05% | Department-Based, Yearly |
| | Read routine cardiac studies within 5 business days | 90.00% | Department-Based, Yearly |
| Diabetes/Endocrine | Comprehensive Diabetes Control: HbA1c | 35.52% | Department-Based, Yearly |
| | Poor Control | | Department-Based, Yearly |
| | Comprehensive Diabetes Control: Eye Exam | 50.15% | Department-Based, Yearly |
| | Kidney Health Evaluation for Patients with Diabetes | 88.3% | Department-Based, Yearly |

| | | | |
|----------------|--|---|--------------------------|
| | Health Equity: CDC HBA1c Poor Control - Black/African American; Hispanic/ Latinx | Black/AA: 37.09% Hispanic/Latinx: 35.82% | Department-Based, Yearly |
| | | | Department-Based, Yearly |
| Immunology/HIV | HIV Viral Load Suppression | 77.30% | Department-Based, Yearly |
| Pulmonary | Asthma Medication Ratio | 58.69% | Department-Based, Yearly |
| Totals | | | |

Definitions for Quality Metrics:

1. **Third Next Available Appointment:**

- a. **Definition:** The number of days until the 3rd open appointment can be identified averaged across all specialists who are not on leave.
- b. **Target:** 15 business days (100% achievement), 16-30 business days (50% achievement).
- c. **Source:** AGENCY EHR.

2. **3-Day Turn Around Time for e-Consult:** Respond to requests for eConsult within 3 calendar days (72 hours) with individualized message.

3. **Minimum scheduled encounters:** Specialty providers must be scheduled for a minimum of 8 clinical patients per half day.

4. **Tobacco Assessment and Counseling:** Complete annual tobacco screening for all patients 18 years old and older by completing the Current Tobacco Use question on either the Pediatric Health Maintenance or Pediatric Ambulatory Care intake form or the Adult Ambulatory Care intake form Social History section.

5. **Read routine cardiac studies within 5 business days:** Measures that all completed cardiac studies, including exercise treadmill tests, nuclear stress tests, holter monitors, ziopatches and echocardiograms are read with a report placed in Cerner within 5 business days of study completion.

6. **Statin Therapy for the Prevention and Treatment of CVD:** During the measurement year, percentage of the following patients - all considered at high risk of cardiovascular events – who were prescribed or were on statin therapy:

- a. Adults aged ≥ 21 years who were previously diagnosed with or currently have an active diagnosis of clinical atherosclerotic cardiovascular disease (ASCVD); OR
- b. Adults aged ≥ 21 years who have ever had a fasting or direct low-density lipoprotein cholesterol (LDL-C) level ≥ 190 mg/dL or were previously diagnosed with or currently have an active diagnosis of familial or pure hypercholesterolemia; OR
- c. Adults aged 40-75 years with a diagnosis of diabetes with a fasting or direct LDL-C level of 70-189 mg/dL.

7. **CAD ACE-inhibitor or ARB therapy for DM or LVEF < 40%:** During the measurement period, prescribe or ensure proper documentation of currently taking an ACE inhibitor or ARB therapy to individuals 18 years and older who have a diagnosis of coronary artery disease and diabetes or coronary artery disease and current or prior left ventricular ejection fraction < 40%.
8. **Comprehensive Diabetes Control: HbA1c Poor Control <8%:** During the measurement period, individuals 18-75 years of age with diabetes (Type 1 and Type 2) whose most recent HbA1c level is <8.0% prior to specialty encounter discharge. Individuals are identified as having diabetes if they met any of the following criteria during the measurement year or the year prior to the measurement year:
 - a. At least two outpatient visits, observation visits, ED visits, or nonacute inpatient encounters on different dates of service, with a diagnosis of diabetes. Visit type need not be the same for the two visits.
 - b. At least one acute inpatient encounter with a diagnosis of diabetes.
1. **Health Equity: CDC HBA1c Poor Control - Black/African American; Hispanic/ Latinx:** During the measurement period, Black/ African American and Hispanic/ Latinx individuals 18-75 years of age with diabetes (Type 1 and Type 2) whose most recent HbA1c level is <8.0% prior to specialty encounter discharge. Black/ African American and Hispanic/ Latinx individuals are identified as having diabetes if they met any of the following criteria during the measurement year or the year prior to the measurement year:
 - a. At least two outpatient visits, observation visits, ED visits, or nonacute inpatient encounters on different dates of service, with a diagnosis of diabetes. Visit type need not be the same for the two visits.
 - b. At least one acute inpatient encounter with a diagnosis of diabetes.
2. **Comprehensive Diabetes Control:**
 - a. **Eye Exam:** During the measurement period, screen or monitor for diabetic retinal disease. This includes diabetics who had either: a retinal or dilated eye exam by an eye care professional (optometrist or ophthalmologist) in the year or a negative retinal or dilated exam (negative for retinopathy) by an eye care professional (optometrist or ophthalmologist) in the year prior.
 - b. **Kidney Health Evaluation for Patients with Diabetes:** During the measurement period, the percentage of individuals 18–85 years of age with diabetes (type 1 and type 2) who received a kidney health evaluation, defined by an estimated glomerular filtration rate (eGFR) and a urine albumin-creatinine ratio (uACR), during the measurement year.
3. **HIV Viral Load Suppression:** During the measurement year, proportion of patients, regardless of age, with a diagnosis of HIV with a HIV viral load less than 200 copies/mL at last HIV viral load test.
4. **Asthma Medication Ratio:** During the measurement year, the percentage of individuals 5-64 years of age who were identified as having persistent asthma and had a ratio of controller medications to total asthma medications of 0.50 or greater.

Table 2: Quality Metric Compensation

| Department | Full Time Contractors | Quality Funding (5% Median WMGMA) | Total Department Quality Funding | Fund per Metrics | Number of Metrics |
|-------------------------------|-----------------------|-----------------------------------|----------------------------------|------------------|-------------------|
| Cardiology | 4 | \$ 25,429.40 | \$ 101,717.60 | \$ 3,632.77 | 7 |
| Dermatology | 2 | \$ 25,668.45 | \$ 51,336.89 | \$ 6,417.11 | 4 |
| Endocrine | 3.6 | \$ 13,175.25 | \$ 47,430.90 | \$ 1,646.91 | 8 |
| Gastroenterology | 2.3 | \$ 25,989.55 | \$ 59,775.97 | \$ 6,497.39 | 4 |
| Immunology/HIV | 0.7 | \$ 17,567.20 | \$ 12,297.04 | \$ 3,513.44 | 5 |
| Infectious Disease - Hospital | 2 | \$ 14,829.30 | \$ 29,658.60 | \$ 3,707.33 | 4 |
| Infectious Disease - Clinic | 1 | \$ 14,829.30 | \$ 14,829.30 | \$ 3,707.33 | 4 |
| Neurology | 3.5 | \$ 16,095.05 | \$ 56,332.68 | \$ 4,023.76 | 4 |
| Oncology | 4.6 | \$ 22,321.10 | \$ 102,677.06 | \$ 5,580.28 | 4 |
| Physiatry | 1 | \$ 16,775.20 | \$ 16,775.20 | \$ 3,355.04 | 5 |
| Pulmonology | 1.6 | \$ 19,812.90 | \$ 31,700.64 | \$ 4,953.23 | 4 |
| Rheumatology | 2.1 | \$ 14,089.65 | \$ 29,588.27 | \$ 3,522.41 | 4 |
| PA - Dermatology | 0.9 | \$ 7,772.95 | \$ 6,995.66 | \$ 1,943.24 | 4 |
| PA - Gastroenterology | 1 | \$ 5,914.70 | \$ 5,914.70 | \$ 1,478.68 | 4 |
| PA - Neurology | 1 | \$ 5,586.40 | \$ 5,586.40 | \$ 1,396.60 | 4 |
| NP - Oncology | 1 | \$ 6,220.25 | \$ 6,220.25 | \$ 1,555.06 | 4 |
| Totals | | | \$ 578,837.14 | | |

Table 3: Minimum Scheduled Visits per Half-Day, includes 1 urgent appointment. 1 New patient appointment is equal to 2 Follow-up patient appointments..

| Department | Minimum Performed Visits Per Half-Day on average |
|-----------------------|--|
| Cardiology | 9 |
| Dermatology | 12 |
| Endocrine | 9 |
| Gastroenterology | 8 |
| Immunology and HIV | 8 |
| Infectious Disease | 8 |
| Neurology | 8 |
| Oncology | 8 |
| PM&R | 8 |
| Pulmonary | 8 |
| Rheumatology | 8 |
| PA - Dermatology | 8 |
| PA - Gastroenterology | 8 |
| PA - Neurology | 8 |
| NP - Oncology | 8 |