

**FIRST AMENDMENT
TO AHARO CLINICAL INTEGRATION AGREEMENT**

This First Amendment ("First Amendment") to the AHARO CLINICAL INTEGRATION AGREEMENT ("Agreement") dated as of January 1, 2015 among Bay Clinic, Inc., Hamakua Health Center, Inc. (doing business as Hamakua-Kohala Health), Waimanalo Health Center and Waianae District Comprehensive Health and Hospital Board, Incorporated (doing business as Waianae Coast Comprehensive Health Center) (individually, a "Member" and collectively, "Members") is hereby entered into as of July 24, 2017.

The undersigned acknowledge and agree as follows:

1. Formal Joinder of AHARO HAWAII. AHARO HAWAII, a Hawaii nonprofit corporation, is formally identified as "AHARO" within the meaning of the Agreement, added as a signatory to the Agreement, and agrees to observe and perform the terms of the Agreement as of the original date of the Agreement.
2. Appointment of AHARO HAWAII as Negotiating and Contracting Agent. As provided in the Agreement, AHARO is a multi-provider network of separate and independent federally qualified health centers that seeks to create a clinically integrated network and to then engage in joint contracting with third-party payors on behalf of its participating providers. Each Member designates AHARO as its agent for the purpose of negotiating and entering into payor contract(s) generally in the form attached as Exhibit A. Such designation is subject to the board of directors of AHARO reasonably determining that AHARO is sufficiently clinically integrated such that AHARO is permitted by applicable federal and state antitrust laws to negotiate and enter into such payor contract(s) on behalf of the Members. For such period of time that the Agreement is in effect, unless precluded from doing so by law, each Member hereby grants an irrevocable power of attorney and appoints AHARO as its attorney in fact with an irrevocable power to execute, on the Member's behalf, all payor contracts entered into by AHARO and any amendments thereto, and to execute any other appropriate documentation or take any action required by a payor to reflect the Member's agreement to comply with the terms of the payor contracts and amendments. Except where permitted by law, AHARO shall not disclose any information to a Member regarding the fees proposed or accepted by other Members. Except as permitted by law, each Member agrees that it will not discuss or exchange information regarding individual fee schedules with other Members, nor will it take part in any discussions or activities that could be construed as a collective refusal to deal or price-fixing activity with payors or other providers.
3. Contribution to/Funding of AHARO. Each Member shall be liable for a share of operating and capital costs, and any financial liability, of AHARO subject to a "Limit of Liability." The Limit of Liability for a Member shall be the greater of one dollar (1.00) per Member's member per month subject to all AHARO payor contracts.
4. Each Health Center's Continuing Independence and Individual Accountability. Each Member will continue to manage its own patient population and separately and independently observe and perform its rights and obligations with respect to AHARO and all payor contracts. Any right of a

Member to receive any compensation under payor contracts shall not be dependent upon AHARO collectively achieving certain quality metrics and generating savings for the care furnished to patients as described in agreements with payors.

5. Term and Withdrawal. The initial term of the Agreement will continue until and including December 31, 2018 (“Initial Term”). The Agreement shall automatically renew for additional one (1)-year periods (“Renewal Term”) subject to the right of any Member to withdraw, with or without cause, from the Agreement by written notice to AHARO and other Members at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

6. Conflicts and Counterparts. As amended by this First Amendment, all of the other provisions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed. In the event of any conflict between the terms and conditions of this First Amendment with the terms and conditions of the Agreement, the terms and conditions of this First Amendment shall control. This First Amendment may be executed in one or more counterparts, and by the Parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the day and year written above.

AHARO HAWAII

Bay Clinic, Inc.

By: _____
Mary Frances Oneha
Its Chief Executive Officer

By: _____
Harold Wallace
Its Chief Executive Officer

Hamakua Health Center, Inc.
(doing business as Hamakua-Kohala Health)

Waianae District Comprehensive Health and
Hospital Board, Incorporated (doing
business as Waianae Coast Comprehensive
Health Center)

By: _____
Irene J. Carpenter
Its Chief Executive Officer

By: _____
Richard P. Bettini
Its President and Chief Executive
Officer

Waimanalo Health Center

By: _____
Mary Frances Oneha
Its Chief Executive Officer

Exhibit A

Form of Contract Between Payor and AHARO

[To Come]



Clinical Quality Committee Charter
5/31/17

Purpose/Goal

To oversee clinical quality activities for AHARO Hawaii

Objectives

1. Establish the measures for individual and group performance benchmarking
2. Monitor individual and group compliance with the network's standards
3. Make recommendations for improving individual and aggregate compliance performance
4. Administer corrective actions as necessary when noncompliance or risk concerns are identified
5. Assist with risk management
6. Provide or arrange for medical education and information to promote compliance with network clinical practice guidelines

Duties/Responsibilities

Chair – Organize meeting dates/times, set agenda, run meeting, submit approved Minutes to AHARO Board

Recorder – Take Minutes, distribute to committee members for comments, revise as needed

Composition

Role	Name	Organization
Chair	Christina Lee	Waimanalo Health Center
Recorder	Claudia Roman	Bay Clinic

Frequency of Meetings

The Committee will keep minutes of all committee meetings and propose recommendations to the AHARO Board.