

**AGREEMENT FOR**  
**MEDICAL DIRECTORS, ATTENDING PHYSICIANS,**  
**HOSPITALIST 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 Ventura County Hospitalists, Inc., a duly formed California Professional Corporation (“CONTRACTOR”).

This Agreement shall be effective October 1, 2024, and, subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, shall be for an initial period of twelve (12) months, that is, until September 30, 2025. 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 Hospitalists Services, hereinafter referred to as DEPARTMENT, hereby contracts for the professional services of CONTRACTOR. CONTRACTOR shall be designated as Medical Directors, Attending Physicians, Hospitalists, and Critical Care services, and shall provide professional medical services under the direction of the HOSPITAL Chief Executive Officer and Chief Medical Officer. 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 and Advanced Practice Providers 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 and Advance Practice Providers,” 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 and Advance Practice Providers.”

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 Officers 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, ordinary wear and tear and damages by any cause beyond the reasonable control of CONTRACTOR excepted.
5. Access to Records - Until the expiration of four (4) years after the furnishing of the services provided under this Agreement, CONTRACTOR will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, including the State of California, this Agreement and all books, documents, and records necessary to certify the nature and extent of the cost of these services. If CONTRACTOR carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.
6. Restrictions on Use or Disclosure of Protected Health Information - CONTRACTOR will not use or disclose protected health information other than as permitted or required by 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 appraise 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. CONTRACTOR shall provide written disclosure of any prohibited affiliation under 42 CFR, Section 438.610. Failure to adhere to this provision shall be considered a material breach and /or default under this Agreement.
10. Representations and Warranties – CONTRACTOR represents and warrants that CONTRACTOR is not, and during the term of this Agreement shall not be: (a) suspended or excluded from participation in any federal or state health care program, (including, without limitation, Medicare, Medi-Cal, or CHAMPUS/Tricare), or (b) convicted of any criminal offense related to the delivery of any good or service paid for by a federal or state health care program or to the neglect or abuse of patients, or (c) suspended, excluded or sanctioned under any other federal program, including the Department of Defense and the Department of Veterans Affairs.

CONTRACTOR shall notify 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 twelve (12) 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 will be responsible for arranging for the smooth transition of duties to appropriate independent contractors and/or employees of HOSPITAL, assuring that patient care retains the highest standards of medical practice and ethics during the transition.
  3. Upon termination of this Agreement, CONTRACTOR immediately shall deliver to HOSPITAL sole custody and exclusive use of its premises, equipment and supplies.

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

## **SEVENTH GENERAL PROVISIONS**

- a. 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 California 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 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: Ventura County Hospitalists, Inc.

Dated: \_\_\_\_\_, \_\_\_\_\_  
Jerold Noah, M.D., President Ventura  
County Hospitalists, Inc.

AGENCY:

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
HEALTH CARE AGENCY DIRECTOR  
OR DESIGNEE

**EXHIBIT A**  
**PARTICIPATING PHYSICIANS**

1	Araujo, David	MD
2	Bordia, Nikhil	MD
3	Carroll, Nathan	MD
4	Cox, Daniel	MD
5	David, Jacob	MD
6	Donnelly-Taylor, Clare	MD
7	Esherick, Joseph	MD
8	Farson, Matthew	MD
9	Fishman, David	MD
10	Gorit, Gideon	MD
11	Halbach, Emilie	MD
12	Ike, Kaitlyn	MD
13	Jorgensen, Neil	MD
14	Khan, Tipu	MD
15	Kim, Joanne	MD
16	Kopecky, Abigail	MD
17	Lepore, Mark	MD
18	Meza, Raul	MD
19	Morie, Marina	MD
20	Morris, Carolyn	MD
21	Nguyen, Thuy Trang Jennie	MD
22	Noah, Jerold	MD
23	Nuhn, John	MD
24	Perera, Yohan	MD
25	Ramirez, Michael	MD
26	Rowley, Jason	MD
27	Sacks, Zadok	MD
28	Schoeld, Kristi	MD
29	Serrano, Vladimir	MD
30	Shore, Kathleen	DO
31	Thorp, Sara	DO
32	Tosini, Tomasso	MD
33	Walls, Anthony	MD
34	Wing, Aimee	MD
35	Zwolak, Zachary	DO
36	Waggenerman, Lindsay	MD
37	Grossman, Danielle	MD

38	Fowler, Benjamin	MD
39	Swade, Kelly	DO
40	Leibovitch, Sarah	MD
41	Nakano, Richard	MD
42	Gamble, Micah	MD
43	Tulimiero, Monica	MD
44	Brome, Allyson	DO
45	Cnop, Katia	DO
46	Simoneit, Elizabeth	MD
47	Begert, Manon	MD

**ATTACHMENT I**  
**RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR shall serve under the direction the HOSPITAL Chief Executive Officer and HOSPITAL Chief Medical Officer and shall be responsible for the management and professional supervision of the Hospitalist Department of HOSPITAL (“DEPARTMENT”). It is mutually agreed that CONTRACTOR shall have the following responsibilities:

**I. HOSPITALIST SERVICES AT VENTURA COUNTY MEDICAL CENTER (VCMC):**

1. AGENCY shall appoint CONTRACTOR as VCMC Director of Adult Hospital Medicine Services, and as Attending Physicians, Hospitalists at VCMC. HOSPITAL reserves the right to remove and appoint the VCMC Director of Adult Hospital Medicine Services at the discretion of HOSPITAL Chief Medical Officer. CONTRACTOR shall provide Attending Physicians, Hospitalists at VCMC.
2. The VCMC Director of Adult Hospital Medicine Services shall have the following responsibilities:
  - a. Management, professional supervision and regulatory documentation and compliance of the DEPARTMENT at VCMC.
  - b. Strategic Vision: CONTRACTOR shall establish the clinical vision and clinical strategic goals, both on a short and long term basis of hospitalist services at VCMC in line with the overall vision of AGENCY.
  - c. Quality and Safety:
    - i. CONTRACTOR shall work with the HOSPITAL Chief Executive Officer and Chief Medical Officer on measuring, assessing and improving quality and patient safety in collaboration with the Inpatient and Outpatient Quality Departments. Specific areas of focus include but are not limited to, the prevention of hospital-acquired infections, initiatives to improve patient throughput, and achievement of quality benchmarks set forth by federal and state programs.
    - ii. CONTRACTOR shall coordinate with other HOSPITAL departments regarding initiatives that are interdepartmental (SSI collaborative, throughput initiative)
  - d. Resource Allocation and Oversight:
    - i. CONTRACTOR shall work with the HOSPITAL Chief Executive Officer and Chief Medical Officer on resource allocation including staffing, space, capital equipment investment, supplies, medications and other resources to meet patient needs.
    - ii. CONTRACTOR shall respond to resource shortages to ensure safe and effective care for all patients.
3. CONTRACTOR shall provide the following services at VCMC:

- a. Serve as hospitalist attending physicians for the equivalent of twelve point five (12.5) full-time attending hospitalists 365 days per year. CONTRACTOR shall ensure coverage will be sufficient to provide adequate supervision of resident physicians for all admissions and for any patient for whom a resident physician requests assistance. Each patient who receives CONTRACTOR's services will receive an initial admission history and physical by an attending physician. It is expected that this coverage would be provided by at a minimum, four point five (4.5) attending hospitalists assigned to each weekend. Daytime coverage shall be defined to include the provision of patient care as well as the teaching and oversight of family practice residents and any others assigned to the service(s), as scheduled by the Chief Medical Officer of HOSPITAL.
  - b. Cooperation with all of HOSPITAL's other hospitalists and attending physicians in providing patient care, such that there is an attending note on weekdays of all patients assigned to the medicine service. In addition, CONTRACTOR will ensure that an attending note is placed for all patients admitted to the medicine service on weekends. Adherence to this documentation standard shall be an element of compensation of CONTRACTOR, as described in Attachment II, "Compensation of CONTRACTOR".
  - c. Participation in cost containment programs relative to controllable physician or other professional costs.
  - d. Participation in the peer review of the medical services on a regular basis.
  - e. Participation with the Program Director of the Ventura County Medical Center Family Medicine Residency in the ongoing planning and organization of the Family Medicine Residency program.
  - f. Participation in the supervision and teaching of resident physician staff and other physicians in training, and the maintenance of an ongoing curriculum in medicine for said physicians, in preparation for their practice as family physicians.
  - g. Participation with other hospitalists and colleagues, in providing consultative medical services to patients on other services as requested.
4. CONTRACTOR shall provide oversight and leadership that assures adequate participation from each hospitalist in the non-clinical activities of the Medicine Service. This includes but is not limited to the following activities:
    - a. Hospitalist meeting participation.
    - b. Providing lectures to the residents and Medical Staff.
    - c. Participation in HOSPITAL and Medical Staff committees.
    - d. Chairing HOSPITAL and Medical Staff committees.
    - e. Creating and updating HOSPITAL medicine related clinical practice guidelines.

- f. Assisting residents with case conferences presentations.
  - g. Managing morbidity and mortality and interesting case conferences.
  - h. Providing morning didactic teaching sessions to resident physicians on medicine service.
  - i. Participation in Medicine Department peer review activities.
  - j. Participation in quality improvement projects in cooperation with HOSPITAL's QA/PI Department, such as patient flow, patient satisfaction improvement, reduction of readmission rates and antibiotic stewardship.
5. CONTRACTOR shall provide an administrative assistant in support of hospitalist services at VCMC and SPH, for a minimum of forty (40) hours per week, and forty-eight (48) weeks per year. The administrative assistant shall perform clinical coordinator functions, including but not limited to liaison to referring physicians, assistance with post-discharge follow-up, handling scheduling, facilitating communication, and managing documentation.

## **II. HOSPITALIST AND CRITICAL CARE SERVICES AT SANTA PAULA HOSPITAL (SPH):**

1. AGENCY shall appoint CONTRACTOR as SPH Director of Hospitalist, and as Attending Physicians, Hospitalists Services at SPH. HOSPITAL reserves the right to remove and appoint the SPH Director of Hospitalist Services at the discretion of HOSPITAL Chief Medical Officer. CONTRACTOR shall provide Attending Physicians, Hospitalists at SPH.
2. The Director of Hospitalist Services at SPH shall have the following responsibilities:
  - a. Management, professional supervision and regulatory documentation and compliance of the hospitalist and critical care services at SPH.
  - b. Strategic Vision: CONTRACTOR shall establish the clinical vision and clinical strategic goals, both on a short and long term basis of hospitalist services and critical care services at SPH in line with the overall vision of AGENCY.
  - c. Quality and Safety:
    - i. CONTRACTOR shall work with the HOSPITAL Chief Executive Officer and Chief Medical Officer on measuring, assessing and improving quality and patient safety in collaboration with the Inpatient and Outpatient Quality Departments. Specific areas of focus include, but are not limited to, the prevention of hospital-acquired infections, initiatives to improve patient throughput, and achievement of quality benchmarks set forth by federal and state programs.
    - ii. CONTRACTOR shall coordinate with other HOSPITAL departments regarding initiatives



that are interdepartmental (SSI collaborative, throughput initiative).

d. Resource Allocation and Oversight:

- i. CONTRACTOR shall work with the HOSPITAL Chief Executive Officer and Chief Medical Officer on resource allocation including staffing, space, capital equipment investment, supplies, medications and other resources to meet patient needs.
- ii. CONTRACTOR shall respond to resource shortages to ensure safe and effective care for all patients.

3. CONTRACTOR shall provide the following services at SPH:

- a. Effective October 1, 2024, through October 15, 2024, CONTRACTOR shall provide the equivalent of six (6) full-time hospitalists. CONTRACTOR shall ensure coverage will be sufficient to provide adequate supervision of resident physicians for all admissions and for any patient for whom a resident physician requests assistance. Each patient who receives CONTRACTOR's services will receive an initial admission history and physical by an attending physician.
- b. Effective October 16, 2024, and any contract year thereafter, CONTRACTOR shall provide the equivalent of four point five (4.5) full-time hospitalists. CONTRACTOR shall ensure coverage will be sufficient to provide adequate supervision of resident physicians for all admissions and for any patient for whom a resident physician requests assistance. Each patient who receives CONTRACTOR's services will receive an initial admission history and physical by an attending physician.
- c. Hospitalist Services: weekday, weekend/holiday, and nightly hospitalist coverage three hundred sixty-five (365) days a year, seven (7) days a week, twenty-four (24) hours a day. Nightly shift shall be on-call with a one (1) hour expected response time for complex monitored (DOU admissions, accepting transfers from VCMC and other facilities, and providing patient care as requested by Emergency Department physicians.
- d. Critical Care Services: Effective October 1, 2024, through October 15, 2024, CONTRACTOR shall provide critical care coverage twenty-four (24) hours a day. Daytime coverage shall be provided by a critical care board – certified physician or physician with VCMC Medical Staff critical care privileges. Nightly coverage shall be provided by a physician with hospitalist privileges.

**III. INPATIENT PSYCHIATRIC UNIT (IPU) HISTORY AND PHYSICAL EVALUATION PHYSICIAN SERVICES:**

1. CONTRACTOR shall provide zero point five (0.5) full-time physician coverage for history and physical evaluation services in the IPU from 8 AM to 5 PM, five (5) days per week, Monday through Friday (except COUNTY holidays that may fall on a weekday), fifty-two (52) weeks per year.

2. CONTRACTOR shall ensure that the initial or intake taking of each patient's medical history and the initial physical examination shall be completed within twenty-four (24) hours of the patient's admission to the IPU.
3. CONTRACTOR shall produce electronic documentation that is complete, easily interpreted, and signed to ensure completion of the electronic medical chart of each patient.
4. CONTRACTOR shall participate in cost containment programs relative to controllable physician or other professional costs.
5. CONTRACTOR shall collaborate with the psychiatric team to monitor and address medical conditions.
6. CONTRACTOR shall accept additional assignments from the Chief Medical Officer of the HOSPITAL and the Director of the IPU as mutually agreed.

#### **IV. GENERAL PROVISIONS:**

1. CONTRACTOR shall comply with the policies, rules and regulations of AGENCY subject to state and federal laws covering the practice of medicine, and shall comply with all applicable provisions of law relating to licensing and regulation of physicians and hospitals. CONTRACTOR shall comply with all the requirements of the Joint Commission, including but not limited to appropriate clinical practice as detailed in its Core Measures and Patient Safety Goals.
2. CONTRACTOR's time will be allocated in approximately the following manner:

	VCMC Director	SPH Director	Attending Physicians
Administrative Services	10%	10%	0%
Patient Services	75%	75%	80%
Research	0%	0%	0%
Teaching	15%	15%	20%
Total	100%	100%	100%

Time allocations may be modified at any time with the approval of the AGENCY Director. CONTRACTOR will maintain, report, and retain time records, in accordance with the requirements of federal and state laws, as specified by AGENCY. In particular, CONTRACTOR shall report on a monthly basis the specific hours of service provided to AGENCY for a selected one (1) week period during that month.

3. CONTRACTOR agrees to treat patients without regard to patient's race, ethnicity, religion, national origin, citizenship, age, sex, gender identity, preexisting medical condition, status or ability to pay for medical services, except to the extent that a circumstance such as age, sex, gender identity, 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 CONTRACTOR, as physician(s) and allied practitioner(s), and CONTRACTOR may not substitute service by another physician(s) or allied practitioner(s) without written approval of the Chief Medical Officer of HOSPITAL.

**ATTACHMENT II**  
**COMPENSATION OF CONTRACTOR**

CONTRACTOR shall be paid according to the following for services at VCMC and SPH:

**I. COMPENSATION FOR SERVICES AT VCMC:**

1. Monthly Base: CONTRACTOR shall be paid a monthly base of three hundred two thousand two hundred fifty dollars and thirty-one cents (\$302,250.31) for performing services at VCMC as described in Attachment I section I. If fewer services are provided than described in Attachment I, section I, these fees shall be prorated accordingly. CONTRACTOR shall track, prepare and attach to the invoice a monthly detailed summary of activities performed to include time spent and numbers of patients seen, and calendars of VCMC services, as necessary. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice.
2. Director Fee at VCMC: CONTRACTOR shall be paid one hundred twenty-five dollars (\$125) per hour for up to sixteen (16) hours per month for the services of the VCMC Director of Adult Hospital Medicine Services outlined in Attachment I, section I, paragraph 2. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts reviews, education and training, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice.
3. Incentives: CONTRACTOR will provide AGENCY monthly, quarterly, and annual reports, as necessary, demonstrating achievement of the following measures in order to receive additional annual incentive compensation as stated in each subparagraph below. Each measure will account for a portion of the additional compensation incentive payment as listed below:
  - a. PCP Communication: CONTRACTOR shall be paid a monthly amount of four thousand two hundred twenty-six dollars and sixty-six cents (\$4,226.66), if there is documentation of communication between the primary care provider of the patient and CONTRACTOR in at least 90% of the patients cared for by providers under this Agreement. This can be a one-on-one communication between health care providers or communication via secure email, Cerner messaging, phone call, voicemail or fax. Discharge summaries will follow a specified template, which includes a succinct summary of the most relevant clinical events and follow-up needs. Documentation must be submitted to AGENCY each month in a manner mutually agreed upon between CONTRACTOR and AGENCY. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice.
  - b. Residents Teaching Rounds: CONTRACTOR shall be paid a monthly amount of two

thousand five hundred dollars (\$2,500). CONTRACTOR shall complete teaching rounds no earlier than 11:30 AM during weekdays. CONTRACTOR shall maintain a log to include date, time and topic of teaching rounds for each week. CONTRACTOR shall provide to AGENCY a quarterly report of the teaching activities. Achievement of this metric will be based on ninety percent (90%) or better compliance with 11:30 AM or later teaching rounds start time. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a quarterly basis and attached to the quarterly incentive invoice.

- c. Trauma Medicine (T-Med) Collaborative: CONTRACTOR shall receive an annual incentive based on the mortality rate for traumatized patients 65 years of age and older with an injury severity score (ISS) of 16 or more, as described in the table below. Achievement of this metric shall be approved by the HOSPITAL Chief Medical Officer based on actual data produced by CONTRACTOR at the end of each fiscal year.

<b>Mortality Rate Measurement</b>	<b>Mortality Rate Percentage</b>	<b>Annual Incentive</b>
HOSPITAL mortality rate for traumatized patients age 65 years and older with injury severity score (ISS) 16 or greater.	≥31.6%	\$0
	31-31.5%	(\$9,960)
	30-30.9%	(\$15,960)
	29-29.9%	(\$21,960)
	28-28.9%	(\$27,960)
	27-27.9%	(\$33,960)
	26-26.9%	(\$39,960)
	25-25.9%	(\$45,960)
	≤25%	(\$51,960)

## **II. COMPENSATION FOR SERVICES AT SPH:**

1. Base Fee for Hospitalist Services: CONTRACTOR shall be paid a monthly base of one hundred nine thousand one hundred forty-four dollars and seventy-one cents (\$109,144.71) for performing hospitalist services at SPH as described in Attachment I, section II. If fewer services are provided than described in Attachment I, section II, these fees shall be prorated accordingly. CONTRACTOR shall track, prepare and attach to the invoice a monthly detailed summary of activities performed to include time spent and numbers of patients seen, and calendars of SPH services, as necessary. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice.
2. Base Fee for Critical Care Services: Effective October 1, 2024, through October 15, 2024, CONTRACTOR shall be paid \$2,167.124 to provide critical care services, seven (7) days a week, twenty-four (24) hours a day. If fewer or more services are provided than described in

Attachment I, section II, paragraph 3, subparagraph d, these fees shall be prorated accordingly in collaboration with the HOSPITAL Chief Medical Officer. CONTRACTOR shall track, prepare and attach to the invoice a monthly detailed summary of activities performed to include time spent and numbers of patients seen, and calendars of VCMC and SPH services, as necessary. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice.

3. Director Fee SPH: CONTRACTOR shall be paid one hundred twenty-five dollars (\$125) per hour for up to twelve (12) hours per month for the services of the SPH Director of Hospitalist Services outlined in Attachment I, section II, paragraph 2. If fewer services are provided than described in Attachment I, section II, paragraph 2, these fees shall be prorated accordingly. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts reviews, education and training, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice.
4. PCP Communication: CONTRACTOR shall be paid a monthly amount of two thousand five hundred dollars (\$2,500) if there is documentation of communication between the primary care provider of the patient and CONTRACTOR in at least 90% of the patients cared for by providers under this Agreement. This can be a one-on-one communication between health care providers or communication via secure email, Cerner messaging, phone call, voicemail or fax. Discharge summaries will follow a specified template, which includes a succinct summary of the most relevant clinical events and follow-up needs. Documentation must be submitted to AGENCY each month in a manner mutually agreed upon between CONTRACTOR and AGENCY. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice.

### **III. INPATIENT PSYCHIATRIC UNIT (IPU) HISTORY AND PHYSICAL EVALUATION PHYSICIAN SERVICES FEE:**

CONTRACTOR shall be paid the sum of seventeen thousand four hundred sixteen dollars and sixty-seven cents (\$17,416.67) per month for the IPU H&P services outlined in Attachment I, section III. If fewer services are provided than described in Attachment I, section III, the fee shall be prorated accordingly. CONTRACTOR shall attach physicians' productivity reports provided by AGENCY to the monthly invoice. Productivity reports may include number of patients, number of clinics, calendar of clinics, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice.

#### **IV. GENERAL PROVISIONS:**

1. Volume Base Adjustment: CONTRACTOR shall be paid one hundred and twenty-five dollars (\$125) per discharge at VCMC and SPH. CONTRACTOR shall track, prepare and attach to the invoice a monthly number of patients discharged at VCMC and SPH from hospitalist services. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice.
2. Quality of Care Improvement: CONTRACTOR shall earn additional compensation of ten thousand five hundred dollars (\$10,500) per quarter related to the satisfactory performance of quality of care improvement projects focused on transitions of care. These projects will have well-defined performance metrics and be mutually agreed upon by CONTRACTOR and the HOSPITAL Chief Medical Officer and Chief Executive Officer. These projects may change by mutual consent and their measure of success adjusted to reflect progress in these clinical areas. CONTRACTOR shall submit documentation of quality of care improvement projects at the end of each quarter. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a quarterly basis and attached to the quarterly incentive invoice.
3. Administrative Costs: CONTRACTOR shall be paid ten thousand (\$10,000) per month for administrative costs associated with the operations of the hospitalist services at VCMC and SPH. CONTRACTOR shall track, prepare, and attach to the invoice a monthly detailed summary of activities related to the administrative costs. The relevant details shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice.
4. Administrative Staff at VCMC and SPH: CONTRACTOR shall be paid five thousand dollars (\$5,000) per month for administrative support services at VCMC and SPH as outlined in Attachment I, section I and section II. If fewer services are provided than described in Attachment I, section I and section II, these fees shall be prorated accordingly. CONTRACTOR shall track, prepare and attach to the invoice a monthly detailed summary of activities performed to include time spent and administrative tasks, and calendars of scheduled services, as necessary. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Officer or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice.
5. The compensation(s) specified above shall constitute the full and total compensation 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.
6. 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, quantity of services, per hour amounts, per unit amounts, etc, as applicable, 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.

7. If CONTRACTOR is under suspension from the Medical Staff or fails to report on a monthly basis the specific hours of service provided to AGENCY for a selected one (1) week period each month at the time payment is due, or if CONTRACTOR has not fully completed the proper documentation of the services provided, according to the bylaws and the rules and regulations of the Medical Staff of HOSPITAL, then monthly payment shall be withheld until the respective suspension(s) are lifted, the documentation completed, or payment is authorized by the Chief Executive Officer or Chief Medical Officer of HOSPITAL. AGENCY shall pay no interest on any payment which has been withheld in this manner.
8. 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.