

**FIFTH AMENDMENT TO AGREEMENT FOR ASSISTANT CHIEF MEDICAL
INFORMATICS OFFICER, MEDICAL DIRECTOR OF SEXUAL ASSAULT NURSE
EXAMINER (SANE) PROGRAM SERVICES, AND ATTENDING PHYSICIAN,
OBSTETRICS AND GYNECOLOGY SERVICES**

This Fifth Amendment to the “Agreement for Assistant Chief Medical Informatics Officer, Medical Director of Sexual assault Nurse Examiner (SANE) Program Services, and Attending Physician, Obstetrics and Gynecology Services,” effective July 1, 2021 (“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 Aimee Brecht-Doscher, M.D., A Medical Corporation, a duly formed California Professional Corporation (“CONTRACTOR”).

Agreement

The parties hereby agree that the referenced Agreement is amended effective March 1, 2024, as follows:

- A. Attachment I, Responsibilities of CONTRACTOR, shall be replaced in its entirety with attached Attachment I.
- B. Attachment II, Compensation of CONTRACTOR, shall be replaced in its entirety with the attached Attachment II.

Except as expressly amended herein, all other terms and conditions of the Agreement shall remain unchanged.

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

CONTRACTOR: Aimee Brecht-Doscher, M.D., A Medical Corporation

Dated: _____

By: _____

Aimee Brecht-Doscher, M.D., President

AGENCY:

Dated: _____

By: _____

HCA DIRECTOR or DESIGNEE

ATTACHMENT I
RESPONSIBILITIES OF CONTRACTOR

I. ASSISTANT CHIEF MEDICAL INFORMATICS OFFICER: CONTRACTOR shall have the following responsibilities under the supervision of the HOSPITAL and AMBULATORY CARE Chief Medical Officers, Chief Medical Informatics Officer (CMIO) and HOSPITAL Chief Executive Officer:

1. CONTRACTOR shall be designated as Assistant Chief Medical Informatics Officer (ACMIO).
2. CONTRACTOR shall perform services as mutually agreed with the CMIO, the Inpatient and Outpatient Quality Medical Director(s), and the HOSPITAL and AMBULATORY CARE Chief Medical Officers and will be available for no less than forty-six (46) weeks per year. .
3. CONTRACTOR shall provide assistance with oversight, education and coordination of services between clinical and information technology departments, including the Obstetrics and Maternity Care, Perioperative, Inpatient and Outpatient Quality, and Inpatient Hospital Medicine departments, and other departments as assigned by the CMIO and the Inpatient and Outpatient Quality Medical Director(s).
4. CONTRACTOR shall help develop an overall health informatics strategy for AGENCY that focuses on current and future trends of effective health care delivery.
5. CONTRACTOR shall actively participate in the Cerner Advisory Committee.
6. CONTRACTOR shall help oversee the implementation and continued use of the electronic health record and other clinical informatics systems, including analytics tools, to support quality and performance improvement initiatives.
7. CONTRACTOR shall work to improve clinician adoption, acceptance, and use of information technology while enhancing provider satisfaction with the clinical information system.
8. CONTRACTOR shall manage the expectations of clinical information system end-users.
9. CONTRACTOR shall assist with Meaningful Use, Physician Quality Reporting System (PQRS), Medicare Access and Children's Health Insurance Program Reauthorization Act (MACRA) and other regulatory compliance programs to ensure that AGENCY is collecting and validating data to meet program requirements ahead of deadlines.
10. CONTRACTOR shall develop collaborative relationships between clinical operations, clinical informatics systems, and quality departments to ensure routine and timely production of clinical metrics data to facilitate improvement efforts and as required by grants, and health plans.

II. SEXUAL ASSAULT NURSE EXAMINER PROGRAM SERVICES MEDICAL DIRECTOR:

1. CONTRACTOR shall be designated as Medical Director of Sexual Assault Nurse Examiner (SANE) Program Services. AGENCY reserves the right to remove and appoint the Medical Director of SANE Program Services at its discretion. The Medical Director of SANE Program Services shall have the following responsibilities under the direction of the Chief Medical Officers of HOSPITAL and AMBULATORY CARE:
 - a. Strategic Vision: CONTRACTOR shall establish the clinical vision and clinical strategic goals, both on a short and long term basis, of SANE Program medical services in line with the overall vision of AGENCY.
 - b. Quality and Safety:
 - i. CONTRACTOR shall work with the Chief Medical Officers of HOSPITAL and AMBULATORY CARE on measuring, assessing and improving quality and patient safety in collaboration with the Quality Department. Examples include helping to identify and carry out performance improvement, encourage best practices, support bundled care initiatives and development of clinical practice guidelines.
 - ii. CONTRACTOR shall coordinate with other HOSPITAL and AMBULATORY CARE departments regarding initiatives that are interdepartmental.
 - c. Resource Allocation and Oversight:
 - i. CONTRACTOR shall work with the Chief Medical Officers of HOSPITAL and AMBULATORY CARE on resource allocation within the SANE Program medical services 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.
2. Medical Director of SANE Program Services: CONTRACTOR shall have the following additional responsibilities:
 - a. Perform clinical duties up to ten (10) hours a week for forty-eight (48) weeks a year.
 - b. Regular contact with the SANE Program Nurse Coordinator related to: reviewing cases, protocol discussions, approving new medications, reviewing documents, reviewing schedules, and managing multidisciplinary interactions within the program.
 - c. Phone consultations with: District Attorney (DA), Human Services Agency (HSA) social workers and public health nurses, County Counsel, AGENCY, U.S. Navy, and various police departments regarding sexual abuse cases.

- d. Participate in regular meetings aimed at reviewing documentation and photos from recent and remote examinations.
- e. Participate either in person or via designee, in monthly peer review and quality assurance meetings / teleconferences and DA case review of prior months' cases.
- f. Participate in a quarterly meeting with SANE Program nurses to review existing and new policies and procedures, address questions about individual cases and preparations for court cases, and discuss and evaluate overall function of the SANE Program.
- g. Participate either in person or via designee, in quarterly MDIC Steering Committee meetings.

III. OBSTETRICS AND GYNOCLOGY ATTENDING PHYSICIAN SERVICES:

CONTRACTOR shall have the following duties and responsibilities under the direction of the Chief Medical Officers of the HOSPITAL and AMBULATORY CARE.

1. CONTRACTOR shall be designated as Attending Physician, Obstetrics and Gynecology Services.
2. CONTRACTOR shall provide outpatient obstetrics and gynecological clinic services at HOSPITAL's clinic site(s) as directed by HOSPITAL and AMBULATORY CARE Chief Medical Officers. Clinic half-days shall be defined as a minimum of four (4) hours of clinical patient care beginning at 8:00 a.m. to 12 p.m. or 1:00 p.m. to 5 p.m. Scheduling of clinics shall be mutually agreed by CONTRACTOR and the AMBULATORY CARE Chief Executive Officer and 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.
3. CONTRACTOR shall represent HOSPITAL within the medical community as Attending Physician, Obstetrics and Gynecology Services.

IV. GENERAL PROVISIONS:

1. CONTRACTOR shall communicate effectively, both orally and in writing, and work well with others to promote successful teamwork and cooperation.
2. CONTRACTOR shall maintain accurate weekly time logs of services rendered.
3. CONTRACTOR shall track and trend training and clinical needs based on research performed in the course of services being provided under this Agreement.
4. CONTRACTOR shall comply with the policies, rules and regulations of AGENCY subject to the state and federal laws covering the practice of medicine, and shall comply with all

applicable provisions of law relating to licensing and regulations of physicians and hospitals. CONTRACTOR shall comply with all the requirements of The Joint Commission, including but not limited to appropriate clinical practice as detailed in its Core Measures and Patient Safety Goals.

5. CONTRACTOR's time under this Agreement will be allocated in approximately the following manner:

	ACMIO Director	SANE Director	OBGYN Physician
Administrative Services	100%	100%	0%
Patient Services	0%	0%	100%
Research	0%	0%	0%
Teaching	0%	0%	0%
Total	100%	100%	100%

CONTRACTOR will maintain, report, and retain time records, in accordance with the requirements of federal and state laws, as specified by AGENCY. In particular, CONTRACTOR shall report on a monthly basis the specific hours of service provided to AGENCY. The allocation of CONTRACTOR's time may be modified at any time at the discretion of the AGENCY Director.

By this Agreement, AGENCY contracts for the services of the CONTRACTOR, as physician, and CONTRACTOR may not substitute service by another physician without approval of the Chief Medical Officer of HOSPITAL.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

CONTRACTOR shall be paid according to the following:

1. **ACMIO:** CONTRACTOR shall be paid [REDACTED] per hour for performance of the ACMIO responsibilities as described in Attachment I, section I. These services may be modified at any time by the parties based on HOSPITAL's business strategy and clinical needs of patients. CONTRACTOR will fulfill CONTRACTOR's responsibilities as directed by the CMIO, HOSPITAL and AMBULATORY CARE Chief Medical Officers, and HOSPITAL Chief Executive Officer. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include name and details of projects, date and number of hours, and other activity details, 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.

1. **ACMIO Educational Expenses:** CONTRACTOR shall receive reimbursement for off campus activities related to ACMIO services. These expenses shall include but are not limited to medical informatics conferences, advanced training in medical informatics and travel to and from meetings to participate in policy discussions. Reimbursement of said expenses shall be in accordance with COUNTY expense reimbursement policy and shall be approved in advance by the HOSPITAL Chief Executive Officer and/or HOSPITAL Chief Medical Officer. Details relevant to educational expenses shall be reviewed and approved by the HOSPITAL Chief Medical Director and HOSPITAL Chief Executive Officer, as they occur, and attached to the monthly invoice. The maximum compensation to be paid under this paragraph shall not exceed [REDACTED] per fiscal year.

2. **Medical Director of SANE Program:** CONTRACTOR shall be paid [REDACTED] per hour for services performed as Medical Director of SANE Program Services as described in Attachment I, section II. 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 AMBULATORY CARE Chief Medical Officer or AMBULATORY CARE Chief Executive Officer on a monthly basis and attached to the monthly invoice.

3. **Obstetrics and Gynecology Attending Physician Services:** CONTRACTOR shall be paid [REDACTED] per patient for performance of Attending Physician, Obstetrics and Gynecology responsibilities as described in Attachment I, section III. CONTRACTOR will fulfill responsibilities as directed by the HOSPITAL and AMBULATORY CARE Chief Medical Officers. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include name and details of projects, date and number of hours, and other activity details, as applicable. Details relevant to task performed shall be reviewed and approved by the AMBULATORY CARE Chief Medical Officer or AMBULATORYCARE Chief Executive Officer on a monthly basis and attached to the monthly invoice.

4. Reimbursable Expenses: CONTRACTOR shall be reimbursed up to [REDACTED] per month for health care premiums. CONTRACTOR is required to submit separate standalone invoices for reimbursement of health care premiums and proof of payment documentation for those health care premiums. Health care premiums must not be combined-billed with services rendered invoices.
5. The compensation specified above shall constitute the full and total compensation for all services, including, without limitation, administrative, teaching, research 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's Physician Contracting Services. 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.
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, 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 suspensions(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. AGENCY shall immediately notify CONTRACTOR of the results of any audit where CONTRACTOR has not met the requirements for the compensation. CONTRACTOR may, if possible and appropriate, provide additional documentation or information, which shall be received toward fulfilling any of such requirements.
9. 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.