

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

This Third Amendment to the “Agreement for Assistant Chief Medical Informatics Officer, Medical Director of Sexual assault Nurse Examiner (SANE) Program Services, SANE Program Nurse Coordinator, 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 January 1, 2023, as follows:

- A. The Agreement is renamed as “Agreement for Assistant Chief Medical Informatics Officer, Medical Director of Sexual assault Nurse Examiner (SANE) Program Services, and Attending Physician, Obstetrics and Gynecology Services.”
- B. Section First Services To Be Rendered, is deleted and replaced in its entirety as follows:

**FIRST
SERVICES TO BE RENDERED**

AGENCY, as owner and operator of a general hospital known as Ventura County Medical Center with a hospital campus in Santa Paula, hereinafter referred to as HOSPITAL, and its clinic system, hereinafter referred to as AMBULATORY CARE, hereby contracts for the professional services of CONTRACTOR. CONTRACTOR shall be designated as Assistant Chief Medical Informatics Officer (ACMIO), Medical Director of Sexual Assault Nurse Examiner (SANE) Program Services, and as an Attending Physician, Obstetrics and Gynecology Services, and shall provide professional services under the direction of the HOSPITAL and AMBULATORY CARE Medical Directors, the Chief Medical Informatics Officer (CMIO), the Inpatient and Outpatient Quality Medical Director(s), and the HOSPITAL and AMBULATORY CARE Chief Executive Officers, as applicable, and shall perform said work and functions at all times in strict accordance with currently approved methods and practices of CONTRACTOR’s professional specialty.

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

- C. Article Fourth, Obligation of Agency, is deleted and replaced in its entirety as follows:

FOURTH OBLIGATION OF AGENCY

For services rendered under this Agreement, AGENCY agrees:

1. Insurance - at its sole cost and expense, to maintain in full force the following types of insurance:
 - a. Cyber liability (security and privacy) coverage in the minimum amount of \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - b. Professional liability (malpractice) coverage which will cover CONTRACTOR and AGENCY while said physician is practicing under the supervision of the Medical Director of HOSPITAL, irrespective of the time at which such claim(s) may be filed or settled, and irrespective of the status of CONTRACTOR and AGENCY at said time.
 2. Space - to provide necessary space for the performance of CONTRACTOR's professional duties under this Agreement.
 3. Supplies - to provide reasonable and necessary supplies for the proper operation and conduct of services, and supply ordinary janitorial and in-house messenger service, and such utilities as may be required for the proper operation and conduct of CONTRACTOR's services.
 4. Support Services - to provide necessary support personnel required for the proper operation of medical services. AGENCY shall provide for accreditation surveys and quality control and survey programs.
 5. Billing for Services Rendered - to bill and collect for all medical services rendered by CONTRACTOR pursuant to the terms of this Agreement. CONTRACTOR shall not bill for such services.
- D. Article Fifth, Obligation of Contractor, Section 1, is deleted in its entirety and Sections 2-10 are renumbered as Sections 1-9. Article Fifth, Section 6, "Restrictions on Use or Disclosure of Protected Health Information," sub-section (b) is deleted and replaced in its as follows:
- 6 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 she 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 CONTRACTOR 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.

- E. Article Sixth, Termination, Section 1, subsection (h), is deleted and replaced in its entirety as follows:
 - 1. h. Upon AGENCY's determination of a material breach of Article 5, Section 6 of this Agreement by CONTRACTOR.
- F. Exhibit A is deleted in its entirety.
- G. Attachment I, Responsibilities of CONTRACTOR, is deleted and replaced in its entirety with the attached Attachment I.
- H. Attachment II, Compensation of CONTRACTOR, is deleted and replaced in its entirety with the attached Attachment II.

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

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

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

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

Dated: _____

By: _____
Aimee Brecht-Doscher, M.D., President

TIN# _____

Address: _____

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 Medical Directors, 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 Medical Directors. These services may be modified at any time by the parties based on HOSPITAL's business strategy and clinical needs of patients.
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 Medical Directors 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 Medical Directors 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 Medical Directors 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. SEXUAL ASSAULT NURSE EXAMINER PROGRAM NURSE EXAMINERS:

1. Effective July 1, 2022, through December 31, 2022, CONTRACTOR shall provide six (6) SANE Program Nurse Examiners who are board certified or board-eligible for SANE Adult/Adolescent (SANE-A) and Pediatric (SANE-P) certification. The SANE Program Nurse Examiners shall be registered nurses with advanced practice, completed specialized education, and clinical preparation in the medical forensic care of patients who have experienced sexual assault or abuse. Training shall include advanced physical assessment skills, such as emergency, critical care and maternal child health to meet the local community requirements as required for SANE practice.
2. The SANE Program Nurse Examiners shall have the following duties:
 - a. Phone consultations (as necessary) with: DA, HSA social workers and public health nurses, County Counsel, AGENCY, U.S. Navy, and various police departments regarding sexual abuse cases.
 - b. Discuss cases in regular meetings to ensure at proper documentation and photos from recent and remote examinations.
 - c. Coordinate and lead (with the Medical Director of SANE Program Services) monthly peer review and quality assurance teleconferences and participate in multidisciplinary case review of prior months' cases.
 - d. Participate in a quarterly meeting with the Medical Director of SANE Program Services to review existing and new policies and procedures, discuss issues about individual cases, review quality of photos and documentation, and prepare for court cases.
 - e. Assist as necessary in quarterly MDIC Steering Committee meetings.
 - f. Be available to perform forensic examination on victims of violence at AGENCY's locations in Ventura and Simi Valley for an average of twenty (20) exams per month (240 exams / fiscal year):
 - i. Ventura Family Justice Center, 3170 Loma Vista Road, Ventura, CA 93003;

- ii. Simi Valley East- 2639 Avenida Simi, Simi Valley, CA 93065.
 - iii. In the event a victim of violence is hospitalized and unable to physically present to one of the AGENCY's designated locations, the SANE may, at the request of law enforcement, perform forensic examinations at the hospital. Suspect exams to be performed at location specified by law enforcement agency.
- g. Provide after-hours call services Monday through Thursday from 5:00 PM to 5:00 AM the next day, and Friday/Saturday/Sunday for twenty-four (24) hours per day, for forty eight (48) weeks per fiscal year.
 - h. Be available, at the request of law enforcement, to perform forensic examination of persons suspected of violence.
 - i. Provide SANE Nurse Coordinator vacation call days for twelve (12) hours per day for four (4) weeks per fiscal year.
 - j. Upon request, provide education regarding SANE Program protocols and procedures to local law enforcement, local hospitals, HSA, and other agencies.
 - k. Attend forensic examinations with new SANE Program Nurse Examiners to provide training and instruction in examination of patients, documentation review, and other duties as requested by the Medical Director of SANE Program Services.

IV. OBSTETRICS AND GYNOCLOGY PHYSICIAN SERVICES: CONTRACTOR shall have the following duties and responsibilities under the direction of the Medical Directors 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). CONTRACTOR shall provide obstetrics and gynecology services for up to two hundred (200) patients per fiscal year. 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.

V. 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 Medical Director of HOSPITAL.

ATTACHMENT II

COMPENSATION OF CONTRACTOR

CONTRACTOR shall be paid according to the following:

1. ACMIO: CONTRACTOR shall be paid one hundred thirty-two dollars and fifty cents (\$132.50) per hour for performance of the ACMIO responsibilities as described in Attachment I, section I. CONTRACTOR will fulfill CONTRACTOR's responsibilities as directed by the CMIO, HOSPITAL and AMBULATORY CARE Medical Directors, and HOSPITAL Chief Executive Officer and will be available for no less than forty-six (46) weeks per year. 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 Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. CONTRACTOR will devote up to eighty (80) hours per month to the tasks outlined herein and in Attachment I. The maximum amount to be paid under this paragraph is one hundred twenty-seven thousand two hundred dollars (\$127,200) per fiscal year.
2. 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 policy and shall be approved by the HOSPITAL Chief Executive Officer and/or HOSPITAL Medical Director. The maximum to be paid under this paragraph shall not exceed one thousand five hundred dollars (\$1,500) per fiscal year.
3. Medical Director of SANE Program: CONTRACTOR shall be paid one hundred twenty-five dollars (\$125) per hour for services performed as Medical Director of SANE Program Services as described in Attachment I, section II. CONTRACTOR will devote up to ten (10) hours per week for forty-eight (48) weeks per year to the tasks outlined herein and in Attachment I. 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 Medical Director or AMBULATORY CARE Chief Executive Officer on a monthly basis and attached to the monthly invoice. Provision of fewer hours of service than described above may result in a proration in compensation. The maximum compensation to be paid under this paragraph shall not exceed sixty thousand dollars (\$60,000) per fiscal year.
4. SANE Program Nurse Examiners: For the period of July 1, 2022, through December 31, 2022, CONTRACTOR was paid in accordance with the tables below in subparagraphs a, b and c, for the performance of the SANE Program Nurse Examiner responsibilities as described in Attachment I, section III. CONTRACTOR will fulfill CONTRACTOR's responsibilities for no less than twenty-six (26) weeks per year. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include name of project, type of service,

date and number of hours, call schedules, and other activity details, as applicable. Details relevant to tasks performed shall be reviewed and approved by the AMBULATORY CARE Medical Director or AMBULATORY CARE Chief Executive Officer on a monthly basis and attached to the monthly invoice.

- a. SANE Program Nurse Examiner Services, effective July 1, 2022, through November 30, 2022:

Table 1: SANE Program Nurse Examiner Services 07.01.2022 -11.30.2022

SANE Nurses Exams	Cost per Exam	Average Exams per Month	Number of Months	Cost of Service per FY	Cost of Service based on Actual Payments Made 07.01.22-11.30.22
West County Exam	\$375	10	12	\$45,000	\$13,125
East County Exam	\$425	10	12	\$51,000	\$5,950
Total Compensation for Exams		20	12	\$96,000	\$19,075

- b. SANE Program Nurse Examiner Services, effective December 1, 2022, through December 31, 2022:

Table 2: SANE Program Nurse Examiner Services 12.01.2022 -12.31.22

SANE Nurses Exams	Cost per Exam	Average Exams per Month	Number of Months	Cost of Service/FY	Cost of Service based on Actual Payments Made 12.01.22-12.31.22
West County Exam	\$375	10	12	\$45,000	\$3,000
East County Exam	\$425	10	12	\$51,000	\$850
Training Exam (Effective 12/1/22)	\$500	10	12	\$60,000	\$500
Cancelled Exams after Examiner Arrives on Location of Exam (Effective 12/1/22)	\$100			\$1,200	\$0
Total Compensation for Exams		30	12	\$157,200	\$4,350

- i. One-time payment: CONTRACTOR was paid a one-time payment in the amount of four thousand dollars (\$4,000) as final and full compensation for all training exams performed for AGENCY prior to December 1, 2022.

The maximum amount paid under this sub-paragraph is twenty-seven thousand four hundred twenty-five dollars (\$27,425) for the period of July 1, 2022, through December 31, 2022.

- c. SANE Program Nurse Examiner on Call Services effective July 1, 2022, through November 30, 2022:

Table 3: SANE Program After Hours Call Services 07.01.2022 -11.30.2022

After Hours Call Services:	Hours per Day	Hours Per Week	Weeks Per FY	Cost per Hour	Cost of Service per Fiscal Year	07.01.22-11.30.22 Cost of Service based on Actual Payments Made
Monday - Thursday 5:00 PM to 5:00 AM	12 hrs	48	48	\$14	\$32,256	\$10,990
Friday, Saturday, Sunday	24 hrs	72	48	\$14	\$48,384	\$13,272
SANE Nurse Coordinator Vacation Call	24 hrs	168	4	\$14	\$9,408	\$1,421
Total After Hours Call Services			52		\$90,048	\$25,683

The maximum amount paid under this sub-paragraph for the period of July1, 2022 through November 30, 2022, is twenty-five thousand six hundred eighty-three dollars (\$25,683).

- d. SANE Program Nurse Examiner on Call Services effective December 1, 2022, through December 31, 2022:

Table 4: SANE Program After Hours Call Services 12.01.2022 -12.31.2022

After Hours Call Services:	Total Hours	Cost per Hour	Cost of Service per Fiscal Year	12.1.22-12.31.22 Cost of Service based on Actual Payments Made
Total After Hours Call Services to include Mon-Thurs 5 pm to 5 am, Fri-Sun 24 hours, and Supervisor Vacation Call	6564	\$14	\$91,896	\$4,760

The maximum amount paid under this sub-paragraph for After Hours Call Services for the period of December 1, 2022, through December 31, 2022, is four thousand seven hundred sixty dollars (\$4,760).

- e. Administrative Costs: Effective July 1, 2022, through December 31, 2022, CONTRACTOR paid four hundred sixty-five dollars and seventeen cents (\$465.17) per month for administrative costs associated with the operations of the SANE Program Nurse Examiners. The maximum amount to be paid under this sub-paragraph is two thousand seven hundred ninety-one dollars and two cents (\$2,791.02).

The maximum amount paid under this paragraph for the SANE Program Nurse Examiner services for the period of July 1, 2022, through December 31, 2022, is sixty thousand six hundred fifty-nine dollars and two cents (\$60,659.02).

5. Obstetrics and Gynecology Attending Physician Services: CONTRACTOR shall be paid sixty dollars (\$60) per patient for performance of Attending Physician, Obstetrics and Gynecology responsibilities as described in Attachment I, section IV. CONTRACTOR will fulfill CONTRACTOR's responsibilities as directed by the HOSPITAL and AMBULATORY CARE Medical Directors and will be available for up to two hundred (200) patients per fiscal year. 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 Medical Director or AMBULATORYCARE Chief Executive Officer on a monthly basis and attached to the monthly invoice. The maximum amount to be paid under this paragraph is twelve thousand dollars (\$12,000) per fiscal year.
6. Reimbursable Expenses: CONTRACTOR shall be reimbursed up to five hundred seventy-five dollars (\$575) 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. The maximum amount to be paid under this paragraph shall not exceed six thousand nine hundred dollars (\$6,900) per fiscal year.
7. 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.
8. 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.
9. 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 Medical Director of HOSPITAL. AGENCY shall pay no interest on any payment which has been withheld in this manner.

10. 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.
11. 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.
12. The maximum amount to be paid under this Agreement for the period of July 1, 2022, through June 30, 2023, shall be decreased by one hundred forty-three thousand one hundred eighty six dollars and ninety eight cents (\$143,186.98) for a new maximum amount of two hundred sixty-eight thousand two hundred fifty nine dollars and two cents (\$268,259.02).
13. The maximum amount to be paid under this Agreement for the period of July 1, 2023, through June 30, 2024, and any fiscal year thereafter is two hundred seven thousand six hundred dollars (\$207,600).