

**FIRST AMENDMENT TO AGREEMENT FOR  
CLINICAL DOCUMENTATION INTEGRITY PHYSICIAN CHAMPION  
AND  
UTILIZATION REVIEW/CASE MANAGEMENT PHYSICIAN REVIEWER**

This First Amendment to the “Agreement for Clinical Documentation Integrity Physician Champion and Utilization Review/Case Management Physician Reviewer” effective January 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 Catherine Sanders M.D., a duly licensed physician or duly formed California Professional Corporation (“CONTRACTOR”).

**Agreement**

The parties hereby agree that the referenced Agreement is amended effective June 4, 2024, as follows:

- A. The Agreement, subject to all necessary budgetary approvals by the Ventura County Board of Supervisors, shall be extended through June 30, 2025. Then, unless either party gives notice of its intent not to renew at least ninety (90) days prior to the renewal date, and subject to the receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, the Agreement may then be extended for two (2) additional period of one (1) year each.
- B. Attachment I shall be replaced in its entirety with the attached Attachment I.
- C. Attachment II shall be replaced in its entirety with the attached Attachment II.

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

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

CONTRACTOR:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Catherine Sanders, M.D.

AGENCY:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
HCA AGENCY DIRECTOR  
or DESIGNEE

**ATTACHMENT I**  
**RESPONSIBILITY OF CONTRACTOR**

It is mutually agreed that CONTRACTOR shall have the following responsibilities under the direction of the HOSPITAL Chief Executive Officer, HOSPITAL Chief Medical Officer, and Medical Director of Utilization Review.

1. CONTRACTOR shall serve as the Physician Champion, Clinical Documentation Integrity.
2. CONTRACTOR shall serve as Physician Reviewer, Utilization Review / Case Management.
3. Strategic Vision: CONTRACTOR shall establish the vision and strategic goals of Utilization Review / Case Management, both on a short and long term basis in line with overall vision of AGENCY.
4. Duties as Physician Champion, Clinical Documentation Integrity:
  - a. CONTRACTOR shall provide technical and logistical support to HOSPITAL departments as they collect and analyze clinical documentation, identify areas for improvement and design and implement performance improvement initiatives.
  - b. CONTRACTOR shall attend Utilization Review Department meetings along with clinical documentation integrity meetings and inform staff of performance measures, performance improvement initiatives, and achieved performance improvements and provide technical and material support to clinicians for clinical documentation performance improvement throughout HOSPITAL.
  - c. CONTRACTOR shall report on a regular basis on utilization review and integrity of the clinical documentation, including an assessment of performance deficits and areas for improvement, active performance improvement initiatives and improvement successes achieved.
5. Duties as Physician Reviewer, Utilization Review / Case Management:
  - a. CONTRACTOR shall perform clinical review of external authorization requests and internal utilization review requests of the Pre-admitting Department as assigned by the Medical Director, Utilization Review / Case Management.
  - b. CONTRACTOR shall participate in weekly multi-disciplinary review of hospitalized patients as necessary and shall chair the meeting in the absence of the Medical Director, Utilization Review / Case Management.
  - c. CONTRACTOR shall assist the Medical Director, Utilization Review / Case Management in quarterly utilization review / case management committee meetings.
  - d. CONTRACTOR shall assist the Medical Director, Utilization Review / Case Management in MEC and Medical Staff meetings/committees.
  - e. CONTRACTOR shall assist the Medical Director, Utilization Review / Case Management in

- coordination of the following:
- i. Review inpatient criteria for admission for hospitalized patients.
  - ii. Manage secondary case reviews as needed.
  - iii. Education of providers on relevant changes in policies pertaining to utilization review /case management.
- f. CONTRACTOR shall assist the Medical Director, Utilization Review / Case Management to coordinate with the Patient Billing Department on denials and appeals for HOSPITAL services from Gold Coast Health Care Plan, RAC audit, Medi-Cal and private insurance.
  - g. CONTRACTOR shall assist the Medical Director, Utilization Review / Case Management to coordinate with the bed control nurses and discharge planning nurses for:
    - i. Facilitation of communication and problem solving throughout HOSPITAL during periods of high patient census.
    - ii. Assistance with difficult external urgent transfers of patients to outside facilities as needed by discharge planning nurses.
6. 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.
  7. It shall be the responsibility of CONTRACTOR to assure her appropriate membership on the Medical Staff of HOSPITAL, and her proper credentialing.
  8. CONTRACTOR's time will be allocated in approximately the following manner:

Administrative Services	100%
Patient Services	0%
Research	0%
Teaching	<u>0%</u>
Total	100%

CONTRACTOR will maintain, report and retain time records, in accordance with the requirements of federal and state laws, as specified by AGENCY. AGENCY may amend the allocation of CONTRACTOR's time with written notice by the AGENCY Director.

By this Agreement, AGENCY contracts for the services of Catherine Sanders, M.D., as physician, and CONTRACTOR may not substitute service by another physician without written approval of the AGENCY Director.

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

CONTRACTOR shall be paid according to the following:

1. CONTRACTOR shall be paid one hundred twenty-five dollars (\$125) per hour for performance of the responsibilities set forth 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. Details relevant to task performed shall be reviewed and approved by the HOSPITAL Chief Executive Officer or HOSPITAL Chief Medical Officer on a monthly basis and attached to the monthly invoice.
2. 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.
3. 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, detailed 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.
4. 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 HOSPITAL Chief Executive Officer or HOSPITAL Chief Medical Officer. AGENCY shall pay no interest on any payment which has been withheld in this manner.
5. 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.
6. 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.