

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:

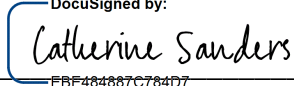
- A. The Agreement, subject to all necessary budgetary approvals by the Ventura County Board of Supervisors, shall be extended through June 30, 2025. Then, unless either party gives notice of its intent not to renew at least ninety (90) days prior to the renewal date, and subject to the receipt of all 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:

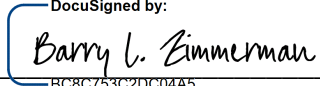
CONTRACTOR:

Dated: 5/30/2024

By: 
Catherine Sanders, M.D.

AGENCY:

Dated: 5/30/2024

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.

Certificate Of Completion

Envelope Id: AFBA22487FA54CB08F1993A5D265019F		Status: Completed
Subject: Complete with DocuSign: SANDERS, CATHERINE MD 2024-06-04 AMD 1		
Type of document:		
Type of Invoice:		
Source Envelope:		
Document Pages: 4	Signatures: 2	Envelope Originator:
Certificate Pages: 5	Initials: 0	Bethany Basal
AutoNav: Enabled		800 S. Victoria Avenue
Envelopeld Stamping: Enabled		#L4615
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Ventura, CA 93009
		Bethany.Basal@ventura.org
		IP Address: 157.145.220.3

Record Tracking

Status: Original	Holder: Bethany Basal	Location: DocuSign
5/29/2024 3:09:25 PM	Bethany.Basal@ventura.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO County of Ventura	Location: DocuSign

Signer Events	Signature	Timestamp
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Catherine Sanders	<div>DocuSigned by:</div> <div>Catherine Sanders</div> <div>EBE484887C784D7...</div>	Sent: 5/29/2024 3:16:37 PM
catherine.sanders@ventura.org		Viewed: 5/29/2024 11:35:30 PM
UM Physician Advisor		Signed: 5/30/2024 3:11:32 PM
County of Ventura - Health Care Agency	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 107.142.142.189	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Barry L. Zimmerman	<div>DocuSigned by:</div> <div>Barry L. Zimmerman</div> <div>BC8C753C2DC04A5...</div>	Sent: 5/30/2024 3:11:33 PM
Barry.Zimmerman@ventura.org		Viewed: 5/30/2024 4:27:23 PM
Director		Signed: 5/30/2024 4:27:37 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 157.145.220.3	

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Candace McDonald	<div>COPIED</div>	Sent: 5/30/2024 4:27:38 PM
candace.mcdonald@ventura.org		
Security Level: Email, Account Authentication (None)		

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Cecilia Castanon cecilia.castanon@ventura.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/30/2024 4:27:38 PM
Daniela Pickens Daniela.Pickens@ventura.org Administration HCA Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/30/2024 4:27:38 PM
VCMC Accounts Payable vcmc.accountspayable@ventura.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/30/2024 4:27:38 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/30/2024 4:27:23 PM
Signing Complete	Security Checked	5/30/2024 4:27:37 PM
Completed	Security Checked	5/30/2024 4:27:38 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of Ventura (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO County of Ventura:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Catherine.Bek@ventura.org

To advise Carahsoft OBO County of Ventura of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Catherine.Bek@ventura.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO County of Ventura

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Catherine.Bek@ventura.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO County of Ventura

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to Catherine.Bek@ventura.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO County of Ventura as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO County of Ventura during the course of your relationship with Carahsoft OBO County of Ventura.