

**FIRST AMENDMENT TO AGREEMENT FOR MEDICAL DIRECTOR,  
PROFESSIONAL AND COMMUNITY EDUCATION AND OUTREACH AND  
MEDICAL DIRECTOR, UTILIZATION REVIEW AND CASE MANAGEMENT**

This First Amendment to the Agreement for Medical Director, Professional and Community Education and Outreach and Medical Director, Utilization Review and Case Management effective July 1, 2022 (“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 Cheryl Lambing, 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 July 1, 2022, as follows:

- A. Attachment I, Responsibilities of CONTRACTOR, shall be replaced in its entirety with the 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 First Amendment on the dates written below:

CONTRACTOR:

Dated: 7/20/2022

By:   
Cheryl Lambing, M.D.

CONTRACTOR'S ADDRESS:

P.O. Box 6010

Ventura CA 93003

Tax ID # 557-53-0025

AGENCY:

Dated: 8/21/2022

By:   
PURCHASING AGENT OR DESIGNEE

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

It is mutually agreed that CONTRACTOR shall have the following responsibilities under the direction of the AGENCY Director and HOSPITAL and AMBULATORY CARE Chief Medical Directors and Chief Executive Officers.

1. CONTRACTOR shall be designated as Medical Director, Professional and Community Education and Outreach and Medical Director, Utilization Review and Case Management.
2. Strategic Vision: CONTRACTOR shall establish the vision and strategic goals, both on a short- and long-term basis of DEPARTMENT 1 and DEPARTMENT 2 in line with the overall vision of AGENCY.
3. Quality and Safety:
  - a. CONTRACTOR shall work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Directors on measuring, assessing and improving quality and patient safety in collaboration with DEPARTMENT 1 and DEPARTMENT 2. Examples include helping to identify and carry out performance improvement, encourage best practices, support bundled care initiatives and development of clinical practice guidelines.
  - b. CONTRACTOR shall coordinate with other HOSPITAL departments regarding initiatives that are interdepartmental (SSI collaborative, throughput initiative).
4. Resource Allocation and Oversight:
  - a. CONTRACTOR shall work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Directors on resource allocation including staffing, space, capital equipment investment, supplies, medications and other resources to meet patient needs.
  - b. CONTRACTOR shall respond to resource shortages to ensure safe and effective care for all patients.
5. Clinical Duties as Medical Director, Professional and Community Education and Outreach:
  - a. CONTRACTOR shall perform the following duties an average of sixty (60) hours per month, forty-six (46) weeks per year.
  - b. CONTRACTOR shall provide liaison services to medically oriented community-based organizations.
  - c. CONTRACTOR shall organize mutually agreed upon medical conferences on behalf of AGENCY.

- d. CONTRACTOR shall assess and develop plans for community outreach through medical education.
  - e. CONTRACTOR shall assist AGENCY in developing public education programs using print and audiovisual media.
  - f. CONTRACTOR shall provide professional oversight of the HOSPITAL Physicians Speaker Bureau.
  - g. CONTRACTOR shall assist AGENCY in informing the community of new medical services and resources.
  - h. CONTRACTOR shall provide medical support to the AGENCY Public Information Officer.
6. Clinical Duties as Medical Director, Utilization Review and Case Management:
- a. CONTRACTOR shall perform the following duties an average of eighteen (18) hours per week up to eight hundred and forty-three (843) hours per fiscal year, for forty-six (46) weeks per year.
  - b. CONTRACTOR shall coordinate with the Pre-admitting Department on external authorization requests and internal utilization review requests.
  - c. CONTRACTOR shall review and respond to Medicare audits, utilization review and case management reviews, secondary reviews, code 44 reviews, and shall assist in revenue cycle interventions.
  - d. CONTRACTOR shall attend and participate in weekly multi-disciplinary review of hospitalized patients as necessary.
  - e. CONTRACTOR shall be the chairperson at quarterly utilization review and case management committee meetings.
  - f. CONTRACTOR shall participate in MEC and Medical Staff meetings/committees as Medical Director, Utilization Review and Case Management.
  - g. CONTRACTOR shall coordinate with DEPARTMENT 2 on:
    - i. Inpatient criteria for admission for hospitalized patients.
    - ii. Secondary case reviews as needed.
    - iii. Education of providers on relevant changes in policies pertaining to utilization management.
  - h. CONTRACTOR shall coordinate with the Patient Billing Department on denials and appeals for HOSPITAL services from Gold Coast Health Plan, Recovery Audit Contractor (RAC) audit, Medi-Cal and private insurance.

- i. CONTRACTOR shall 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.
7. CONTRACTOR shall comply with the policies, rules and regulations of AGENCY subject to the state and federal laws covering the practice of medicine. All applicable provisions of law relating to licensing and regulations of physicians and hospitals shall be complied with.
8. CONTRACTOR's time under this Agreement 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. In particular, CONTRACTOR shall report on a monthly basis the specific hours of service provided to AGENCY for a selected period during that month.

9. CONTRACTOR agrees to treat patients without regard to the patient's race, ethnicity, religion, national origin, citizenship, age, sex, preexisting medical condition, status, or ability to pay for medical services, except to the extent that a circumstance such as age, sex, 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 Cheryl Lambing, M.D., as physician, and CONTRACTOR may not substitute service by another physician without written approval of the HOSPITAL and AMBULATORY CARE Chief Medical Directors.

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

CONTRACTOR shall be paid according to the following:

1. Medical Director, Professional and Community Education and Outreach Base Fee: CONTRACTOR shall be paid a fee of seven thousand eight hundred and seventy-seven dollars (\$7,877) per month for the duties of Medical Director, Professional and Community Education and Outreach. CONTRACTOR will fulfill the duties outlined in Attachment I for an average of sixty (60) hours per month for forty-six (46) weeks per year. Provision of fewer services will result in a proportionate reduction in the base fee. The maximum amount to be paid under this paragraph is ninety-four thousand five hundred twenty-four dollars (\$94,524) per fiscal year.
2. Medical Director, Utilization Review and Case Management Fee: CONTRACTOR shall be paid a fee of one hundred twenty-five dollars (\$125) per hour for the duties of Medical Director, Utilization Review and Case Management. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, chart reviews, education and training. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Executive Officer or Medical Director on a monthly basis and attached to the monthly invoice. CONTRACTOR will devote an average of eighteen (18) hours per week for forty-six (46) weeks per year, up to a maximum of eight hundred forty-three (843) hours per fiscal year, to the tasks outlined in Attachment I. The maximum amount to be paid under this paragraph is one hundred five thousand three hundred seventy-five dollars (\$105,375) per fiscal year.
3. 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.
4. To receive payments, CONTRACTOR must submit an invoice, within thirty (30) days of the end of the month of provision of service, to AGENCY. 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.
5. If CONTRACTOR is under either administrative or summary 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 may be prorated or withheld entirely until the respective performance issue is resolved, or payment is authorized by the Chief Executive Officer or Medical Director of HOSPITAL. The AGENCY shall pay no interest on any payment which has been withheld in this manner.

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.
7. The maximum amount ("MAXIMUM FEE") to be paid under this Agreement shall not exceed one hundred ninety-nine thousand eight hundred ninety-nine dollars (\$199,899) per fiscal year.

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Daniela Pickens

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Cheryl Lambing, MD.

cheryl.lambing@ventura.org

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Bettina Vicencio

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Principal Buyer

County of Ventura

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Witness Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/20/2022 8:20:38 AM
Certified Delivered	Security Checked	8/21/2022 12:55:49 PM
Signing Complete	Security Checked	8/21/2022 12:55:57 PM
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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 phone call: 805-677-5249

To contact us by email send messages to: [maricela.carbajal@ventura.org](mailto:maricela.carbajal@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 [maricela.carbajal@ventura.org](mailto:maricela.carbajal@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.

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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 [maricela.carbajal@ventura.org](mailto:maricela.carbajal@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.

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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 [maricela.carbajal@ventura.org](mailto:maricela.carbajal@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..

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- You can access and read this Electronic Record and Signature Disclosure; and
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- 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.