

**FIRST AMENDMENT TO AGREEMENT FOR
MEDICAL DIRECTOR, UROLOGY SERVICES**

This First Amendment to the “Agreement for Medical Director, Urology Services” effective July 1, 2023 (“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 Ryan Bowman, M.D., Inc., a duly licensed physician or duly formed California Professional Corporation (“CONTRACTOR”).

Agreement

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

- A. Attachment I shall be replaced in its entirety with the attached Attachment I.
- B. 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:

Date: _____

By: _____
Ryan James Bowman, M.D., President
On Behalf of Ryan Bowman, M.D. Inc.

AGENCY:

Dated: _____

By: _____
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 Chief Medical Officers of HOSPITAL and AMBULATORY CARE.

1. AGENCY shall appoint CONTRACTOR as Medical Director, Urology Services. AGENCY reserves the right to remove and appoint the Medical Director, Urology Services, at its discretion.
2. CONTRACTOR as the Medical Director, Urology Services shall have, among other duties as shall be mutually agreed, the following responsibilities:
 - a. Strategic Vision: Establish the vision and strategic goals, both on a short and long term basis of the DEPARTMENT in line with the overall vision of AGENCY.
 - b. Quality and Safety:
 - i) Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Chief Medical Officers on measuring, assessing and improving quality and patient safety in collaboration with the Inpatient and Outpatient Quality Departments, including helping to identify and carry out performance improvement, encouraging best practices, supporting bundled care initiatives and developing clinical practice guidelines.
 - ii) Coordinate with other HOSPITAL departments regarding initiatives that are interdepartmental (SSI collaborative, throughput initiative).
 - c. Resource Allocation and Oversight:
 - i) Work with the HOSPITAL and AMBULATORY CARE Chief Executive Officers and Medical Officers on resource allocation including staffing, space, capital equipment investment, supplies, medications and other resources to meet patient needs.
 - ii) Respond to resource shortages to ensure safe and effective care for all patients.
 - d. Scheduling and oversight of all physician and nurse practitioners or physician assistants in the DEPARTMENT.
 - e. Coordination and integration of the DEPARTMENT with all other departments of HOSPITAL.
 - f. Serve as chair of the Urology Services Committee of HOSPITAL.
 - g. Recommending to HOSPITAL such equipment, space, supply, and personnel requirements as shall be necessary for the proper function of the DEPARTMENT.
 - h. Assistance in formulation of recommendations for the outpatient treatment of patients of

HOSPITAL so as to maximize the efficiencies of DEPARTMENT operation and utilization.

- i. Coordination and integration of interdepartmental and intradepartmental services.
 - j. Development and implementation of policies and procedures to guide and support the provision of services.
 - k. Recommending a sufficient number of qualified and competent persons to provide care and service, and determination of the qualifications and competence of such persons.
 - l. Continuous assessment and improvement of the quality of care and services provided, along with the maintenance of such quality control programs as are appropriate.
 - m. Orientation and continuing education of all persons in the DEPARTMENT, as is appropriate.
3. Clinical Services: CONTRACTOR shall be responsible for the management and professional supervision of the DEPARTMENT. This includes, but is not limited to, the following responsibilities:
- a. To assure that adequate and appropriate physician coverage for all urology services is available, 365 days per year, 24 hours per day, 7 days per week, through a system of primary and secondary call with a response time of no more than thirty (30) minutes. CONTRACTOR shall perform a minimum of one in four (1:4) call services, for ninety-two (92) total days including sixty three (63) weekdays and twenty nine (29) weekend days per fiscal year. Such services shall include, but not be limited to:
 - i. Inpatient urology services, including consultation and treatment, as requested.
 - ii. Outpatient urology clinic coverage at HOSPITAL's clinic site(s). Clinic coverage shall include, at a minimum, five (5) to six (6) half-day clinics per week. The clinic schedule shall be mutually agreed by CONTRACTOR and the AMBULATORY CARE Chief Medical Officer. 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. The clinics shall provide a monthly average minimum of ten (10) patient visits per half-day clinic. Provision of clinics for fewer hours than stated above shall result in a reduction in compensation as provided in Attachment II, Compensation of Contractor.
 - iii. Management and oversight of urgent pediatric urology cases.
 - iv. Emergency lithotripsy services at Santa Paula Hospital.
 - v. All urgent surgery services including, at a minimum, one (1) block of surgical services per week at HOSPITAL. In instances where surgical block is zero for any given week, then additional two (2) half day clinic services shall replace the one (1)

block of surgical services.

- vi. Emergency room urology coverage and consultation.
 - vii. Consulting emergency urology services for physician staff and resident staff.
 - viii. Teaching of urology services to physicians and resident staff
 - ix. Participation in both formal as well as informal urology education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
- b. To develop and maintain written policies and procedural guidelines applicable to the DEPARTMENT which are in accord with current requirements and recommendations of the State of California and the Joint Commission, and to assure that the DEPARTMENT functions in conformance with the written policies and procedures.
 - c. To help develop, update and maintain HOSPITAL's Family Medicine Residency Program curriculum for teaching urology practice and procedures to the resident physician staff in preparation for their practice as family physicians, and to assure that residents are appropriately supervised during their provision of all urology services and that curriculum objectives are fulfilled.
 - d. To assist in the development of educational programs for other allied health professional personnel such as nurse practitioners, nurses, and technicians.
 - e. To represent HOSPITAL within the medical community as Medical Director, Urology Services.
 - f. To monitor and evaluate the quality and appropriateness of patient care provided by the DEPARTMENT, in accordance with the Quality Assurance and Utilization Review plans of HOSPITAL.
 - g. To assure that effective peer review of urology services is being conducted according to Medical Staff guidelines.
 - h. To assist in the financial review and the performance review of the DEPARTMENT, its associated clinics, and the provision of urology services at HOSPITAL.
- 4. CONTRACTOR shall cooperate with and assist other members of the Medical Staff of HOSPITAL in preparation of clinical reports for publication and CONTRACTOR will use his best efforts to enhance the reputation of the Medical Staff in the field of unusual or interesting studies made on their service.
 - 5. 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.

6. CONTRACTOR's time will be allocated in approximately the following manner:

Hospital Services	10%
Patient Services	85%
Research	0%
Teaching	5%

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 one (1) week period during that month. The allocation of CONTRACTOR's time may be modified at any time at the discretion of the Chief HOSPITAL Medical Officer.

7. CONTRACTOR agrees to treat patients without regard to patients' 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 CONTRACTOR, as a physician, and CONTRACTOR may not substitute service by another physician without written approval of the Chief Medical Officer of HOSPITAL.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

1. Base Fee: CONTRACTOR shall be paid the sum of twenty-nine thousand eight hundred thirty-three dollars and thirty-three cents (\$29,833.33) per month. Provision of fewer clinic services as outlined in Attachment I shall result in a reduction in compensation of one hundred fifty dollars (\$150) per hour for patient contact of less than four (4) hours per clinic. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include a work log, schedule of days worked, or patients seen, as applicable. Details relevant to tasks 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. Medical Director, Urology Services: CONTRACTOR shall be paid the sum of two thousand dollars (\$2,000) per month for Medical Director, Urology Services duties. 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 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.
3. Call Services: CONTRACTOR shall be paid for call based on the following table below:

Urology Call Coverage			
Day	Call Coverage Description	Total Days Per FY	Compensation Per Day
Weekday	Mon-Fri, 5:00 PM-7:00 AM	251	\$700
Weekend/ Holidays	Sat - Mon, 7:00 AM to 7:00 AM; Holidays 24 hrs.	114	\$1,500

- a. CONTRACTOR shall provide a minimum of one in four (1:4) call days, for ninety-two (92) total days including sixty-three (63) weekdays and twenty-nine (29) weekend days per fiscal year.
- b. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include a work log, schedule of days worked, or patients seen, as applicable. CONTRACTOR shall attach a monthly schedule of the call days worked to the monthly invoice. Details relevant to tasks 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.

4. Reimbursable Expenses: CONTRACTOR shall be reimbursed up to one thousand dollars (\$1,000) 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 twelve thousand dollars (\$12,000) per fiscal year.
5. Productivity: CONTRACTOR shall have the ability to earn compensation based on Work Relative Value Units ("Work RVUs"). Work RVUs are mutually agreed to be those Work RVUs defined by Centers for Medicare and Medicaid Services (CMS), Area 17, and published in the Federal Register, for work performed by the physician, exclusive of advanced practice providers and using Current Procedural Terminology (CPT) code modifiers as appropriate. Work RVUs used in this calculation shall be updated and become effective once the data is issued by Medicare and AGENCY's reporting systems are updated.

CONTRACTOR shall receive additional compensation, calculated and paid quarterly, for clinical services delivered by CONTRACTOR. Work RVUs produced by CONTRACTOR under this Agreement shall be paid based on the following:

The following table reflects the baseline Work RVUs:

	Baseline Work RVU	Dollar per Work RVU
FY 2023-2024 and Any Fiscal Year Thereafter	Above 875 WRVUs	\$25

Work RVUs shall be paid at a rate of twenty-five dollars (\$25) per work RVU in excess of the baseline Work RVU amount. Calculation of total Work RVUs shall take place within thirty (30) days following the end of the quarter.

Reports of Work RVU performance will be produced centrally as defined by AGENCY and will be distributed to CONTRACTOR. In the event that said Work RVU reports are not available in a timely manner and through no fault of CONTRACTOR, CONTRACTOR shall receive an estimated payment based on the prior quarter. Said payment shall be adjusted upon receipt of Work RVU data and payment adjustment, whether up or down, shall be made as soon as the data is available. Any repayment due to AGENCY shall be made within thirty (30) days of reconciliation of actual data. Work RVUs for work performed for additional compensation within AGENCY under separate/secondary contract(s) shall be deducted from the Work RVU totals prior to calculation of the Work RVU to be paid under this Agreement. CONTRACTOR shall communicate, in writing, the terms of all such secondary contracts to AGENCY for this purpose.

6. 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.

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 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 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. The AGENCY shall pay no interest on any payment which has been withheld in this manner.
8. The compensation specified above shall constitute the full and total compensation from AGENCY for all services, including, without limitation, administrative, teaching, research, if required under this Agreement, and professional, to be rendered by CONTRACTOR pursuant to this Agreement. Inpatient attending rounds compensation is considered to be included within the compensation for surgical services.
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.