

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

This First Amendment to the “Agreement for Medical Director, Robotic Urology Surgery Services” effective January 1, 2024 (“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 Christopher Dru M.D., Inc., a duly formed California Professional Corporation (“CONTRACTOR”).

Agreement

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

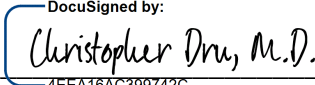
- A. Attachment I shall be replaced in its entirety with the attached Attachment I.
- B. Attachment II shall be replaced in its entirety with the attached Attachment II.

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:

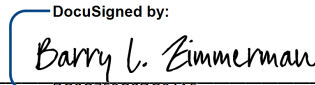
CONTRACTOR: Christopher Dru M.D., Inc.

Date: 5/29/2024

By: 
Christopher Dru, M.D. - CEO

AGENCY:

Dated: 5/29/2024

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 HOSPITAL Chief Medical Officer and HOSPITAL Chief Executive Officer.

1. AGENCY shall appoint CONTRACTOR as Medical Director, Robotic Urology Surgery Services. AGENCY reserves the right to remove and appoint the Medical Director, Robotic Urology Surgery Services, at its discretion.
2. CONTRACTOR as the Medical Director, Robotic Urology Surgery 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 Chief Executive Officer and Chief Medical Officer 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 Chief Executive Officer and Chief Medical Officer 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. To represent HOSPITAL within the medical community as Medical Director, Robotic Urology Surgery Services.
 - e. Coordination and integration of the DEPARTMENT with all other departments of HOSPITAL.
 - f. Work in collaboration with Medical Director, Robotic Surgery Services to enhance the robotic urology surgery program by analyzing patient outcomes, case volumes, instrument optimization, and cost analysis data.
 - g. Provide recommendations to the Surgery Committee and medical leadership based on data analysis and expertise in the field.

3. Clinical Services CONTRACTOR shall participate in the management and professional supervision of the urology robotic program at HOSPITAL and shall have the following responsibilities:
 - a. Call: Collaborate with the DEPARTMENT Director and other urology attending physicians to provide adequate and appropriate physician coverage for all urology services 24 hours per day, 7 days per week, 365/366 days a year, through a system of primary and secondary call with a response time of no more than thirty (30) minutes. 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. Inpatient urology services: Coverage of inpatient urology surgery services including consultation and treatment, as requested.
 - c. Outpatient adult and pediatric 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, for forty-six (46) weeks per fiscal year. 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. Provision of clinics for fewer hours than stated above shall result in a reduction of compensation as provided in Attachment II, Compensation of Contractor. The clinics shall provide a monthly average of ten (10) patient visits per half-day clinic.
 - d. Surgery: All urology 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.
 - d. Emergency room urology coverage and consultation.
 - e. Consulting urology services for physician staff and resident staff.
 - f. Teaching of urology services to physicians and resident staff.
 - g. Participation in both formal as well as informal urology education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
 - h. To assist in the development of and follow 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.
 - i. To assist in the development of, update and maintain HOSPITAL's Family Medicine Residency Program curriculum for teaching of 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.

- j. To assist in the development of educational programs for other allied health professional personnel such as nurse practitioners, nurses, and technicians.
 - k. To represent HOSPITAL within the medical community as Medical Director, Robotic Urology Surgery Services.
 - l. To provide appropriate patient care in accordance with the Quality Assurance and Utilization Review plans of HOSPITAL.
 - m. To assure that effective peer review of urology services is being conducted according to Medical Staff guidelines.
 - n. To assist in cost savings strategies while maintaining high performance in 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	5%
Patient Services	90%
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 Director.

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 seven hundred fifty dollars (\$29,750) per month. Provision of fewer services as outlined in Attachment I, paragraph 3, shall result in a reduction in compensation of one hundred fifty dollars (\$150) per hour, including 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, Robotic Urology Surgery Services:** CONTRACTOR shall be paid the sum of one thousand dollars (\$1,000) per month for Medical Director, Robotic Urology Surgery Services as outlined in Attachment I, paragraph 2. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, chart 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.
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 and maximum 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 a payment of fifteen thousand six hundred twenty-five dollars (\$15,625). 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 the 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.

Certificate Of Completion

Envelope Id: 5A71EA09814043B98DA7492AD8E3A9DD

Status: Completed

Subject: Complete with DocuSign: Dru, Christopher MD 2024-06-04 AMD 1

Type of document:

Type of Invoice:

Source Envelope:

Document Pages: 8

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bethany Basal

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800 S. Victoria Avenue

Envelopeld Stamping: Enabled

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Ventura, CA 93009

Bethany.Basal@ventura.org

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Signer Events

Christopher Dru, M.D.

Signature

Timestamp

Christopher.Dru@ventura.org

DocuSigned by:

Christopher Dru, M.D.

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Signature Adoption: Pre-selected Style

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Signed using mobile

Electronic Record and Signature Disclosure:

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Barry L. Zimmerman

Signature

Timestamp

Barry.Zimmerman@ventura.org

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Barry L. Zimmerman

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Director

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In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Carbon Copy Events	Status	Timestamp
Candace McDonald candace.mcdonald@ventura.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/29/2024 11:50:41 AM
Cecilia Castanon cecilia.castanon@ventura.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/29/2024 11:50:41 AM
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: 5/29/2024 11:50:41 AM
VCMC Accounts Payable vcmc.accountspayable@ventura.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/29/2024 11:50:41 AM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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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.

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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.