

**SIXTH AMENDMENT TO MANAGEMENT  
SERVICES AGREEMENT WITH ANACAPA  
SURGICAL GROUP, INC. FOR THE  
OPERATION OF ANACAPA CLINIC**

This Sixth Amendment to the Management Services Agreement with Anacapa Surgical Group, Inc. ("AGREEMENT") effective on January 1, 2022, is entered into by and between the County of Ventura ("AGENCY"), and Anacapa Surgical Group, Inc. ("CONTRACTOR").

**Agreement**

The parties agree that the AGREEMENT is amended effective July 1, 2024, as follows:

1. Replace Exhibit B in its entirety with the attached Exhibit B.
2. All other terms and conditions remain unchanged.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment as of the day and year indicated below:

ANACAPA SURGICAL GROUP, INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas K. Duncan, D.O.  
President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Barry Sanchez, M.D.  
Vice President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Javier Romero, M.D.  
Secretary

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jeremy Schweitzer, M.D.  
Treasurer

COUNTY OF VENTURA

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Barry L. Zimmerman  
Director, Ventura County Health Care Agency

**EXHIBIT B**  
**COMPENSATION OF CONTRACTOR**

1. Effective January 1, 2023, AGENCY shall pay CONTRACTOR for its services provided under this Agreement at a monthly rate of [REDACTED]. The following is a breakdown of the monthly compensation:
  - a. Management Services: In recognition of CONTRACTOR's support staff obligations and operating expenses that are incurred by CONTRACTOR during the term of the Agreement for the operation and benefit of ANACAPA CLINIC, AGENCY will pay CONTRACTOR [REDACTED];
  - b. Physician Professional Services: AGENCY will pay CONTRACTOR [REDACTED] per FTE physician. AGENCY and CONTRACTOR anticipate one point twenty-two (1.22) FTE physicians during the term of the Agreement, for an estimated monthly amount of [REDACTED];
  - c. NP Professional Services: AGENCY will pay CONTRACTOR [REDACTED] per FTE NP. AGENCY and CONTRACTOR anticipate six (5.0) FTE NPs during the term of the Agreement, for an estimated monthly amount of [REDACTED]);
  - d. NP Professional Services Neurosurgery: AGENCY will pay CONTRACTOR [REDACTED] per FTE NP Neurosurgery. AGENCY and CONTRACTOR anticipate one (1.0) FTE NP during the term of the Agreement, for an estimated monthly amount of [REDACTED];
  - e. PA Professional Services: AGENCY will pay CONTRACTOR [REDACTED] per FTE PA. AGENCY and CONTRACTOR anticipate five (5.0) FTE PAs during the term of the Agreement, for an estimated monthly amount of [REDACTED] and
  - f. Medical Director: AGENCY will pay CONTRACTOR [REDACTED]
2. Effective January 1, 2023, the monthly compensation amounts listed above will be adjusted as follows:
  - a. Quarterly Adjustments to Monthly Compensation: At the end of each quarter, AGENCY and CONTRACTOR will review a report detailing the volume of office visits performed at ANACAPA CLINIC and determine if an adjustment needs to be made. Nurse visits documented in the electronic health record will receive 0.50 office visit credit per nurse

visit, while all documented medical evaluations or consultations performed by a physician, nurse practitioner (NP), physician's assistant (PA), or licensed behavioral health care provider, will receive 1.0 office visit credit per visit.

Additional adjustments may be made at AGENCY's discretion, and with notice to CONTRACTOR, if necessary to avoid repayment by CONTRACTOR to AGENCY (e.g., if clinic size shrinks or grows during the term of the Agreement). If significant changes in volume of office visits and nurse visits occur, the payment adjustment table may require revision.

The table below reflects quarterly office visit volumes used to determine payment adjustments, which are made on a quarterly basis.

Quarterly Office Visits Starting 4/1/2022	Maximum Quarterly Payable
5,127 to 5,454	██████████
5,455 to 5,782	██████████
5,783 to 6,111	██████████
6,112 to 6,439	██████████
6,440 to 7,096	██████████
7,097 to 7,424	██████████
7,425 to 7,753	██████████
7,754 to 8,082	██████████
Greater than 8,082	██████████

- b. Adjustments to Physician, NP, PA, and nurses Professional Services Compensation: If FTE levels fall below or exceed the expectations listed above, the monthly payment will be prorated accordingly.
3. Effective July 1, 2024 through September 30, 2024, AGENCY shall pay CONTRACTOR for its services provided under this Agreement at a monthly rate of ██████████. Effective October 1, 2024, AGENCY shall pay CONTRACTOR for its services provided under this Agreement at a monthly rate of ██████████. The following is a breakdown of the monthly compensation:
  - a. Management Services: In recognition of CONTRACTOR's support staff obligations and operating expenses that are incurred by CONTRACTOR during the term of the Agreement for the operation and benefit of ANACAPA CLINIC, AGENCY will pay CONTRACTOR ██████████; ██████████;
  - b. Physician Professional Services: AGENCY will pay CONTRACTOR ██████████

\_\_\_\_\_ per FTE physician. AGENCY and CONTRACTOR anticipate one point twenty-two (1.22) FTE physicians during the term of the Agreement, for an estimated monthly amount of \_\_\_\_\_

- c. NP Professional Services: AGENCY will pay CONTRACTOR \_\_\_\_\_ per FTE NP. AGENCY and CONTRACTOR anticipate five (5.0) FTE NPs through September 30, 2024, for an estimated monthly amount of \_\_\_\_\_ Effective October 1, 2024, Agency and Contractor anticipate an increase of one (1.0) FTE for a total of six (6.0) FTE NPs for a total of \_\_\_\_\_
- d. NP Professional Services Neurosurgery: AGENCY will pay CONTRACTOR \_\_\_\_\_ per FTE NP Neurosurgery. AGENCY and CONTRACTOR anticipate one (1.0) FTE NP, for an estimated monthly amount of \_\_\_\_\_ Effective October 1, 2024, Agency and Contractor anticipate a reduction of one (1.0) FTE for a total of zero (0.0) FTEs for a total of zero dollars (\$0);
- e. PA Professional Services: AGENCY will pay CONTRACTOR \_\_\_\_\_ ) per FTE PA. AGENCY and CONTRACTOR anticipate five (5.0) FTE PAs during the term of the Agreement, for an estimated monthly amount of \_\_\_\_\_ and \_\_\_\_\_
- f. Medical Director: AGENCY will pay CONTRACTOR \_\_\_\_\_ .

4. Effective July 1, 2024, the monthly compensation amounts listed above will be adjusted as follows:

Quarterly Adjustments to Monthly Compensation: At the end of each quarter, AGENCY and CONTRACTOR will review a report detailing the volume of office visits performed at ANACAPA CLINIC and determine if an adjustment needs to be made. Nurse visits documented in the electronic health record will receive 0.50 office visit credit per nurse visit, while all documented medical evaluations or consultations performed by a physician, nurse practitioner (NP), physician's assistant (PA), or licensed behavioral health care provider, will receive 1.0 office visit credit per visit.

Additional adjustments may be made at AGENCY's discretion, and with notice to CONTRACTOR, if necessary to avoid repayment by CONTRACTOR to AGENCY (e.g., if clinic size shrinks or grows during the term of the Agreement). If significant changes in volume of office visits and nurse visits occur, the payment adjustment table may require revision.

The table below reflects office visit volumes used to determine payment adjustments for the quarter ending September 30, 2024.

Quarterly Office Visits Starting	Maximum Quarterly Payable
5,127 to 5,454	████████
5,455 to 5,782	████████
5,783 to 6,111	████████
6,112 to 6,439	████████
6,440 to 7,096	████████
7,097 to 7,424	████████
7,425 to 7,753	████████
7,754 to 8,082	████████
Greater than 8,082	████████

The table below reflects office visit volumes used to determine payment adjustments for the quarter ending December 31, 2024.

Quarterly Office Visits Starting	Maximum Quarterly Payable
5,127 to 5,454	████████
5,455 to 5,782	████████
5,783 to 6,111	████████
6,112 to 6,439	████████
6,440 to 7,096	████████
7,097 to 7,424	████████
7,425 to 7,753	████████
7,754 to 8,082	████████
Greater than 8,082	████████

- a. Adjustments to Physician, NP, PA, and nurses Professional Services Compensation: If FTE levels fall below the expectations listed above, the monthly payment will be prorated accordingly.
5. Reconciliation Upon Termination: The following shall apply to overpayments and underpayments if the Agreement is terminated for any reason or if the parties do not agree on an extension or successor agreement. If there are any underpayments or overpayments, the aggregate amount of all underpayments or overpayments shall be paid in full by the responsible party to the other party within sixty (60) days after the date upon which the amount of the underpayment or overpayment is determined.
6. Monthly compensation shall be paid to CONTRACTOR by AGENCY in monthly installments on

or before the twenty-fifth (25th) day of each month prior to services being provided.

7. The annual maximum amount payable will vary based on clinic size and the actual number of Participating Provider FTEs. Assuming 1.22 FTE physicians, 6.0 FTE NPs, and 5.0 FTE PAs, the maximum amount payable under this Agreement for calendar year 2023 and January 1, 2024 through June 30, 2024, the annual maximum amount payable is [REDACTED]. Assuming 1.22 FTE physicians, 5.0 FTE NPs, 1.0 FTE NP Neurosurgery, and 5.0 FTE PAs for July 1, 2024 through September 30, 2024 and 1.22 FTE physicians, 6.0 FTE NPs, and 5.0 FTE PAs from October 1, 2024 through December 31, 2024, the maximum amount payable under this Agreement for calendar year 2024 is [REDACTED].