

**FIFTH AMENDMENT TO**  
**PROFESSIONAL SERVICES AND OPERATIONS AGREEMENT**  
**FILLMORE FAMILY MEDICAL GROUP, INC.**  
**FOR OPERATION OF FILLMORE FAMILY MEDICAL GROUP**

This Fifth Amendment to the "Professional Services and Operations Agreement Fillmore Family Medical Group, Inc. for the Operation of Fillmore Family Medical Group" effective January 1, 2020 ("AGREEMENT"), is made and entered into by and between the COUNTY OF VENTURA, a political subdivision of the State of California ("AGENCY"), and Fillmore Family Medical Group, Inc. ("CONTRACTOR").

**Agreement**

The parties agree that the AGREEMENT is amended effective November 1, 2020, as follows:

1. Paragraph 2.6.f of the AGREEMENT is replaced in its entirety as follows:

f. Expanded Laboratory

1. Service Requirement - CONTRACTOR shall furnish at least one hundred seventy (170) hours per month of staff services to support expanded laboratory services.
2. Reporting Requirement - CONTRACTOR shall certify to AGENCY on a monthly basis that the level of expanded laboratory services provided is necessary to support the patient population and operations of CLINIC. AGENCY shall periodically produce reports using claims data stored in AGENCY's billing/practice management system to verify that the volume of laboratory procedure codes billed (e.g., lab draws) is consistent with the level of service required by this Agreement.

2. Exhibit A, Paragraph 1.a of the AGREEMENT is replaced in its entirety as follows:

Base –

- a. For the month of November, 2020, AGENCY will pay CONTRACTOR sixty-two thousand three hundred ten dollars (\$62,310) for the fixed overhead cost associated with providing the contracted services. For the month of December, 2020, AGENCY will pay CONTRACTOR one hundred two thousand one hundred sixty-one dollars (\$102,161) for the fixed overhead cost associated with providing the contracted services. Commencing in January, 2021, and subsequent months, AGENCY will pay CONTRACTOR seventy-seven thousand six hundred eighty-one dollars (\$77,681) for the fixed overhead cost associated with providing the contracted services. Should at any time CONTRACTOR reasonably believe the Base

compensation is insufficient to satisfy its obligation of patient care and services under this AGREEMENT, CONTRACTOR may notify AGENCY in writing, and AGENCY will schedule a meeting with CONTRACTOR within ten (10) days of receipt of such notice.

3. Exhibit A, Paragraph 2.a is replaced in its entirety as follows:

**Provider Productivity –**

- a. AGENCY will pay CONTRACTOR an amount equal to (1) the number of provider Visits performed in the CLINIC by CONTRACTOR's providers multiplied by an amount ("Visit Conversion Factor") determined by the provider's specialty plus (2) the number of work relative value units ("WRVUs") for professional services rendered by CONTRACTOR's providers at HOSPITAL multiplied by an amount ("WRVU Conversion Factor") determined by the provider's specialty. The monthly minimum Provider Productivity is sixty-nine thousand one hundred forty-one dollars (\$69,141).

<b>Specialty</b>	<b>Minimum Annual Visits</b>	<b>Visit Conversion Factor</b>	<b>Visit Calculated Productivity</b>	<b>Minimum Annual WRVU</b>	<b>WRVU Conversion Factor</b>	<b>WRVU Calculated Productivity</b>
Family Medicine (with OB)	1,680	\$112.99	\$189,823	954	\$56.11	\$53,525
Family Medicine (without OB)	3,000	\$99.14	\$297,420	-	\$-	\$-
Internal Medicine: General	-	\$108.05	\$-	-	\$-	\$-
NP: Family Medicine (with OB)	-	\$67.87	\$-	-	\$-	\$-
NP: Family Medicine (without OB)	1500	\$65.49	\$98,235	-	\$-	\$-
PA: Family Medicine (without OB)	2580	\$59.48	\$153,458	-	\$-	\$-
Podiatry: General	456	\$81.64	\$37,228	-	\$-	\$-

4. All other terms and conditions remain unchanged.

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

FILLMORE FAMILY MEDICAL GROUP, INC.

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: John Ippolito, M.D.  
President

COUNTY OF VENTURA

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: William T. Foley  
Health Care Agency Director