

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

This Second Amendment to the Management Services Agreement with Anacapa Surgical Group, Inc. ("AGREEMENT") effective on January 1, 2023, 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 January 1, 2023, as follows:

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

IN WITNESS WHEREOF, the parties hereto have executed this Second 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 five hundred seventy-seven thousand two hundred dollars (\$577,200). 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 three hundred seventy-four thousand two hundred twenty-four dollars (\$374,224);
 - b. Physician Professional Services: AGENCY will pay CONTRACTOR forty-seven thousand seven hundred ninety-seven dollars (\$47,797) 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 fifty-eight thousand three hundred twelve dollars (\$58,312);
 - c. NP Professional Services: AGENCY will pay CONTRACTOR thirteen thousand eight hundred forty-four dollars (\$13,844) per FTE NP. AGENCY and CONTRACTOR anticipate six (6.0) FTE NPs during the term of the Agreement, for an estimated monthly amount of eighty-three thousand three hundred four dollars (\$83,304);
 - d. PA Professional Services: AGENCY will pay CONTRACTOR eleven thousand seven hundred fifty-two dollars (\$11,752) per FTE PA. AGENCY and CONTRACTOR anticipate five (5.0) FTE PAs during the term of the Agreement, for an estimated monthly amount of fifty-eight thousand seven hundred sixty dollars (\$58,760); and
 - e. Medical Director: AGENCY will pay CONTRACTOR two thousand six hundred dollars (\$2,600).
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, or physician's assistant 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	\$1,507,066
5,455 to 5,782	\$1,563,199
5,783 to 6,111	\$1,619,333
6,112 to 6,439	\$1,675,467
6,440 to 7,096	\$1,731,600
7,097 to 7,424	\$1,787,734
7,425 to 7,753	\$1,843,867
7,754 to 8,082	\$1,900,001
Greater than 8,082	\$1,956,135

- 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. 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.
4. 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.
5. 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 any subsequent year, the annual maximum amount payable is seven million eight hundred twenty-four thousand five hundred forty dollars (\$7,824,540).