

**FIRST AMENDMENT TO AGREEMENT FOR  
PLASTIC AND RECONSTRUCTIVE SURGERY SERVICES**

This First Amendment to the “Agreement for Plastic and Reconstructive Surgery Services” effective August 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 Fahradyan Plastic Surgery, a duly formed California Professional Corporation (“CONTRACTOR”).

Agreement

The parties hereby agree that the referenced Agreement is amended effective October 1, 2023, as follows:

- A. Attachment II, Compensation of CONTRACTOR, paragraphs 2 and 8, shall be replaced in their entirety with the attached paragraphs 2 and 8:
2. Hospital, Clinic and Operating Room Services: 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 compensation, calculated and paid monthly, only for Work RVUs related to clinic services, surgical procedures and HOSPITAL consultations provided by CONTRACTOR. Work RVUs produced by CONTRACTOR under this Agreement shall be paid at a rate of seventy dollars (\$70) per work RVU up to two hundred ten thousand dollars (\$210,000) per contract year. Calculation of total Work RVUs shall take place within thirty (30) days following the end of the month.

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 1/12<sup>th</sup> of maximum Work RVU compensation, or seventeen thousand five hundred dollars (\$17,500) per month. 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.

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 Director on a monthly basis and attached to the monthly invoice.

The maximum amount to be paid under this paragraph for the period of August 1, 2023, through July 31, 2024, is two hundred ten thousand dollars (\$210,000).

8. The maximum amount ("MAXIMUM FEE") to be paid under this Agreement for the period of August 1, 2023, through July 31, 2024, is three hundred two thousand dollars (\$302,000).

Except as expressly amended herein, all other terms and conditions of the Agreement shall remain unchanged.

**[\[Remainder of Page Intentionally Left Blank – Signature Page Follows\]](#)**

IN WITNESS WHEREOF, the parties hereto execute this First Amendment on the dates written below:

CONTRACTOR: Fahradyan Plastic Surgery

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

By: \_\_\_\_\_  
Artur Fahradyan M.D. - CEO

Tax ID#: \_\_\_\_\_

CONTRACTOR's Address:

\_\_\_\_\_  
\_\_\_\_\_

AGENCY:

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

By: \_\_\_\_\_  
PURCHASING AGENT OR DESIGNEE