

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

This Second 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 March 1, 2024, as follows:

- A. The Agreement, subject to all necessary budgetary approvals by the Ventura County Board of Supervisors, shall remain in effect through July 31, 2024. Then, unless either party gives notice of its intent not to renew at least ninety (90) days prior to the renewal date, and subject to the receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, the Agreement shall then be extended for two (2) additional periods of one (1) year each.
- B. Attachment I shall be replaced in its entirety with the attached Attachment I.
- C. Attachment II shall be replaced in its entirety with the attached Attachment II.

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

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

CONTRACTOR: Fahradyan Plastic Surgery

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

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

AGENCY:

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

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

**ATTACHMENT I**  
**RESPONSIBILITY OF CONTRACTOR**

It is mutually agreed that CONTRACTOR shall have the following responsibilities under the direction of the HOSPITAL and AMBULATORY CARE Chief Medical Officers and Medical Director of Plastic Surgery.

1. CONTRACTOR shall designate Artur Fahradyan M.D., as Attending Physician, Plastic and Reconstructive Surgery Services. CONTRACTOR shall provide the following services:
2. Call Services: After hours and weekend emergency consultation and emergency room plastic surgery call coverage twenty-four (24) hours per day, for a minimum of one in four (1:4) or ninety-two (92) days per contract year. CONTRACTOR shall perform call services in conjunction with other plastic and reconstructive surgery physicians in the DEPARTMENT. The call schedule will be determined by the Medical Director of Plastic Surgery. It is mutually understood that these services include necessary rounds, oversight of care, additional visits to HOSPITAL and appropriate documentation of said services.
3. Clinical Services:
  - a. Hospital Services: Inpatient plastic and reconstructive surgery services, including daily rounds, and consultation.
  - b. Clinic Services: Outpatient plastic and reconstructive surgery clinic, and coverage at HOSPITAL's clinic site(s) for a minimum of four (4) half-days clinics per month, for forty-six (46) weeks per contract 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. Clinic half-days and operating room blocks of surgical services may be interchangeable. CONTRACTOR shall provide one (1) operating room block in lieu of two (2) half-day clinics.
  - c. Operating Room Services: Plastic and Reconstructive Surgery care for a minimum of four (4) surgical blocks per month, for forty-six (46) weeks per contract year. Operating room blocks of surgical services may be replaced by half-day clinics. CONTRACTOR shall provide two (2) half-day clinics for every (1) operating room block cancelled or unfilled.
4. Consulting plastic and reconstructive surgery services for physicians and resident staff.
5. Teaching of plastic and reconstructive surgery to physicians and resident staff.
6. Participation in both formal as well as informal plastic and reconstructive surgery education programs sponsored by HOSPITAL and any of its ancillaries or other agencies.
7. CONTRACTOR shall assist AGENCY in developing and maintaining 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, and in assuring that the DEPARTMENT functions in conformance with the written policies and procedures.

8. CONTRACTOR shall help develop, update and maintain HOSPITAL's Family Medicine Residency curriculum for teaching plastic and reconstructive surgery practice and procedures to the resident physicians in preparation for their practice as family physicians, and to assure that residents are appropriately supervised during their provision of all plastic and reconstructive surgery services and that curriculum objectives are fulfilled.
9. CONTRACTOR shall assist in the development of educational programs for other allied health professional personnel such as nurse practitioners, nurses, and technicians.
10. 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 its service.
11. 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 and hospitals. CONTRACTOR shall comply with all the requirements of the Joint Commission, including but not limited to appropriate clinical practice as detailed in their Core Measures and Patient Safety Goals.
12. CONTRACTOR's time will be allocated in approximately the following manner:

Hospital Services	0%
Patient Services	100%
Research	0%
Teaching	0%
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 HOSPITAL Chief Medical Officer.

13. 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.

14. 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 HOSPITAL Chief Medical Officer.

**ATTACHMENT II**  
**COMPENSATION FOR CONTRACTOR**

CONTRACTOR shall be paid for all services under this Agreement as follows:

1. Call Services: CONTRACTOR shall be paid for call coverage based on the following table below:

<b>Plastic &amp; Reconstructive Surgery Call Coverage</b>	
<b>Call Coverage Description</b>	<b>Compensation Per Day</b>
24 hours period	

CONTRACTOR shall provide a minimum of one in four (1:4) call days, for ninety-two (92) days per contract year. 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 in accordance with Attachment I, paragraph 2. 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. CONTRACTOR may engage in no other coverage of clinical services while on duty for the after-hours call coverage described in this Agreement and compensated through this paragraph. It is mutually understood that these services include necessary rounds, oversight of care, additional visits to HOSPITAL and appropriate documentation of said services.

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 [REDACTED] per work RVU. 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. 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 Officer on a monthly basis and attached to the monthly invoice.

3. 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.
4. 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.
5. 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.
6. 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.