

FIRST AMENDMENT TO THE AGREEMENT FOR PSYCHIATRIC SERVICES BETWEEN THE COUNTY OF VENTURA AND TRADITIONS PSYCHIATRY GROUP, P.C., DBA TRADITIONS BEHAVIORAL HEALTH

This First Amendment to the Agreement for Psychiatric Services, which became effective July 1, 2023, is made and entered into by and between the COUNTY OF VENTURA, acting through its Behavioral Health Department, a primary service provider, hereinafter referred to as "COUNTY," and TRADITIONS PSYCHIATRY GROUP, P.C., dba TRADITIONS BEHAVIORAL HEALTH, hereinafter referred to as "CONTRACTOR."

The parties hereby agree that the Agreement is amended as follows:

- I. The first, unnumbered paragraph of the Agreement is deleted and replaced with the following:

"This "Agreement" is made and entered into by the COUNTY OF VENTURA ("COUNTY"), acting through its Behavioral Health Department (VCBH), a primary service provider and TRADITIONS PSCYHIATRY GROUP, P.C., a California professional corporation, ("CONTRACTOR") whose principal place of business is 900 Larkspur Landing Circle, Larkspur California 94939."
- II. Effective with respect to the service period commencing July 1, 2023 through June 30, 2024, Exhibit A (SCOPE OF WORK), shall be deleted and replaced with new Exhibit A (SCOPE OF WORK), attached hereto.
- III. Effective with respect to the service period commencing July 1, 2023 through June 30, 2024, Exhibit B (COMPENSATION), shall be deleted and replaced with the new Exhibit B (COMPENSATION), attached here to
- IV. Except for the modifications described herein, all other terms and conditions of the Agreement shall remain in effect.
- V. The First Amendment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
- VI. The parties hereto agree that this First Amendment may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the dates written below.

CONTRACTOR

By _____ Date _____
(authorized signature)

(print name and title)

By _____ Date _____
(authorized signature)

(print name and title)

COUNTY

By _____ Date _____

* If a corporation, this First Amendment must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

**EXHIBIT A
SCOPE OF WORK**

Pursuant to the terms and conditions of this Agreement, CONTRACTOR shall be responsible for the recruitment, hiring, retention, staffing and scheduling of participating physicians and nurse practitioners to provide outpatient psychiatric services for clients of VCBH, and for providing such services, based upon Tables 1, 2, 3, and 4 below.

I. Division Program Coverage

Contractor shall provide 72,522 hours per year of psychiatric services as estimated in the clinic locations below. An FTE is calculated using 1,824 hours.

Table 1- Youth & Family Division Program Coverage

Youth & Family: Location of Program Services	Physician or Nurse Practitioner FTE Estimate of Need
North Oxnard	1.5
South Oxnard	2.25
Conejo	1.0
Ventura	2.25
Simi Valley	1.70
Santa Paula	1.20
Fillmore	0.5
Juvenile Justice Center	0.5
Child Welfare Subsystem	0.5
Lead	0.3
Total	11.70

Table 2- Adults Division Program Coverage

Adults: Location of Program Services	Physician or Nurse Practitioner FTE Estimate of Need
North Oxnard	2.5
South Oxnard	3.5
Conejo	2.8
Ventura	3.3
Simi Valley	2.8

Santa Paula	2.2
Older Adults East County	0.3
Older Adults West County	0.6
EPICS Adult Intense	0.6
TAY Transitions	1.3
Hillmont House	0.4
Adult Residential	0.4
Quality Assurance for Y&F and Adults	1.0
Assist Program	0.6
Medical Director	1.0
Ventura County Power over Psychosis (VCPOP)	1.0
Short Term Treatment Team	1.5
Total	25.80

Table 3- Adults Substance Use Services (SUS) Division Program Coverage

Adults SUS: Location of Program Services	Physician or Nurse Practitioner/Physician Assistant FTE Estimate of Need
Behavioral Health Integration	1.0*
New Start for Moms	.13
Lead	0.25
Total	1.38
*A nurse practitioner/physician assistant is needed for this program.	

Table 4 – PCI Program Coverage

PCI Program Services	Physician or Nurse Practitioner FTE Estimate of Need
Behavioral Health Integration (Adults)	.44
Behavioral Health Integration (Youth & Family)	.44
Total	.88

Note: Planned “Physician or Nurse Practitioner FTE Estimate of Need” within Tables 1, 2, 3, and 4 above may be adjusted per clinic/program need and may not exceed the total FTE requirement of 39.76.

II. Medical Director Oversight and Coordination Duties

CONTRACTOR shall assign a Medical Director(s) to oversee the Adults Division, Youth and Family Division, and Adults SUS Division. The Adults SUS Division Medical Director shall be a Drug Medi-Cal (DMC) certified treatment provider. CONTRACTOR’s Medical Director(s) shall serve as the Medical Director(s) of VCBH and shall be responsible for the oversight and coordination of medical staff affairs for VCBH consistent with the facilities available and standards of practice established in the medical community and COUNTY. This includes, but is not limited to, the following responsibilities:

- a. Conduct assessment of medical staff needs and recruitment of physicians and nurse practitioners.
- b. Provide orientation and ensure the continuing education of all participating physicians and nurse practitioners.
- c. Provide medical oversight for all psychiatric services, functions, and responsibilities.
- d. Collaborate with COUNTY to develop, review, and maintain written policies, standards, and procedures to guide and support the provision of psychiatric services. The SUS policies and standards shall be in accordance with California Code of Regulations, title 22, section 51341.1(b)(28)(A) and this information will be requested at and for audits. CONTRACTOR will collaborate with COUNTY to ensure that these policies and procedures are in accordance with current requirements and recommendations of the accrediting body, and to ensure that all outpatient services are in conformance with written policies and procedures.
- e. SUS Medical Director shall: (1) ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care, (2) ensure that physicians do not delegate their duties to non-physician personnel, (3) develop and implement written

medical policies and standards for the provider, (4) ensure that physicians, registered nurse practitioners, and physician assistants follow the provider's medical policies and standards, (5) ensure that the medical decisions made by physicians are not influenced by fiscal considerations, (6) ensure that provider's physicians and LPHAs are adequately trained to perform diagnosis of substance use disorders for beneficiaries, and determine the medical necessity of treatment for beneficiaries, (7) ensure that provider's physicians are adequately trained to perform other physician duties, as outlined in this section. The SUS Medical Director may delegate his/her responsibilities to a physician consistent with the provider's medical policies and standards; however, the SUS Medical Director shall remain responsible for ensuring all delegated duties are properly performed. The SUS Medical Director roles, responsibilities, and standards specified in this section shall be available in written format, signed/dated at hire and annually at the start of the fiscal year, and submitted to COUNTY upon request.

- f. Ensuring physicians and nurse practitioners participate in and complete all required VCBH compliance and policy and procedure trainings as specified in Exhibit A, Attachment 1. SUS Drug Medi-Cal (DMC) certified treatment providers must also obtain five (5) hours of continuing medical education (CME) in Addiction Medicine annually. CONTRACTOR shall submit proof of completion to COUNTY annually before June 30th. The Medical Director(s) or his or her designee must notify COUNTY in a timely manner if an issue arises that is caused by either COUNTY or CONTRACTOR that impedes the CONTRACTOR's ability to complete the required trainings.
- g. Development and maintenance of quality assurance mechanisms such as medical chart review, direct supervision, or other methods which may serve to monitor efficiency and quality of outpatient psychiatric services rendered to COUNTY.
- h. Monitor and evaluate the quality and appropriateness of patient psychiatric care provided by CONTRACTOR, in accordance with the Quality Assurance and Utilization Review plans of COUNTY.
- i. Ensure that participating physicians and nurse practitioners are providing direct client care at a minimum of 90% of the workday.
- j. Ensure the quality of medical services provided to all SUS DMC clients is in accordance with California Code of Regulations, title 22, section 51341.1(b)(28)(A)(i)(a).
- k. Ensure that a physician has assumed medical responsibility for all clients treated by the provider in accordance with California Code of Regulations, title 9, section 101110.
- l. Coordination and integration of the VCBH outpatient psychiatric services with other agencies and departments, as appropriate.
- m. Monitor and assure compliance with accrediting bodies and standards for VCBH in compliance with VCBH Administration.
- n. Provide leadership and direction in planning, controlling, and coordination of medical psychiatric services and physician and nurse practitioner staffing

- at VCBH in order to ensure appropriate, professional, and cost-effective outpatient healthcare.
- o. Supervise and develop effective medical care and administrative programs in a manner which will optimize psychiatric care.
 - p. Represent VCBH at requested functions and meetings.
 - q. Recommend to COUNTY such equipment, space, supplies, and personnel requirements as shall be necessary for the proper functioning of the VCBH mental health services.
 - r. Work cooperatively with VCBH Administration to develop and maintain effective communication through regularly scheduled meetings, develop an optimal continuity of care between inpatient and outpatient services, and develop and maintain optimum cost-effective treatment model.
 - s. CONTRACTOR will submit a proposed participating physician and nurse practitioner list to COUNTY at least ten (10) business days before commencement of this Agreement. COUNTY will return a list of approved individuals at least five (5) business days before commencement of this Agreement (List). The List, then, will consist of only those COUNTY-approved participating physicians and nurse practitioners and the List shall constitute, exclusively, only those physicians and nurse practitioners who may perform work under this Agreement. Thereafter, CONTRACTOR may submit the names of proposed participating physicians and nurse practitioners to COUNTY at any time. Within ten (10) business days of receipt, COUNTY will return the List of approved participating physicians and nurse practitioners to CONTRACTOR.

Training Schedule – Exhibit A, Attachment 1

Title	Frequency	Regulatory Requirement	Content
- HIPAA Privacy and Security Training	Annual	Department of Health and Human Services (DHHS) 45 CFR.165	Online quiz (approximately 15 minutes)
- Compliance, Fraud, Waste, and Abuse (General Compliance)	Annual	<ul style="list-style-type: none"> • DHHS 42 C.F.R. §422.503 • 42 C.F.R. §423.504 	Online slides and quiz (approximately 15 minutes)
- Ergonomics	Annual	California Labor Code	Online slides (approximately 17 minutes)
- Environment of Care and Safety Refresher	Annual	Health Care Agency wide requirement <ul style="list-style-type: none"> • California Labor Code 	Online Slides with 10 questions (approximately 40 minutes)
- Crisis Prevention Institute	Annual	Health Care Agency wide requirement <ul style="list-style-type: none"> • California Labor Code 	Online

- Code of Conduct Policy	Annual	Health Care Agency wide requirement	Attestation Only
- Employee Technology Use Policy	Annual	Health Care Agency wide requirement	Attestation Only
- Workforce Confidentiality Policy	Annual	Health Care Agency wide requirement	Attestation Only
- Bomb Threats and Explosive Devices	Annual	Health Care Agency wide requirement	Attestation Only
- Lactation Accommodation Policy	Annual	Health Care Agency wide requirement	Attestation Only
- Employee Access to Personal Medical Records	Annual	Health Care Agency wide requirement	Attestation Only
- Active Shooter Situation Training	Annual	Health Care Agency wide requirement	Attestation + Video (approximately 15 minutes)
- Hazard Communication Training	Annual	<ul style="list-style-type: none"> • California Labor Code • CalOSHA 	Online slides with questions (minimum 45 minutes)
- Discrimination and Sexual Harassment Training	Every two years	California Department of Fair Employment and Housing - AB1825	Online Module (minimum 2 hours)
- Workplace Violence	Annual	Health Care Agency wide requirement	Video (approximately 60 minutes)
- HCA Media Policy	Annual	Health Care Agency wide requirement	Attestation Only
- Cultural Competency	Annual	VCBH requirement --VCBH Training Staff will notify Contractor of available VCBH provided Cultural Competency training dates.	2 hours (monthly sessions) or conference sessions may be used as credit, upon approval
-VCBH Policies and Procedures	Annual	<ul style="list-style-type: none"> • VCBH Requirement • Title 9, Title 22, Federal and State Regulations 	Attestation Only (various)

Note: CONTRACTOR is required to complete the trainings listed in the table above. CONTRACTOR must notify COUNTY in a timely manner if an issue arises that is caused by COUNTY which impedes CONTRACTOR's ability to complete the required trainings. COUNTY shall address the issue(s) in a timely manner. COUNTY, by written notice to CONTRACTOR, may

waive, remove, or add trainings listed herein due to changes in County, state, or federal requirements.

III. Psychiatric Nurse Practitioner Training and Collaboration Duties

To support, train, and ensure appropriate guidance is provided to psychiatric nurse practitioners in the delivery of the services under this Agreement, CONTRACTOR will assign physicians to provide up to six (6) monthly hours of training and collaboration to assigned psychiatric nurse practitioners to ensure that appropriate training is provided, directions are given and understood, and that appropriate treatment is rendered, consistent with applicable state law.

EXHIBIT B COMPENSATION

A. COUNTY shall pay CONTRACTOR in accordance with the terms and conditions set forth in this Exhibit "B" (COMPENSATION) for CONTRACTOR's satisfactory performance or provision of the services and work described in Exhibit "A" (SCOPE OF WORK). Except as otherwise expressly provided in this Agreement, the total sum of all payments made by COUNTY to CONTRACTOR for services and/or work performed or provided pursuant to this Agreement shall not exceed \$19,393,764 for the service period of July 1, 2023 through June 30, 2024.

B. CONTRACTOR Rates

1. COUNTY will pay CONTRACTOR at the following rates which includes the 8% administrative overhead for all In-Person Psychiatrist Services:
 - a. \$270.19 per hour for Adults/SUD Psychiatrist Services
 - b. \$280.59 per hour for Child/Adolescent Psychiatrist Services
 - c. \$290.99 per hour for Medical Director Psychiatrist Services
 - d. \$202.59 per hour for Psychiatric Nurse Practitioners/Physician Assistant Services

2. COUNTY will pay CONTRACTOR at the following rates which includes the 8% administrative overhead for all Telehealth Psychiatrist Services:
 - a. \$259.80 per hour for Adults/SUD Psychiatrist Services
 - b. \$269.80 per hour for Child/Adolescent Psychiatrist Services
 - c. \$279.80 per hour for Medical Director Psychiatrist Services
 - d. \$194.80 per hour for Psychiatric Nurse Practitioners/Physician Assistant Services

3. COUNTY will pay CONTRACTOR at the following rates which includes the 8% administrative overhead for Nurse Practitioner Training and Collaboration Duties:
 - a. \$270.19 per hour for Adults/SUD Psychiatrist Services
 - b. \$280.59 per hour for Child/Adolescent Psychiatrist Services

4. CONTRACTOR will provide 72,522 hours for the term of this agreement for numbers 1, 2 and 3 above.

5. CONTRACTOR will have a methodology for assessing Psychiatrists and Nurse Practitioners/Physician Assistants bilingual competency. Bilingual Psychiatrists and Nurse Practitioners/Physician Assistants are individuals that have specific language skills and knowledge of health care terminology who are trained to communicate effectively with persons of limited proficiency with the English language.

6. One Nurse Practitioner/physician Assistant is part of the calculation above. However, if practitioners/physician assistant are utilized, they will be billed at the nurse practitioner/physician assistant rate specified above and the total FTEs for the Agreement will not exceed 39.76.
 7. CONTRACTOR will bill COUNTY and be reimbursed for actual hours worked for the appropriate classification above. CONTRACTOR agrees that if locum tenens are utilized COUNTY will only pay the rates listed above.
- C. CONTRACTOR shall bill COUNTY monthly in arrears by using CONTRACTOR's invoice form. All invoices submitted shall clearly reflect all required information regarding the services for which claims are made, including the specific hours of service provided by CONTRACTOR to COUNTY by program, in the form and with the content specified by COUNTY. The invoice shall include the number of service hours CONTRACTOR provided by provider type and the applicable provider type rate for services rendered. Administrative costs are included in the hourly rate. Administrative costs are inclusive of travel costs for physicians and nurse practitioners, meetings and conferences provided by CONTRACTOR for the physicians and nurse practitioners, Medical License and DEA renewals, and scheduling and time tracking systems.
- D. COUNTY reserves the right to request additional information from CONTRACTOR to verify appropriateness of any invoice and to delay payment until it receives such information. CONTRACTOR shall submit appropriate documentation along with an invoice for reimbursement. Invoices for reimbursement shall be completed by CONTRACTOR, dated, and forwarded to COUNTY after the close of the term/pay period in which services were rendered. Incomplete or incorrect claims shall be returned to CONTRACTOR for correction and re-submittal and will result in payment delay. Late invoices will also result in payment delay. If CONTRACTOR or any of CONTRACTOR's employees or subcontractors are under suspension from the Medical and Allied Health Professionals at VCMC at the time payment is due, payment shall be withheld until the suspension is lifted or payment is authorized by the VCBH Director. Following receipt of a complete and correct semi-monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within thirty (30) working days of submission of a valid invoice to COUNTY.
- E. COUNTY shall waive any Medical and Allied Health Professionals initial application fees or costs incurred in the Medical and Allied Health Professionals initial application/credentialing process. However, annual dues collected at reappointment (collected every two years) will not be waived and are payable to the Medical Staff.
- F. CONTRACTOR will maintain, report, and retain time records, in accordance with the requirements of Federal and State laws, and as specified by COUNTY. During the term of this Agreement, CONTRACTOR shall report on a monthly basis the specific hours of service provided to COUNTY by program, and also by classification (Participating Physicians (Youth & Family); Participating Physicians (Adults); Participating Physicians (ADP); Participating Nurse Practitioners (by division)).

- G. If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, an audit or review by COUNTY determines that CONTRACTOR was overpaid for services, COUNTY shall have the right to recover payment from CONTRACTOR. Upon written notice by COUNTY to CONTRACTOR, CONTRACTOR shall reimburse COUNTY on demand 100% of the amount owed. Reimbursement shall be made by CONTRACTOR to COUNTY using one of the following methods, which shall be at the sole discretion of COUNTY:
1. Paid in one cash payment.
 2. Paid by cash payment(s) over a period determined by COUNTY.
 3. Deducted from future claims over a period determined by COUNTY.
 4. Deducted from any amounts due whether under this Agreement or otherwise.
 5. A combination of any or all of the above.
- H. If COUNTY should hire directly any of CONTRACTOR's employee(s), independent contractor(s), locum tenens or subcontractors, who provide services to COUNTY pursuant to this Agreement, and if hired within one year of his or her voluntary separation from CONTRACTOR, COUNTY shall request COUNTY Board of Supervisors to approve an amendment to this Agreement authorizing payment of an additional \$50,000 to CONTRACTOR for each individual so hired. The foregoing shall not apply for any CONTRACTOR employee(s), independent contractor(s), locum tenens or subcontractor(s) who worked for COUNTY or COUNTY's prior psychiatric services CONTRACTOR prior to July 1, 2019.