

**FIRST AMENDMENT TO AGREEMENT FOR
TRADITIONS BEHAVIORAL HEALTH PSYCHIATRIC MEDICAL SERVICES**

This First Amendment to “Agreement for Traditions Behavioral Health Psychiatric Medical Services,” effective July 1, 2018 (“Agreement”), is made and entered into by and among the COUNTY OF VENTURA, a political subdivision of the State of California (“AGENCY”), and Traditions Psychology Group, Inc., dba Traditions Behavioral Health, a duly formed California Professional Corporation (“CONTRACTOR”).

Agreement

The parties hereby agree that the referenced Agreement is amended effective April 1, 2019, as detailed below:

1. The Agreement, subject to all necessary budgetary approvals by the Ventura County Board of Supervisors, is hereby extended through June 30, 2020. The Agreement shall terminate on that date unless the parties agree to an extension.
2. Attachment I, Responsibilities of CONTRACTOR, shall be replaced in its entirety with the attached Attachment I.
3. Attachment II, Compensation of CONTRACTOR, shall be replaced in its entirety with the attached Attachment II.

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

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

Dated: _____

By: _____

Gary A. Hayes, Ph.D., President
CONTRACTOR

Tax ID # _____

CONTRACTOR's ADDRESS:

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Dated: _____

By: _____

HCA DIRECTOR or DESIGNEE

ATTACHMENT I
RESPONSIBILITY OF CONTRACTOR

CONTRACTOR shall provide psychiatric staffing coverage at Hillmont Psychiatric Center (HPC) under the direction of the Medical Director of HOSPITAL.

A. **Scope of Services:**

1. CONTRACTOR shall be responsible for the recruitment, hiring, retention, staffing and scheduling of psychiatrists to provide inpatient psychiatric services at HPC, 24 hours per day, seven days per week, 365 days per year.
2. CONTRACTOR shall provide a minimum of 34 hours per day of onsite psychiatrist coverage on the Inpatient Psychiatric Unit, Outpatient Psychiatric Observation Service, and Crisis Stabilization Unit. CONTRACTOR shall provide on call after hours phone response coverage seven days per week for emergency consultation when psychiatrists are not on site. Emergency consultation involves issues such as patient admission orders, emergency medication orders, and emergent precautionary orders during off hours.
3. CONTRACTOR shall provide clinical services under the direction of the HOSPITAL Medical Director. CONTRACTOR shall appoint a Chief of Inpatient Services subject to AGENCY's approval. The Chief of Inpatient Services shall devote no less than 20 hours a week, on average to the duties herein described. AGENCY, in collaboration with CONTRACTOR, reserves the right to appoint and remove the Chief of Inpatient Services, at its own discretion.
4. The Chief of Inpatient Services shall serve as the Medical Director of HPC and shall be responsible for the oversight and coordination of medical staff affairs for HPC consistent with the facilities available and standards of practice established in the medical community and by AGENCY. This includes, but is not limited to, the following responsibilities:
 - a. Strategic Vision: The Medical Director of HPC shall establish the clinical vision and clinical strategic goals, both on a short and long term basis, of the Inpatient Psychiatric Unit in line with the overall vision of AGENCY.
 - b. Quality and Safety: The Medical Director of HPC shall work with the HOSPITAL Administrator, Chief of Hospital Operations, and Medical Director on measuring, assessing and improving quality and patient safety in collaboration with the Quality Department. Examples would include helping to identify and carry out performance improvement, encouraging best practices, supporting bundled care initiatives and developing of clinical practice guidelines.
 - c. The Medical Director of HPC shall coordinate with other HOSPITAL departments regarding initiatives that are interdepartmental (SSI collaborative, throughput initiative).
 - d. Resource Allocation and Oversight: The Medical Director of HPC shall work with the HOSPITAL Administrator and Medical Director on resource allocation including staffing, space, capital equipment investment, supplies, medications and other resources

- to meet patient needs.
- e. The Medical Director of HPC shall respond to resource shortages to ensure safe and effective care for all patients.
 - f. The Medical Director of HPC shall have the following clinical duties:
 - i. Assist in the assessment of medical staff needs and recruitment of physicians.
 - ii. Provide medical oversight for all services, functions and responsibilities.
 - iii. Work cooperatively with the Family Medicine Residency Program in the planning of curriculum and direct teaching of house staff as mutually agreed upon with the HOSPITAL Medical Director.
 - iv. Monitor and assure compliance with The Joint Commission and other accrediting bodies and standards for HPC.
 - v. Monitor and help provide oversight to meet the provisions and requirements of HOSPITAL's Compliance Program relevant to HPC.
 - vi. Participate in the evaluation of HOSPITAL's professional services and, upon request, provide professional services evaluation reports.
 - vii. Provide inpatient coverage, on an as needed basis, for selected periods to maintain adequate attending physician staffing at HPC.
 - viii. Provide leadership and direction in planning, controlling, and coordination of medical services and physician staffing at HPC in order to ensure appropriate, professional and cost effective inpatient healthcare.
 - ix. Supervise and develop effective medical care and administrative programs in a manner which will optimize care.
 - x. Represent HPC at requested functions and meetings.
 - xi. Work cooperatively with Behavioral Health Department administration and the Behavioral Health Department's Medical Director to develop and maintain effective communication, develop an optimal continuity of care between inpatient and outpatient services, and develop and maintain optimum cost effective treatment models.
 - xii. Work in collaboration with the HOSPITAL Medical Director in efforts to communicate with the regional hospitals and respective emergency departments to ensure the coordinated care of patients in psychiatric crisis.
5. CONTRACTOR may use locum tenens or temporary physician staffing services as necessary to fill vacancies. If CONTRACTOR elects to use locum services, CONTRACTOR shall pass through the cost to AGENCY, including travel and housing costs for locum coverage or internal CONTRACTOR locum coverage provided by doctors

currently employed by CONTRACTOR who are assigned to other worksites. Reimbursement for these expenses shall be as specified in Attachment II, paragraph 3.

6. CONTRACTOR shall work to ensure that scheduled and unanticipated vacancies are filled in a rotational pattern with an augmented group of available credentialed physician staff such that the duties do not fall upon any single individual(s) in a disproportionate fashion.
7. CONTRACTOR will present all employee/subcontractor candidates to HOSPITAL Medical Director and obtain his/her approval prior to hiring a physician for hospital work.
8. CONTRACTOR including all subcontractors and employees shall report to the HOSPITAL Medical Director, HOSPITAL Administrator, or HOSPITAL Chief Operating Officer. The HOSPITAL Medical Director shall monitor this Agreement and all work performed by CONTRACTOR.

B. Outpatient Psychiatric Observation Services (OPOS)/ Crisis Stabilization Unit (CSU):

1. CONTRACTOR will evaluate individuals presenting to Outpatient Psychiatric Observation Services / Crisis Stabilization Unit for medical necessity for inpatient admission to HPC or other inpatient facilities or for emergency medications. CONTRACTOR will follow HOSPITAL policy on coordinating external hospital transfers. CONTRACTOR will assist in the triage and referral process to sub-acute outpatient services.
2. CONTRACTOR will complete an Admitting Psychiatric Evaluation upon patient's admission to the Inpatient Unit. CONTRACTOR will dictate the admission summary before going off shift that day.
3. CONTRACTOR will give and write appropriate admission and other orders consistent with HOSPITAL policies and procedures and the Medical Staff bylaws.
4. CONTRACTOR will provide ongoing management of patient's medication regimen during their stay on the Outpatient Psychiatric Observation Service unit.
5. CONTRACTOR will consult with the Behavioral Health Department and other relevant non-HOSPITAL programs/providers in the development of the medication regimen and Master Multidisciplinary Treatment Plan. CONTRACTOR will participate in treatment team meetings and treatment plan review meetings. CONTRACTOR will develop, amend, update and provide final approval of the treatment plan.

C. Consultation and Liaison: CONTRACTOR will provide psychiatric consultation and liaison to patients at HOSPITAL, including emergency rooms, when requested. The consultations involve assessment of the patient in response to the referral question, consultation with the referring physician, and documentation of the consultation in the patient's medical record. Follow up consultations will be completed by the CONTRACTOR when indicated.

D. Inpatient Responsibilities:

1. CONTRACTOR will lead daily rounds with treatment team and patient for review of patient status and evaluate and document patient's progress in relation to treatment plan goals.
2. CONTRACTOR will complete all legal documents (e.g., 5250 application, LPS conservatorship application, jury trial questionnaire, etc.) within established timeframes and provide psychiatric testimony in court when required.
3. CONTRACTOR will complete discharge orders, including writing prescriptions for medications.
4. CONTRACTOR will complete a discharge summary by the time of patient discharge.
5. CONTRACTOR will consult, as needed, with outpatient providers and clinics to coordinate follow-up or ancillary care.
6. CONTRACTOR shall complete medical records in compliance with HOSPITAL policies and procedures, and with state and federal guidelines.
7. CONTRACTOR will participate with Utilization Review (UR) requirements for documentation according to specified timelines. CONTRACTOR will consider recommendations from UR adverse decisions.
8. The Inpatient Psychiatric Unit will be limited to a total of 42 beds at all times.

E. **Emergency Department Child and Adolescent Psychiatry:**

1. CONTRACTOR shall provide child and adolescent psychiatry consult service for psychiatric evaluation of pediatric patients (less than 18 years of age) at HOSPITAL for up to four hours per week during the hours 8:00am – 6:00pm Monday through Friday. Consults received after hours or on weekends will be handled within 24 hours or on the following Monday, depending on the acuity of the case. This service is inclusive of administrative duties.
2. CONTRACTOR shall provide urgent emergency evaluations. Triage of patients will take place in collaboration with emergency room physicians. Requests for consultation will be placed by the emergency room primary treating physician after the appropriate medical evaluation has been initiated.
3. CONTRACTOR shall perform, based on clinical presentation and complexity of cases, focused assessments and comprehensive psychiatric evaluations.
 - a. Focused assessments: will be limited in scope and address specific questions asked by the Emergency Department medical staff. These are not comprehensive evaluations. Examples may include: medication recommendations, outpatient treatment referral, or second opinion as to disposition. These consults are appropriate for low complexity cases. On occasion, when deemed appropriate by Emergency Department physicians and the consulting psychiatrist, this may consist of recommendations without a face-to-face evaluation of the patient.
 - b. Comprehensive psychiatric evaluation: will include assessments of suicidal or homicidal patients, acute presentations of known or suspected behavioral and psychiatric disorders (including substance use disorders), and neuropsychiatric symptoms related to medical

illness. It may also include assessment and management of behavioral/psychiatric symptoms for patients requiring inpatient admission to the pediatric services. A complete evaluation will always include separate interviews with the parent/guardian and with the patient, and often a joint family interview. If there is a therapist or outside psychiatrist involved, CONTRACTOR will attempt to speak with the therapist or outside psychiatrist after obtaining consent from the family. This level of complexity often requires a substantial amount of time (2 hours or more at times).

F. **Other Duties**

1. CONTRACTOR will respond to medication monitoring reviews within the established timelines.
2. CONTRACTOR will attend work related training as requested by, and pre-approved by the HOSPITAL Medical Director.
3. CONTRACTOR will prepare reports, notification forms, and other requested forms to other agencies in accordance with HPC policies and procedures.
4. CONTRACTOR will comply with all HOSPITAL and HPC policies and procedures.
5. CONTRACTOR will complete additional duties as assigned by either HOSPITAL Medical Director or Chief Operating Officer of HOSPITAL.
6. The Chief of Inpatient Services shall complete utilization review of medical records to assist in patient's level of care decisions.
7. CONTRACTOR's time will be allocated in approximately the following manner:

Administrative	3%
Patient Services	95%
Research	0%
Teaching	2%
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 week period during that month. The allocation of CONTRACTOR's time may be modified at any time at the discretion of the AGENCY Director.

8. CONTRACTOR agrees to treat patients without regard to patient's 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.

9. CONTRACTOR shall submit all necessary documentation and coding in AGENCY's electronic record system to produce billing invoices for services, and any other records needed by AGENCY for the remuneration of CONTRACTOR's services, within ten days of the provision of the services by CONTRACTOR.

By this Agreement, AGENCY contracts for the services of CONTRACTOR, as physician, and CONTRACTOR may not substitute service by another physician or physicians without written approval of the Medical Director of HOSPITAL.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

AGENCY will pay CONTRACTOR at the following rates upon submission of a completed statement for each month that services are performed pursuant to this Agreement.

1. Staff Psychiatrist Inpatient Coverage and Crisis Stabilization Coverage, OPOS Coverage, Expanded OPOS coverage, inclusive of weekends and holidays: Effective April 1, 2019, CONTRACTOR shall invoice AGENCY at a monthly rate \$197,314.92 for an average of 931 hours at \$211.94 per hour of onsite physician services per month. Provision of fewer hours of service than described above may result in a prorating of the contracted rate at \$211.94 per hour. Staff psychiatry services covered by the Chief of Inpatient Services shall be deducted from CONTRACTOR's monthly billing to AGENCY at the rate of \$196.13 per hour.
2. Locum Tenens Coverage/ Internal Contracted Doctors: CONTRACTOR may use locum tenens physicians as necessary to fill vacancies and provide other coverage on an as needed basis. CONTRACTOR may elect to be reimbursed at its cost of providing the locum tenens physician rather than at the rates shown above. In order to be reimbursed at cost for the incremental amount in excess of the rates listed above CONTRACTOR must submit an invoice from the locum tenens' company or receipts for internal contracted doctors' travel and housing costs plus salary cost for the work performed at HOSPITAL along with CONTRACTOR's monthly invoice. Locum tenens coverage will be reimbursed at cost for the incremental amount in excess of the annual rates in this Agreement for the same time period. CONTRACTOR shall limit locum tenens coverage to no more than 160 hours per month. The annual rate for locum tenens coverage shall be not exceed \$125,000.00.

The total amount to be paid to CONTRACTOR under paragraphs 1 -2 shall not exceed \$2,492,779.08 per fiscal year.

3. IPU Medical Director Services: CONTRACTOR shall invoice AGENCY at a monthly rate of \$15,690.23 for Chief of Inpatient Services for an average of 80 hours per month. Should the Chief of Inpatient Services cover staff psychiatrist services during any shift, no additional reimbursement shall be made for this coverage. Provision of fewer hours of service than described above may result in a prorating of the contracted rate of \$196.13 per hour. The total amount payable under this paragraph shall not exceed \$188,282.76 per fiscal year.
4. Vacation Relief: Effective April 1, 2019, CONTRACTOR shall invoice AGENCY at a monthly rate of \$12,716.40 for an average of 60 hours per month at \$211.94 per hour of vacation relief coverage. The total amount payable under this paragraph shall not exceed \$152,596.80 per fiscal year.
5. Night Call: CONTRACTOR shall invoice AGENCY at the rate of \$300 per night for call coverage for when there is no onsite psychiatrist. The total amount paid under this paragraph shall not exceed \$109,500 per fiscal year.

6. Administrative Services: Effective April 1, 2019, CONTRACTOR shall invoice AGENCY a monthly amount of \$29,431.59 for administrative and overhead costs. The total amount paid under this paragraph shall not exceed \$353,179.08 per fiscal year.
7. CONTRACTOR shall bill and collect independently of AGENCY for the professional component of psychiatric medical services provided pursuant to Article 5, Obligations of Contractor, paragraph 2. Except as set forth in paragraphs 1 through 6 of this Attachment II, such collections shall constitute the full and total compensation from AGENCY for all psychiatric medical services and administrative services provided for AGENCY, including, without limitation, administrative, teaching, research and professional psychiatric medical services, to be rendered by CONTRACTOR pursuant to this Agreement.
8. AGENCY shall waive any Medical Staff application fees or costs incurred by CONTRACTOR in the Medical Staff application process.
9. All payments are due within 30 days of receipt of printed invoice, which shall be submitted monthly, and are conditioned upon a satisfactory provision of services as listed under Attachment I and submission of a complete and accurate claim. 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 after that time or invoices received without appropriate documentation may be denied by AGENCY as late. AGENCY shall pay the compensation due pursuant to the claim within 30 days after the submission of claim. AGENCY reserves the right to request additional information from CONTRACTOR to verify the appropriateness of any invoice and to delay payment until it receives such information. AGENCY reserves the right to adjust future invoices for any discrepancies identified subsequent to payment of invoices.
10. If AGENCY should hire directly any of CONTRACTOR's employee(s), independent contractor(s), locum tenens or subcontractors, who provide services to AGENCY pursuant to this Agreement, and if hired within one year of his or her voluntary separation from CONTRACTOR, AGENCY shall request the COUNTY Board of Supervisors to approve an amendment to this Agreement authorizing payment of an additional \$40,000 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 AGENCY prior to February 3, 2009.
11. CONTRACTOR will devote 365 days a year, 7 days a week, 24 hours a day to the tasks outlined herein and in Attachment I. Provision of fewer services than as stated will result in a proportionate pro-rata reduction in compensation associated with the respective services.
12. AGENCY shall immediately notify CONTRACTOR of the results of any audit where CONTRACTOR has not met the requirements for the respective compensation.

CONTRACTOR may, if possible and appropriate, provide additional documentation or information, which shall be received toward fulfilling any of such requirements. Examples of such documentation include, but are not limited to, completion of a discharge summary or other physician notes in the medical record, and documentation of outpatient clinics performed. When all documentation and actions are considered, if CONTRACTOR is still in default of any one of the requirements, as noted above, then the compensation fee(s) that were associated with that/those item(s) shall be subtracted, as appropriate, from the total fees that are to be paid in the subsequent month.

13. 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 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 suspension(s) are lifted, the documentation completed, or payment is authorized by the Administrator or Medical Director of HOSPITAL. The AGENCY shall pay no interest on any payment which has been withheld in this manner.
14. 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.
15. All payments by AGENCY shall be to an account managed by CONTRACTOR, which shall be responsible for distributing appropriate amounts to its providers. CONTRACTOR is responsible for establishing and administering said account, and CONTRACTOR shall have no claim against AGENCY so long as AGENCY has made all necessary payments to said account.
16. The maximum amount ("Maximum Fee") to be paid under this Agreement for the period of July 1, 2018 to June 30, 2019 shall be decreased effective April 1, 2019 by \$42,809.91 from \$3,467,577.36 to \$3,424,767.45. The maximum amount to be paid for Fiscal Year 2019-20 is \$3,296,337.72