

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

This First Amendment to the “Agreement for Traditions Behavioral Health Psychiatric Medical Services” effective December 1, 2021 (“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 Traditions Psychology Group, Inc., dba Traditions Behavioral Health, A Psychological Corporation, a duly formed California Professional Corporation (“CONTRACTOR”).

**Agreement**

The parties hereby agree that the referenced Agreement is amended effective February 1, 2022, as follows:

- A. The Agreement shall be extended to remain in effect through June 30, 2023. Then, unless either party provides written notice of its intent not to renew at least ninety (90) days prior to the annual renewal date, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, the Agreement shall then be extended for up to one (1) additional period of one (1) year.
- B. Attachment II, Compensation of CONTRACTOR, shall be replaced in its entirety with the attached Attachment II.

Except as expressly amended herein, all other terms and conditions of the Agreement, as amended, 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: Traditions Psychology Group, Inc., dba Traditions Behavioral Health

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Kim Martinez, Chief Operating Officer

Tax ID # 68-0392037

CONTRACTOR's ADDRESS:

1580 First Street

..... Napa, CA 94559

..... AGENCY:

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
HCA DIRECTOR or DESIGNEE

## **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: CONTRACTOR shall invoice the AGENCY at the rate of \$245.54 per hour of onsite physician services, for an average of 912.5 hours per month, up to a maximum of 10,950 hours per fiscal year. CONTRACTOR shall track, prepare and attach to the invoice a monthly detailed summary of activities performed to include time spent and calendars of services, as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Medical Director, HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. The maximum to be paid under this paragraph is \$2,688,707.68 per fiscal year.
2. Locum Tenens/PARTICIPATING PHYSICIANS Coverage: CONTRACTOR may use locum tenens physicians as necessary to fill vacancies and provide other coverage on an as needed basis, or require PARTICIPATING PHYSICIANS to work additional hours. CONTRACTOR may elect to be reimbursed at its cost of providing the additional coverage rather than at the rates provided in paragraph 1. In order to be reimbursed at cost for the incremental amount in excess of the rates listed in paragraph 1, CONTRACTOR must submit an invoice from the locum tenens company or PARTICIPATING PHYSICIAN for the work performed at HOSPITAL along with CONTRACTOR's monthly invoice. CONTRACTOR shall limit additional coverage to no more than 160 hours per month. The aggregate amount paid to CONTRACTOR for locum tenens coverage shall not exceed \$125,000.00 per fiscal year.

The total amount to be paid to CONTRACTOR under paragraphs 1 -2 shall not exceed \$2,813,707.68 per fiscal year.

3. Crisis Stabilization Coverage: CONTRACTOR shall invoice AGENCY at a the rate of \$245.54 per hour of crisis stabilization physician services, for an average of 12 hours per day, 365 days per year, up to the maximum of 4,380 hours per fiscal year. CONTRACTOR shall track, prepare and attach to the invoice a monthly detailed summary of activities performed to include time spent and calendars of services, as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Medical Director, HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. The maximum to be paid under this paragraph is \$1,075,483.07 per fiscal year.
4. IPU Medical Director Services: CONTRACTOR shall invoice AGENCY at the rate of \$253.21 per hour 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 compensation shall be paid for this coverage. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts reviews, education and training, and other activities

as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Medical Director, HOSPITAL Associate Chief Medical Officer, or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. The total amount payable under this paragraph shall not exceed \$243,078.60 per fiscal year.

5. Night Call: CONTRACTOR shall invoice AGENCY at the rate of \$416.80 per night for eight hours of call coverage when there is no onsite psychiatrist, up to a maximum of 2,920 hours of coverage per fiscal year. The total amount paid under this paragraph shall not exceed \$152,132 per contract year.
6. Administrative Services: CONTRACTOR shall invoice AGENCY a monthly amount of \$41,594 for administrative and overhead costs. The total amount paid under this paragraph shall not exceed \$499,128 per fiscal year.
7. AGENCY shall waive any Medical Staff application fees or costs incurred by CONTRACTOR in the Medical Staff application process.
8. 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.
9. 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 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.
10. CONTRACTOR will devote 365 days a year, seven 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.
11. 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 associated with that/those item(s) shall be subtracted, as appropriate, from the total fees that are to be paid in the subsequent month.

12. 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 HOSPITAL Chief Executive Officer or HOSPITAL Medical Director. The AGENCY shall pay no interest on any payment which has been withheld in this manner.
13. 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.
14. The maximum amount to be paid under this Agreement for the period of February 1, 2022 through June 30, 2023 is \$6,776,666.58 and \$4,783,529.35 per any fiscal year thereafter.