

**FIRST ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS FIRST ADDENDUM is to that Contract for Services entered into on July 6, 2021, by and between the County of Siskiyou (“County”) and Les Hall, Sole Proprietor (“Contractor”) and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Contract will expire on June 30, 2023, and services continue to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract.

WHEREAS, the Scope of Services, Attachment “A”, shall be deleted and replaced in its entirety with the new Exhibit “A”, Scope of Services, attached hereto and hereby incorporated by reference.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract, Contract Term shall be amended to extend the term of the Contract through June 30, 2028.

Paragraph 3.01 of the Contract, Scope of Services shall be deleted and replaced in its entirety with the new Exhibit “A”, Scope of Services, attached hereto and hereby incorporated by reference.

Paragraph 4.01 of the Contract, Compensation and Reimbursement, shall be amended to add an additional Five Hundred Forty Thousand Dollars and No/100 cents (\$540,000.00), to increase the compensation payable under the Contract to an amount not to exceed Seven Hundred Thousand Dollars and No/100 cents (\$700,000.00).

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this FIRST addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

ED VALENZUELA, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Les Hall
Sole Proprietor

Date: 3/7/2023

DocuSigned by:
Les Hall

Les Hall, Sole Proprietor

License No.: N/A
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On File

ACCOUNTING:

<u>Fund</u>	<u>Org</u>	<u>Account</u>	<u>FY 21/22</u>	<u>FY 22/23</u>
2121	401015	723000	\$100,000.00	\$100,000.00
<u>FY 23/24</u>	<u>FY 24/25</u>	<u>FY 25/26</u>	<u>FY 26/27</u>	<u>FY27/28</u>
\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00

Encumbrance number (if applicable): E2200167

If not to exceed, include amount not to exceed: \$700,000.00

EXHIBIT A

SCOPE OF SERVICES

For Services at: Siskiyou County Health and Human Services Agency – Public Health Division (FACILITY)

1. Scope of Services

Contractor will provide the following services at the Siskiyou County Health and Human Services – Public Health Division (FACILITY):

- A. Contractor will assist the County with the creation, submission, and maintenance of the Medi-Cal Administrative Activities (MAA) Operational Plan(s) and quarterly MAA Invoices to Department of Health Care Services (DHCS), in accordance with the federal and state guidelines. In addition, the Contractor will provide information requested by county, state and federal agencies related to the Operational Plan and MAA Invoices. This assistance would include revenue offset methodology, direct charge vs. time survey results, and comparison of claimable staff.
 - B. Contractor will provide identified staff as determined by County and Contractor with MAA time survey training and other appropriate training, information and expertise to complete MAA time surveys, and an understanding of the MAA program activity codes.
 - C. Contractor will work with County to create annual Audit Binders and supporting documentation as outlined in state and federal regulations.
 - D. Provide support by phone or e-mail regarding services rendered.
 - E. Other duties and responsibilities as they arise.
2. Contractor will provide guidance, instructions and activity information regarding MAA standards and measures requirements daily, Monday through Friday, 8:00AM to 5:00PM Pacific Daylight Time to FACILITY except on the following holidays as listed below:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

3. Emergency Service

Contractor will provide FACILITY with an emergency phone number to contact in the event that the FACILITY needs to consult with the Contractor after normal business hours. The Contractor will answer related questions and assist the FACILITY in procedural issues.

4. Meetings, Teleconferences

Contractor shall conduct weekly or bi-weekly committee meetings and teleconferences with staff at FACILITY. These meetings and teleconferences will assist in meeting the current standards for MAA requirements.

5. Reports

Contractor will provide FACILITY with weekly or bi-weekly reports on MAA changes, updates and announcements in accordance with the Department of Health Care Services.

6. Compensation and Reimbursement

County agrees to pay any and all costs associated with the guidance, instructions and activity information from the Contractor at PO Box 146; Meadow Valley, CA 95956, at One Hundred Thousand Dollars and No/Cents (\$100,000.00) for FY 21/22, One Hundred Thousand Dollars and No/Cents (\$100,000.00) for FY 22/23, One Hundred Thousand Dollars and No/Cents (\$100,000.00) for FY 23/24, One Hundred Thousand Dollars and No/Cents (\$100,000.00) for FY 24/25, One Hundred Thousand Dollars and No/Cents (\$100,000.00) for FY 25/26, One Hundred Thousand Dollars and No/Cents (\$100,000.00) for FY 26/27, and One Hundred Thousand Dollars and No/Cents (\$100,000.00) for FY 27/28, with an amount not to exceed a total cost of Seven Hundred Thousand Dollars and No/Cents (\$700,000.00) for the term of the contract with the submission of original itemized receipts for reimbursable costs based on the payment grid specified in Exhibit "A".

7. Invoice

Contractor shall submit requests for payment only after DHCS has distributed payment to the County. Requests for payment shall be substantially in the form of an invoice. Payment shall be made within thirty (30) days of receipt of invoices from the Contractor to the County with approval and acceptance of the work by the County. Contractor will be notified by County of the date the MAA invoice was submitted to DHCS for payment and date payment was received by County to ensure timely submission. County shall reimburse Contractor for mileage and reasonable lodging expenses incurred by the Contractor in the performance of services hereunder.

Mileage and lodging expenses will be invoiced to the County with original receipts and documentation of mileage per the state lodging reimbursement rate and the IRS Federal Standard Mileage rate. Payment shall be made within thirty (30) days after the invoice is approved by the County.

PAYMENT GRID

8. For Services at: Siskiyou County Health and Human Services Agency – Public Health Division (FACILITY)

County shall pay Contractor as follows:

- a. **Base Contract Fee.** In consideration for the services performed by the Contractor, County agrees to pay a fee in the amount of 10% of the Medi-Cal Administrative Activities (MAA) reimbursement paid by Department of Health Care Services (DHC) for each MAA invoice prepared by Contractor. County agrees to pay for reasonable lodging expenses incurred by the Contractor with original itemized receipts and per the state lodging reimbursement rate and the County will pay for mileage expenses per the IRS Federal Standard Mileage rate.
- b. **Payment Method.** Contractor shall submit requests for payment only after DHCS has distributed payment to the County. Requests for payment shall be substantially in the form of an invoice. Payment shall be made within thirty (30) days of receipt of invoices from the Contractor to the County with approval and acceptance of the work by the County. Contractor will be notified by County of the date the MAA invoice was submitted to DHCS for payment and date payment was received by County to ensure timely submission. Documentation and verification of mileage per the IRS Federal Standard Mileage Rate shall be submitted with the applicable invoice. Payment shall be made within thirty (30) days after the invoice is approved by the County.
- c. **Authorization Required.** Services performed by Contractor and not authorized in this Agreement shall not be paid for by County.
- d. **Payment Grid**

Scope #	Program/Service Description	Unit Type	Rate	Total # Unit	Total
1	Mileage and Lodging	Actual Expenses not to exceed		TBD	\$ 35,000.00
1	MAA Program	Invoicing	10%	N/A	\$665,000.00
MAXIMUM CONTRACT AMOUNT*					\$700,000.00

*Contingent on the availability of funds and approval by the Board of Supervisors.