

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

THIS SECOND ADDENDUM is to that Contract for Services entered into on August 9, 2022 and amended on October 6, 2022 by and between the County of Siskiyou (“County”) and North American Mental Health Services, a Corporation (“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 Scope of Service, Exhibit A, needs to be revised to reflect additional duties.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

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

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, County and Contractor have executed this SECOND addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her 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: North American Mental
Health Services, a Corporation

Date: _____

Thomas Andrews, MD (Owner/CEO)

Date: _____

Benton Kinney, PA-C (Owner/CFO)

License No.: G79955
(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:
Fund Organization Account
2122 401030 723015

Encumbrance number: E2300281

Not to exceed:
FY 22/23 \$0.01 (Rate)
FY 23/24 \$0.01 (Rate)

Exhibit "A"

I. Scope of Services

A. Definitions

- 1) "Telepsychiatry" shall mean any mental health service provided remotely via the internet and any form of teleconferencing equipment and software that allows real-time audio and visual communication between Contractor and County's client and when permitted by law, also includes any and all telephone, fax, e-mail, and written communication necessary for Contractor to provide services to County's clients identified. At no point shall Contractor be asked or expected by County to provide mental health services of any kind to a client in violation of the California Telehealth Advancement Act of 2011, Assembly Bill 415, or Business & Professions Code Sections 2242, 2242.1 and 2290.5.
- 2) "Telepsychiatry Provider" shall mean Psychiatrists providing telepsychiatry services operating as subcontractors to Contractor.
- 3) "Teletherapy" shall be defined as providing mental health Screening, Assessment, Individual Therapy, Collateral Services, participation in Team meetings, and Child and Family Team meetings. Services shall be provided remotely via the internet or any other form of electronic communication.
- 4) "Telemedicine" shall be defined as providing Telemedicine Medical Assistant services.

- B. Telepsychiatry contractor shall provide all necessary psychiatric medication management care via telepsychiatry during hours mutually agreed upon by County and Contractor. Should County and Contractor be unable to mutually agree on hours of service, this agreement shall be terminated by County immediately upon written notice to Contractor. Contractor shall consult with County Behavioral Health staff. During telepsychiatry sessions, time shall be scheduled for Contractor to provide medical consultation to County nursing staff to include, but not limited to, client/patient follow-up questions, medication side-effect issues, and medication changes and refills.

Contractor agrees to provide teletherapy treatment for persons identified and scheduled by County. Perform comprehensive assessments to determine medical necessity and level of service. Collaboratively create a treatment plan or problem list with the client and update it at least annually and as needed. Conduct ongoing individual therapeutic sessions, Collaborate with a team to identify appropriate ancillary services. Therapist is responsible for determining the appropriate level of service and making referrals to a lower level of care when appropriate.

Contractor agrees to provide Telemedicine Medical Assistant services for persons identified and scheduled by County. Remote connection with County's contracted Medical Provider and "sit in" on appointments as support staff, input notations into the Electronic Health Record (.EHR), insert Medication refill requests into .EHR, complete TAR/PA as needed, Coordinate with nursing support staff for Medication Consent and other forms to be signed by patient in office, Coordinate with Health Assistants (HA) for follow-up appointments, and obtain lab results, records, ROIs, and other Telemedicine Medical Assistant nursing support services as needed.

- C. Contractor shall provide all client services documentation to County within three (3) business days. All documentation is to meet or exceed Medi-Cal standards.
- D. Medication support services are the only psychiatric services Contractor or telepsychiatry providers are authorized to provide.
- E. Contractor, telepsychiatry, teletherapy, and telemedicine providers may be asked to serve clients of any age, including children ranging in age from 5 years old to 18 years old.
- F. Contractor, telepsychiatrist, teletherapist, and telemedicine may be required to telephonically testify as a witness for cases that are court-involved.
- G. Contractor will not be required to provide any supervision and/or on-call duties.
- H. Contractor shall provide necessary telecommunication equipment for telepsychiatry, teletherapy, and telemedicine sessions at Contractor's principal place of business.
- I. County shall provide necessary telecommunication equipment for all telehealth sessions at County's facilities.
- J. County understands that by the nature of telehealth services, the interface between Contractor and the County and County's clients is completely dependent upon the ability to connect through the internet and teleconferencing equipment and software, and County agrees to provide at no cost to Contractor, IT support staff able and willing to maintain the operational functionality of said internet connection and teleconferencing equipment and software on site at the County to ensure continuity of care and to minimize disruption in service delivery.
- K. County shall provide Contractor with the same active County employee staff that would be allotted to a mental health provider employed by the County, including, but not limited to clerical, receptionist, scheduling, nursing, records maintenance, and information technology.
- L. By virtue of its efforts over time, Contractor has developed networks of independently contracted behavioral healthcare providers, an innovative business model and innovative relationships and agreements with providers and organizations (Collectively referred to as Contractor's "Proprietary Information and Trade Secrets"). Contractor's Proprietary Information and Trade Secrets are seen as essential assets of Contractor's telepsychiatry business model. For both parties to efficiently perform under this Agreement, Contractor must give County access to components of Contractor's Proprietary Information and Trade Secrets. County recognizes the resources Contractor expends and the intrinsic risks Contractor incurs in developing its contracts to provide its services to County. County acknowledges that Contractor has a legitimate and legally-protectable interest in all Proprietary Information and Trade Secrets owned by Contractor, and, thus, County agrees not to use any of Contractor's Proprietary Information and Trade Secrets at any time except in the furtherance of Contractor's sole interests and in accordance with the terms of this Agreement.
- M. Except as it may conflict with laws regarding continuity of care, patient abandonment or unfair competition, County agrees that, while County is in a relationship with Contractor and for a period of one (1) year immediately after termination of such relationship for any

reason, County will not, either directly or indirectly, for County or any other person or entity do any of the following:

- 1) Do business with any of Contractor's employees or independent contractors providing professional services on behalf of Contractor during said period.
- 2) Employ, solicit for employment, or otherwise hire or engage, any employee or consultant of Contractor who is employed or engaged by Contractor at the time of County's relationship with Contractor; or publish or cause to be published any statement or opinion to any representative of the media or press, relating to the business, affairs, finance, officers, director, employees, patients, or clients of Contractor without previously having obtained written authorization of Contractor's executive management.

Additional Programs and Education

- N. **PRESCRIBER TRAINING:** North American Mental Health agrees to provide prescribers psychiatric medication training. County shall provide up to 3 hours per 1 hour training for during normal scheduled hours for preparation..

II. Compensation

- A. Contractor shall be compensated only for services provided which are approved by the County.
- B. Claims for payment must be submitted within thirty (30) days after the month in which services were provided.
- C. County shall compensate Contractor at the following rates:

Psychiatrist Services	\$260.00 per hour
Mid-Level Practitioner Services (Pas, NPs)	\$220.00 per hour
Licensed Clinician	\$150.00 per hour
Telemedicine Medical Assistant	\$40.00 to \$60.00 per hour

Reimbursement for travel will be paid at \$110.00 per each half hour of travel to County's Mt. Shasta or Yreka facilities.

- D. Service time for telepsychiatrists will include one extra hour per day added to each day of service to allow for documentation, prescriptions, refills, etc. Any services requested by County and scheduled by Contractor are payable as scheduled regardless of whether the patient subsequently cancels or does not show up for the appointment, unless Contractor is provided with due notice of the cancellation allowing Contractor, in good faith, to recoup the costs incurred in arranging for the initially requested services.
- E. Service time for teletherapist will include all direct service with clients and time spent on behalf of the client and may also include the time spent actively testifying or participating in any Court discussion regarding cases directly worked upon. The reimbursement rate for Court time will be \$150.00 per hour.
- F. Service time for telemedicine will include all direct service with clients and time spent on behalf of the client and may also include the time spent actively testifying or participating

in any Court discussion regarding cases directly worked upon. The reimbursement rate for Court time will be \$60.00 per hour.

- G. The rate paid by County to Contractor is inclusive of all expenses incurred by Contractor while providing services pursuant to this agreement. County is not obligated to pay Contractor any additional sums for any expenses incurred by Contractor during the term of this agreement.
- H. Teletherapist contractor is required to provide evidence of annual completion for all Compliance requirements requested of them and three Cultural Competence trainings.
- I. Contractor is not expected to bill any third-party payers, including Medicare, before requesting payment from the County. Contractor shall not seek payment from any other source and shall not seek compensation directly from County's clients.
- J. Upon request, Contractor shall provide County with required records for billing verification purposes as provided by this agreement, and all records shall provide all information necessary for County to receive payment or reimbursement from Medi-Cal.
- K. Contractor shall submit completed claims to County within thirty (30) days after the month in which services were provided. For purposes of this section, a valid claim means one submitted in the format of HCFA 1500 or a County acceptable format, containing correctly entered information, sufficient to document that an authorized service was provided to an authorized client by Contractor.
- L. County is responsible for billing Medi-Cal and collecting from Medi-Cal or any other appropriate entity. In the event that Contractor is set up to bill directly through the County's Anasazi system, County will no longer require Medi-Cal detail to accompany invoices.

III. Compliance and Audits

Contractor shall ensure that all services and documentation shall comply with all applicable requirements in the DHCS-MHP Contract No. 17-94617 located at:
<http://www.co.siskiyou.ca.us/content/behavioral-health-services-division>.

- A. Contractor shall comply with all applicable Medicaid laws, regulations, and contract provisions, including the terms of the 1915(b) Waiver and any Special Terms and Conditions.
- B. Contractor shall be subject to audit, evaluation, and inspection of any books, records, contracts, computer or electronic systems that pertain to any aspect of the services and activities performed, in accordance with 42 CFR §§ 438.3(h) and 438.230(c)(3).
- C. Contractor shall make available, for the purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to Medi-Cal beneficiaries.
- D. Should the State, CMS, or the HHS Inspector General determine that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Contractor at any time.

- E. County will monitor performance of Contractor on an ongoing basis for compliance with the terms of the DHCS-MHP Contract. Contractor's performance shall be subject to periodic formal review by County.
- F. Contractor and any of its officers, agents, employees, volunteers, contractors, or subcontractors agree to consent to criminal background checks including fingerprinting when required to do so by DHCS or by the level of screening based on risk of fraud, waste, or abuse as determined for that category of provider.
- G. Contractor shall allow inspection, evaluation, and audit of its records, documents, and facilities, and those of its subcontractors, for 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later.
- H. Should Contractor create a Federal or State audit exception during the course of the provision of services under this agreement, due to an error or errors of omission or commission, Contractor shall be responsible for the audit exception and any associated recoupment. Should a Contractor-caused audit exception result in financial recoupment, County shall invoice Contractor for the associated amount and Contractor shall reimburse County the full amount within 30 days. The County will not offset future billings for repayment under this agreement.
- I. All provisions in this section shall survive the termination, expiration, or cancellation of this agreement.

IV. Contract Amendments

Contractor and County may mutually agree to amend the rates and/or services in this contract during the term of this contract. Contractor must submit in writing the proposed new rates and/or services.