

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

THIS FIRST ADDENDUM is to that Contract for Services entered into on September 12, 2022 by and between the County of Siskiyou (“County”) Thomas Milam MD, Inc. DBA Iris Telehealth Medical Group (“Contractor”) 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 the addition of the primary care provider training and solution focused therapy continuing education; and

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, Exhibit “A, attached hereto and hereby incorporated by reference.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, County and Contractor have executed this FIRST 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

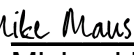
CONTRACTOR: Thomas Milam MD,
Inc. DBA Iris Telehealth Medical Group

Date: 3/21/2023

DocuSigned by:


Tom Milam, MD, President

Date: 4/11/2023

DocuSigned by:


Michael Maus, Chief Growth Officer

License No. A132071
(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. 82-3433009

ACCOUNTING:

Fund	Organization	Account	ACTV
2122	401030	723015	
2129	401031	723000	163
2134	401100	723000	
2135	401130	723000	

Encumbrance number: E2300328

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

Exhibit "A"

I. Scope of Services

Telepsychiatry

- A. Contractor agrees to provide tele-psychiatric treatment for persons identified and scheduled by County. Patient scheduling during the agreed upon hours of service will occur in thirty (30) minute sessions for returning and known patients and sixty (60) minute sessions for new County patients and psychiatric evaluations. Clinicians will also receive thirty (30) minutes of administrative time each day. Clinician shall provide required documentation of services in the County Electronic Medical Record (EMR) system.
- B. Contractor agrees to provide supervision of clinician providing services detailed in paragraph A.

Telehealth

- C. Contractor agrees to provide tele-therapy treatment for persons identified and scheduled by County. Perform comprehensive assessments to determine medical necessity and level of service. Collaboratively create a treatment plan 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 Initial therapy appointments will be scheduled for sixty (60) minute sessions.

Services described in this addendum shall not supersede the Service Summary Agreement (Attachment A1), however will be reflective of the scope included in this agreement. Medical Director services to County may be provided as related to Drug Medi-Cal (DMC) Program, Title 22 of the California Code of Regulation, Section 51341.1(b)(28). These services shall occur during the typical work week (Monday-Friday, 8AM–5PM (local time), unless otherwise mutually agreed upon and shall include, but not necessarily be limited to the following:

Medical Director

- D. 1.) Contractor shall review Substance Use Disorder (SUD) program beneficiary's Personal, medical, and substance abuse history **within thirty (30) calendar days** of the beneficiary's admission to treatment date.
- 2.) The Contractor shall evaluate each beneficiary whether the beneficiary has a Substance Use Disorder (SUD) **within thirty (30) calendar days** of the beneficiary's admission to treatment. The diagnose shall be based on the applicable diagnostic code from the **Diagnostic and Statistical Manual of Mental Health Disorders Edition 5 (DMS-5)**. The Contractor shall document the basis for the diagnosis in the beneficiary's individual patient record.

As an **alternative**, the therapist, physician assistance or nurse practitioner shall evaluate each beneficiary to diagnose whether the beneficiary has a Substance Use Disorder **within thirty (30) calendar days** of the beneficiary's admission date to treatment. The diagnose shall be based on the applicable diagnostic

code from the DMS-5. The individual who performs the diagnosis shall document the basis of the diagnosis in the beneficiary's individual patient record. **The physician shall document approval of each beneficiary's diagnosis that performed by a therapist, physician assistant or nurse practitioner by signing and dating the beneficiary's treatment plan.**

3.) For each beneficiary, **no sooner than five (5) months and no later than six (6) months** after the beneficiary's admission to treatment date or the date of completion of the most recent justification for continuing services, the Contractor shall **determine whether continued services are medically necessity**. The determination shall be **documented by the contractor** in the beneficiary's individual patient record and shall include documentation of the following:

- * The beneficiary's personal, medical and substance use history.
- * Documentation of the beneficiary's most recent physician examination.
- * The beneficiary's progress notes and treatment plan goals.
- * The therapist or counselors recommendation(s).
- * The beneficiary's progress.

If the physician determines that continuing treatment services for the beneficiary is not medically necessary the provider shall discharge the patient from treatment.

4.) If a beneficiary had a physical examination **within the twelve (12) month period prior to the beneficiary's admission** date to treatment then the Contractor shall review documentation of the beneficiary's most recent physical examination **within thirty (30) calendar days** of the beneficiary's admission to treatment date. If a provider is unable to obtain documentation of a beneficiary's most recent physical examination, the provider shall describe the efforts made to obtain this documentation in the beneficiary's individual patient record.

If the Contractor has not reviewed the documentation of the beneficiary's physician examination as provided for in the above paragraph (Section E) then the provider shall **include in the beneficiary's initial and updated treatment plans the goal to obtain physical examination until the goal has been met.**

5.) The Contractor shall **review the initial treatment plan and updated treatment plans** to determine whether the services are medically necessary. If the Contractor determines the services in the initial treatment plan and updated treatment plans are medically necessary, the Contractor **shall type or legibly print their name, and sign and date the treatment plan and updated treatment plans within fifteen (15) calendar days of the signature by the therapist or counselor.**

II. Compensation

- A. 1.) Tele-psychiatry Services: Contractor shall bill County for services, which will occur for a minimum of 24 hours per week on a mutually agreed upon schedule. Tele-psychiatry Services provided by an adult psychiatrist will be invoiced at a rate of \$225-250 per hour. Tele-psychiatry Services provided by a child/all-age psychiatrist will be invoiced at a rate of \$230-265 per hour. Tele-psychiatry Services provided by a nurse practitioner will be invoiced at a rate of \$145-175 per hour. For a Spanish speaking clinician, an additional charge of \$10 per hour will be added to the rate. The Contractor will submit an original detailed invoice, monthly, specifying dates and hours when services were rendered.

1.) Supervision: Contractor shall bill County for clinical supervision at a rate of \$210.00 per hour.

2.) Tele-therapy Services: Contractor shall bill County for services, which will occur for a minimum of 40 hours per week on a mutually agreed upon schedule. Tele-therapy Services provided by a Licensed Therapist will be invoiced at a rate of \$105-120 per hour. For a Spanish speaking clinician, an additional charge of \$10 per hour will be added to the rate. The Contractor will submit an original detailed invoice, monthly, specifying dates and hours when services were rendered

LCSW Discount Structure:

Licensed Therapy Volume	Discount <i>(discount will be adjusted if partner/clinician notice reduces number of clinicians providing services)</i>
3-9 LCSWs	5% discount to all LCSW services once 3 rd clinician has begun providing services
10-19 LCSWs	7% discount to all LCSW services once 10 th clinician has begun providing services
20+ LCSWs	9% discount to all LCSW services once 20 th clinician has begun providing services

Notwithstanding the foregoing, Iris Telehealth may make market-based updates/adjustments to the rate schedule set forth under Compensation from time to time by providing County with ninety (90) days' prior written notice thereof. Any compensation in addition to compensation set forth herein would be made by mutual agreement between County and the Contractor.”

The parties acknowledge and agree that on each January 1 during the term of this Agreement, the hourly rates set forth on Exhibit A shall be adjusted by increasing the applicable hourly rates charged during the calendar year immediately preceding the upcoming calendar year by 3.2%, to allow for cost of living adjustments and merit increases for the provider; provided that the applicable hourly rates shall be adjusted on the initial January 1 of the term of this Agreement only if Contractor has provided clinical services to County’s patients for at least a one hundred eighty (180) day period. Iris agrees to hold off on rate increases until January 1, 2023.

- B. If requested, Clinician may be able to travel on-site to County at mutually agreed upon dates. Contractor shall bill County for the on-site trip (including travel time and all travel costs including flights, rental car, lodging, meals, etc.). Contractor shall be compensated by County for travel expenses at cost. Contractor shall provide original itemized receipts for travel expenses and supporting documentation for any mileage (mileage at current IRS rate). Contractor shall be reimbursed per County policy for meals with documented date and time of departure and return. This shall be paid in addition to any clinical or administrative time that clinician provides to County during said visit.
- C. County agrees to pay this hourly rate to Contractor during periods when telecommunications equipment failure and/or internet access interruption is due to factors originating from County’s location. Contractor agrees to not bill County when telecommunications equipment failure and/or internet access interruption is due to factors originating from the location of the Contractor’s Clinician.

- D. Any time required by County for onboarding, including, but not limited to, orientation and training in County's EMR, shall be billed at the same rate as services billed for that clinician.
- E. County may purchase tele-psychiatry equipment from Contractor at a price mutually agreed upon in writing. Additionally, County may request that Contractor perform a site-visit and provide on-site training and equipment installation at a mutually agreed upon fee. County may request that Contractor provide ongoing technical support for tele-psychiatry equipment at a mutually agreed upon rate.

III. Additional Programs and Education

- A. **PRIMARY CARE PROVIDER TRAINING PROGRAM:** Iris agrees, with provider agreement, for providers to participate in the primary care provider training program. County shall provide up to 3 hours of preparation time during normal scheduled hours, for providers participating in this initiative.
- B. **SOLUTION FOCUSED THERAPY PROGRAM:** Iris agrees to cover 16 hours per therapy provider participating in solution focused therapy continuing education. County agrees to cover registration for providers participating in program. Program to take place during normal scheduled provider time.

IV. 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:
https://www.co.siskiyou.ca.us/sites/default/files/fileattachments/behavioral_health/page/1381/bhs-20180905_specialty_mental_health_service_agreement.pdf

- 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.

V. Contract Amendments

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

Attachment "A1"

Date: July 9th, 2021

1. LOCATION	
State:	California
Setting:	Outpatient
Sites:	Yreka, Mount Shasta
2. CLINICIAN CERTIFICATIONS	
NP/MD/DO/LCSW:	MD
Board Requirements:	Board Certified or Board Eligible
Suboxone Waiver:	Not needed
3. PATIENT POPULATION	
Ages/Ratio:	Adult
Diagnoses:	Anxiety. Depression. SMI. PTSD. Schizophrenia. Bi-Polar. Chronic & Persistently Mentally Ill.
Referral Sources:	
How Patients are Seen (phone, video from home, video from clinic, etc.):	
Languages:	None
4. WEEKLY SCHEDULE	
# of Hours:	Outpatient = 16 hrs SUD Program = 1-2 hr – Will fluctuate each week depending on clinic need and Dr Johnson's availability.
Days of Week and Scheduled Hours per Day:	Outpatient – Thu / Fri – 8hrs per day SUD – Mondays (1 Hr) Varies / Wednesdays (1 hr) 8:00 – 9:00 am Pacific
Business Hours (Include Time zone):	8:00 am – 5:00 pm Pacific. Last patients seen at 4:30 pm
5. DAILY SCHEDULE	
Initials:	60 min
Follow-Ups:	30 min
Transfers:	30-60 min. Depends on complexity of patient.
Administrative Time:	60 min per day. 30 min at beginning and 30 min at end.
Lunch:	12:00 – 1:00 pm Pacific
No-Show Rate:	15-20%
Number of Intakes & Total Patients/Day:	Outpatient – 12-14 per day SUD – No Intakes. No patients. Will meet with review patient health assessments, treatment plans, confirm diagnoses meets program criteria.
6. ONSITE WRAP-AROUND SERVICES & COMMUNITY RESOURCES	
On site case managers, therapists, crisis team.	
7. PRESCRIBING	
Controlled Substance Policy/Philosophy:	Conservative. Ultimately at discretion of provider.
Injectables:	On site.
8. TECHNOLOGY:	
EMR:	Cerner-Anasazi
E-Prescribing:	MD Toolbox (Iris Account)
Video:	VSee
9. TIMELINE TO START	
Facility Credentialing Timeline:	Complete
Payer Approval Requirements:	Complete
Licensing:	Complete
Target Start:	ASAP
10. ADDITIONAL RESPONSIBILITIES:	
SUD Medical Director:	
Supervision:	No
Other Details:	None