

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

THIS FIRST ADDENDUM is to that Contract for Services entered into on June 22, 2022 by and between the County of Siskiyou (“County”) and Imagine Medical Group, PC (“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 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: Imagine Medical Group, PC

Date: 3/27/2023

DocuSigned by:
Dr. Liberty Eberly
Dr. Liberty Eberly, Chief Medical Officer

Date: 5/9/2023

DocuSigned by:
Dr. Robert Wilson
Dr. Robert Wilson, Senior VP of Clinical Quality

License No. 4786895
(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. 87-2635713

ACCOUNTING:

Fund	Organization	Account	FY21/22	FY22/23	Total
2122	401030	723015	\$27,200.00	\$176,800.00	\$204,800.00

Encumbrance number: E2300442

Not to exceed:

FY 21/22 \$0.01 (Rate)
FY 22/23 \$0.01 (Rate)

Exhibit "A"

I. Scope of Services –

Imagine Medical Group, PC, supplied personnel shall comply with Behavioral Health Division policies, procedures, and protocols; meet or exceed administrative expectations; and perform clinical duties in accordance with professional standards and Behavioral Health Division's scope of practice. Supplied Personnel shall adhere to the chain of command in place at the Behavioral Health Division (e.g., to report to the Health and Human Services Agency Director or his or her designee). Imagine Medical Group, PC, and supplied personnel shall cooperate with all audits, surveys, reviews, and inspections as requested. At any time during the term of this Agreement, Imagine Medical Group, PC, shall fully cooperate with financial, program, or service reviews conducted by the Behavioral Health Division or other regulatory entities

- A. **SPECIALIZED SERVICES** – Imagine Medical Group, PC, through its pool of independently contracted providers, will furnish County of Siskiyou with independently licensed Therapists to provide Outpatient Services. Personnel shall round to the nearest 15-minute interval; round down if within the first 7 minutes of the interval; round up if within the last 7 minutes of the interval. The service schedule will be Pre-Scheduled Block Hours. Therapist is responsible for performing the following Specialized Services for the County:
- Administrative Services:
- Participate in
 - o Required training
 - o Mandatory meetings
 - o Patient staffing
 - o Other required non-clinical activities
- B. **COUNSELING SERVICES** - County shall pay Imagine Medical Group, PC, a fixed dollar amount for services rendered to Eligible Persons by Therapists for services provided under Tele-Psychiatry.
- Assess and evaluate Adults/Adolescents/Children experiencing symptoms of a behavioral health disorder
 - Conduct psychotherapeutic treatments to treat mental, emotional, or behavioral disorders
 - Design/participate in the development of individualized service plans, using a variety of treatments
 - Collaborate with physicians, advanced practice registered nurses, psychologists, social workers, nurses, educators, or other professionals to optimize patient care
 - Prepare and submit assessments, progress notes, reports, and/or summaries in accordance with clinic requirements
- C. **TRAINING** – County shall provide Therapists with access to all applicable policies, procedures, protocols, formularies, and clinical guidance documents. County staff shall educate and/or train Supplied Personnel on any material deemed necessary to perform both the duties of their position and to function appropriately within the County's environment. Education and or/training of Supplied Personnel shall include, but should not be limited to, how to utilize County's Electronic Health Record (EHR) system technology when applicable. County shall compensate Imagine Medical Group, PC, for the time Supplied Personnel spend participating in County-required training/orientation activities. This includes EHR training, if applicable. Supplied Personnel are responsible for obtaining and paying for, training required to maintain professional licensure / certification. Training rates are equal to block hourly rates of Supplied Personnel and will be rounded to the nearest quarter hour.
- D. **SOLUTION FOCUSED THERAPY PROGRAM:** Imagine agrees to cover 6 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.

E. CLINICAL DOCUMENTATION - County shall provide Imagine Medical Group, PC, information outlining County's performance standards and required performance thresholds including, but not limited to,

1. Expectations regarding the pace at which patients should be scheduled
2. Expectations related to timeliness of documentation (e.g., notes due within 24 hours patient's appointment, etc.)

Supplied Personnel will complete and submit clinical documentation to County in a timely manner. County Organization agrees to monitor data validation and immediately inform Supplied Personnel and Imagine Medical Group, PC, of any deficiencies. Imagine Medical Group, PC, is not responsible for requiring Therapists to correct any deficiency reported more than 90 days after the date of service. If County fails to provide performance data on a regular and timely basis, Supplied Personnel cannot be expected to improve deficiencies should they occur.

F. PRACTITIONER PERFORMANCE – At least quarterly, the County of Siskiyou will inform Supplied Personnel directly if he or she is not performing as expected. If, after directly communicating concerns and expected actions, Supplied Personnel fails to remedy expressed concern(s), Siskiyou County will inform Company. Company will work with both parties to develop a plan of correction suitable to both parties, which may involve replacing Supplied Personnel.

G. COMPLIANCE – Imagine Medical Group, PC and Supplied Personnel will cooperate with all audits, surveys, reviews, and inspections as requested by County or other regulatory entity.

A. At any time during the term of this Agreement, Company shall endeavor to provide:

1. Access to Supplied Personnel
2. Access to, inspection and reproduction of books and records related to the performance of the Agreement.

B. Supplied Personnel will be unable to provide copies of any clinical documentation as all documentation is incorporated into the patient's medical record, which is maintained at or by the County.

C. Organization attests to being familiar with the terms, conditions, and requirements of each payer source relating to the ability to be reimbursed for services provided via interactive tele-video communication. Organization also attests to familiarity with applicable state and federal laws presently in effect or hereinafter enacted, and all terms and conditions of the policies and procedures to provide and be reimbursed for covered services. County retains responsibility for monitoring Supplied Personnel in terms of adherence to standard practice guidelines and regulatory requirements and for obtaining reimbursement through third-party payers.

II. Compensation

A. Contractor shall bill County for services, which will occur for a maximum of 40 hours per week. Tele-Psychiatry Services provided by a Licensed Therapist will be invoiced at a rate of \$85.00 per hour. The Contractor will submit original detailed invoices specifying dates and hours when services were rendered on a monthly basis.

Practitioner Type	Hourly Rate
Independently Licensed Therapist (e.g., LCSW, LISW, LPC, LMFT, etc.)	\$85.00

- B. 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.

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:

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 anytime.
- 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, in writing, to amend the rates and/or services in this contract during the term of this contract.

