

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

THIS FIRST ADDENDUM is to that Contract for Services entered into on December 5, 2023, by and between the County of Siskiyou ("County") and Dr. William E. Lofthouse ("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 changes to Section B Payment.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph B Payment 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 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: \_\_\_\_\_

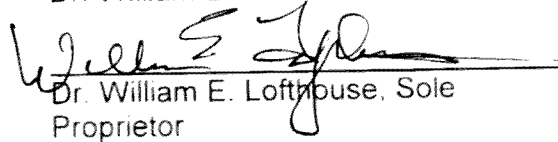
\_\_\_\_\_  
MICHAEL N. KOBSEFF, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

By: \_\_\_\_\_  
Deputy

CONTRACTOR:  
Dr. William E. Lofthouse

Date: 11/11/2024

  
\_\_\_\_\_  
Dr. William E. Lofthouse, Sole  
Proprietor

License No.: G8564  
(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>Organization</u>	<u>Account</u>
2111	401081	723000

Encumbrance number (if applicable): E2400440

If not to exceed, include amount not to exceed: FY 23-24 \$0.01 (Rate)

## Exhibit "A"

### I. Scope of Services

#### A. Psychiatric Oversight for Psychiatric Mental Health Nurse Practitioner (PMHNP) Stephanie Peterson (Wayshower, LLC)

1. Contractor shall provide all necessary psychiatric oversight, including medication management care and monthly chart review during hours mutually agreed upon between Director or her designee and Contractor.
2. Contractor shall provide all client services at the jail in the event of emergencies or requested time off by PMHNP.
3. Contractor shall be required to provide all oversight but not supervision of PMHNP.
4. Contractor may be asked to provide consultation services to community primary care physicians.
5. Contractor may be asked to conduct peer chart review.
6. Contractor shall provide limited emergency on-call services upon mutual agreement.
7. Contractor shall provide and maintain their telehealth equipment, including a working fax machine, when working remotely in the event of an emergency.
8. Contractor shall not store any private health information (PHI) while working remotely or in transport.
9. Contractor shall agree to and comply with Siskiyou County Health and Human Services Agency in the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) as referenced in section 5.21 above.
10. Contractor must obtain and maintain a security clearance from the County Sheriff in order to provide services within the County Jail.
11. Contractor is responsible for providing their own medical malpractice insurance plan and provide services within the County Jail.

### II. Compensation

#### A. Conditions for Payment

Claims for payment must be submitted within thirty (30) days after the month in which services were provided. Claim must identify hours spent at the Siskiyou County Jail.

## B. Payment

1. County shall pay Contractor for rendering covered services at the rate of Five Hundred and No/100 Dollars (\$500 00) per month.
2. Oncall services may also be utilized, and Contractor agrees to have a clinician available via phone or video within 60 minutes of County requesting Oncall services. County agrees to pay Contractor when an oncall video call is requested, at a rate of **\$260** per psychiatrist video call.
3. For oncall telephone call services, County agrees to pay Contractor at a rate of **\$260** for psychiatrists, pro-rated for 10-minute increments with a minimum of 10-minutes applying per call. County agrees to pay Contractor a minimum of \$43 30 per phone call to psychiatrist.
4. 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.
5. 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, at no time, seek compensation directly from County's clients.

## C. Claims

Contractor shall track hours worked for the County and submit to the Public Health program manager at least monthly. The contractor shall sign a claim form provided by Public Health Division, which identifies the reporting period, total number of hours worked, rate and total amount due to contractor.

## III. Compliance and Audits

- 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. 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.
- C. Contractor and any of its officers, agents, employees, volunteers, contractors, or subcontractors agree to consent to criminal background checks including fingerprinting when required by the Siskiyou County Sheriff's Office.

- D 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.
- E. 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.
- F 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 at the beginning of each fiscal year during the term of this contract.