

#### **4<sup>th</sup> ADDENDUM TO CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR**

THIS 4<sup>th</sup> ADDENDUM is to that Contract for Services entered into on July 21, 2022, and as amended on June 6, 2023, and June 19, 2024, and October 29, 2024, between the County of Siskiyou ("County") and Michael Brown, MSW, LCSW, a 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 expires on June 30, 2025, and services continue to be required after that date; and

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

WHEREAS, the Scope of Service, Exhibit A, needs to be revised to include billing increment language in Section II, Part 3;

WHEREAS, the General Liability minimum coverage has increased in the Contract in Section 5.06;

WHEREAS, the Professional Liability minimum coverage has increased in the Contract in Section 5.10;

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.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3.01 of the Contract for Services shall be amended to extend the term of the Contract through June 30, 2026.

Paragraph 4.01 of the Contract, Compensation, shall be amended to add FY 25/26 for an additional SEVENTY-ONE THOUSAND AND NO/100 DOLLARS (\$71,000.00), to increase the compensation payable under the Contract to an amount not to exceed ONE HUNDRED EIGHTY-NINE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$189,800.00).

Paragraph 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.

Paragraph 5.06 of the Contract, General Liability insurance, shall increase from \$1,000,000.00 to \$2,000,000.00.

Paragraph 5.10 of the Contract, Professional Liability insurance, shall increase from \$1,000,000.00 to \$2,000,000.00.

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

**(SIGNATURES ON FOLLOWING PAGE)**

**In Process**

IN WITNESS WHEREOF, County and Contractor have executed this 4th 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: \_\_\_\_\_

\_\_\_\_\_  
NANCY OGREN, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

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

CONTRACTOR: Michael Brown, MSW,  
LCSW, a Sole Proprietor

Date: 5/21/2025  
\_\_\_\_\_

\_\_\_\_\_  
Michael Brown  
Michael Brown, MSW, LCSW

License No.: LCSW27873  
(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	FY 22/23	FY23/24	FY24/25	FY25/26
2134	401100	723000	\$31,500	\$39,800	\$45,000	\$70,000
2135	401130	723000	\$ 500	\$ 1,000	\$ 1,000	\$ 1,000
			\$32,000	\$40,800	\$46,000	\$71,000

Encumbrance number (if applicable): E2400108

If not to exceed, include amount not to exceed: \$189,800

*If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.*

## **Exhibit “A”**

### **I. Scope of Services –**

Michaele Brown, MSW, LCSW, (“Contractor”) agrees to provide Licensed Practitioner of the Healing Arts (LPHA) services as needed to Siskiyou County Health and Human Services Agency, Behavioral Health Division, (“County”) as related to the Drug Medi-Cal (DMC) Program, Title 22 of the California Code of Regulations, Section 51341.1(b)(28), and in accordance with Attachments A1 and A2.

1. Contractor, as LPHA, shall review and approve, by signature, all assessments, treatment plans, discharge plans, and additional records as may be required by State of California Department of Health Care Services, Drug-Medi-Cal, Partnership, and other oversight partners.
2. Contractor will review assessments, face-to-face, with SUD Counselors to determine medical necessity of DMC-ODS clients. Only the Medical Director or LPHA may diagnose and determine medical necessity which requires a valid SUD diagnosis and meets the ASAM Medical Necessity criteria.
3. Contractor will review, approve, and sign Treatment plans within 15 days of being signed by SUD counselor. Contractor, as LPHA, may sign their own Treatment Plan.
4. Contractor will review completed justification forms recommending continued services made by staff for medical necessity. The LPHA will determine the need to continue services based on personal, medical, and substance use history, Documentation of the client’s most recent physical exam, Treatment Plan goals and progress notes, the provider’s recommendation and the beneficiary’s prognosis.
5. Contractor shall maintain professional licensure as an LPHA.
6. Contractor shall obtain and maintain professional liability insurance as LPHA.
7. Contractor shall provide training and assistance to substance use disorder professionals of the County of Siskiyou Behavioral Health Division.
8. Contractor Consultant will continue to work independently.
9. Contractor agrees to work in both the Yreka and Mt. Shasta Office, as needed.
10. American Society of Addiction Medicine (ASAM) Criteria, Provider shall be trained in the ASAM Criteria prior to providing services. At a minimum, PROVIDERs and staff Conducting assessments are required to complete the two e-training modules entitled “ASAM Multidimensional Assessment” and “From Assessment to Service Planning And Level of Care”.
11. Providers must have a minimum of 5 C.M.Es of Addiction per year.

### **II. Compensation**

1. Conditions for Payment – Claims for payment must be submitted within thirty (30) days after the month in which services were provided

2. Claims for Payment - Contractor shall submit original detailed invoices and submit to County program managers at least monthly. The contractor shall submit an invoice, which identifies the reporting period, total number of hours worked, rate and total amount due to contractor.
3. 1 unit equals 15 minutes, over 8 minutes round-up to next unit.
4. Payment
  - a. County shall pay Contractor for rendering covered services at the rate of One Hundred Dollars and No/100 Cents (\$100.00) per hour.
  - b. 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.
  - c. 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.

In Process