

**1st ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS 1st ADDENDUM is to that Contract for Services entered into on December 11, 2024, by and between the County of Siskiyou ("County") and North American Mental Health Services, Inc., 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 Contract expires on June 30, 2025, and services continued to be required after that date; and

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

WHEREAS, the General Liability minimum coverage has increased in the Contract in Exhibit C;

WHEREAS, the Professional Liability minimum coverage has increased in the Contract in Exhibit C;

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:

Article 2.1 of the Contract for Services shall be amended to extend the term of the Contract through June 30, 2028.

Exhibit B.1 of the Contract, Financial Information and Schedules – Provider Rate Table, Exhibit B.1, shall be deleted and replaced in its entirety with the new Exhibit B.1, attached hereto and hereby incorporated by reference.

Exhibit C of the Contract, General Liability and Automobile Insurance shall increase from \$1,000,000 to \$2,000,000.

Exhibit C of the Contract, Professional Liability insurance shall increase from \$1,000,000 to \$2,000,000.

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 1st 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: North American Mental
Health Services, Inc., a Corporation

Date: 06/17/2025 _____



Dr. Thomas Andrews, MD, (Owner/CEO)

Date: 06/17/2025 _____



Benton Kinney, PA-C, (Owner/CFO)

License No.: 40491

(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	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28
2122	401030	723015	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: Rate Contract

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

Exhibit B.1

Payment Provisions

Fee Schedule

Payment Terms. The County of Siskiyou shall reimburse Contractor for services provided per the fee schedule below for fiscal years of 2025-2026, 2026-2027, 2027-2028:

Services Provided by a Licensed Psychiatrist

Services will be provided in hour increments with one additional hour of service billed at the end of any day services are provided to complete medication refills and County required documentation. If services are cancelled, they must be cancelled five business days before services take place or the County will be charged for the time. Scheduling services will include psychiatric assessments and medication management of both adults and youth. Assessments will include conservatorship evaluation and other court ordered assessments. Paperwork as needed for court process will be completed. These assessments are scheduled on an as needed basis. If scheduled services are cancelled, they must be cancelled two days in advance of the appointment or Siskiyou County will be charged for one hour of the scheduled time.

Licensed Psychiatrist:

\$260/Hour (2025-2026 fiscal year)
\$265/Hour (2% increase, 2026-2027 fiscal year)
\$270/Hour (2% increase, 2027-2028 fiscal year)

Services Provided by a Licensed Psychologist

Services will include psychiatric assessments of both adults and youth. Assessments will include conservatorship evaluation and other court ordered assessments. Paperwork as needed for court process will be completed by Licensed Psychologist. These assessments are scheduled on an as needed basis. If scheduled services are cancelled, they must be cancelled two days in advance of the appointment or Siskiyou County will be charged for one hour of the scheduled time.

Licensed Psychologist:

\$220/ Hour (2025-2026 fiscal year)
\$224/Hour (2% increase, 2026-2027 fiscal year)
\$228/Hour (2% increase, 2027-2028 fiscal year)

Services Provided by a Nurse Practitioner/ Physician's Associate

Services will be provided in hour increments with one additional hour of service billed at the end of any day services are provided to complete medication refills and County required documentation. Scheduling services will include psychiatric assessments and medication management of both adults and youth.

Psychiatric Mental Health Nurse Practitioner/ Physician's Associate:

\$220/ Hour (2025-2026 fiscal year)
\$224/Hour (2% increase, 2026-2027 fiscal year)
\$228/Hour (2% increase, 2027-2028 fiscal year)

Services Provided by a Licensed Clinician

Services will be provided in hour increments. Scheduling services will include assessment/diagnosis and individual therapy for adults and youth.

Licensed Clinician (LCSW/LMFT/LPCC):

\$150/ Hour (2025-2026 fiscal year)

\$153/Hour (2% increase, 2026-2027 fiscal year)

\$156/Hour (2% increase, 2027-2028 fiscal year)

Supervising Medical Doctor (Medication Supervisor):

To provide supervising doctor services for Siskiyou County's medication providers, such as Physician Associates (PA's) and Nurse Practitioners (NPs) as needed

\$1,000 per month (2025-2028 fiscal years)

Travel Reimbursement

County of Siskiyou is responsible for travel reimbursement to North American Mental Health Services for travel time to and from satellite offices and/or Court as needed when associated with onsite visitation/services at \$110 per each half hour. Siskiyou County will also be responsible for mileage per the current year's IRS reimbursable rate, meals and hotel accommodations, if needed. Official documentation/receipts will be provided as documentation for the reimbursement process.

Telemedicine Medical Assistant: \$40/Hour

Conduct patient communications; Monitor medication status and facilitate refills; Complete necessary patient forms coinciding with visits; Obtain prior authorizations for medication; Update notes in EHR; Request lab results; Schedule evaluations; Other duties as needed.

Miscellaneous

Non-Solicitation Obligation

Neither Siskiyou nor NAMHS shall, directly or indirectly, solicit, recruit, or attempt to induce any employee of the other party to terminate their employment or accept employment with the soliciting party, its affiliates, contractors, or any third party acting on its behalf. Furthermore, neither party shall offer employment to any employee of the other party without prior written consent from the other party.

Additionally, neither party shall condition the performance of any obligations under this Agreement on the agreement or consent of any employee of the other party to become employed by or affiliated with the hiring party. Any representation or attempt to condition contract performance on such employment or agreement shall constitute a breach of this provision.

Severability

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

Exhibit "C"

INSURANCE REQUIREMENTS

Workers' Compensation: Contractor shall maintain a workers' compensation plan, in an amount of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease, covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability with limits no less than Two Million Dollars (\$2,000,000) per occurrence and automobile policy or policies of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

Sexual Abuse and Molestation (SAM) Liability

Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim. If the CGL policy is endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall provide the County with documentation stating that.

Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a "Certificate Holder" or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing coverage for general liability-automobile insurance policy and professional liability are provided to County.**

Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.

Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of Two Million and No/100 Dollars (\$2,000,000.00), or as determined in writing by County's Risk Management Department.

