1st ADDENDUM TO CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

THIS 1st ADDENDUM is to that Contract for Services entered into on February 4, 2025, between the County of Siskiyou ("County") and Thomas Milam M.D., Inc. d/b/a Iris Telehealth Medical Group ("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, 2026, and services continued to be required after that date; and

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; and

WHEREAS, the Scope of Service, Exhibit A, needs to be revised to reflect additional duties.

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.

Article 2.2 of the Contract, Scope of Services, Exhibit "A", Exhibit "A.1", shall be deleted and replaced in its entirety with the new Exhibit "A", Exhibit "A.1", 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 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:_____

_____
RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Thomas Milam, M.D., Inc.
d/b/a Iris Telehealth Medical Group

Date: 6/29/2026

DocuSigned by:
_____
Thomas Milam, M.D., President

Date: 6/29/2026

Signed by:
_____
Caroline Burton, Chief Financial 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.: On File

ACCOUNTING:

Fund	Organization	Account	Activity Code
2122	401030	723015	2080
2122	401030	723015	
2184	401044	795000	163

Encumbrance number (if applicable): E2500470

If not to exceed, include amount not to exceed: **RATE**
FY26/27: $0.01 (Rate)
FY27/28 $0.01 (Rate)

Exhibit A. SCOPE OF WORK

1. INTRODUCTION

   A. As an organizational provider agency, Contractor shall provide administrative and direct

   program services to County's Medi-Cal clients as defined in Title 9, Division 1, Chapter 11 of the California Code of Regulations. For clients under the age of 21, the Contractor shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code (Welfare & Inst. Code 14184.402 (d)).

   B. Contractor has the option to deliver services using evidence-based program models. Contractor shall provide said services in Contractor's program(s) as described herein; and utilizing locations as described herein.

2. PROGRAM INFORMATION

Contracting Department	Health and Human Services Agency Behavioral Health Division
Contractor Name	Thomas Milam M.D., Inc. d/b/a Iris Telehealth Medical Group
Contract Period	July 1, 2023 – June 30, 2028
Type of Contract	Services as Needed
Program Name	Specialty Mental Health Services
Reporting/Billing Units	15 minutes equals 1 unit

3. TARGET POPULATION

   A. Contractor shall provide services to the following populations:

      I. Adults and Children requiring Specialty Mental Health Services

4. SERVICES TO BE PROVIDED

   A. Contractor shall provide the following medically necessary covered specialty mental health services, as defined in the DHCS Billing Manual available at: https://www.dhcs.ca.gov/Documents/SMHS-Billing-Manual-May-2024.pdf or subsequent updates to this billing manual to clients who meet access criteria for receiving specialty mental health services.

      a. Mental Health Services
      b. Assessment (Assessment LPHA)
      c. CANS (Assessment LPHA)
      d. Individual Therapy (Individual Therapy)
      e. Rehabilitation Individual (Psychosocial Rehabilitation per 15-minute)
      f. Rehabilitation Group (Psychosocial Rehabilitation Group)
      g. Case Management (TCM/ICC)

   Please see DHCS billing manual for CPT codes.
   https://www.dhcs.ca.gov/Documents/SMHS-Billing-Manual-May-2024.pdf

   B. Contractor shall observe and comply with all lockout and non-reimbursable service rules, as specified in the DHCS Billing Manual. Services described in this agreement shall not supersede the Service Summary Agreement (Attachment A1), however, will be reflective of the scope included in this agreement.

5. Scope of Services

   A. **Telepsychiatry. 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.**

1. Contractor agrees to provide supervision of clinician providing services on mutually agreeable rate.

B. **Telehealth.** 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.

6. REFERRAL AND INTAKE PROCESS

Contractor shall follow the referral and intake process as specified herein.

I. The DHCS approved screening tool must be used for all new inquiries for SMHS, and clients will be referred as indicated by the tool. Contractor shall notify the MHP of timely scheduling and conducted assessments on behalf of the MHP.

II. Upon receipt of referral from the MHP, the contractor shall arrange for and provide an assessment or any other requested non-urgent adjunct services (e.g., rehab, targeted case management) within 10 business days.

III. Urgent requests for services, originating from the MHP or client, shall be provided within 48 hours for services that do not require pre-authorization, and 96 hours for services that require prior authorization.

IV. Upon completion of assessment Contractor will utilize the Transition of Care tool when referring a client to a lower level of care or initiate SMHS services as clinically indicated, in a timely manner.

7. PROGRAM DESIGN

A. Contractor shall maintain programmatic services as described herein. Evidence-based practices shall be utilized whenever possible. Case consultation and collaboration shall be included in program design, ensuring bidirectional communication between treatment team members.

8. DISCHARGE CRITERIA AND PROCESS

A. Contractor will engage in discharge planning beginning at intake for each client served under this agreement. Discharge planning will include regular reassessment of client functioning, attainment of goals, determination of treatment needs and establishment of discharge goals.

B. When possible, discharge will include treatment at a lower level of care or intensity appropriate to client's needs (utilizing the transition of care tool) and provision of additional referrals to community resources for client to utilize after discharge.

9. CONTRACT DELIVERABLES, OBJECTIVES AND OUTCOMES

A. Contractor shall comply with all requests regarding local, state, and federal performance outcomes measurement requirements and participate in the outcomes measurement processes as requested.

B. Contractor shall work collaboratively with County to develop process benchmarks and monitor progress in the following areas:

I. Providing timely first service, with a goal of 90% compliance.

II. Improving retention beyond assessment process beyond 10%.

III. Contractor will collaborate with the County in the collection and reporting of performance outcome data, including data relevant to Healthcare Effectiveness Data and Information Set (HEDIS®) measures, as required by DHCS. Measures relevant to this agreement are indicated below (check all that apply):

☐ Adherence to Antipsychotic Medications for Individuals with Schizophrenia (BH Core Set measure SAA-AD)

☐ Antidepressant Medication Management (BH Core Set measure AMM-AD) Use

☐ of First-Line Psychosocial Care for Children and Adolescents on Antipsychotics (BH Core Set measure APP-CH)

☒ Follow-Up After Hospitalization for Mental Illness (BH Core Set measure FUH)

☒ Percentage of clients offered timely initial appointments, and timely psychiatry

appointments, by child and adult.

☐ Percentage of high-cost clients receiving case management services

☒ Follow up After Emergency Department Visit for Mental Illness (FUM)

10. REPORTING AND EVALUATION REQUIREMENTS

A. Contractor shall complete all reporting and evaluation activities as required by the County and described herein. Monthly notice of provider capacity and required data points for network adequacy.

11. ORIENTATION, TRAINING AND TECHNICAL ASSISTANCE

A. County will endeavor to provide Contractor with training and support in the skills and competencies to (a) conduct, participate in, and sustain the performance levels called for in the Agreement and (b) conduct the quality management activities called for by the Agreement.

B. County will provide the Contractor with all applicable standards for the delivery and accurate documentation of services.

C. County will make ongoing technical assistance available in the form of direct consultation to Contractor upon Contractor's request to the extent that County has capacity and capability to provide this assistance. In doing so, County is not relieving Contractor of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this agreement.

D. Any requests for technical assistance by Contractor regarding any part of this agreement shall be directed to the County's designated contract monitor.

E. Contractor shall require all new employees in positions designated as "covered individuals" to complete compliance training within the first 30 days of their first day of work.

I. These trainings shall be conducted by County or, at County's discretion, by Contractor staff, or both, and may address any standards contained in this agreement.

II. Covered individuals who are subject to this training are any Contractor staff who have or will have responsibility for, or who supervises any staff who have responsibility for, ordering, prescribing, providing, or documenting client care or medical items or services.

F. Additional Requirements

1. Contractor is required to attend all mandatory County trainings (e.g. cultural

competence, documentation standards, and law and ethics…). Contractor may provide evidence of alternate training during the same fiscal year to County Compliance Officer.

2. **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 per each agreed upon session for providers participating in this initiative.

3. **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.

12. COMPENSATION

A. Contractor shall bill County for services, on a mutually agreed upon schedule. Tele-Therapy and Tele-psychiatry services will be billed at the rates established in Exhibit A.1. The Contractor will submit an original detailed invoice, monthly, specifying dates and hours when services were rendered. Supervision: Contractor shall bill County for clinical supervision will be billed at the rates established in Exhibit A.1 and mutually agreed upon by both Parties.

B. 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.

C. County agrees to pay the applicable hourly rate to Contractor during periods when the ability to provide the services hereunder are made impossible due to (a) electronic factors originating from County's location, including, but not limited to, telecommunications equipment failure and/or internet access interruption, or (b) a force majeure event (defined below) pursuant to which County is unable to make the patient, telecommunication and/or internet access available for the provision of Scheduled Services by the Contractor clinician. Contractor agrees to not bill County when the ability to provide the services hereunder are made impossible due to (a) electronic factors originating from Clinician's location, including, but not limited to, telecommunications equipment failure and/or internet access interruption, or (b) a force majeure event pursuant to which the Clinician is unable to provide services from clinician's location. A "force majeure event" means any circumstance not reasonably within the control of the affected party, including but not limited to, any acts of nature, war, invasion, acts of foreign enemy hostilities (whether war be declared or not), public health

emergency, pandemic, any strike and/or industrial dispute, work stoppage, embargo or ban, non-performance of suppliers, transportation delays or by any law, regulation, or order.

D. Therapy Services Discount Structure

The County will receive a volume discount if the Contractor provides additional staffing:

Licensed Therapy Service Volume (LCSW's and LPC's)	Discount (discount will be adjusted if partner/clinician notice reduces number of clinicians providing services)
3-9 Licensed Therapy Providers	5% discount to all Licensed Therapy services once 3rd clinician has begun providing services
10-19 Licensed Therapy Providers	7% discount to all Licensed Therapy services once 10th clinician has begun providing services
20+ Licensed Therapy Providers	9% discount to all Licensed Therapy services once 20th clinician has begun providing services

E. 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."

F. The parties acknowledge and agree that on each July 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 fiscal year immediately preceding the upcoming fiscal 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 July 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.

Exhibit A.1 FINANCIAL INFORMATION AND SCHEDULES - PROVIDER RATE TABLE

Therapists (LPC, LCSW)	$88 - $115 per hour
Adult and Child M.D.	$206 - $320 per hour
Nurse Practitioner	$145 - $180 per hour
Clinical Supervision	$210.00 - $260.00 per hour
Spanish Speaking Clinician	Additional $10.00 Per Hour

*****1 unit equals 15 minutes

No reimbursement shall be higher than the rate at which reimbursement will be made to the County for services provided by Contractor, both for Specialty Mental Health Services and Case Management.