

**Amendment No. 2
To Standard Agreement
By and Between
County of Monterey and Orbit Health, Inc.**

THIS AMENDMENT No. 2 is made and entered into by County of Monterey, a political subdivision of the State of California, (hereinafter referred to as “County”) and Orbit Health, Inc. (hereinafter referred to as “CONTRACTOR”)

RECITALS:

WHEREAS, County and CONTRACTOR have entered into an Agreement to provide licensed mental health physicians, nurse practitioners, physician assistants, and/or licensed therapists for telehealth for a term effective May 15, 2023 until May 31, 2024 and an amount not to exceed \$198,000; and

WHEREAS, on January 1, 2024, the County and CONTRACTOR entered into Amendment No. 1 to update the rate sheet for licensed psychiatric telehealth providers; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the Agreement to increase the amount of the Agreement by \$1,788,800 for a new contract amount not to exceed \$1,986,800 and extend the term of the Agreement for two (2) additional years to May 31, 2026, for a new full term of May 15, 2023 through May 31, 2026.

NOW THEREFORE, the County and Contractor hereby agree to amend the Agreement, as follows:

1. Section 2.0., PAYMENT PROVISIONS, is hereby amended and restated to read in its entirety as follows:

“2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$1,986,800.”

2. Section 3.0., TERM OF AGREEMENT, Paragraph 3.01 is hereby amended and restated to read in its entirety as follows:

“3.01. The term of the Agreement is from May 15, 2023 through May 31, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and

CONTRACTOR may not commence work before County signs the Agreement.”

3. EXHIBIT A - Scope of Services/Payment Provisions, is hereby deleted and replaced in its entirety with Amendment No. 2 to EXHIBIT A – Scope of Services/Payment Provisions. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 2 to EXHIBIT A.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
5. A Copy of this Amendment No. 2 shall be attached to the Agreement.
6. The effective date of this Amendment No. 2 is March 1, 2024.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Elsa Jimenez, Director of Health Services
Department of Health

Date: _____

Approved as to Legal Form:

DocuSigned by:
By: Stacy Saetta
C0ECE1B99F444A9...
Stacy L. Saetta, Chief Deputy County
Counsel

Date: 3/4/2024 | 4:58 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Auditor-Controller
Date: 3/4/2024 | 5:08 PM PST

DocuSigned by:
By: [Signature]
7D0CD6CCB99F4DF...

Name: Arshya vahabzadeh, M.D.

Title: Board Certified Child & Adolescent Psychiatrist

Date: 3/1/2024 | 4:01 PM PST

DocuSigned by:
By: Edward kaftarian, M.D.
F0529BC8AF024F5...

Name: Edward Kaftarian, M.D.

Title: Executive Chair

Date: 3/1/2024 | 5:27 PM PST

Amendment No. 2 to EXHIBIT A
SCOPE OF SERVICES/PAYMENT PROVISIONS
To Standard Agreement
by and between County of Monterey and Orbit Health, Inc.

I. SCOPE OF SERVICES

1. Contractor shall arrange for and furnish the services of duly qualified and licensed mental health physicians, nurse practitioners, physician assistants, and/or licensed therapists (each a “clinician”), each of whom is duly licensed and qualified to practice medicine in California.
2. Subject to the terms and conditions of this Agreement, Contractor agrees to furnish clinicians to County in the following specialty:

Behavioral Health (BH)

- Physician: Psychiatrist
- Advanced Practice Practitioner (APP):
 - Adult Psychiatric Nurse Practitioner/Physician Assistant
 - Child Psychiatric Nurse Practitioner/Physician Assistant

Other:

- Licensed Therapist (Master’s Level)
 - Licensed Clinical Social Worker
 - Licensed Marriage Family Therapist

II. SERVICES BY CONTRACTOR

1. Contractor’s clinicians shall perform and deliver consultations, diagnostic assessments, management and/or treatment planning services in the specialties stated in I.2. for County’s patients through interactive audio, video and/or data communications (“telemedicine”) located in the location of the provider (“consult site”) and the location of the patient (“remote site”) as scheduled.
2. If clinicians include APPs and/or Licensed Therapists, Contractor’s physician(s) will be responsible for supervision.
3. Clinicians shall perform and deliver services for County’s patients through asynchronous review of images, data and medical information via secured store and forward telehealth media.
4. Clinicians shall provide 60 minute appointments for new patients and 30 minute appointments for established patients.
5. Clinicians shall order medications, procedures and laboratory testing through the County’s existing clinic Electronic Health Record (“EHR”) that are medically necessary for diagnosis and/or treatment of the patient.

6. Clinicians shall document the patient encounter in the EHR and close the chart within 48 hours.
7. Clinicians shall exhibit professional behavior and maintain respect for the dignity and sensitivities of patient and families, as well as colleagues, County employees and all other healthcare professionals. Clinicians shall also communicate information timely (as needed), collaborate effectively, and work as a team.
8. Clinicians shall comply fully with all Federal and State health information confidentiality laws, regulations, and related requirements, including but not limited to, the Federal Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) laws, and the California State Confidentiality of Medical Information Act. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.
9. Clinicians shall comply with all applicable requirements of the Office of the Inspector General (OIG) Medicare Compliance Bulletins.

III. SERVICES BY CONTRACTOR

1. **Implementation.** Contractor shall coordinate with the County to fully implement the services, as described above, within a mutually agreeable timeline after Agreement being executed. Implementation may include the following from the Contractor:
 - a. Assisting County in developing protocols, policies, and procedures to help ensure smooth implementation of telemedicine.
 - b. Collaborating with County to work through any clinical, operational, or administrative issues related to operating a successful telemedicine program.
 - c. Creating flyers and/or other instructional materials as needed to introduce services to County staff.
 - d. Selection and onboarding of clinician(s).
2. **Clinician Selection.** Contractor shall identify and recommend the best candidates to the County. Contractor will arrange for and facilitate a video meeting between clinicians and County for final selection and approval of clinician by County. Contractor and County agree to meet following each video meeting and determine whether or not to pursue the candidate. Recruitment of bilingual Spanish clinicians is highly desirable.
3. **Clinician Qualifications.** Contractor shall represent to the County that each clinician shall at all times during the term of this Agreement: (i) be duly qualified and licensed to practice medicine in the State of California; (ii) where applicable, hold a current Drug Enforcement Agency narcotic registration certificate; (iii) maintain all required professional credentials and, if applicable, meet all continuing education requirements necessary to retain board certification or eligibility in the applicable medical specialty; (iv) be eligible to be a "Participating Provider" in Medicare, Medicaid, and other Federal or CA State healthcare programs; and (v) have the qualifications and skills necessary to perform the services required under this Agreement.

4. **Credentialing.** Contractor shall ensure clinician completes credentialing and payor enrollment process as required by County to meet all governing body requirements.
 - a. Contractor shall ensure clinician completes and returns the credentialing and privileging packet, all supplemental documents requested, and payor enrollment applications within the deadline set by County.
 - b. Contractor shall provide a minimum of 2 Peer References for the clinician to County.
5. **Notice of Action.** The Contractor agrees to give the County prompt written notice of any investigation or action, pending or threatened, concerning any matter of which the Contractor acquires knowledge which arises from patient care provided by clinician hereunder, or may affect his/her license to practice medicine or other health care profession, eligibility to participate in Medicare, Medicaid, Medi-Cal or any other plans or programs that provide health benefits funded directly or indirectly by the United States, or medical staff privileges at any health care facility. Such notice shall be provided to the County within ten (10) days of receipt.
6. Upon request by County, Contractor shall immediately remove and replace any clinician from furnishing the services under this agreement who:
 - a. For any of the reasons stated in Section III.5;
 - b. Engages in conduct that, in County's good faith determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of County;
 - c. Fails to comply with any other material terms or conditions of this Agreement after being given written notice of that failure and a reasonable opportunity to comply;
 - d. Is deemed not to fit well within the exiting County culture and structure.
7. Upon removal of a clinician, Contractor shall engage, at its cost and expense, and provide to County, a qualified substitute for the removed clinician. Failure to take such action shall constitute a material breach of this Agreement. Nothing herein shall be construed to limit County's rights under any provision of this Agreement.
8. Contractor shall determine the method, details, and means of performing the services described in Exhibit A; provided, however, such services shall be performed in accordance with currently approved and accepted medical standards and procedures; and the County approves of the delivery of such services. Contractor and each clinician shall comply with all applicable administrative and clinical rules, procedures and/or regulations concerning the provision of telehealth services as may be set forth in Contractor's operating or procedural manuals or as may be otherwise mutually established from time-to-time by Contractor and County.
9. Contractor shall ensure continuity of care for County's patients by coordinating with the County to ensure the clinicians are available to provide the services to County's patients at such times or on such schedules as determined by the County and mutually agreed upon with the clinician.

10. Contractor shall cooperate with the County so that the County may meet or satisfy any requirements imposed on it by applicable state and federal law, and all regulations issued pursuant thereto. Contractor shall ensure each clinician maintains such records and provides such information to the County and to applicable state and federal regulatory agencies for compliance as may be required by applicable law. Such obligations shall survive the termination of this Agreement. Contractor agrees to retain such books and records for a term of at least seven (7) years from and after the termination of this Agreement, and further agrees to permit access to and inspection by the California Medical Board, the United States Department of Health and Human Services, and the Comptroller General of the United States, at all reasonable times and upon demand, of all those facilities, books, and records maintained or utilized by Contractor and each clinician the performance of services pursuant to this Agreement.
11. Contractor shall comply in all respects with Business Associates Agreement (Exhibit B) and all applicable confidentiality requirements.
12. Contractor shall identify a Project Lead to serve as the Contractor's primary point of contact to be available to County throughout implementation and for ongoing questions and concerns for the duration of the term of the Agreement.
13. Contractor shall perform such other and further services as mutually agreed to by the parties.

IV. COUNTY AGREES TO THE FOLLOWING:

1. County shall provide Contractor a practice description and background information regarding the clinics, upon Contractor request.
2. County shall be responsible for credential verification of clinicians referred by Contractor. County shall provide the Contractor and clinician with all credentialing and payor enrollment paperwork required for completion and provide deadline for completion.
3. County shall schedule and manage appointments (typically 60 minutes for new patients and 30 minutes for established patients) for the clinicians' patients based upon a mutually agreeable block of time.
4. Provide language interpretation services for Contractor staff, if needed and accessible by County.
5. County shall, to the extent permitted by law, be solely responsible for billing payor and patients for services performed by clinicians under this Agreement and collecting such fees and charges.
6. Reimburse Contractor for the services provided by its clinicians under this Agreement.
7. Perform such other and further services as mutually agreed to by the parties.

V. Non-Solicitation

During the term of the Agreement and for one (1) year thereafter, both parties shall not encourage or solicit others employee or independent contractor to leave or terminate its relationship with its employer for any reason, without the written permission of the other party.

VI. EFFECT OF TERMINATION OR EXPIRATION

Upon any termination or expiration of this Agreement:

1. All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; and (ii) those rights and obligations which expressly survive termination or expiration of this Agreement.
2. Clinician shall immediately return to County all of County's property, including patient records, in Contractor or clinicians' possession or under Contractor or clinician's control.

VII. COMPENSATION / PAYMENT PROVISIONS

County shall pay an amount not to exceed \$1,986,800 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. Contractor's compensation for services rendered shall be based on the following provider rates:

Rate Table 1:

Annual rate increases shall not exceed 3.5% per contract year for Psychiatrist, Nurse Practitioner and Physician Assistant.

BH Clinician:	Hourly Rate	Hourly Rate:	Hourly Rate:
Rate Effective Dates:	5/15/23 – 5/31/24:	6/1/24 – 5/31/25	6/1/25 – 5/31/26
Psychiatrist	\$250	\$259	\$268
Nurse Practitioner or Physician Assistant – Adult	\$165	\$171	\$177
Nurse Practitioner or Physician Assistant - Child	\$175	\$181	\$187
Licensed Clinical Therapist (Master's Level)	\$100-120	\$100-120	\$100-120

Travel: County and Contractor agree that Contractor shall be reimbursed for travel expenses during this Agreement. Contractor shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at <https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/policies-and-procedures>. To receive reimbursement, Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Contractor warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

VIII. CONTRACTORS BILLING PROCEDURES

1. County may, in its sole discretion, terminate the contract or withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Agreement.
2. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
3. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
4. **DISALLOWED COSTS:** Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.
5. Contractor shall submit monthly invoices, and other supporting documentation as applicable, with signatures to the either of following:

Clinic Services Invoices mail to:
Monterey County Health Department
Clinic Services Bureau
1441 Schilling place- 1st Floor
Salinas, CA 93901
Attn: ACCOUNTING

Email delivery:
CS_Finance@co.monterey.ca.us