

**Amendment No. 1
To Standard Agreement
By and Between
County of Monterey and Clinicians Telemed Medical Group, Inc.**

THIS AMENDMENT No. 1 is made and entered into, by Clinicians Telemed Medical Group, Inc. (“Contractor”) and County of Monterey, a political subdivision of the State of California, (hereinafter referred to as “County”).

RECITALS:

WHEREAS, County and Contractor have entered into an Agreement to arrange and furnish the services of duly qualified and licensed physicians, nurse practitioners, physician assistants, and/or licensed clinical social workers each of whom are duly qualified to practice medicine in California for a term effective September 1, 2022 until September 1, 2023 and an amount not to exceed \$98,000; and

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term for a new term of September 1, 2022 through June 30, 2024.

WHEREAS, the County and Contractor wish to amend the Agreement as specified below.

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

1. Section 1.0. Section 1.0, GENERAL DESCRIPTION is hereby amended and restated to read in its entirety as follows:

“The County hereby engages Contractor to perform, and Contractor hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Arrange for and furnish the services of duly qualified and licensed physicians, nurse practitioners, physician assistants, licensed marriage and family therapists and/or licensed clinical social workers, each of whom are duly qualified to practice medicine in California.”

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

“3.01. The term of the Agreement is from September 1, 2022 through June 30, 2024, 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 with County signing last, and Contractor may not commence work before County signs the Agreement.

3. EXHIBIT A - Scope of Services/Payment Provisions, is replaced in its entirety with Amendment No. 1 to EXHIBIT A – Scope of Services/Payment Provisions. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 1 to EXHIBIT A – Scope of Services/Payment Provisions.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
5. A Copy of this Amendment No. 1 shall be attached to the Agreement.
6. The effective date of this Amendment No. 1 is August 1, 2023.

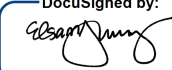
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

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

Date: 7/26/2023 | 1:30 PM PDT

By:  _____
DocuSigned by: Tom Bell, CAO
7083CFDE6D59485...

Name: Tom Bell, CAO


Title: Chief Administrative Officer

Date: 7/18/2023 | 3:10 PM PDT

Approved as to Legal Form:


By:  _____
Stacy L. Saetta, Chief Deputy County
Counsel

Date: 7/24/2023 | 10:49 AM PDT

By:  _____
DocuSigned by: Nelson Madrilejo, Medical Director
5CD2A14837EB488...

Name: Nelson Madrilejo, Medical Director

Approved as to Fiscal Provisions:

By:  _____
Patricia Ruiz
Auditor-Controller

Date: 7/24/2023 | 12:39 PM PDT

Title: MD

Date: 7/18/2023 | 3:35 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required
³Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

**Amendment No. 1 to EXHIBIT A
SCOPE OF SERVICES/PAYMENT PROVISIONS**

To Standard Agreement (“Agreement”)
by and between Clinicians Telemed Medical Group, Inc. (“Contractor”), and County of
Monterey, on behalf of its Health Department (“County”)

I. SCOPE OF SERVICES

1. WHEREAS, Contractor arranges for and furnishes the services of duly qualified and licensed physicians, nurse practitioners, physician assistants, licensed marriage and family therapist and/or licensed clinical social workers (each a “Designated Provider”), 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 Designated Providers to County in the following specialties:

Physician:

- Psychiatrist

Advanced Practice Practitioner:

- Psychiatric Nurse Practitioner
- Psychiatric Physician Assistant

Other:

- Licensed Clinical Social Worker
- Licensed Marriage and Family Therapist

II. SERVICES BY DESIGNATED PROVIDER

1. Designated Provider shall perform and deliver consultative, diagnostic and/or treatment planning services in the specialties stated in I.2. (the “Designated Services”) 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 Designated Providers include physicians and nurse practitioners and/or physician assistants, physician Designated Providers will be requested to supervise nurse practitioners and physician assistants.
3. Designated Provider shall perform and deliver Designated Services for County’s patients through asynchronous review of images, data and medical information via secured store and forward telehealth media.
4. Designated Provider shall provide 1 hour appointments for new patients and 30 minute appointments for established patients.

5. Designated Provider 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. Designated Provider shall document the patient encounter in the EHR and close the chart within 72 hours;
7. Designated Provider 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. Communicate information timely (as needed), collaborate effectively, and work as a team.
8. Designated Provider 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. Designated Provider 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 Designated 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 Designated Services to County staff.
 - d. Providing a technical assessment to help identify necessary equipment, determine network requirement, and test equipment and connectivity.
 - e. Selection and onboarding of Designated Provider(s).
2. **Designated Provider Selection.** Contractor shall conduct interviews with potential Designated Providers to identify and recommend the best candidates to the County. Contractor will arrange for and facilitate a video meeting between Designated Provider and County for final selection and approval of Designated Provider by County. Contractor and County agree to meet following each video meeting and determine whether or not to pursue the candidate.
3. **Designated Provider Qualifications.** Contractor shall represent to the County that each Designated Provider 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 Designated Services required under this Agreement.

4. **Credentialing.** Contractor shall ensure Designated Provider completes credentialing and payor enrollment process as required by County to meet all governing body requirements.
 - a. Contractor shall ensure Designated Provider 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 Designated Provider 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 Designated Provider 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 Designated Provider from furnishing the Designated 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 Designated Provider, Contractor shall engage, at its cost and expense, and provide to County, a qualified substitute for the removed Designated Provider. 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 Designated Provider 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 Designated Providers are available to provide the Designated Services to County's patients at such times or on such schedules as determined by the County and mutually agreed upon with the Designated Providers.
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 Designated Physician 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 Designated Physician in the performance of services pursuant to this Agreement.
11. At all times during this Agreement, Contractor shall ensure the consult site is in good order and working conditions including maintaining all furniture, equipment, fixtures, and wireless internet connections.
12. Contractor shall comply in all respects with Business Associates Agreement (Exhibit B) and all applicable confidentiality requirements.
13. 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.
14. 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 Designated Providers referred by Contractor. County shall provide the Contractor and Designated Provider with all credentialing and payor enrollment paperwork required for completion and provide deadline for completion.
3. County shall schedule and manage appointments (typically 1 hour for new patients and 30 minutes for established patients) for the Designated Providers' patients based upon a mutually agreeable block of time.

4. Provide language interpretation services for Contractor staff, if needed.
5. County shall, to the extent permitted by law, be solely responsible for billing payor and patients for services performed by Designated Providers under this Agreement and collecting such fees and charges.
6. Reimburse Contractor for the services provided by its Designated Providers under this Agreement.
7. Perform such other and further services as mutually agreed to by the parties.

V. 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. Designated Provider shall immediately return to County all of County’s property, including patient records, in Contractor or Designated Providers’ possession or under Contractor or Designated Provider’s control.

VI. COMPENSATION / PAYMENT PROVISIONS

County shall pay an amount not to exceed \$98,000 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:

BH Designated Provider:	Hourly Rate:
Psychiatrist	\$250
Psychiatric Nurse Practitioner or Physician Assistant – Adult	\$165
Psychiatric Nurse Practitioner or Physician Assistant - Child	\$175
Licensed Clinical Social Worker	\$100
Licensed Marriage and Family Therapist	\$95

VII. 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. 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