

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 28382**

THIS FIRST AMENDMENT ("Amendment") to Tulare County Agreement Number 28382 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **ExMed, Inc.** ("CONTRACTOR") as of _____, with reference to the following:

- A. The COUNTY and CONTRACTOR entered into the Agreement as of July 1, 2017, for the purpose of recruiting and providing psychiatrists for placement at commercial and government facilities on a short-term basis;
- B. COUNTY and CONTRACTOR now wish to amend the Agreement to update Exhibit A, to add video-based tele-psychiatry services in addition to in-person psychiatry services, and update Exhibit A-1 to clarify quality management standards in the Tulare County Mental Health Plan.

ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:

- 1. This Amendment becomes effective upon Board signature, and expires at 11:59 p.m. on June 30, 2019.
- 2. Exhibits A and A1 are hereby replaced with the attached Exhibits A and A1.
- 3. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

ExMed, Inc.

Date 10/22/18

By [Signature]

Print Name ADAM EXUM

Title S.M. / C.E.O. / Chairman

Date 10/22/18

By [Signature] MD

Print Name William Kulka, MD

Title C.M.O. / Owner

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: ~~MICHAEL C SPATA~~ Jason T. Britt
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form:
County Counsel

By [Signature] 10/25/18
Deputy

Matter # 20181562

**ExMed Inc.
EXHIBIT A
SCOPE OF WORK
FISCAL YEAR 2017/2019**

Scope of Work

Overview:

ExMed Inc., (CONTRACTOR) is a physician recruiting agency which provides psychiatrists for placement at commercial and government facilities on a short-term basis. The psychiatrists provided through this agreement are not employees of CONTRACTOR, but are independent contractors provided by CONTRACTOR to perform the duties specified within this agreement.

Service Overview:

This contract will provide up to one-hundred (100) hours per week of culturally and linguistically competent, full spectrum, child, adolescent, and adult psychiatric services in person (face-to-face) or via video based telepsychiatry.

Responsibilities:

During the term of this agreement the CONTRACTOR shall:

- a) Recruit psychiatrists to provide direct professional psychiatric services to COUNTY clients either in person, or through video-conferencing.
- b) Ensure psychiatrists are responsible for acquiring and maintaining reliable equipment with internet, video, audio and speaker capabilities. Equipment shall meet the requirements referenced in Exhibit D.
- c) Ensure psychiatrists utilize COUNTY video conference software for the purposes of video-based telepsychiatry.
- d) CONTRACTOR and psychiatrists will maintain full HIPAA compliance while providing in person face-to-face and/or video-based telepsychiatry services. A private HIPAA compliant setting shall be provided to ensure confidentiality requirements referenced in Exhibit F.
- e) Ensure psychiatrists possess a valid unrestricted license to practice medicine in the State of California issued by the Medical Board of California and shall specialize in psychiatry.

- f) Ensure psychiatrists will submit copies of professional license renewals for any subcontracted psychiatrists to the Tulare County Mental Health Plan/Managed Care Department prior to the date of expiration.
- g) Provide licensed and insured psychiatrists for Tulare County Mental Health Clinics, or other designated sites as specified by the Tulare County Mental Health Director and the Tulare County Mental Health Medical Director.
- h) Ensure psychiatrists have not been sanctioned by or excluded from participation in federally or state funded medical reimbursement programs, including but not limited to Medi-Cal, Medicare, Medicaid, etc.
- i) Ensure psychiatrists utilize Tulare County Electronic Health Records System (AVATAR) to complete clinical documentation within three (3) business days from the date of service.
- j) Ensure all time captured within the AVATAR system is true and accurate and time sheets will reflect/match 100% to process payments every month.
- k) Ensure psychiatrists retain all client medical records in the client's chart and be stored at the Tulare County Mental Health Clinic site.
- l) Ensure training and documentation standards are followed according to the Tulare County Mental Health Plan (Exhibit A-1).

Services and Requirements:

During the term of this agreement the, CONTRACTOR Shall:

- a) Recruit psychiatrists to provide Full Scope Medi-Cal or Specialty Mental Health Services as authorized according to the process and procedures as specified by COUNTY.
- b) Ensure such psychiatric services as are within the scope of recruited psychiatrists' licensures by the State of California.
- c) Ensure psychiatrists provide service without discrimination to consumers and at the same level of services provided to other persons served by the psychiatrist.
- d) Comply with all requirements contained in the Medi-Cal Provider Manual. Medi-Cal Provider Manual can be found at:

https://files.medi-cal.ca.gov/pubsdoco/Manuals_menu.asp

<https://www.dhcs.ca.gov/formsandpubs/publications/Pages/Medi-CalProviderManuals.aspx>

- e) Agree that the COUNTY is responsible for monitoring the performance of the CONTRACTOR, and CONTRACTOR agrees to provide a corrective action plan if deficiencies are identified.
- f) Make available, for purposes of an audit, evaluation, or inspection its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its consumers.
- g) Ensure psychiatrists utilize Tulare County e-prescription system (OrderConnect) when prescribing medication to any client.

EXHIBIT A-1
TULARE COUNTY MENTAL HEALTH PLAN,
QUALITY MANAGEMENT STANDARDS

The Tulare County Alcohol, Drug and Mental Health Services Department is Tulare County's Medi-Cal Mental Health Plan (MHP) and has established standards for all organizational, individual, and group providers furnishing Specialty Mental Health Services. CONTRACTOR shall adhere to all current MHP policies and procedures (P&P's) in addition to the following standards. In the event of conflicting requirements, current P&P's will supersede the below standards. P&P's may be updated from time to time, and when an update occurs COUNTY shall notify CONTRACTOR and provide the revised P&P's. Copies of all current P&P's are available by contacting the Tulare County Mental Health Managed Care/QI division at (559) 624-8000.

1. Assessment

- A. Initial Assessment: Contractor shall complete an initial assessment to establish medical necessity for all consumers requesting specialty mental health services within fourteen (14) days for adults, and twenty-one (21) calendar days for minors from the consumer's initial visit. The Assessment must be completed in the format designated by the MHP and must be completed and signed by a Licensed Practitioner of the Healing Arts (LPHA) and the consumer and/or guardian, if appropriate.
- B. Assessment Update: As clinically indicated, with best practice being at least annually, a reassessment of key indicators of the client's condition will be performed and documented within the chart, particularly, reassessment will gather information the required to determine if the clinical symptoms, behaviors, and impairments necessary to support medical necessity for Specialty Mental Health Services are present or not.

2. Plan of Care

- A. Consumer Wellness Plan (CWP): The plan of care shall be completed by the Contractor within thirty (30) days from the first date of current admission, and updated thereafter at twelve (12) – month intervals, based on the "Open Episode" date.
- B. Frequency: The CWP shall be completed by the 30th day in all cases in which services will exceed thirty (30) days. At minimum, the CWP must be updated annually, within thirty (30) days prior to the anniversary date of the previous CWP.
- C. Content of CWPs:
 - 1. Specific, observable or quantifiable goals and objectives.
 - 2. Proposed type(s) of intervention to address the functional impairments or reasonable risk of significant deterioration in current functioning as identified in the Assessment. Interventions should include description of both the particular service and the specific intervention actions pertaining to the service.
 - 3. Proposed duration and frequency of intervention(s).
 - 4. Documentation of the consumer's participation in and agreement with the plan. This includes consumer signature on the plan and/or reference to consumer's participation and agreement in progress notes.
- D. Signature (or electronic equivalent) by a LPHA (the LPHA must be a physician for Medicare or MED-Only consumers) and the consumer. Consumer plans shall be consistent with the diagnoses and the focus of intervention will be consistent with the consumer plan goals.

- E. Contractor will offer a copy of the consumer plan to the consumer and will document such on the consumer plan.
- 3. Progress Notes and Billing Records. Services must meet the following criteria, as specified in the MHP's Agreement with the California Department of Health Care Services.
 - A. All service entries will include the date and time the services were provided.
 - B. The consumer record will contain timely documentation of care. Services delivered will be recorded in the consumer record as expeditiously as possible, but no later than the timeliness time frame delineated by Tulare County Mental Health policy and procedure
 - C. Contractor will document consumer encounters, and relevant aspects of consumer care, including relevant clinical decisions and interventions, in the consumer record.
 - D. All entries will include the exact number of minutes of service provided and the type of service, the reason for the service, the corresponding consumer plan goal, the clinical intervention provided, the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number.
 - E. The record will be legible.
 - F. The consumer record will document referrals to community resources and other agencies, when appropriate.
 - G. The consumer record will document follow-up care or, as appropriate, a discharge summary.
 - H. Timeliness/Frequency of Progress Notes
 - 1. Shall be prepared for every Service Contact including:
 - a) Mental Health Services (Assessment, Plan Development, Collateral, Individual/Group/Family Therapy, Individual/Group/Family Rehabilitation);
 - b) Medication Support Services;
 - c) Crisis Intervention;
 - d) Case Management/Targeted Case Management (billable or non-billable).
 - 2. Shall be daily for:
 - a) Crisis Residential;
 - b) Crisis Stabilization (1x/23hr);
 - c) Day Treatment Intensive.
 - 3. Shall be weekly for:
 - a) Day Treatment Intensive for Clinical Summary;
 - b) Day Rehabilitation;
 - c) Adult Residential.
 - 4. On each shift for other services such as Acute Psychiatric Inpatient.
- 4. Additional Requirements
 - A. Contractor shall display the Medi-Cal Guide to Mental Health Services Brochures in English and Spanish, or alternate format in their offices. In addition, Contractors shall post grievance and appeal process notices in a visible location in their waiting rooms along with copies of English and Spanish grievance and appeal forms with MHP self-addressed envelopes to be used to send grievances or

appeals to the Problem Resolution Coordinator and the Quality Improvement/Managed Care Department.

- B. Contractor shall be knowledgeable of and adhere to MHP policies on Beneficiary Rights as outlined in the Guide to Mental Health Services.
- C. Contractor shall ensure that direct service staff, attend cultural competency trainings as offered by the County.
- D. Contractor shall establish a process by which Spanish speaking staff that provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.
- E. Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:
 - 1. Where applicable, 24 hours per day, 7 days per week access to "urgent" services (within 24 hours) and "emergency" services (same day);
 - 2. Access to routine appointments (1st appointment within 10 business days. When not feasible, Contractor shall give the beneficiary the option to re-contact the Access team and request another provider who may be able to serve the beneficiary within the 10 business day standard).
 - 3. The MHP Quality Assurance/Utilization Management team of Tulare County monitors clinical documentation and timeliness of service delivery.
- F. Contractor shall not create, support or otherwise sanction any policies or procedures that discriminate against Medi-Cal beneficiaries. Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or, in the alternative, Contractor shall offer hours of operation that are comparable to those hours offered to Medicaid fee-for-service consumers, if the provider serves only Medicaid beneficiaries.
- G. If the State, CMS, or the HHS Inspector General (Office of Inspector General) determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate and audit the subcontractor at any time.
- H. The right to audit will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. This requirement supersedes the 5-year retention period in Paragraph 7 in the original agreement.

Reference: Service and Documentation Standards of the State of California, Department of Health Care Services.