

**AGREEMENT FOR SERVICES 500-S1211
AMENDMENT I**

THIS Amendment I to that Agreement for Services 500-S1211, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Michael C. Lin, M.D., a sole proprietor duly qualified to conduct business in the State of California, whose principal place of business is 8735 Seville Circle, Granite Bay, CA 95746 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide psychiatric counseling and treatment services for seriously emotionally disturbed children and adolescents, and severely mentally ill adults for the Health and Human Services Agency, in accordance with Agreement for Services 500-S1211, dated June 12, 2012, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to update the services being provided thereby amending **Article I – Scope of Services**, to extend the term of the original Agreement, thereby amending **Article II – Term**, and increase the maximum obligation of the Agreement, thereby amending **Article III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to discontinue use of "Exhibit A – Expanded Psychiatry Services Authorization," for the remainder of the term of this Agreement;

NOW THEREFORE, the parties do hereby agree that Agreement for Services 500-S1211 shall be amended a first time as follows:

1) Article I shall be amended in its entirety to read as follows:

Article I

Scope of Services: Contractor acknowledges that this Agreement is funded in whole or in part with funds from the State of California and the Federal Government.

- A. Contractor agrees to furnish mental health psychiatric services to clients of County as requested by County. Services shall be performed at the request of the Director of the Health and Human Services Agency ("HHS") or the Mental Health Medical Director, or designee. Treatment Services shall include but not be limited to:
 1. Administration and interpretation of various psychological assessment instruments.
 2. Development of treatment plans, participating in case conferences and consulting with clinical staff regarding support services and treatment options.
 3. Evaluation of clients for voluntary and involuntary commitment and signing required commitment forms for clients requiring psychiatric hospitalization based upon patient symptoms.
 4. Evaluation of clients to determine therapeutic and psychiatric/medical needs;

5. Performance of crisis intervention assisting clinical staff in mitigating crisis situations; prescribing and administering medication to clients in crisis situations as deemed necessary in the professional opinion of the Contractor.
 6. Provision of direct inpatient care to adults at the County of El Dorado Psychiatric Health Facility ("PHF").
 7. Provision of direct psychiatric medical care to outpatient children, adolescents and adults in various County facilities and locations, and by use of County videoconferencing/telemedicine systems for provision of services at remote County locations when appropriate and as requested by County.
 8. Provision of services to the Juvenile Hall and Juvenile Treatment Center on an "as requested" basis by the County.
- B. Other Services shall include, but may not be limited to:
1. Attendance at and provision of testimony at court proceedings, arbitration, depositions, or administrative proceedings relating to work performed by Contractor under this Agreement.
 2. Attendance at meetings with County Counsel in preparation for court proceedings, arbitrations, depositions, or administrative hearings related to work performed by Contractor under this Agreement.
 3. Detailed patient record documentation by day's end using the Avatar system (or subsequent replacement system). Documentation may be prepared by use of voice recognition technology or data input. Any documentation shall be prepared in compliance with Health and Human Services Agency Mental Health Division ("MHD"), and regulatory standards and requirements, and shall include, but may not be limited to:
 - a. Assessment, Intake, and Discharge Summary;
 - b. Prescriptions;
 - c. Progress Notes; and
 - d. Treatment Reviews, etc.
 4. Development of, ensuring adherence to, and instruction of others in appropriate psychiatric/medical protocols.
 5. Participation in case consultation, clinical team meetings, consultation with management, phone and/or in-person consultation with community partners and providers with the appropriate consent to exchange information, training required by County, review, completion and processing of refills and lab work.
 6. Participation in relevant investigations, utilization review, quality assurance, quality improvement, and program evaluation measures as directed by County Mental Health Medical Director.
- C. Participation in Medical Backup Unit off-hour coverage as mutually agreed upon by both parties. MBU coverage on a weekday is a twenty-four (24) hour period from 8 a.m. until 8 a.m. the following weekday and weekend MBU coverage starts Friday at 8 a.m. ending on Tuesday at 8 a.m. as follows:

MBU Coverage	From	To	Activities
Weekdays	Tuesday 8 a.m.	Wednesday 8 a.m.	Available by telephone.
	Wednesday 8 a.m.	Thursday 8 a.m.	Available by telephone.
	Thursday 8 a.m.	Friday 8 a.m.	Available by telephone.
Weekend	Friday 8 a.m.	Tuesday 8 a.m.	Conduct rounds for two (2) hours each on Saturday and Sunday and be available by telephone the remainder of the time.
Holidays			Conduct rounds for two (2) hours and be available by telephone the remainder of the time.

- D. Submission to County of a monthly invoice documenting all days and hours worked in a form and format mutually agreed to by both County and Contractor.
- E. Contractor shall not engage in any activity, which is or may become a prohibited contract, financial conflict of interest, or which may create an incompatibility of office as defined under California law and certifies that he/she shall not perform services that result in a conflict of interest. Contractor shall immediately notify County of any services to be performed under this Agreement that will or may involve an actual or potential conflict of interest, financial or otherwise.
- F. Contractor agrees to follow the "El Dorado County Computer and Network Resource Usage Policies and Standards Guide," attached hereto as Exhibit B, or any update or revision as may be approved by the County Board of Supervisors. Contractor also agrees to sign the County User Agreement, which is contained on page 12 of Exhibit B.
- G. County agrees to provide the following:
 1. Access to County-specific software applications as necessary.
 2. Office location in which Contractor shall see clients and perform duties as described under this Agreement.
 3. Scheduling of clients. In the event a client is scheduled and does not present for services (either in person or by teleconference), Contractor shall be paid during that scheduled time to perform Other Services as defined within this Article I "Scope of Services."
 4. Standard office equipment including access to a computer and telephone.
 5. Voice-recognition processing equipment for documenting client records. Transcription assistance for psychiatric assessments may be provided if mutually agreed to by both Contractor and County.
- H. County and Contractor shall agree in writing on the normal hours, schedule and location of work to be performed. Any changes to the normal hours, schedule, and location of work shall be agreed to in writing. In the event that a regularly scheduled workday falls on a County holiday, the parties hereto may, by mutual consent reschedule that day to another "non-holiday" day. Contractor shall notify County's Mental Health Medical Director, giving as much advance notice as possible, of any planned or unanticipated periods during which Contractor shall be unavailable.

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2) Article II shall be amended in its entirety to read as follows:


Term: This Agreement shall cover the period June 12, 2012 through March 31, 2015, unless earlier terminated pursuant to the provisions under the Articles titled "Fiscal Considerations" and "Default, Termination and Cancellation" herein.

3) Article III, paragraph G, shall be amended in its entirety to read as follows:

G. Not-to-Exceed: Compensation for services provided under this Agreement shall not exceed \$250,000 for the term of the Agreement.

Except as herein amended, all other parts and sections of that Agreement 500-S1211 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 8/1/13
Robert Price, M.D.
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:


By:  Dated: Aug. 5, 2013
Don Ashton, M.P.A., Interim Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services 500-S1211 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: 9/10/13


By:  _____
Ron Briggs, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By:  _____
Deputy Clerk

Dated: 9/10/13

-- CONTRACTOR --

By:  _____
Michael C. Lin, M.D.
"Contractor"

Dated: 9/10/13