

**SECOND AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. MH-16-001
PURCHASING AGENT NO. 16-116**

This Amendment to BOS Agreement No. MH-16-001, Purchasing Agent No. PA 16-116 is entered into this 18th day of October, 2016, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **John Garratt, M.D.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. MH-16-001, Purchasing Agent No. PA 16-116 was entered into on June 30, 2016, and Amendment No. MH-16-001-A1 was entered into on July 20, 2016; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and John Garratt, M.D., this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to designate Dr. Garratt as Chief Psychiatrist for Mendocino County Behavioral Health and Recovery Services.

NOW, THEREFORE, we agree as follows:

Amount of Agreement: The amount set out in the original BOS Agreement No. MH-16-001 will be increased from \$50,000 to \$200,000.

Scope of Work: The Scope of Work set out in the original BOS Agreement No. MH-16-001 has been altered and a new Scope of Work, Exhibit A, is attached herein.

Payment Terms: The Payment Terms, Exhibit B, set out in the original BOS Agreement No. MH-16-001 has been altered and a new Exhibit B is attached herein.

Expected Outcome of Amendment: Dr. Garratt will continue to provide psychiatric services to Behavioral Health and Recovery Services (BHRS) clients, and will also serve as the Chief Psychiatrist for Mendocino County.

All other terms and conditions of BOS Agreement No. MH-16-001 and MH-16-001-A1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO
HEALTH AND HUMAN SERVICES AGENCY:

By: [Signature]
Jenine Miller, HHSA Assistant Director/
Behavioral Health Director

Date: 9/19/16

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050

Line Item: 86-2185

Org/Object Code: MHAS75

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: OCT 18 2016

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature] Date: OCT 18 2016
Deputy

I hereby certify that according to the provisions of
Government Code Section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature] Date: OCT 18 2016
Deputy

INSURANCE REVIEW:

By: [Signature]
ALAN D. FLORA, Risk Manager

Date: 9-28-16

CONTRACTOR/ COMPANY NAME

Please see attached
page for signature

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

John Garratt, M.D.
P.O. Box 231
Comptche, CA 95472

By signing above, signatory warrants and
represents that he/she executed this Agreement
in his/her authorized capacity and that by
his/her signature on this Agreement, he/she or
the entity upon behalf of which he/she acted,
executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT, County Counsel

By: [Signature]
Deputy

Date: 9/21/16

FISCAL REVIEW:

By: [Signature]
Deputy CEO/Fiscal

Date: 9-28-16

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: [Signature]

CARMEL J. ANGELO, Chief Executive Officer

Date: 9-28-16

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB #16-109

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**COUNTY OF MENDOCINO
HEALTH AND HUMAN SERVICES AGENCY:**

By: _____
Jenine Miller, HHSA Assistant Director/
Behavioral Health Director

Date: _____

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050

Line Item: 86-2185

Org/Object Code: MHAS75

Grant: ☐ Yes ☒ No

Grant No.: _____

COUNTY OF MENDOCINO

By: _____
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____ Date: _____
Deputy

I hereby certify that according to the provisions of
Government Code Section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____ Date: _____
Deputy

INSURANCE REVIEW:

By: _____
ALAN D. FLORA, Risk Manager

Date: _____

CONTRACTOR/ COMPANY NAME

By: _____
Signature

Printed Name: John Garratt, M.D.

Title: Psychiatrist

Date: 9/29/16

NAME AND ADDRESS OF CONTRACTOR:

John Garratt, M.D.

P.O. Box 231

Comptche, CA 95472

By signing above, signatory warrants and
represents that he/she executed this Agreement
in his/her authorized capacity and that by
his/her signature on this Agreement, he/she or
the entity upon behalf of which he/she acted,
executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT, County Counsel

By: _____
Deputy

Date: _____

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

Date: _____

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB #16-109

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following:

- 1) Psychiatric services to Behavioral Health and Recovery Services (BHRS) up to 20 **24** hours per week with a schedule to be determined in conjunction with the BHRS hours of operation. Vacations to be scheduled with client coverage considered. CONTRACTOR to advise BHRS in advance of absences to assure proper client coverage.
- 2) **Serve as Chief Psychiatrist for BHRS, providing psychiatric services to BHRS on-call on Wednesdays from 8 a.m. to 5 p.m. each week in addition to the above mentioned hours in coordination with COUNTY and CONTRACTOR according to the predesignated time frame.**
- 3) Client treatment and advice on matters concerning services which CONTRACTOR agrees to provide for clients of the Mendocino County BHRS.
- 4) Psychiatric clinical consultation services to BHRS professional staff.
- 5) Psychiatric clinical consultation services through a collaborative agreement with the physician extenders who provide medication support services including, but not limited to psychiatric nurse practitioners and physician assistants.
- 6) **Provide psychiatric clinical supervision including but not limited to psychiatric nurses, nurse practitioners and physician assistants contracted by Mendocino County BHRS.**
- 7) Participation in Quality Assurance consultation such as Audits, Peer Review, and Utilization Review.
- 8) Medical records - created, maintained and completed as required by law and in compliance with Mendocino County BHRS policies and procedures. Records shall remain housed at BHRS.
- 9) Relief duties for absent psychiatrist as requested by BHRS Medical Director and/or Director.

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- 10) Attendance at Psychiatric Staff Meetings in Ukiah at the discretion of the BHRS Medical Director and/or BHRS Director, up to two hours per meeting.

- 11) CONTRACTOR shall chart to Medi-Cal standards as outlined below:

Medical records are to be complete and legible. Documentation for each patient encounter shall include the following:

- a) Reason for the encounter and relevant history
 - b) Examination findings
 - c) Prior diagnostic test results
 - d) Assessment
 - e) Clinical impression and diagnosis plan for care; and
 - f) Date and legible identity of observer
 - g) If not documented, the rationale for ordering diagnostic and other ancillary services should be easily inferred. Past and present diagnoses should be accessible for treating and/or consulting physician and appropriate health risk factors should be identified. Patient's progress, response to changes in treatment, and revision of diagnosis should be documented; and diagnostic codes reported should be supported by documentation in the medical record.
- 12) **Plan, coordinate, and direct the implementation and operation of behavioral health and related medical services and interventions.**
- 13) **Provide consultation to Department staff including medication management, diagnostic, and case formulation; coordinate services plans with other agencies; provides on-call consultation to Department staff on Wednesdays.**
- 14) **In collaboration with the division's managers, oversee the recruitment and hiring of medical staff including psychiatrists, psychiatric nurse practitioners, and physician assistants. Participate in appropriate and prescribed personnel disciplinary process and mentor and support the professional development of medical staff.**
- 15) **Work with appropriate staff in the department and County in completing investigations and developing appropriate recommendations to resolve complaints with medication concerns/complaints.**

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- 24) CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPAA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.
- 25) CONTRACTOR shall notify COUNTY of all communications with media, including but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any communications with media.
- 26) This agreement may be terminated by either party without cause upon 45 days written notice to the other party.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

COUNTY will pay CONTRACTOR as per the following instructions:

- 1) A rate of One Hundred and Fifty Dollars (\$150) per hour for services as listed in Exhibit A, provided at the designated job sites as determined by schedule set by Medical Director of Behavioral Health and Recovery Services or BHRS Director. Costs for travel will not be reimbursed for the term of this Agreement.
- 2) **Services will be reimbursed at a rate of Six Hundred Dollars (\$600) per month for Wednesday on-call as listed in Exhibit A in addition to the above mention rate.**
- 3) CONTRACTOR shall submit invoices for services on approved form (Attachment 1) within 30 days of service. Said invoices shall accurately reflect time reported on daily records. Billings for services beyond the 30-day period will not be honored.
- 4) Invoices for services will be submitted to:

Mendocino County HHSA
Behavioral Health and Recovery Services
1120 So. Dora St.
Ukiah, CA 95482
Attn: Jenine Miller

The compensation payable to CONTRACTOR hereunder shall not exceed \$50,000
\$200,000 for the term of this Agreement.
[END OF PAYMENT TERMS]