



RESOLUTION No. 18-363

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE RENEWAL CONTRACT WITH MICHAEL LIN, M.D. (RESOLUTION 17-294)

WHEREAS, the County entered into a renewal contract with Michael Lin, M.D. to provide direct clinical and other psychiatric services for citizens of Nevada County per Resolution 17-294, for the contract term of July 1, 2017 through June 30, 2018; and

WHEREAS, the parties desire to renew and amend their agreement to: 1) extend the Contract Termination Date from June 30, 2018 to June 30, 2019; 2) increase the maximum contract price from \$252,360 to \$581,360, not to exceed \$277,360 for Fiscal Year 2017/18 (an increase of \$25,000) and \$304,000 for Fiscal Year 2018/19 due to an unanticipated increase in services in Fiscal Year 2017/18; and 3) revise Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 1 by and between the County and Michael Lin, M.D. pertaining to direct clinical and other psychiatric services for citizens of Nevada County which extends the contract termination date from June 30, 2018 to June 30, 2019; increases the maximum contract price from \$252,360 to \$581,360 (an increase of \$329,000); and revises Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price, be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

Funds to be disbursed from accounts: 1589-40104-493-1000/521520; and 1589-40110-493-8302/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 17th day of July, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____



Edward Scofield, Chair

7/17/2018 cc: BH*
AC*
Dr. Lin

**AMENDMENT #1 TO THE RENEWAL CONTRACT WITH
MICHAEL LIN, M.D. (RESO 17-294)**

THIS AMENDMENT is dated this 29th day of June, 2018 by and between MICHAEL LIN, M.D., hereinafter referred to as "Contractor" and COUNTY OF NEVADA, hereinafter referred to as "County". Said Amendment will renew and amend the prior Agreement between the parties entitled Personal Services Contract, as approved on June 20, 2017, per Resolution No. 17-294.

WHEREAS, the County has contracted with Contractor to provide Direct clinical and other psychiatric services for citizens of Nevada County, for the contract term of July 1, 2017 through June 30, 2018; and

WHEREAS, the parties desire to renew and amend their agreement to: 1) extend the Contract Termination Date from June 30, 2018 to June 30, 2019; 2) increase the Maximum Contract Price from \$252,360 to \$581,360 (an increase of \$329,000) due to an unanticipated increase in services in FY 2017/18; and 3) revise Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.


NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of June 1, 2018.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$581,360.
3. That Section (§3) Contract Termination Date, shall be changed to the following: 06/30/2019.
4. That Exhibit "B", "Schedule of Charges and Payments", shall be revised to the amended Exhibit "B" as attached hereto and incorporated herein.
5. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

By: 
Honorable Edward Scofield
Chair of the Board of Supervisors

CONTRACTOR:

By: 
Michael Lin, M.D.
Physician/Psychiatrist
8735 Seville Circle
Granite Bay, California 95746

ATTEST:

By: 
Julie Patterson-Hunter
Clerk of the Board of Supervisors

Exhibit "B"
Schedule of Charges and Payments
Michael Lin, M.D.

As compensation for services rendered to the County, Contractor shall be reimbursed at an hourly rate of \$190.00 (inclusive of either 1 hour/day of travel to western Nevada County offices or 3 hours/day of travel to eastern Nevada County offices). The maximum contract obligation shall not exceed \$581,360 for the term of the contract.

In consideration of services provided by Contractor under this Agreement, County shall provide general liability insurance and professional liability (malpractice) insurance, for which coverage shall be specifically limited to liabilities from services provided by Contractor under this Agreement.

County and Contractor recognize and acknowledge that Contractor is an independent contractor and sole proprietor in providing services under the terms of this agreement and as such, shall not be covered under the County's Workers' Compensation policy.

Contractor shall submit invoices once a month for services rendered in the prior month, with a statement of services provided including a breakdown listing the date and number of hours that are being billed. The Contractor shall not exceed the maximum of one (1) hour per week for therapeutic phone consultation services. Contractor shall specify on invoice when he is billing for phone consultation hours.

Payment to Contractor shall be made by County after the Behavioral Health Department has approved payment of the invoice. Payment shall be made within Thirty (30) calendar days after receipt of the approved invoice.

Invoices shall be submitted to:

HHS Administration
Attn: BH Fiscal
950 Maidu Avenue
Nevada City, CA 95959

