



RESOLUTION No. 17-036

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE RENEWAL PERSONAL SERVICES CONTRACT WITH BLAIR ROMER, M.D. FOR DIRECT CLINICAL PSYCHIATRIC SERVICES

WHEREAS, the Nevada County Board of Supervisors approved execution of a renewal contract on June 21, 2016 per Resolution 16-251 with Blair Romer, M.D. for the provision of direct clinical psychiatric services including the examination, diagnosis and treatment of clients (adolescents and/or adults) receiving County Mental Health, Drug and/or Alcohol Services; and

WHEREAS, the parties desire to amend their Agreement to increase the contract maximum, as Dr. Romer will be providing additional days per week of services in order to meet department psychiatric coverage needs, beginning in February 2017; revise Exhibit "A", Schedule of Services and Exhibit "B", Schedule of Charges and Payments to reflect the changes in service hours/days and maximum contract price.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment No. 1 to the Personal Services Contract by and between the County and Blair Romer, M.D. for the provision of direct clinical psychiatric services for adolescents and/or adult clients of Nevada County Behavioral Health Department, pertaining to an increase in the maximum contract amount from \$82,000 to \$225,000 (an increase of \$143,000); amending and replacing Exhibit "A" Schedule of Services and Exhibit "B" Schedule of Charges and Payments, as set forth in the amended Exhibit "A" and Exhibit "B", attached hereto and incorporated herein, for the 2-year contract term of July 1, 2016 through June 30, 2018, be and hereby is approved, 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 in the amount of \$80,000 to be encumbered for Fiscal Year 2016/17, and to be disbursed from account: 1589-40110-493-8301/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of January, 2017, 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: 


Hank Weston, Chair

1/24/2017 cc: BH*
AC*
B Romer MD

**AMENDMENT #1 TO THE CONTRACT WITH
BLAIR ROMER, M.D., FOR PSYCHIATRIC SERVICES**

THIS AMENDMENT is dated this 24th day of January, 2016 by and between BLAIR ROMER, M.D., hereinafter referred to as "Contractor," and COUNTY OF NEVADA, hereinafter referred to as "County." Said Amendment will amend the prior Agreement between the parties entitled Personal Services Contract, as approved per Resolution No. 16-251.

WHEREAS, the Contractor provides direct clinical psychiatric services including the examination, diagnosis, and treatment of clients, including adolescents and/or adults, receiving County Mental Health, Drug and/or Alcohol Services; and

WHEREAS, the parties desire to amend their Agreement to: 1) increase the Maximum Contract Price from \$82,000 to \$225,000 (an increase of \$143,000) as Dr. Romer will be providing additional days per week of services in order to meet department psychiatric coverage needs, beginning in February 2017; 2) revise Exhibit "A" Schedule of Services to reflect the additional days of service 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 February 1, 2017.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$225,000.
3. That Exhibit "A", "Schedule of Services", shall be amended and replaced, as set forth in the amended Exhibit "A" attached hereto and incorporated herein.
4. That Exhibit "B", "Schedule of Charges and Payments", shall be amended and replaced, as set forth in the amended Exhibit "B" 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: Hank Weston
Honorable Hank Weston
Chair of the Board of Supervisors

CONTRACTOR:

By: Blair Romer
Blair Romer, M.D. / Psychiatrist
P.O. Box 1870
Rocklin, CA 95677

ATTEST:

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

EXHIBIT "A"
SCHEDULE OF SERVICES
Blair Romer, M.D./Psychiatrist

Contractor shall provide direct clinical psychiatric services including the examination, diagnosis, and treatment of clients (adolescents, and/or adults) receiving County Mental Health, Drug and/or Alcohol Services in various County facilities and locations.

Contractor shall: Evaluate clients to determine therapeutic and medication needs; administer and interpret various psychological assessment instruments; develop treatment plans; participate in case conferences; consult with clinical staff regarding support services, placement and treatment options; provide consultation for crisis referrals; prescribe and administer medications; provide conservatorship evaluations as needed by County; provide expert testimony in court proceedings as may be required by County or as otherwise provided herein. Contractor shall participate in quality improvement and medication monitoring procedures and meetings, clinical meetings and other meetings as requested by Behavioral Health Director; shall consult with Department's Medical Director regarding clinical issues; shall act in a manner consistent with Nevada County Behavioral Health policies and procedures during county work; shall meet with Behavioral Health Director and/or designee as needed regarding contract compliance.

All services shall be provided according to accepted medical and psychiatric treatment modalities. Contractor shall adhere to all Medi-Cal and Medicare regulations including documentation requirements and time frames for submission of all documentation. Contractor shall not provide any service that is not compatible with Department's policies and procedures.

Contractor shall provide an average of four and a half (4.5) hours per week of clinical services for the department for the contract period of July 1, 2016 through January 31, 2017. Contractor will be providing a minimum of two (2) days per week of psychiatric services, with up to three (3) days per week, based on department psychiatric coverage needs for the remaining contract period of February 1, 2017 through June 30, 2018. Contractor and County may adjust the number of service hours as mutually agreeable, and as department needs warrant. Contractor and Director of Behavioral Health shall arrange a mutually acceptable schedule for days/times of services, and any necessary scheduling changes.

Contractor will be available by phone during regular business hours. The Contractor may charge up to 1 hour of phone consultation time per week for time spent in phone consultation addressing county cases. Contractor is not liable for crisis management in his off clinic hours.

Notwithstanding Contractor's legal status as an independent contractor, Contractor shall be deemed to be a County "workforce member" as defined by 45 CFR 160.103 strictly for purposes of HIPAA compliance and ensuring the confidentiality of PHI. Contractor shall

comply with all County policies, procedures and requirements related to HIPAA compliance.

As the department uses the Cerner Behavioral Health Solution for an Electronic Health Records System, the Contractor shall be required to use the Cerner Behavioral Health Solution functionality that is relevant to the scope of work of this contract, as requested by County. This may include the following Cerner Behavioral Health Solution functionality: use of the Billing System, Doctors HomePage, E-Prescribing, other clinical documentation, and any other Electronic Health Record data collection necessary for the County to meet billing and quality assurance goals. The Contractor shall receive training as needed to be able to comply with this requirement.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
Blair Romer, M.D. /Psychiatrist

The total contract maximum obligation for all services rendered to County shall not exceed \$225,000 for the entire contract term of July 1, 2016 through June 30, 2018. The contract maximum shall not exceed \$80,000 for Fiscal Year 2016/17 and shall not exceed \$145,000 for Fiscal Year 2017/18.

The County shall reimburse Contractor at a rate of \$150.00/per hour for the contract period of July 1, 2016 through January 31, 2017.

The County shall reimburse Contractor at a rate of \$160.00/per hour for the contract period of February 1, 2017 through June 30, 2018.

The time charged shall be based upon actual time spent providing direct psychiatric services as set forth in the Exhibit "A" Schedule of Services.

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 provided. Contractor shall provide on his monthly invoice a breakdown listing the date and number of hours that are being billed. The Contractor shall not exceed the maximum of one hour per week for therapeutic phone consultation services. Contractor shall specify on invoice when billing for phone consultation hours.

Invoices are to be submitted to:

Nevada County Behavioral Health Department
Attn: Fiscal Staff
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945