

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT (PHYSICIAN)

This AMENDMENT TO EMPLOYMENT AGREEMENT (PHYSICIAN) (“**Amendment No. 1**”) is entered into by and between the COUNTY OF MONTEREY (“**County**” or “**Employer**”), on behalf of its Health Department (“**MCHD**”), and **Emily Todd, M.D.**, an individual (“**Employee**”).

RECITALS

WHEREAS, the County and Employee have heretofore entered into an Employment Agreement for the period July 6, 2020 to July 2, 2021 (“**Agreement**”); and

WHEREAS the County and Employee wish to amend the Agreement to reflect changes in the Scope of Services, and increase the base salary effective March 13, 2021 as specified below.

NOW THEREFORE, the County and Employee hereby agree to amend the Agreement as follows:

1. Section 3. **Letters.**

(F) [Increase] Annual Base Salary: **Fifty-Seven Thousand Four Hundred Sixty-Eight and 00/100 Dollars (\$57,468.00)** per year.
Hourly Wage: \$171.80 July 6, 2020 thru March 12, 2021
\$251.93 March 13, 2021 thru July 2, 2021
Special Assignment Pay shall not exceed: not applicable
The combined amount of this Agreement shall not exceed a total of **Three Hundred Eighty Thousand Four Hundred Fifty-Two and 00/100 Dollars (\$380,452.00)** per year.

2. Section IV. **Compensation.**

A. Base Salary.

The Employee’s “Base Salary” is amended to add **Fifty-Seven Thousand Four Hundred Sixty-Eight and 00/100 Dollars (\$57,468.00)**; therefore: “The Employee shall be compensated during the term of this Agreement at a Base Salary rate of **Three Hundred Eighty Thousand Four Hundred Fifty-Two and 00/100 Dollars (\$380,452.00)** per year, which shall be paid in equal bi-weekly installments, in arrears, commencing March 13, 2021.”

B. Special Assignment Pay.

The “Special Assignment Pay to Employee when combined with Base Salary shall not exceed annual amount” is amended to add **Fifty-Seven Thousand Four Hundred Sixty-Eight and 00/100 Dollars (\$57,468.00)**; therefore “Any Special Assignment Pay to Employee made pursuant to the provisions of the Personnel Policies and Practices Section A.12, when combined with Base Salary, shall not exceed the annual amount of **Three**

Hundred Eighty Thousand Four Hundred Fifty-Two and 00/100 Dollars (\$380,452.00) per year during the term of this Agreement, without appropriate amendment of this Agreement.”

3. EXHIBIT “B”, Scope of Services is replaced with AMENDMENT NO. 1 EXHIBIT “B-1”, Scope of Services.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect.
5. A Copy of this Amendment No. 1 shall be attached to the Agreement.

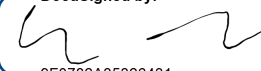
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year executed by both parties.

DATED: 3/18/2021 | 9:51 AM PDT **EMPLOYER:**


DocuSigned by:

By CTA30BA59CA6423...
Elsa Jimenez, Director of Health
MONTEREY COUNTY HEALTH DEPARTMENT

DATED: 3/15/2021 | 4:39 PM PDT **EMPLOYEE:**

DocuSigned by:

By 9F0782A35926431..., M.D.
Emily Todd, M.D.

APPROVED AS TO LEGAL FORM:

DocuSigned by:

65EE9F1502BD412...
Deputy County Counsel

DATE: 3/18/2021 | 9:04 AM PDT

APPROVED AS TO FISCAL:

DocuSigned by:

D3834BFEC1D8449...
Auditor-Controller Office

DATE: 3/18/2021 | 9:16 AM PDT

AMENDMENT No. 1 to EXHIBIT “B-1”
SCOPE OF SERVICES

- I. IN GENERAL.** You are being employed as a Physician in a **100 percent (100% FTE)** position with the County of Monterey on behalf of its Health Department (“MCHD”) pursuant to the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code Section 5600 et seq.), Part 2.5 of Division 5 of the California Welfare and Institutions Code, and Titles 9 and 22 of the California Code of Regulations.
- II. IDENTIFICATION OF PROVIDER**
Emily Todd, M.D., Ph.D.
1231 3rd Street
Monterey, CA 93940
(615) 522-1505
- III. SERVICE NARRATIVE**
Provide psychiatric services, diagnostic services, treatment planning, and medication monitoring to clients of the Monterey County Behavioral Health Division and other agency partners.
- IV. SERVICE REQUIREMENTS / OBJECTIVES**
A. You will provide:
1. Function as Chief of Services for the Natividad Medical Center (NMC) Mental Health Unit (MHU): will provide leadership for and supervision of medical aspects of all inpatient services.
 2. Coordinate inpatient day/night coverage when the assigned psychiatrist for the psychiatric inpatient unit is absent.
 3. Supervise and teach family medicine residents, NP interns, PA interns, and medical students when assigned to an inpatient clinical rotation. Participate in the development of training programs and initiatives.
 4. Psychiatric evaluations for Behavioral Health clients.
 5. Medication monitoring for clients on psychiatric medication.
 6. Psychiatric consult and treatment for Behavioral Health clients; Behavioral Health contract agencies; clients referred to Behavioral Health from the juvenile justice system, Department of Social Services, Monterey County schools, adult justice system, and Central Coast Alliance for Health; other mental health providers; and community and County hospitals as authorized.
 7. Training and consultation with team members.
 8. Consultations and reports for social service agencies.
 9. Formulate and implement treatment plans for admitted patients at Natividad Medical Center (NMC) Mental Health Unit (MHU).
 10. Follow up assigned patients admitted in the MHU and implement discharge plans.
 11. Provide back-up psychiatric consults for NMC patients in other hospital

- wards other than the MHU if time allows and the consults do not interfere with required work on the inpatient unit.
12. Complete all legal documents and testifies in administrative hearings and/or court hearings as ordered by the court.
 13. Provide clinical supervision for Crisis Intervention Specialists and review and sign their clinical evaluations.
 14. Supervise and sign physical examinations by Physician Assistants.
 15. Complete medical record documentation per requirement of the Monterey County Health Department-Behavioral Health Bureau (MCHD-BHB), NMC and State Department of Mental Health.
 16. Communicate any clinical information to outpatient/inpatient psychiatrists.
 17. Provide training to MCHD-BHB staff, NMC staff, and other agencies.
 18. Participate in Quality Improvement functions at NMC and MCHD-BHB.
 19. Complete fiscal documentation as required.
 20. Complete disability reports in a timely manner.
 21. Evaluate and complete necessary legal documentation for establishment or reestablishment of LPS conservatorship.
 22. Job productivity standards (75% billable productivity) as established by the Medical Director.
 23. Use a 5-day work time to attend educational meetings which are continuing accredited medical education with prior approval from the Medical Director.
 24. Perform other duties as assigned by the Medical Director.

B. **Schedule(s).** Schedule shall be arranged by the Medical Director.

V. ON-CALL PROVISION OF PROFESSIONAL SERVICES:

1. **Weeknight “on-call” coverage** thirty-six (36) during March 13, 2021-July 2, 2021 at the Natividad In-Patient Unit, as scheduled by the Medical Director.
2. **Weekend “on-call” coverage** six (6) during March 13, 2021-July 2, 2021 at the Natividad In-Patient Unit, as scheduled by the Medical Director.
3. **Holiday coverage up to Four (4) days**, as scheduled by the Medical Services Director.
If Employee is required to work on a holiday, for each such holiday worked, the Employee, at management’s discretion, shall be entitled to compensatory time off or compensatory pay, based on the Employee’s hourly rate, on an hour-for-hour basis for up to a maximum of eight (8) hours for such work on a County holiday. There shall be no compensation or compensatory time off to the Employee for time worked on a County holiday in excess of eight (8) hours.
4. You must comply with all Bylaws, Policies, Rules and Regulations of Natividad Medical Center and Behavioral Health and with all State and Federal laws and regulations regarding the transfer and treatment of clients.

VI. SERVICE LOCATION(S)

July 6, 2020 to September 11, 2020
Tele-Psychiatry

September 12, 2020 to July 2, 2021
Behavioral Health Bureau Psychiatric Inpatient Unit
1441 Constitution Boulevard, Building 940
Salinas, CA 93906

And, as designated by Medical Director.

VII. SERVICE DATE(S) AND TIME(S)

The professional psychiatric services that are the subject of this Contract are to be:

July 6, 2020 to September 11, 2020
Twenty (20) hours per each normal business week (Monday-Friday).

September 12, 2020 to March 12, 2021
Four-week rotating night float model:
Seven days of day-time coverage Monday through Sunday
Seven days of night-time coverage Monday through Sunday
Five days of day-time coverage Monday through Friday
Nine days off Saturday through Sunday

March 13, 2021 to July 2, 2021
Forty (40) hours per each normal business week (Monday-Friday).

This schedule is subject to change if mutually agreed upon.

VIII. CLAIRIFICATION(S)

Annual Leave Accrual for a full-time (100%) employee: Twenty-three (23) days/year @ 7.08 (decimal), 7:05 (hour: minutes) per pay period. If less than a full-time employee, annual leave accrual will be prorated.

IX. DESIGNATED CONTRACT MONITOR

Mark Alexakos, M.D.
Monterey County Health Department Behavioral Health Medical Director
1441 Constitution Blvd., Building 400, Suite 200
Salinas, CA 93906
(831) 796-1700