

## FIRST AMENDMENT

### TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS FIRST AMENDMENT** to the Agreement for Services of Independent Contractor, referenced as **BC #22-077**, is made by and between the **County of Santa Barbara** (County or Department) and **LocumTenens.com LLC** (Contractor), for the continued provision of services specified herein.

**WHEREAS**, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County, and County desires to continue to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

**WHEREAS**, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor, referred to as BC #22-077, on June 28, 2022 for the provision of locum tenens psychiatry services for a total Maximum Contract Amount not to exceed \$2,400,000, inclusive of \$1,200,000 per Fiscal Year, for the period of July 1, 2022 through June 30, 2024; and

**WHEREAS**, this First Amendment updates the contract consistent with the State Public Health Officer Order of September 13, 2022 and increases the Fiscal Year contract maximum amount for Fiscal Years 22-23 by \$500,000, due to the increased need for temporary staffing services at the Department of Behavioral Wellness Psychiatric Health Facility, for a new total Contract Maximum Amount not to exceed \$2,900,000, inclusive of \$1,700,000 for FY 22-23 and \$1,200,000 for FY 23-24, for the period of July 1, 2022 through June 30, 2024.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions contained herein, the parties agree as follows:

**I. Delete subsection 4 (California Department of Public Health, Public Health Officer Order, Health Care Worker COVID-19 Vaccine Requirement) of section 1.C (Health Screening) of Exhibit A-2 (Credentialing Requirements for Health Care Professionals), and replace with the following:**

**4. California Department of Public Health, Public Health Officer Order, Health Care Worker COVID-19 Vaccine Requirement.**

- a. In compliance with the State Public Health Officer Order, Health Care Worker Vaccine Requirement, and any amendments or updates that may hereafter be in force, Contractor shall, at its sole cost and expense, promptly provide to County proof of:
  - i. Vaccination and boosters for all Professionals; or
  - ii. Exemption status for all Professionals, and
  - iii. Testing results for all Professionals if required by the State Public Health Officer, Local Public Health Officer, or County policy.
- b. This requirement applies to all Professionals who are defined as “worker” under the State Public Health Officer Order and provide services under this Agreement.
- c. The State Public Health Officer Order is subject to change, but the current order is available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Health-Care-Worker-Vaccine-Requirement.aspx>.

**II. Delete Section 1 (Agreement Maximum Value) of Exhibit B (Financial Provisions), and replace with the following:**

- 1. AGREEMENT MAXIMUM VALUE.** For services to be rendered under this Agreement, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a Maximum Agreement Value not to exceed **\$2,900,000** for the Term of this Agreement, inclusive of \$1,700,000 for FY 22-23 and \$1,200,000 for FY 23-24. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Agreement Value for Contractor's performance hereunder without a properly executed amendment.

**III. Delete Exhibit B-1 Schedule of Rates and Contract Maximum in its entirety, and replace with the following:**

**EXHIBIT B-1**

**SCHEDULE OF RATES AND CONTRACT MAXIMUM**

<b>OUTPATIENT RATES</b>			
	<b>ADULT OUTPATIENT PSYCHIATRY</b>	<b>CHILD/ ADOLESCENT PSYCHIATRY</b>	<b>NURSE PRACTITIONER/ PHYSICIAN'S ASSISTANT</b>
Hourly Rate Range, All Inclusive (8AM to 5PM / 40 hour per week minimum)	\$226.05 – \$259.40	\$226.05 – \$259.40	\$165.00 - \$195.00
Overtime (per hour)*	\$330.75 - \$372.75	\$330.75 - \$372.75	\$240.00 - \$285.00
Weeknight on-call Mon-Fri 5:01PM to 7:59AM (per night)**	\$882.00 - \$966.00	\$882.00 - \$966.00	\$240.00 - \$285.00
Weekend on-call 8AM to 7:59AM (per 24 hours, no proration for partial days)**	\$882.00 - \$966.00	\$882.00 - \$966.00	\$550.00 - \$700.00
<b>INPATIENT RATES</b>			
	<b>ADULT INPATIENT PSYCHIATRY</b>		<b>NURSE PRACTITIONER/ PHYSICIAN'S ASSISTANT</b>
Hourly Rate Range, All Inclusive***	\$237.30 – \$272.40		\$168.00 – \$199.50
<b>TOTAL CONTRACT MAXIMUM VALUE FY 22-23:</b>			<b>\$1,700,000</b>
<b>TOTAL CONTRACT MAXIMUM VALUE FY 23-24:</b>			<b>\$1,200,000</b>
<b>TOTAL CONTRACT MAXIMUM NOT TO EXCEED FY 22-24:</b>			<b>\$2,900,000</b>

\*For hours in excess of 40 hours per week.

\*\*Overtime applies for time worked while on-call.

\*\*\*No adjustments for overtime pay.

**IV.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the original Agreement. The terms and provisions of the original Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.

*(This section intentionally left blank.)*

SIGNATURE PAGE FOLLOWS


**SIGNATURE PAGE**

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Locumtenens.com LLC**.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to be effective on the date executed by COUNTY.

**COUNTY OF SANTA BARBARA:**

By:

  
DAS WILLIAMS, CHAIR  
BOARD OF SUPERVISORS

Date:

2-28-23

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:

  
Deputy Clerk

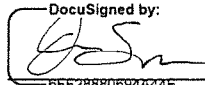
Date:

2-28-23

**CONTRACTOR:**

**Locumtenens.com LLC.**

By:

DocuSigned by:  
  
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Authorized Representative

Name:

Jeannie Smith

Title:

Associate VP

Date:

2/16/2023

**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL

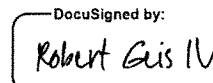
By:

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Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

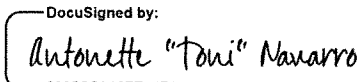
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Deputy

**RECOMMENDED FOR APPROVAL:**

ANTONETTE NAVARRO, LMFT  
DIRECTOR, DEPARTMENT OF  
BEHAVIORAL WELLNESS

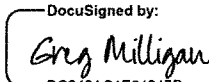
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Director

**AS TO INSURANCE FORM:**

GREG MILLIGAN, ARM  
RISK MANAGER

By:

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Risk Manager