

**FIRST AMENDMENT  
TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS FIRST AMENDMENT** to the Agreement for Services of Independent Contractor, referenced as **BC #20-026** (hereafter First Amended Agreement), 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 locum tenens staffing 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**, on June 2, 2020, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor with Contractor, referred to as BC 20-026, for the provision of locum tenens psychiatry services for a Maximum Agreement Value not to exceed **\$1,800,000**, inclusive of \$900,000 for FY 2020-2021 and \$900,000 for FY 2021-2022, for the period of July 1, 2020 through June 30, 2022; and

**WHEREAS**, due to increased utilization of locum tenens physicians, this First Amended Agreement increases the Agreement amount for FY 2020-2021 by **\$330,000**, for a new total Maximum Agreement Value not to exceed **\$2,130,000**, inclusive of \$1,230,000 for FY 2020-2021 and \$900,000 for FY 2021-2022, and incorporates the terms and conditions set forth in the original Agreement approved by the County Board of Supervisors on June 2, 2020, except as modified by this First Amended Agreement.

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

**I. Delete Exhibit B Financial Provisions, Section I (Agreement Maximum Value) in its entirety and replace with the following:**

- I. 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 **\$2,130,000** for the Term of this Agreement, inclusive of \$1,230,000 for FY 20-21 and \$900,000 for FY 21-22. 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.

**II. 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>ADULT OUTPATIENT PSYCHIATRY</b>	<b>CHILD/ADOLESC ENT PSYCHIATRY</b>	<b>NURSE PRACTITIONER/ PHYSICIAN'S ASSISTANT</b>
Hourly Rate Range, All Inclusive (8AM to 5PM / 40 hour per week minimum)	\$220.50 – \$253.05	\$220.50 – \$253.05	\$160.00 - \$190.00
Overtime (per hour)*	\$330.75 - \$362.75	\$330.75 - \$362.75	\$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>TOTAL CONTRACT MAXIMUM VALUE FY 20-21:</b>			<b>\$1,230,000</b>
<b>TOTAL CONTRACT MAXIMUM VALUE FY 21-22:</b>			<b>\$900,000</b>
<b>TOTAL CONTRACT MAXIMUM NOT TO EXCEED FY 20-22:</b>			<b>\$2,130,000</b>

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

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


**III. All other terms shall remain in full force and effect.**

**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 Agreement to be effective on the date executed by COUNTY.

**COUNTY OF SANTA BARBARA:**

By:   
BOB NELSON, CHAIR  
BOARD OF SUPERVISORS

Date: 6.15.21

**ATTEST:**

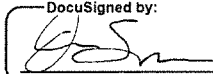
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:   
Deputy Clerk

Date: 6-15-21

**CONTRACTOR:**

**LocumTenens.com, LLC**

By:   
Authorized Representative


Name: Jeannie Smith

Title: Associate VP

Date: 5/26/2021

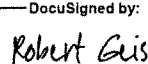
**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:   
Deputy County Counsel

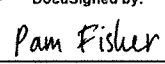
**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By:   
Deputy

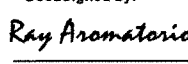
**RECOMMENDED FOR APPROVAL:**

PAM FISHER, PSY.D., ACTING DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By:   
Director

**APPROVED AS TO INSURANCE FORM:**

RAY AROMATORIO, RISK MANAGER  
DEPARTMENT OF RISK MANAGEMENT

By:   
Risk Manager