

**FIRST AMENDED AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

BC 21-030

THIS FIRST AMENDMENT to the **AGREEMENT** for services of Independent Contractor, referenced as BC 21-030 (hereafter First Amended Agreement) by and between the County of Santa Barbara (County) and **Jackson & Coker LocumTenens, LLC**, a Georgia limited liability company, (Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

WHEREAS, Contractor represents that it is trained, skilled, experienced, and competent to perform 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, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor with **Jackson & Coker LocumTenens, LLC**, referred to as BC 21-030, on June 22, 2021 for the provision of locum tenens psychiatry services, for a total amount not to exceed \$650,000 for the period of July 1, 2021 through June 30, 2022;

WHEREAS, the County and Contractor wish to enter into a First Amended Agreement for Services of Independent Contractor, referred to as BC 21-030 to update the Agreement to add infectious disease control language for inpatient services as required by County, State, and Federal requirements; add hourly rates for inpatient locum tenens staff; and increase the Agreement amount by \$170,000 due to unanticipated staffing needs, with a maximum contract amount not to exceed \$820,000 or the period of July 1, 2021 through June 30, 2022;

WHEREAS, the First Amended Agreement incorporates the other terms and conditions set forth in the Agreement approved by the County Board of Supervisors on June 22, 2021, except as modified by this First Amended Agreement; and

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

- I. **Delete Exhibit A-3 Statement of Work Credentialing Requirements for Healthcare Professionals in its entirety and replace with the following:**

**EXHIBIT A-3
STATEMENT OF WORK
CREDENTIALING REQUIREMENTS FOR HEALTHCARE PROFESSIONALS**

1. All Professionals must meet the following requirements, as verified by Contractor to the best of Contractor's knowledge, using industry standard methods and means of verification:
 - A. **Drugscreen.** Proof of a negative drugscreen is required prior to association with Contractor and annually thereafter if Professional is continually associated with Contractor. Drugscreen is to consist of 10 panel testing for Marijuana, Cocaine, Amphetamines (includes testing for Meth Amphetamines), Opiates, Propoxyphene, PCP, Barbiturates, Benzodiazepines, Methaqualone, and Methadone.

- B. Background Check.** Initial background check of a 7-year county criminal search for every county the Professional has lived in for the past seven years: annual background check thereafter if Professional is continually associated with Contractor. Contractor's background check is to require the following searches: OIG, EPLS, OFAC, and Sexual Offender Registry. Professionals with felony convictions are not eligible for hiring to provide professional services. Any other non-felony records or evidence of non-felony convictions will be provided to County for review prior to entering into any Agreement. Subcontracting of the background check requirement to a nationally recognized credentialing verification organization (CVO) may be substituted with the concurrence of the County.
- C. Health Screening.** Professionals are required to pass a Health Screening. The Health Screening consists of a physical exam, assessment of immunization status, and a TB screening and shall be conducted within six (6) months prior to initial Assignment of Professional or up to one (1) week after the start of Professional's initial Assignment by a lawfully authorized person who can verify that the Professional does not have any health condition that would create a hazard to the Professional, staff or clients, to include but not limited to the following:
1. **Physical Examination.** Evidence of an acceptable physical with no work restrictions within 6 months is required prior to initial Assignment of Professional or within one week after the start of Professional's initial Assignment. County, at its discretion, may accept work restrictions of Professionals if reasonable accommodations can be made.
 2. **Tuberculosis (TB) Test.** Proof of negative TB test within 6 months prior to initial Assignment of Professional or within one week after the start of Professional's initial Assignment, and on an annual basis and is to include:
 - a. Tuberculin Skin Test (TST);
 - b. Interferon-gamma release assay test, such as a Quantiferon (QFT).
 - c. For those Professionals that have tested positive for TB, TST or QFT, proof of a negative chest x-ray will be required.
 - i. If the chest x-ray is negative, the Professional will be required to complete a symptom questionnaire on an annual basis.
 - d. Annually, complete TB screening 30 days from the anniversary date of Professional's last TB screening.
 - i. Annual TB screening is an ongoing condition of assignment at the County Psychiatric Hospital Facility.
 3. **Immunization Records.** For vaccine preventable diseases, proof provided of immunization records, laboratory titer test results or a vaccination declination form is required for all Professionals prior to initial Assignment of Professional and to include but not limited to the following and in compliance with all County requirements and the State Public Health Officer Orders as required, provided a copy of such requirements and Orders have been provided to Professional and Contractor in writing by County:
 - a. Hepatitis B;
 - b. Measles, Mumps and Rubella (MMR);
 - c. Varicella;

- d. Tetanus-Diphtheria-Pertussis (Tdap);
 - e. Seasonal Influenza (during designated flu season only as determined by the County’s Health Officer). Professionals that decline the influenza vaccination will be required to:
 - i. Complete the Influenza Vaccination Declination Form; and
 - ii. Must wear a procedure mask while on duty during flu season (the dates for the season are to be determined by the County’s Health Officer and will be provided to Professional and Contractor in writing by County).
4. Professionals diagnosed with certain reportable communicable disease will not be allowed to work at the Psychiatric Health Facility (“PHF”). County will provide in writing to Contractor a list of such reportable communicable diseases.
- a. In the event a Professional’s Assignment is terminated following diagnosis of a communicable disease, the Professional must be cleared prior to starting a new Assignment by the County designated occupational health provider.

D. Cardiac Pulmonary Resuscitation (CPR). Certification must be current and valid. Online CPR course certifications are acceptable.

E. Expired Documentation. Professionals will NOT be allowed to work with an expired Drugscreen or TB test. Professionals will have a 30-day grace period to update their CPR or other advanced certifications required for their assignment with the County.

F. Certificates/Licenses. Provide to Behavioral Wellness Quality Care Management Team (QCMT) a current copy of the physician’s Drug Enforcement Agency (DEA) certificate and physician’s license.

2. Failure of Professional to meet any of the requirements set forth in this Exhibit A-3 shall result in termination of Assignment for Cause.

II. Delete Section 1 Agreement Maximum Value of Exhibit B Financial Provisions MHS 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 and Contract Maximum (Exhibit B-1), with a maximum value not to exceed **\$820,000** for FY 21-22.

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

(This section intentionally blank.)

EXHIBIT B-1
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A2)

SERVICE TYPE	ADULT PSYCHIATRY INPATIENT	ADULT PSYCHIATRY OUTPATIENT	CHILD/ ADOLESCENT PSYCHIATRY	NURSE PRACTITIONER/ PHYSICIAN'S ASSISTANT INPATIENT	NURSE PRACTITIONER/ PHYSICIAN'S ASSISTANT OUTPATIENT
Hourly Rate Range, All Inclusive (8AM to 5PM, 40 hour per week minimum)	\$231.50 – 265.70***	\$220.50 - \$253.05	\$220.50 - \$253.05	\$168 - 199.50***	\$160.00 - \$190.00
Overtime (per hour)*	N/A	\$330.75 - \$362.75	\$330.75 - \$362.75	N/A	\$240.00 - \$285.00
Weeknight on-call Mon- Fri 5:01 PM to 7:59AM (per night)**	N/A	\$882.00 - \$966.00	\$882.00 - \$966.00	N/A	\$240.00 - \$285.00
Weekend on-call 8AM to 7:59AM (per 24 hours, no proration for partial days)**	N/A	\$882.00 - \$966.00	\$882.00 - \$966.00	N/A	\$550.00 - \$700.00
TOTAL CONTRACT MAXIMUM VALUE NOT TO EXCEED FOR FY 21-22:					\$820,000
*For hours in excess of 40 hours per week. **Overtime applies for time worked while on-call. ***No adjustments for overtime pay.					

- IV. Effectiveness.** The terms and provisions set forth in this First Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amended Agreement, 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.
- V. Execution of Counterparts.** This First Amended Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

SIGNATURE PAGE

First Amended Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Jackson & Coker LocumTenens, LLC**.

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

COUNTY OF SANTA BARBARA:

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

JACKSON & COKER LOCUMTENENS, LLC

By: _____
Authorized Representative

Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

RACHEL VAN MULLEM
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: _____
Acting Director

APPROVED AS TO FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: _____
Risk Manager