

**FIRST AMENDMENT TO THE AGREEMENT
FOR SERVICES OF
CONTRACTOR ON PAYROLL**

Between

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS
AND

ANDRA DILLARD, R.N.

FOR

MENTAL HEALTH SERVICES

**FIRST AMENDMENT TO THE AGREEMENT
FOR SERVICES OF CONTRACTOR ON PAYROLL**

THIS FIRST AMENDMENT to the Agreement for Services of Contractor on Payroll (COP), by and between the County of Santa Barbara (County), a political subdivision of the state of California, and **Andra Dillard, R.N.** (Contractor), with a principal place of business at Santa Barbara, CA, wherein Contractor agrees to provide, and County agrees to accept, the services specified herein (First Amended Agreement).

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

WHEREAS, on May 17, 2022, the Board of Supervisors approved an Agreement for Services of COP with Contractor to provide infectious disease prevention and control services for the period of July 1, 2022 to June 30, 2023 in an amount not to exceed \$47,500;

WHEREAS, on August 23, 2022, the Board of Supervisors approved a Side Letter Agreement with the Service Employees International Union, Local 620, for changes to terms of employment for Psychiatric Nurses and employees assigned to the Crisis Stabilization Unit and Psychiatric Health Facility. This resulted in a 10% wage increase for Ms. Dillard's job class title, Psychiatric Nurse Supervisor; and

WHEREAS, through this First Amended Agreement, the County and Contractor wish to update agreement language for compliance with county, state and federal requirements and modify Exhibit B (Compensation) to increase the hourly pay rate, for a new total contract maximum amount not to exceed **\$49,500** for the period of July 1, 2022 through June 30, 2023.

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

I. Delete Section 24 (Compliance with Law) of the Agreement and replace it in entirety with the following:

24. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances; statutes; regulations; orders including, but not limited to, executive orders, court orders and health officer orders; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) and the California Department of Public Health now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance, statute, regulation, order, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County.

II. Delete Section 1 (Adherence to Applicable Authorities) of Exhibit A-1 (Mental Health Plan Required Terms) and replace it in entirety with the following:

1. **ADHERENCE TO APPLICABLE AUTHORITIES.** In the performance of this Agreement, Contractor shall adhere to all applicable County, state, and federal laws including, but not limited to, the statutes and regulations below and the applicable sections of the state Medicaid plan and waiver, all of which are incorporated by this reference. Contractor shall comply with any changes to these statutes and regulations that may occur during the Term of this Agreement and any new applicable statutes or regulations without the need for amendment to this Agreement. To the extent there is a conflict between federal or state law or regulation and a provision in this Agreement, Contractor shall comply with the federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect.
 - A. Contractor shall be governed by and construed in accordance with all applicable laws and regulations and all applicable contractual obligations of the County under the County Mental Health Plan (“MHP”) (Contract Number 22-20133) between the County and the State Department of Health Care Services (“DHCS”), available at www.countyofsb.org/behavioral-wellness, including, but not limited to, Subsections D, G, and H of Section 6(B) of Exhibit E of the MHP; and the applicable provisions of Exhibit D(F) of the MHP, referenced in Section 11 (MHP Exhibit D(F)) of this Exhibit A-1. Contractor shall comply with the MHP, Contract Number 22-20133, which is incorporated by this reference.
 - B. Contractor shall comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230(c)(2).)

III. Delete Section 2.D of Exhibit A-2 (Statement of Work) and replace it in entirety with the following:

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

1. 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; or
 - ii. Exemption status, and
 - a. Testing results if required by the State Public Health Officer, Local Public Health Officer, or County policy.
2. This requirement applies to all workers who provide services or work in “Health Care Facilities” as described in the State Public Health Officer Order.
3. 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>.

IV. Delete Exhibit B (Compensation) and replace it in entirety with the following:

EXHIBIT B
CONTRACTOR ON PAYROLL
Compensation

COUNTY shall pay CONTRACTOR for professional services pursuant to this Agreement upon biweekly submission by CONTRACTOR of a timesheet, and such payment shall be subject to deductions and withholding of state and federal taxes. In no event shall the compensation payable exceed the total sum of \$49,500 without written amendment. This not to exceed amount includes the following:

- \$36,000 for up to 10 total hours per week by CONTRACTOR at a rate of \$68.96 per hour for the time period of July 1, 2022 through November 27, 2022. Total paid hours include 24 hours of paid leave (must be at least 24 hours).
- \$38,000 for up to 10 total hours per week by CONTRACTOR at a rate of \$72.246 per hour for the time period of November 28, 2022 through June 30, 2023. Total paid hours include 24 hours of paid leave (must be at least 24 hours).
- Up to \$4,500 for 30 hours of on-call time per week at \$4.00 per hour.
- \$7,000 for additional as needed time related to outbreaks, audits and time sensitive infection control concerns by CONTRACTOR at a rate of \$68.96 per hour for the time period of July 1, 2022 through November 27, 2022.
- \$7,000 for additional as needed time related to outbreaks, audits and time sensitive infection control concerns by CONTRACTOR at a rate of \$72.246 per hour for the time period of November 28, 2022 through June 30, 2023.
- \$0 for health insurance coverage should the CONTRACTOR be eligible and elect coverage.

- V. 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 original Agreement. The terms and provisions of the original 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.
- VI. 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.

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SIGNATURE PAGE

First Amendment to the Agreement for Services of Contractor on Payroll between the **County of Santa Barbara** and **Andra Dillard, R.N.**

IN WITNESS WHEREOF, the parties have executed this First Amended Agreement to be effective on November 28, 2022.

COUNTY OF SANTA BARBARA:

By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

ANDRA DILLARD, R.N.

By: _____
DocuSigned by:
Andra Dillard
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Authorized Representative

Name: Andra Dillard

Title: RN, MSN, CIC

Date: 11/17/2022

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
DocuSigned by:
Victoria Parks Tuttle
272B8A0F02234E0...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
DocuSigned by:
Robert Geis
02B49B53797F440...
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: _____
DocuSigned by:
Antonette "Toni" Navarro
2095C5A16FE1474...
Director

APPROVED AS TO INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: _____
DocuSigned by:
Greg Milligan
DC240AC1E64247D...
Risk Manager