

FIRST AMENDMENT

TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, **BC #20-010**, (hereafter First Amended Agreement), is made by and between the **County of Santa Barbara (County)** and **Traditions Psychology Group, Inc., dba Traditions Behavioral Health (Contractor)**, wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

WHEREAS, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC #20-010, on June 2, 2020 for the provision of locum tenens psychiatry services, for a total maximum contract amount not to exceed **\$3,344,000**, inclusive of \$1,672,000 annually, for the period of July 1, 2020 through June 30, 2022; and

WHEREAS, this First Amended Agreement, referred to as BC #20-010, adds **\$50,000** in funds to FY 21-22 due to the unanticipated need for additional locum tenens psychiatric services and to update language in the Agreement for compliance with County, State and Federal regulations, for a total maximum contract amount not to exceed **\$3,394,000**, inclusive of \$1,672,00 for FY 20-21 and \$1,722,000 for FY 21-22, for the period of July 1, 2020 through June 30, 2022.

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

I. Add Section 40 (Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment) to the Standard Terms and Conditions as follows:

40. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

A. Contractors are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- B.** In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C.** See Public Law 115-232, section 889 for additional information.
- D.** See also § 200.471.
- II.** **Delete Subsection D (Criteria Must Be Met Two Weeks Prior to Assignment Start Date) of Section 4 (Qualifications, Screening and Placement of Professionals) of Exhibit A-1 (Healthcare Recruitment and Placement Services) and replace it with the following:**
- D. Criteria Must Be Met Two Weeks Prior to Assignment Start Date.** Failure to meet these criteria and/or “Conditions of Assignment” set forth in this Section 4.A. through 4.C. where applicable two (2) weeks PRIOR to Assignment start date, with the exception of Section 4.C.5 where it is within 6 months prior to initial Assignment of Professional or up to one week after the start of Professional’s initial Assignment, may result in the delay of appointment and/or cancellation of Assignment offer. Once assigned, the Professional will be required to maintain these qualifications throughout the length of the Assignment. Failure to demonstrate (show proof of) qualifications shall result in the termination of Assignment.
- III.** **Delete Exhibit A-2 (Credentialing Requirements for Healthcare Professionals) in its entirety and replace it with the following:**

EXHIBIT A-2

CREDENTIALING REQUIREMENTS FOR HEALTHCARE PROFESSIONALS

All Independent Contractor 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:

1. **Drug Screen.** Proof of a negative drug screen is required prior to association with Contractor and annually thereafter if Professional is continually associated with Contractor. Drug screen is to consist of a 10-panel testing for Marijuana, Cocaine, Amphetamines (includes testing for Meth Amphetamines), Opiates, Propoxyphene, PCP, Barbiturates, Benzodiazepines, Methaqualone, and Methadone.
2. **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.

3. **Health Screening.** Professionals are required to pass a Health Screening. The Health Screening includes, but is not limited to, 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:
 - i. **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.
 - ii. **Tuberculosis (TB) Test.** Proof of negative TB test within 6 months prior to initial Assignment of Professional or up to one 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, 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.
 - iii. **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).
- iv. **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 its Professionals; or
 - (ii.) Exemption status and testing results for its Professionals.
 - b. This requirement applies to all of Contractor's Professionals who provide services or work in "Health Care Facilities" as described in the State Public Health Officer Order.
 - 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>.
- 4. **Communicable Disease.** 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.
 - i. 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.
- 5. **Cardiac Pulmonary Resuscitation (CPR).** Certification must be current and valid. Online CPR course certifications are acceptable.
- 6. **Measles, Mumps and Rubella (MMR).** Proof of vaccinations is required for all Professionals working with children.
- 7. **Expired Documentation.** Professionals will NOT be allowed to work with an expired drug screen 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.
- 8. **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.
- 9. Failure of Professional to meet any of the requirements set forth in this Exhibit A-2 shall result in termination of Assignment for Cause.

- IV. Delete Section I (Contract Maximum) of Exhibit B Financial Provisions and replace with the following:**
- 1. CONTRACT MAXIMUM.** For services to be rendered under this Agreement, Contractor shall be paid at the rate specified below, and for payment of any placement fee, Contractor shall be paid as set forth in Exhibit A-1, Section 10 (Employment or Contracting of Professionals—Placement Fee), with a maximum contract amount not to exceed **\$3,394,000** for the period of July 1, 2020 through June 30, 2022, inclusive of \$1,672,000 for FY 20-21 and \$1,722,000 for FY 21-22. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this maximum contract amount for Contractor's performance hereunder and for payment of any placement fee without a properly executed amendment.
- VI. 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.
- VII. 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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First Amended Agreement for Services of Independent Contractor between the County of Santa Barbara and Traditions Psychology Group, Inc. dba Traditions Behavioral Health.

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

COUNTY OF SANTA BARBARA:

By: Joan Hartmann
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS
Date: 6-28-22

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: Shirley LaGuerra
Deputy Clerk
Date: 6-28-22

CONTRACTOR:
TRADITIONS PSYCHOLOGY GROUP,
INC. DBA TRADITIONS BEHAVIORAL
HEALTH

By: Kim Martinez
7085CC76B9F8467
Authorized Representative
Name: Kim Martinez
Title: COO
Date: 6/15/2022

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: Bo Bae
CAFCDS445C0F408...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: Robert Geis
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Deputy

RECOMMENDED FOR APPROVAL:
ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: Antonette "Toni" Navarro
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Director

APPROVED AS TO INSURANCE FORM:
GREG MILLIGAN, ARM
RISK MANAGER, DEPARTMENT OF RISK
MANAGEMENT

By: Greg Milligan
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Risk Manager