ATTACHMENT A:

LocumTenens.com FY 24-25 (BC 24-024) Amendment 1

Board Contract: BC #24-024

FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

BETWEEN

COUNTY OF SANTA BARBARA

AND

LOCUMTENENS.COM LLC

FOR

MENTAL HEALTH STAFFING SERVICES

FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, BC No. 24-024, is made by and between the County of Santa Barbara (County) and LocumTenens.com LLC (Contractor) for the continued provision of services specified herein (hereafter, 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 referenced herein;

WHEREAS, the County Board of Supervisors hereby determines that, in accordance with Government Code section 31000.4, it is in the economic best interest of County to provide temporary help by this Agreement to assist in meeting the immediate clinical staffing needs of its Department of Behavioral Wellness that cannot be met through County's hiring process;

WHEREAS, on June 25, 2024, County and Contractor (collectively, the parties) entered into an Agreement for Services of Independent Contractor, BC No. 24-024, for the provision of locum tenens clinical staffing services for a total maximum contract amount not to exceed \$1,700,000, for the period of July 1, 2024, through June 30, 2025, (Agreement);

WHEREAS, the parties wish to increase the contract amount by \$100,000 due to increased staffing needs for a revised, total maximum contract amount not to exceed \$1,800,000 with no change to the contract term.

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

- I. Delete <u>Section 1 (AGREEMENT MAXIMUM VALUE)</u> of <u>Exhibit B (FINANCIAL PROVISIONS)</u> and replace it 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 \$1,800,000 for the Term of this Agreement. 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 MHS (Schedule of Rates and Contract Maximum) in its entirety and replace it as follows:

THIS SECTION LEFT BLANK INTENTIONALLY EXHIBIT B-1 MHS FOLLOWS

EXHIBIT B-1 SCHEDULE OF RATES AND CONTRACT MAXIMUM

	OUTPATI	ENT RATES			
	ADULT OUTPATIENT PSYCHIATRY	CHILD/ ADOLESCENT PSYCHIATRY	NURSE PRACTITIONER/ PHYSICIAN'S ASSISTANT		
Hourly Rate Range, All Inclusive (8AM to 5PM / 40 hour per week minimum)	\$260 – \$290	\$260 – \$290	\$170 - \$200		
Overtime (per hour)*	\$390-\$435	\$390-\$435	\$255-\$300		
Weeknight on-call Mon- Fri 5:01PM to 7:59AM (per night)**	\$885 - \$1,100	\$885 - \$1,100	\$885 - \$1,100		
Weekend on-call 8AM to 7:59AM (per 24 hours, no proration for partial days)**	\$885 - \$1,100	\$885 - \$1,100	\$885 - \$1,100		
INPATIENT RATES					
	ADULT INPATIENT PSYCHIATRY		NURSE PRACTITIONER/ PHYSICIAN'S ASSISTANT		
Hourly Rate Range, All Inclusive***	\$270-\$300		\$170 - \$200		
TOTAL CO	\$1,800,000				

^{*}For hours in excess of 40 hours per week.

- III. 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.
- **IV. 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.

^{**}Overtime applies for time worked while on-call.

^{***}No adjustments for overtime pay.

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 Amended Agreement to be effective as of the date executed by COUNTY.

effective as of the date executed by COUNTY.		COUNTY OF SANTA BARBARA:		
		By:	LAURA CAPPS, CHAIR	
		_	BOARD OF SUPERVISORS	
		Date:		
ATTEST:		CONTRACTOR:		
MONA MIYASATO COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD		LOCUMTENENS.COM LLC.		
By:		By:	Signed by: Each Richardson	
Date:	Deputy Clerk	Name:	Authorized Representative zach Richardson	
Date.		Title:	Vice President	
		Date:	5/29/2025	
A PPROVE	D AS TO FORM:	A PPROV	ED AS TO ACCOUNTING FORM:	
RACHEL VAN MULLEM		BETSY M. SCHAFFER, CPA		
COUNTY COUNSEL Signed by:		AUDITOR-CONTROLLER Signed by:		
By:	Bo Bae	By:	Shawna Jorgensen	
	Deputy County Counsel		Deputy	
RECOMMENDED FOR APPROVAL:		APPROVED AS TO FORM:		
ANTONETTE NAVARRO, LMFT		GREG MILLIGAN, ARM		
DIRECTOR, DEPARTMENT OF BEHAVIORAL WELLNESS		RISK MA	NAGER	
DLIMITION	Signed by:		DocuSigned by:	
By:	KA CO for	By:	Gregory Milligan	
	Director		Risk Manager	