

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

**THIS FIRST AMENDMENT** to the Agreement for Services of Independent Contractor, referenced as **BC # 24-032**, (hereafter, First Amendment to Agreement) is made by and between the **County of Santa Barbara** (County or Department), a political subdivision of the State of California, and **Jackson & Coker LocumTenens, LLC** (Contractor), with an address at 2655 Northwinds Parkway, Alpharetta, GA 30009, for the continued provision of services specified herein.

**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**, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor with Contractor on June 25, 2024, (BC # 24-032) (hereafter, Agreement) for the provision of locum tenens psychiatry, nursing, and physician assistant temporary staffing services for a total maximum contract amount not to exceed \$300,000 for the period of July 1, 2024, through June 30, 2025;

**WHEREAS**, the parties wish to adjust certain standard terms and conditions and mental health general provisions and increase the maximum contract amount by \$900,000 to fund additional locum tenens psychiatric professionals for a revised total maximum contract amount not to exceed \$1,200,000 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 Section 8 DEBARMENT AND SUSPENSION, of the Standard Terms and Conditions of the Agreement and replace with the following:**

**8. DEBARMENT AND SUSPENSION.**

**A.** Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**B.** This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, in addition to the remedies available to the California Department of Health Care Services and County, the Federal Government may pursue available remedies including, but not limited to, suspension and/or debarment.

**C.** This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 376. As such Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

**D.** Contractor must comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

E. Contractor shall also comply with the debarment and suspension provisions set forth in EXHIBIT A-1 General Provisions: MHS to this Agreement.

**II. Delete Section 10 CONFLICT OF INTEREST, of the Standard Terms and Conditions of the Agreement and replace with the following:**

**10. CONFLICT OF INTEREST.**

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. Contractor acknowledges and agrees to comply with state laws on conflict of interest in the performance of this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

**III. Delete Section 34 MANDATORY DISCLOSURE, of the Standard Terms and Conditions of the Agreement and replace with the following:**

**34. MANDATORY DISCLOSURE**

**A. Prohibited Affiliations.**

1. Contractor shall not knowingly have any prohibited type of relationship with the following:

i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)

ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. Section 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)

2. Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in any federal health care programs (as defined 42 U.S.C. § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

3. The Contractor shall not have relationships prohibited by Subsection A (Prohibited Affiliations) of this Section 34 (Mandatory Disclosure) with an excluded, debarred, or suspended individual, provider, or entity as follows:

i. A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)

- ii. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
- iii. A person with beneficial ownership of five (5) percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
- iv. An individual convicted of crimes described in Section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2).)
- v. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Agreement. (42 C.F.R. § 438.610(c)(4).)
- vi. The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

**B. Written Disclosures.**

1. **Written Notice of Prohibited Affiliations.** The Contractor shall provide to County written disclosure of any prohibited affiliation identified by the Contractor or its subcontractors. (42 C.F.R. § 438.608(c)(1).)
2. **Ownership or Controlling Interests.** Pursuant to 42 C.F.R. § 455.104, Medicaid providers, other than an individual practitioner or group of practitioners; fiscal agents; and managed care entities ("Disclosing Entities") must disclose certain information related to persons who have an "ownership or control interest" in the Disclosing Entity, as defined in 42 C.F.R. § 455.101. (For the purposes of this section "person with an ownership or control interest" means a person or corporation that – a. Has an ownership interest totaling five percent or more in a Disclosing Entity; b. Has an indirect ownership interest equal to five percent or more in a Disclosing Entity; c. Has a combination of direct and indirect ownership interests equal to five percent or more in a Disclosing Entity. d. Owns an interest of five percent or more in any mortgage, deed of trust, note, or other obligation secured by the Disclosing Entity if that interest equals at least five percent of the value of the property or assets of the Disclosing Entity.) The disclosure must include the following information:
  - i. The name, address, date of birth, and Social Security Number of any **managing employee**, as that term is defined in 42 C.F.R. § 455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Directors.
  - ii. The name and address **of any person (individual or corporation) with an ownership or control interest** in the Disclosing Entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
  - iii. Date of birth and Social Security Number (in the case of an individual).

iv. Other tax identification number (in the case of a corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) or in any subcontractor in which the Disclosing Entity (or fiscal agent or managed care entity) has a five percent or more interest.

v. Whether the person (individual or corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Disclosing Entity has a five percent or more interest is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling.

vi. The name of any other Disclosing Entity in which an owner of the Disclosing Entity has an ownership or control interest.

vii. Is an officer or director of a Disclosing Entity that is organized as a corporation.

viii. Is a partner in a Disclosing Entity that is organized as a partnership.

3. **Timing for Disclosure of Ownership and Controlling Interests.** Contractor shall complete a Disclosure of Ownership or Controlling Interest form provided by County upon submitting a provider application; before entering into or renewing its contract; annually, upon request during the re-validation of enrollment process under 42 C.F.R. Section 455.104; within 35 days after any change of ownership; or upon any person newly obtaining an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets.

4. **Business Transactions.** (42 C.F.R. § 455.105).

i. Contractor agrees to furnish to County or the Secretary of DHCS on request, information related to business transactions. Contractor shall submit, within 35 days of the date on a request by County or the Secretary of DHCS full and complete information about:

a. The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and

b. Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

5. **Crimes.**

i. **Violations of Criminal Law.** Contractor must promptly disclose whenever, in connection with this Agreement (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The

disclosure must be made in writing to County, Health and Human Services Office of Inspector General, and DHCS. Contractor is also required to report matters related to County, State, or Federal agency's integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

ii. **Persons Convicted of Crimes Related to Federal Health Care Programs.** Contractor shall submit the following disclosures to County regarding its owners, persons with controlling interest, agents, and managing employee's criminal convictions prior to entering into this Agreement and at any time upon County's request:

- a. The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
- b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. Section 455.101.

iii. **Timing for Disclosures of Crimes.** The Contractor shall supply disclosures regarding crimes before entering into the contract and at any time upon the County or DHCS' request.

C. **Lobbying.** Contractor shall complete a Certification Regarding Lobbying as set forth in EXHIBIT D, Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in EXHIBIT D, Attachment 2, attached hereto and incorporated herein by reference.

1. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
2. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.
3. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**D. Remedies.**

**1. Denial of Federal Financial Participation (FFP) for Failure to Provide Timely Disclosures.**

i. FFP is not available in expenditures for services furnished by Contractors who fail to comply with a request made by the County or Secretary of DHCS under this section Mandatory Disclosures, or under 42 C.F.R. § 420.205 (Medicare requirements for disclosure).

ii. FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the County or the Secretary of DHCS and ending on the day before the date on which the information was supplied.

iii. A provider shall be required to reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to the County or DHCS (Welf. & Inst. Code § 14043.3).

2. **Other Remedies.** County or DHCS may pursue any remedies provided by law, including but not limited to, the right to withhold payments, disallow costs, or issue a CAP, pursuant to Cal. Health and Safety Code, Section 11817.8(h) for Contractor's failure to provide required disclosures.

**IV. Delete Section 35 PROCUREMENT OF RECOVERED MATERIALS, of the Standard Terms and Conditions of the Agreement and replace with the following:**

**35. PROCUREMENT OF RECOVERED MATERIALS**

A. Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

B. Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

**V. Delete Section 36 DOMESTIC PREFERENCES FOR PROCUREMENTS, of the Standard Terms and Conditions of the Agreement and replace with the following:**

**36. DOMESTIC PREFERENCES FOR PROCUREMENTS.**

A. Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or

materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.

B. For purposes of this section:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**VI. Delete Section 37 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, of the Standard Terms and Conditions of the Agreement and replace with the following:**

### **37. CLEAN AIR ACT**

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

### **38. FEDERAL WATER POLLUTION CONTROL ACT**

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**VII. Delete Section 38 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, of the Standard Terms and Conditions of the Agreement and replace with the following:**

**39. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.**

The Contractor shall comply with the requirements of 2 C.F.R. Parts 200 and 300 and 45 C.F.R. Part 75, which are hereby incorporated by reference in this Agreement incorporated herein by reference.

**VIII. Delete Section 39 PRIOR AGREEMENTS, of the Standard Terms and Conditions of the Agreement and replace with the following:**

**40. PRIOR AGREEMENTS.**

Upon the effective date, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.

**IX. Delete Section 40 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT of the Standard Terms and Conditions of the Agreement and replace with the following:**

**41. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

A. Contractor is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain covered telecommunications equipment or services;
2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

B. As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. 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);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. 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.



C. For the purposes of this section, “covered telecommunications equipment or services” also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

D. 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.

E. CONTRACTOR certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. CONTRACTOR is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.

F. See Public Law 115-232, section 889 for additional information and 2 C.F.R. § 200.471.

**X. Delete Section 13 CONFIDENTIALITY of Exhibit A-1. (STATEMENT OF WORK HEALTHCARE RECRUITMENT AND PLACEMENT SERVICES) and replace with:**

**13. CONFIDENTIALITY.**

A. If Contractor or its employees, agents, or subcontractors have access to any patient records pursuant to this Agreement, Contractor agrees to maintain, and agrees to require that its employees, agents, or subcontractors agree to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Exhibit D(F), Section 14 (Confidentiality of Information) of the Integrated Intergovernmental Agreement (Contract No. 24-20145); and Section 33 (Compliance with Privacy Laws) of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.

**XI. Delete Section 1 Adherence to Applicable Authorities of Exhibit A-3. (MENTAL HEALTH PLAN REQUIRED TERMS) and replace with:**

**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 set forth below and the applicable sections of California’s Medicaid State Plan (State Plan), applicable federal waivers, and applicable Behavioral Health Information Notices (BHINs), all of which are incorporated by this reference. Contractor shall comply with any changes to these statutes and regulations, State

Plan, federal waivers, and BHINs that occur during the Term of this Agreement and any newly applicable statutes, regulations, State Plan Amendments, federal waivers, and BHINs that become effective during the Term of this Agreement without the need for an amendment(s) to this Agreement. To the extent there is a conflict between any federal or state statute or regulation, the State Plan, federal waivers, or BHIN and a provision in this Agreement, Contractor shall comply with the federal or state statute or regulation, the State Plan, federal waiver, or BHIN and the conflicting Agreement provision shall no longer be in effect. Contractor's performance shall be governed by, and construed in accordance with, the following:

- A. All laws and regulations, and all contractual obligations of the County under the County Integrated Intergovernmental Agreement (Contract No. 24-20145) between the County and the State Department of Health Care Services (DHCS), available at [www.countyofsb.org/behavioral-wellness](http://www.countyofsb.org/behavioral-wellness), including, but not limited to, Subsections D, G, and H of Section 6(B) of Exhibit E of the Integrated Intergovernmental Agreement and the applicable provisions of Exhibit D(F) of the Integrated Intergovernmental Agreement. Contractor shall comply with the Integrated Intergovernmental Agreement (Contract No. 24-20145), which is incorporated by this reference;
- B. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at <https://www.countyofsb.org/274/Behavioral-Wellness>;
- C. All applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code Section 5325, California Code of Regulations, Title 9, Sections 862 through 868, and 42 Code of Federal Regulations Section 438.100;
- D. All applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions (42 C.F.R. § 438.230, subd. (c)(2));
- E. All applicable laws, regulations, and guidelines of the Mental Health Services Act (MHSA);
- F. California Code of Regulations Title 9, Division 1; and
- G. 42 C.F.R. § 438.900 et seq. requiring the provision of services to be delivered in compliance with federal regulatory requirements related to parity in mental health and substance use disorder benefits.

**XII. Delete Section 2. Reports of Exhibit A-3. (MENTAL HEALTH PLAN REQUIRED TERMS) and replace with:**

- 2. **Reports.** Contractor agrees to submit data and reports as required by this Agreement or subsequently required by County and/or DHCS.

**XIII. Delete Paragraph D. of Section 6. Monitoring for Compliance of Exhibit A-3. (MENTAL HEALTH PLAN REQUIRED TERMS) and replace with:**

- D. County may suspend payments to Contractor for the professional medical services rendered to the County by a Professional whom the State or County determines there is a credible allegation of fraud for which an investigation is pending. In the event of such suspension, County will provide Contractor with a copy of the notice of suspension from DHCS to County under 42 C.F.R. § 455.23(b) within three (3) business days of receipt of the notice of suspension from DHCS.

**XIV. Delete Section 1 AGREEMENT MAXIMUM VALUE of Exhibit B (FINANCIAL PROVISIONS) and replace with:**

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 value not to exceed **\$1,200,000** for FY 2024-25. 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.

*(This section intentionally left blank.)*

**XV. Delete Exhibit B-1 (SCHEDULE OF RATES AND AGREEMENT MAXIMUM) in its entirety and replace with:**

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)	\$275.00-\$305.00***	\$265.000-\$295.00	\$265.000-\$295.00	\$195.00-\$215.00***	\$185.00-\$205.00
Overtime (per hour)*	N/A	\$397.50 - \$442.50	\$397.50 - \$442.50	N/A	\$277.50 - \$307.50
Weeknight on-call Mon- Fri 5:01 PM to 7:59AM (per night)**	N/A	\$1,160.00-\$1,180.00	\$1,160.00-\$1,180.00	N/A	\$297.50 - \$333.00
Weekend on-call 8AM to 7:59AM (per 24 hours, no proration for partial days)**	N/A	\$1,160.00-\$1,180.00	\$1,160.00-\$1,180.00	N/A	\$638.73 - \$704.69
*For hours in excess of 40 hours per week. **Overtime applies for time worked while on-call. ***No adjustments for overtime pay.					
<b>FY 24-25 TOTAL MAXIMUM AGREEMENT AMOUNT:</b>				<b>\$1,200,000</b>	

**XVI. Effectiveness.** The terms and provisions set forth in this First Amendment 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 Amendment, 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.

**XVII. Execution of Counterparts.** This First Amendment 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.

*(This section intentionally left blank.)*

**SIGNATURE PAGE**

First Amendment to 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 Amendment to be effective as of the date executed by COUNTY.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_

LAURA CAPPS, 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: \_\_\_\_\_

Signed by:

*Matt Hale*

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Authorized Representative

Matt Hale

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SVP Finance

Date: \_\_\_\_\_

4/14/2025

**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL

By: \_\_\_\_\_

Signed by:

*Bo Bai*

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Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_

Signed by:

*Shawna Jorgensen*

DF6DB6D7D6344E6...

Deputy

**RECOMMENDED FOR APPROVAL:**

ANTONETTE NAVARRO, LMFT,  
DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By: \_\_\_\_\_

DocuSigned by:

**Antonette Navarro**

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Director

**APPROVED AS TO FORM:**

GREG MILLIGAN, ARM  
RISK MANAGER

By: \_\_\_\_\_

DocuSigned by:

*Gregory Milligan*

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Risk Manager