



# County of Santa Barbara BOARD OF SUPERVISORS

## Minute Order

June 15, 2021

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**Present:** 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS

File Reference No. 21-00506

**RE:** Consider recommendations regarding a First Amendment to the Behavioral Wellness Staffing Contract with LocumTenens.com, LLC Fiscal Year (FY) 2020-2022, as follows:

a) Approve, ratify, and authorize the Chair to execute a First Amendment to the Agreement for Services of Independent Contractor with LocumTenens.com, LLC (not a local vendor) to increase the Agreement amount for FY 2020-2021 by \$330,000.00 due to increased utilization of locum tenens physicians, for a new total Maximum Agreement Value not to exceed \$2,130,000.00, inclusive of \$1,230,000.00 for FY 2020-2021 and \$900,000.00 for FY 2021-2022, for the period of July 1, 2020 through June 30, 2022;

b) Delegate to the Director of the Department of Behavioral Wellness or designee the authority to make immaterial changes to the Agreement per Section 25 of the Agreement without requiring formal amendment of the Agreement, subject to the Board's ability to rescind this delegated authority at any time; and

c) Determine that the above actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and is therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

**A motion was made by Supervisor Hartmann, seconded by Supervisor Williams, that this matter be acted on as follows:**

a) **Approved, ratified and authorized; Chair to execute;**

b) **Delegated; and**

c) **Approved.**

**The motion carried by the following vote:**

**Ayes:** 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino



**BOARD OF SUPERVISORS  
AGENDA LETTER**

**Agenda Number:**

**Clerk of the Board of Supervisors**  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Department Name:** Behavioral Wellness  
**Department No.:** 043  
**For Agenda Of:** June 15, 2021  
**Placement:** Administrative  
**Estimated Time:**  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** Majority

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**TO:** Board of Supervisors  
**FROM:** Department Pam Fisher, Psy.D., Acting Director  
Director(s) Behavioral Wellness, (805) 681-5220  
Contact Info: Dr. Ole Behrendtsen, Medical Director  
Behavioral Wellness, (805) 681-5220  
**SUBJECT:** Behavioral Wellness Staffing Contract - LocumTenens.com, LLC FY 2020-2022  
First Amendment

DS  
PF

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**County Counsel Concurrence:**

As to form: Yes

**Auditor-Controller Concurrence:**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- A. Approve, ratify, and authorize the Chair to execute a First Amendment to the Agreement for Services of Independent Contractor with **LocumTenens.com, LLC** (not a local vendor) to increase the Agreement amount for FY 20-21 by \$330,000 due to increased utilization of locum tenens physicians, for a new total Maximum Agreement Value not to exceed **\$2,130,000**, inclusive of \$1,230,000 for FY 20-21 and \$900,000 for FY 21-22, for the period of July 1, 2020 through June 30, 2022;
- B. Delegate to the Director of the Department of Behavioral Wellness or designee the authority to make immaterial changes to the Agreement per Section 25 of the Agreement without requiring formal amendment of the Agreement, subject to the Board’s ability to rescind this delegated authority at any time; and
- C. Determine that the above actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and is therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

**Summary Text:**

The above-referenced contract is on the agenda to request approval of the First Amendment to the Agreement for Services of Independent Contractor with LocumTenens.com, LLC to increase the Agreement amount for FY 20-21 by \$330,000 due to increased utilization of locum tenens physicians, for a new total Maximum Agreement Value not to exceed \$2,130,000, inclusive of \$1,230,000 for FY 20-21 and \$900,000 for FY 21-22, for the period of July 1, 2020 through June 30, 2022. Additionally, the Santa Barbara County Department of Behavioral Wellness (BeWell) requests delegation of authority to the Director of BeWell or designee to make immaterial changes to the Agreement per Section 25 of the Agreement without requiring formal amendment of the Agreement, subject to the Board's ability to rescind this delegated authority at any time. Approval of the recommended actions will allow BeWell to task LocumTenens.com, LLC to refer professionals who can provide mandated and greatly needed psychiatry services for acute inpatient, outpatient, and crisis service of the system of care.

**Background:**

BeWell provides a continuum of mental health and substance use disorder services to Santa Barbara County residents, including psychiatric and nursing services at its County facilities. Across the nation, there is an ongoing shortage of psychiatric and nursing services. BeWell has experienced ongoing challenges that mirror the national challenges of attracting and retaining qualified psychiatrists to work at BeWell facilities. BeWell currently uses locum tenens temporary physicians to fill ongoing needs for psychiatric staff at outpatient facilities.

LocumTenens.com, LLC provides temporary psychiatrists, nurse practitioners, and physician's assistants to Behavioral Wellness clinics and other Behavioral Wellness programs, as needed. This locum tenens provides mandated psychiatric services such as diagnostic evaluations; medication evaluations; prescriptions for psychiatric medications; review, revision, and approval of client assessments; and participation in the development, review, revision, and approval of client treatment plans.

Due to increased need for psychiatric staff throughout FY 20-21, BeWell has utilized three locum tenens temporary physicians provided by LocumTenens.com, LLC, compared to only two locum tenens provided by Locumtenens.com, LLC in FY 19-20. An amendment is necessary to increase the total Maximum Contract Amount to accommodate this unanticipated increase in utilization of locum tenens providers.

**Performance Outcomes**

To date for FY 20-21, BeWell has utilized three (3) professionals provided by LocumTenens.com, LLC, all of whom are psychiatrists. These locum tenens professionals are providing services throughout the County at various programs including adult services and the Assertive Community Treatment (ACT) program. The staffing professionals are all performing on par with the County's civil service providers. They provide services according to generally accepted practices, participate in medical staff meetings, are part of medical staff meeting peer review, and respond appropriately to communications and clinical feedback.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

<b>Funding Sources</b>	<b>Total FY 20-21</b>		<b>Total FY 21-22</b>		<b>Total FY 21-22</b>
	<b>Cost</b>		<b>Cost</b>		
General Fund					
State	\$	615,000	\$	450,000	\$ 1,065,000
Federal	\$	615,000	\$	450,000	\$ 1,065,000
Fees					
Other:					
<b>Total</b>	<b>\$</b>	<b>1,230,000</b>	<b>\$</b>	<b>900,000</b>	<b>\$ 2,130,000</b>

Narrative: The above-referenced contract is funded by State and Federal funds. The funding sources are included in the FY 20-21 Adopted Budget and FY 21-22 Proposed Budget.

**Key Contract Risks:**

With any contractor providing temporary staffing services, there is a risk that temporary personnel will make errors, engage in misconduct, or be negligent in the performance of assigned duties. BeWell may cancel an assignment for cause or convenience, and the contractor provides professional liability insurance for the professionals to mitigate these risks. In addition, the County pays only the contractor's fees when the County utilizes a healthcare professional referred by the contractor; there are no monthly fees attached to this agreement.

**Special Instructions:**

Please email one (1) complete executed contract and one (1) minute order to [bethle@sbcwell.org](mailto:bethle@sbcwell.org) and [bwellcontractsstaff@co.santa-barbara.ca.us](mailto:bwellcontractsstaff@co.santa-barbara.ca.us).

**Attachments:**

Attachment A: LocumTenens.com FY 20-22 Board Contract First Amendment  
Attachment B: LocumTenens.com FY 20-22 Board Contract executed (BC #20-026)

**Authored by:**

B. Le

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

**THIS FIRST AMENDMENT** to the Agreement for Services of Independent Contractor, referenced as **BC #20-026** (hereafter First Amended Agreement), is made by and between the **County of Santa Barbara** (County or Department) and **LocumTenens.com, LLC** (Contractor), for the continued provision of services specified herein.

**WHEREAS**, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the 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**, on June 2, 2020, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor with Contractor, referred to as BC 20-026, for the provision of locum tenens psychiatry services for a Maximum Agreement Value not to exceed **\$1,800,000**, inclusive of \$900,000 for FY 2020-2021 and \$900,000 for FY 2021-2022, for the period of July 1, 2020 through June 30, 2022; and

**WHEREAS**, due to increased utilization of locum tenens physicians, this First Amended Agreement increases the Agreement amount for FY 2020-2021 by **\$330,000**, for a new total Maximum Agreement Value not to exceed **\$2,130,000**, inclusive of \$1,230,000 for FY 2020-2021 and \$900,000 for FY 2021-2022, and incorporates the terms and conditions set forth in the original Agreement approved by the County Board of Supervisors on June 2, 2020, except as modified by this First Amended Agreement.

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

- I. Delete Exhibit B Financial Provisions, Section I (Agreement Maximum Value) in its entirety and replace with the following:**
  - I. 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 **\$2,130,000** for the Term of this Agreement, inclusive of \$1,230,000 for FY 20-21 and \$900,000 for FY 21-22. 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 – Schedule of Rates and Contract Maximum in its entirety and replace with the following:**

**EXHIBIT B-1**

**SCHEDULE OF RATES AND CONTRACT MAXIMUM**

	<b>ADULT OUTPATIENT PSYCHIATRY</b>	<b>CHILD/ADOLESC ENT PSYCHIATRY</b>	<b>NURSE PRACTITIONER/ PHYSICIAN'S ASSISTANT</b>
Hourly Rate Range, All Inclusive (8AM to 5PM / 40 hour per week minimum)	\$220.50 – \$253.05	\$220.50 – \$253.05	\$160.00 - \$190.00
Overtime (per hour)*	\$330.75 - \$362.75	\$330.75 - \$362.75	\$240.00 - \$285.00
Weeknight on-call Mon-Fri 5:01PM to 7:59AM (per night)**	\$882.00 - \$966.00	\$882.00 - \$966.00	\$240.00 - \$285.00
Weekend on-call 8AM to 7:59AM (per 24 hours, no proration for partial days)**	\$882.00 - \$966.00	\$882.00 - \$966.00	\$550.00 - \$700.00
<b>TOTAL CONTRACT MAXIMUM VALUE FY 20-21:</b>			<b>\$1,230,000</b>
<b>TOTAL CONTRACT MAXIMUM VALUE FY 21-22:</b>			<b>\$900,000</b>
<b>TOTAL CONTRACT MAXIMUM NOT TO EXCEED FY 20-22:</b>			<b>\$2,130,000</b>

\*For hours in excess of 40 hours per week.

\*\*Overtime applies for time worked while on-call.

**III. All other terms shall remain in full force and effect.**

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 Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: Bob Nelson  
BOB NELSON, CHAIR  
BOARD OF SUPERVISORS

Date: 6.15.21

ATTEST:

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: Shila daGuerra  
Deputy Clerk

Date: 6-15-21

CONTRACTOR:

LocumTenens.com, LLC

By: Jeannie Smith  
Authorized Representative

Name: Jeannie Smith

Title: Associate VP

Date: 5/26/2021

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: Bo Bae  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By: Robert Gies  
Deputy

RECOMMENDED FOR APPROVAL:

PAM FISHER, PSY.D., ACTING DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By: Pam Fisher  
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER  
DEPARTMENT OF RISK MANAGEMENT

By: Ray Aromatorio  
Risk Manager