

SECOND AMENDED AGREEMENT

FOR SERVICES OF INDEPENDENT CONTRACTOR

This Second Amendment to the Agreement for Services of Independent Contractor, **BC 18-224** (hereafter Second Amended Agreement), is made by and between the **County of Santa Barbara** (County) and **Locumtenens.com LLC**, a Georgia limited liability company (Contractor), for the continued 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 referenced herein;

Whereas, at the request of County, Contractor provides locum tenens temporary physicians who deliver psychiatric services at County Mental Health facilities and other psychiatric staff who deliver psychiatric services at outpatient facilities;

Whereas, Contractor provided, at the request of County, a greater number of services than contemplated by the original Agreement approved by the Board of Supervisors on May 15, 2018 and First Amended Agreement approved by the Board of Supervisors on May 21, 2019 (collectively referred to as the "Agreement"), and will incur expenses beyond the value of the Agreement. So as to compensate Contractor for the additional services to be rendered under the Agreement, this Second Amendment adds funds for Fiscal Year 18-19 in the amount of \$238,400 and for FY 19-20 in the amount of \$190,700, for a new Total Contract Maximum of \$2,329,100 through June 30, 2020.

Whereas, this Second Amended Contract incorporates the terms and conditions set forth in the original Agreement and the First Amended Agreement, except as modified by this Second Amended Agreement.

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

I. **Delete Section 1 of Exhibit B, and replace with the following:**

1. **CONTRACT MAXIMUM.** For services to be rendered under this contract, Contractor shall be paid at the rate(s) specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to \$2,329,100 for FY 18-20.

II. **Delete Exhibit B-1, Schedule of Rates, and replace with the following:**

SECOND AMENDED AGREEMENT

**Exhibit B-1
Schedule of Rates**

Specialty:	Psychiatry	Telepsychiatry	NP/PA Adult and Child
Regular Rate Per Hour: (Minimum eight (8) hours per day, 40 hours per week, Monday through Friday)	\$189.63 - \$246.00	\$189.63 - \$246.00	\$102.50 – 143.50
Weekday Night On-Call: (5 PM- 8 AM) in conjunction with an 8 hour day	\$333.13	\$333.13	\$205.00
Weekday Night On-Call: (5 PM-8 AM)	\$1025.00	\$1025.00	\$820.00
Overtime Rate (Hourly; applies when workday exceeds eight (8) hours, occurs on a weekend, or for time worked while on beeper call)	Hourly x 1.5	Hourly x 1.5	Hourly x 1.5
Weekend day or Weekday (24 hrs) / Holiday On-Call (All hours worked are considered overtime):	\$1025.00	\$1025.00	\$820.00
Malpractice Hourly Rate	\$8.26	\$8.26	\$8.26
Per Diem (Per Booking Day):	\$51.25	\$51.25	\$51.25

FY 18-19 Total Contract Maximum Not to Exceed:	\$1,188,400
FY 19-20 Total Contract Maximum Not to Exceed:	\$1,140,700

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

SECOND AMENDED AGREEMENT

Second Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **LocumTenens.com, LLC**.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

Locumtenens.com, LLC

By: _____
LocumTenens.com, LLC

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management