

AGREEMENT

between

COUNTY OF SANTA BARBARA

And

Medical Doctor Associates DBA Cross Country Locums

for

**SUBSTITUTE, TEMPORARY, AND DIRECT HIRE HEALTH CARE PERSONNEL
SECOND AMENDMENT**

This Second Amendment (“Second Amendment”) to the Agreement for Services of Independent CONTRACTOR dated June 27, 2023 (the “Agreement”) entered into by **the COUNTY of Santa Barbara** (COUNTY) and **Medical Doctor Associates DBA Cross Country Locums** (CONTRACTOR) for the provision of certain staffing services.

WHEREAS, COUNTY and CONTRACTOR (collectively, the “Parties”) wish to amend the Agreement that was effective July 1, 2023 to extend the term, to adjust compensation, and to delete temporary healthcare professional services (Exhibit B-2) and direct hire services (Exhibit B-3); and,

WHEREAS, the Parties initially agreed to compensation of up to an amount not to exceed \$535,000 with a term of July 1, 2023 through June 30, 2024; and,

WHEREAS, effective March 19, 2024 the Parties agreed to a First Amendment to the Agreement which increased the total Agreement amount by \$575,000 for a revised total Agreement amount not to exceed \$1,110,000, and added temporary healthcare professional services, and to add direct hire services without a change to the period of performance; and,

WHEREAS, the Parties desire to enter into this Second Amendment in accordance with Agreement section 25.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Section 4 “TERM” is deleted and replaced in its entirety with:

CONTRACTOR shall commence performance on July 1, 2024 and end performance upon completion, but no later than June 30, 2026 unless otherwise directed by COUNTY or unless earlier terminated.

2. Exhibit B “Financial Provisions” section 1 is deleted and replaced in its entirety with:

Agreement Maximum. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1) as attached hereto and incorporated by this reference, not to exceed \$428,000 per each Fiscal Year, totaling \$856,000 for the performance period of the Agreement effective July 1, 2024 through June 30, 2026; for a total Agreement amount of \$1,966,000.

3. Exhibit B “Financial Provisions” Section 1.1 is added in its entirety as:

E. In addition to the Agreement Maximum, CONTRACTOR agrees to the following funding limitations:

Period	Funding Limitation Not to Exceed
July 1, 2023 to June 30, 2024	\$1,110,000
July 1, 2024 to June 30, 2025	\$428,000
July 1, 2025 to June 30, 2026	\$428,000

4. **Exhibit B-1 “Rate Sheet for Specialty Services”** shall be deleted and replaced in its entirety as attached hereto and incorporated herein by reference.
5. **Exhibit B-2 “Rates and Terms for Temporary Placements”** is deleted in its entirety.
6. **Exhibit B-3 “Direct Hire Services”** is deleted in its entirety.
7. **Counterparts.** This Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the Parties.
8. **Ratifications.** The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and First Amendment. The terms and provisions of the Agreement and First Amendment, except as expressly modified and superseded by this Second Amendment, are ratified and confirmed, shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the Parties.

[This are intentionally left blank. Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Agreement for services of Independent CONTRACTOR between the **COUNTY of Santa Barbara** and **Medical Doctors Associates DBA Cross Country Locums** to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Shirley Lavagnino*
Deputy Clerk

COUNTY OF SANTA BARBARA:

Steve Lavagnino

By: *[Signature]*
Chair, Board of Supervisors

Date: 6-18-24

RECOMMENDED FOR APPROVAL:

Mouhanad Hammami, Director
Public Health Department

By: *Mouhanad Hammami*
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CFO
Auditor-Controller

By: *[Signature]*
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: *[Signature]*
Deputy County Counsel

APPROVED AS TO FORM:

Gregory Milligan, ARM
Risk Manager

By: *Gregory Milligan*
Risk Management

Second Amendment to Agreement for services of Independent CONTRACTOR between the COUNTY of Santa Barbara and Medical Doctors Associates DBA Cross Country Locums.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Agreement for services of Independent CONTRACTOR between the COUNTY of Santa Barbara and Medical Doctors Associates DBA Cross Country Locums to be effective on the date executed by COUNTY.

**Medical Doctor Associates, LLC.DBA
Cross Country Locums**

DocuSigned by:
By: Michael Skovira
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Name: Michael Skovira
Title: chief medical officer
Date: 6/6/2024

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Exhibit B-1

Santa Barbara County
RATE SHEET FOR SPECIALTY SERVICES
 Cross Country Locums July 1, 2024 - June 30, 2026

RATES ARE ALL INCLUSIVE OF TRAVEL EXPENSES & Lodging will be billed separately

	Daily (0 to 8 hr day unless otherwise specified)	OVERTIME HOURLY: OT after minimum hrs/time	Permanent Placement Fee
Family Practice 0-8 hrs, OT after 5pm	\$1,689.52	\$ 335.42	\$ 27,500.00
Internal Medicine 0-8 hrs, OT after 5pm	\$1,749.16	\$ 342.87	\$ 27,500.00
Nurse Practitioner 0-8 hrs, OT after 5pm	\$1,280.50	\$ 275.79	\$24,000.00
Physician Assistants 0-8 hrs, OT after 5pm	\$1,280.50	\$ 275.79	\$24,000.00
Family Practice with OB 0-8 hrs, OT after 5pm	\$2,478.39	\$ 375.65	\$ 27,500.00
Obstetrics and Gynecology 0-9 hr day, OT after 6pm	\$2,478.39	\$ 375.65	\$ 30,500.00
Pediatrics 0-8 hrs, OT after 5pm	\$1,786.43	\$ 341.62	\$ 27,500.00
Pediatric Cardiology 0-8 hrs, OT after 5pm	\$3,021.29	\$ 341.62	\$35,500.00
1. Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, and Christmas Day. 2. CONTRACTOR will not bill OT as time and a half on Holidays, only the daily rate.			