

AGREEMENT

between

COUNTY OF SANTA BARBARA

And

Medical Doctor Associates DBA Cross Country Locums

for

SUBSTITUTE, TEMPORARY, AND DIRECT HIRE HEALTH CARE PERSONNEL

FIRST AMENDMENT

This First Amendment (“First 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 adjust compensation; and

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

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

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

Agreement Maximum. For services to be rendered under this Agreement, CONTRACTOR shall be paid at the rate specified in the Schedule of Rates for Specialty Services in Exhibit B-1, the Schedule of Rates and Terms for Temporary Placements in Exhibit B-2, and the rate and terms for Direct Hire in Exhibit B-3. All rates in Exhibit B-1 are inclusive of travel expenses, including mileage reimbursement. All rates in Exhibit B-2 are inclusive of travel expenses, including mileage reimbursement. The total Agreement amount, including all cost reimbursables, shall be up to but not exceed \$1,110,000.

2. Exhibit B-2 “Rates and Terms for Temporary Placements” is added in its entirety as attached hereto and incorporated herein by reference.

3. Exhibit B-3 “Direct Hire Services” is added in its entirety as attached hereto and incorporated herein by reference.

4. Counterparts. This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

5. **Ratifications.** 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 The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed, shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the Parties.

IN WITNESS WHEREOF, the parties have executed this First 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:

COUNTY OF SANTA BARBARA:

Mona Miyasato
County Executive Officer
Clerk of the Board

Steve Lavagnino

By:

By:

Deputy Clerk

Chair, Board of Supervisors

Date:

RECOMMENDED FOR APPROVAL:


APPROVED AS TO ACCOUNTING FORM:

Mouhanad Hammami, Director
Public Health Department

Betsy M. Schaffer, CFO
Auditor-Controller

By: 

Department Head

By: 

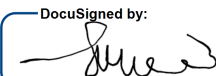
Deputy

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

Gregory Milligan, ARM
Risk Manager

By: 

Deputy County Counsel

By: 

Risk Management

First 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 First 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: _____
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Name: Karen Mote

Title: President

Date: 3/6/2024

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Exhibit B-2
RATES AND TERMS
(for Temporary Placements)

A. RATES. The following disciplines for Temporary Placements shall be added to the Agreement in accordance with the rates and terms provided herein. Such rates and terms shall be effective for all working personnel, new starts, extensions, and renewals as of the effective date of this First Amendment. The terms included herein shall only be applicable to the disciplines provided below.

DISCIPLINE	HOURLY RATE
Registered Nurse (RN)	\$71.00 - \$115.00
Licensed Vocational Nurse (LVN)	\$54.45 - \$68.00
Medical Assistant (MA)	\$40.43 - \$57.00
Certified Nursing Assistant (CNA)	\$33.00 - \$41.00
Licensed Clinical Social Worker (LCSW)	\$62.00 - \$95.00
Licensed Marriage & Family Therapist	\$62.00 - \$95.00
Master Social Worker (MSW)	\$58.00 - \$82.00
Associate Social Worker/Associate Clinical Social Worker	\$55.00 - \$77.00
Bachelor of Social Worker	\$51.00 - \$70.00
PT/OT/SLP Physical Therapy/Occupational Therapist /Speech Language Pathologist	\$70.00 - \$95.00
Recreation Therapist	\$61.00 - \$71.00
Pharmacy Technician	\$46.00 - \$57.00
Phlebotomist	\$32.00 - \$52.00
Dietitian	\$56.00 - \$77.00
Dietary Aide/Nutrition Assistant	\$33.00 - \$44.00
Dental Hygienist	\$74.00 - \$95.00
Dental Assistant	\$33.00 - \$49.00
Dental Lab Technician	\$40.00 - \$55.00
Ophthalmology Technician	\$33.00 - \$48.00
Radiology Technician	\$42.00 - \$57.00
Mammography Technician	\$68.00 - \$83.00
Case Manager	\$35.00 - \$55.00
Care Coordinator	\$35.00 - \$52.00
Case Worker	\$32.00 - \$47.00
Community Health Worker	\$33.00 - \$48.00
Substance Abuse Counselor	\$38.00 - \$53.00
Health Educator	\$46.00 - \$57.00
Medical Biller	\$41.00 - \$60.00
Patient Service Representative	\$31.00 - \$47.00
Patient Support Coordinator	\$31.00 - \$49.00
Call Center Representative	\$29.00 - \$46.00
Referral Coordinator	\$29.00 - \$46.00
Provider Network Assistant	\$34.00 - \$45.00

Program Aide	\$30.00 - \$45.00
Registration Clerk	\$29.00 - \$40.00
Clinic Assistant/Administrative Assistant	\$31.00 - \$47.00
Human Resources Assistant	\$33.00 - \$48.00
Medical Records Clerk	\$29.00 - \$47.00
Administrative Office Professional	\$36.30 - \$57.00
Health Plan Specialist	\$63.00 - \$80.00
Health Plan Associate	\$55.00 - \$75.00
Enrollment Specialist	\$46.00 - \$63.00
Health Education and Enrollment Specialist	\$36.00 - \$55.00
Intake Specialist	\$34.00 - \$49.00

- B. ORIENTATION.** COUNTY shall orient personnel to the relevant unit, setting and facility-specific policies and procedures. All COUNTY onsite orientation/assessment/in-service training time will be billable to COUNTY at the applicable personnel hourly rate listed herein. Such fees will be billed and paid by COUNTY in accordance with the first invoice delivered to COUNTY.
- C. TRAVEL COSTS.** Reimbursement for mileage will be in accordance with IRS Standards for all local mileage for home health personnel while traveling between COUNTY's facilities.
- D. MINIMUM GUARANTEE FOR CONTRACT PERSONNEL.** For contract temporary personnel confirmed for eight (8), ten (10) or any combination of eight (8), ten (10) and twelve (12) hour shifts, COUNTY will provide a minimum of eighty (80) scheduled hours bi-weekly or as otherwise agreed to in writing by the Parties. For contract personnel confirmed for twelve (12) hour shifts, COUNTY will provide a minimum of seventy-two (72) scheduled hours bi-weekly or as otherwise agreed to in writing by the Parties. These guaranteed hours do not include any "on-call" time worked by contract personnel. COUNTY reserves the right to float or reassign contract personnel to other areas of practice within their clinical competence to fulfill the guaranteed hours. Temporary Placements under this Exhibit B-2 shall not be subject to the Section IV "Length of Assignment" minimum in Exhibit A.
- E. ASSIGNMENT DURATION FOR CONTRACT PERSONNEL.** If the contract temporary personnel hourly rates listed herein are for contract assignments, then such rates are for contract assignments of thirteen (13) weeks or more and include housing costs for contract personnel placed with COUNTY. The rates listed herein may be adjusted in writing and agreed to between the parties.
- F. OVERTIME.** COUNTY will be billed for all overtime hours in accordance with the current federal, state and local laws, rules and regulations where such services are being provided. Calculations of overtime will be calculated as required by law. In the event overtime is not required by law, COUNTY will be billed for all hours constituting overtime and calculations of such overtime will be one and one-half (1.5) times the applicable personnel hourly rate listed herein. For purposes of calculating overtime, the workweek shall commence on Sunday and end the following Saturday.
- G. HOLIDAYS.** CONTRACTOR's holidays, including New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and any other COUNTY designated holidays ("Holiday") will be billed at one and one-half (1.5) times the applicable personnel hourly rate listed herein (the "Holiday Rate"). The Holiday Rate is in effect for all nine (9), ten (10) and twelve (12) hour shifts from 7:00 p.m. on the eve of the Holiday to 7:00 p.m. on the night of the Holiday. The Holiday Rate is in effect for all eight (8) hour shifts from 11:00 p.m. on the eve of the Holiday to 11:00 p.m. on the night of the Holiday.

H. INCENTIVISED RATES. CONTRACTOR may designate certain specialties with an incentivized rate at the time of order at an additional amount above the applicable personnel hourly rate listed herein. Such incentivized rates shall be used for the duration or extension of such Assignment. CONTRACTOR shall propose such rates including the details of the bill rate change, prior to enacting incentive or high incentive rates and COUNTY shall confirm its approval in writing.

I. TERMINATION OF ASSIGNMENT COUNTY may immediately terminate any personnel Assignment in accordance with the terms set forth in Exhibit A.

J. PERSONAL PROTECTIVE EQUIPMENT. All Personal Protective Equipment (PPE) shall be provided by COUNTY to personnel.

K. ALLOCATION AND DEDUCTION OF TRAVEL EXPENSES FOR CONTRACT PERSONNEL. CONTRACTOR’s hourly billing rates and COUNTY’s payment of those hourly rates necessarily incorporate and contemplate that a portion of those rates is to reimburse CONTRACTOR for all lodging, meals and incidental expenses incurred by contract personnel (“travel expenses”). COUNTY acknowledges and agrees that a portion of its payment for the hourly billing rates shall reimburse CONTRACTOR for all travel expenses paid by CONTRACTOR to any of its personnel providing services to COUNTY hereunder. COUNTY or CONTRACTOR may deduct such allocable portion of the payment as travel expenses subject to any applicable federal limitations.

CONTRACTOR shall provide COUNTY with information detailing all such per diem allowances paid for as travel expenses on a report referenced and included as a part of each invoice. Each such report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof. Such report shall contain the names of each personnel providing services to COUNTY who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Copies of such expense reports are maintained by CONTRACTOR and are available upon request if needed to further substantiate COUNTY’s tax deductions for travel expenses. CONTRACTOR is providing COUNTY with an aggregate hourly rate for billing purposes which is inclusive of both (i) amounts for healthcare services provided by personnel hereunder; and (ii) reimbursements for per diem allowances paid by CONTRACTOR to personnel (at the current rate, with 0% markup). The aforementioned hourly rate is being given solely at COUNTY's request to allow COUNTY to compare the total cost of CONTRACTOR's services to its competitors' and it shall in no way reflect treatment of how CONTRACTOR is paying wages to its personnel.

L. BREAKS AND REST PERIODS. COUNTY agrees to provide all personnel with all meal periods, lactation breaks and rest breaks as required by law. COUNTY shall reimburse CONTRACTOR for any costs, including penalties, incurred by CONTRACTOR if COUNTY fails to comply with this requirement.

M. CONVERSION. Conversion means converting an individual placed by the CONTRACTOR from temporary assignment to a permanent position within the COUNTY. Conversion terms shall apply unless this right is specifically protected in accordance with state and/or local law in the location of services. In the event this right is prohibited by law, this section shall be null and void. COUNTY may hire temporary personnel list in this Exhibit B-2 in accordance with the below percentage of annualized first year salary as applicable to each individual hired. For clarity, positions listed in this Exhibit B-2 are not subject to placement fees described in Exhibit A.

Hours Worked	Fee – Percentage of First Year Annualized
0-200	23%
201-330	20%

331-460	18%
461-590	15%
591-719	12%
720-850	9%
851-960	5%
960 +	0 Conversion

N. HEALTH SCREENING AND CREDENTIALING REQUIREMENTS

1. In addition to the requirements in Agreement Exhibit A and Exhibit A-1, section VI, temporary personnel must meet the requirements set forth below in TABLE 1. In lieu of providing protected health and personal information of Personnel to COUNTY, CONTRACTOR will provide COUNTY with an attestation for each Personnel stating (a) they have completed all of the health and background screenings requirements below; (b) there has been no break in service greater than 180 days of such Personnel subsequent to conducting such health and background screenings; and (c) the results of those screenings has not shown any material issues that would render such Personnel unacceptable to COUNTY or otherwise negatively impact patient health or safety. Notwithstanding anything herein to the contrary, CONTRACTOR will provide COUNTY with copies of all other credentialing documents upon request and as permitted by law.
2. COUNTY understands and agrees that it will incur additional costs for any health screenings and/or credentialing requested that is not set forth herein.
3. Items on this document cannot be waived or altered unless approved by the Director of Standards and Quality Management or Chief Clinical Officer. In addition, any requests by COUNTY other than as set forth herein must be agreed upon in writing before CONTRACTOR shall be required to provide any such additional health screenings and/or credentialing.
4. COUNTY may request a healthcare professional to start with a pending requirement. In such event, prior approval must be obtained by CONTRACTOR's Director of Standards and Quality Management or Chief Clinical Officer.

TABLE 1: Requirements

REQUIREMENTS FOR CLINICAL	REQUIREMENTS FOR NON-CLINICAL
CONTRACTOR attestation of negative results of pre-employment 9 panel instant drug screen within last 18 months (Not Required)	CONTRACTOR attestation of negative results of pre-employment 9 panel instant drug screen within last 18 months (Not Required)
Completed skills checklist	Completed skills checklist
Evidence of Annual Flu Vaccine	Evidence of Annual Flu Vaccine or Declination
Evidence of COVID Vaccine or Declination	Evidence of COVID Vaccine or Declination
Evidence of Hepatitis B Vaccination or titer	Evidence of Hepatitis B negative or declination
One step TB Skin Test or QuantiFERON/T. Spot or clear Chest X-Ray with positive TB skin test within 6 months of hire date. Must complete annual questionnaire annually	One step TB Skin Test or QuantiFERON/T. Spot or clear Chest X-Ray with positive TB skin test within 6 months of hire date. Must complete annual questionnaire annually
Pre-Hire Physical (not required annually)	Pre-Hire Physical (not required annually)
MMR & Varicella – Proof of vaccination or titers	N/A
Tdap Vaccination	N/A
Influenza Vaccine or declination (must wear mask if declined)	Influenza Vaccine or declination (must wear mask if declined)
Covid Vaccination or declination	Covid Vaccination or declination

Completed application/work history	Completed application/work history
CONTRACTOR attestation of a clear criminal background check within the last 6 months – may start with clear complete nationwide scan and pending counties with professional signed	CONTRACTOR attestation of a clear criminal background check within the last 6 months – may start with clear complete nationwide scan and pending counties with professional signed
Clear OIG and GSA checks and national sex	Clear OIG and GSA checks and national sex
Job Description	Job Description
Completed application/work history	Completed application/work history
2 Professional References	2 Professional References
Last 12 months experience	
Current nursing license verification in state where located or compact licensure where applicable	
Current AHA BLS or CPR	

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Exhibit B-3 Direct Hire Services

Direct Hire Fees: Fees for a direct hire candidate is **23%** of such individual's first year's anticipated earnings, based on starting salary (excluding bonus and benefits).

Direct Hire candidates do not include individuals placed under the services described in Exhibit A, Exhibit B-1, or Exhibit B-2. Direct Hire services are distinct and separate from other services, placements, and conversion described in this Agreement and its Exhibits.

If a direct hire candidate submitted by CONTRACTOR for review by COUNTY is also in the COUNTY's applicant database, the candidate ownership belongs to CONTRACTOR if COUNTY has not contacted the direct hire candidate for an interview within the previous 30 days prior to submission.

CONTRACTOR's fees for services are earned if any candidate is hired through the direct efforts of CONTRACTOR or its employees and/or subsidiaries, and within twelve (12) months of the candidate(s) referral.

Placement Fee: For a direct hire candidate is computed on the first year's anticipated earnings, based on the starting salary (excluding bonus and benefits). The direct hire fee applies whenever a candidate is employed by COUNTY within twelve months of CONTRACTOR referral, whether that individual is hired for the specific position or an alternative position, by the COUNTY or by an affiliate.

Replacement for Early Termination: If an employee referred for direct hire leaves COUNTY within the first sixty (60) calendar days of employment, CONTRACTOR will replace that employee at no additional charge. If within sixty (60) days the candidate proves unsatisfactory and is terminated for due cause or leaves of his/her own accord, CONTRACTOR will replace the candidate with a similarly qualified candidate unless the following has occurred: (1) a material change in the original job description; (2) COUNTY changes geographic location causing candidate to terminate; (3) dismissal of candidate due to a reduction in the work force or as a result of job discontinuance by COUNTY. CONTRACTOR has up to 160 days from notification to replace candidate in original or similar position.

Payment: Payment shall be in accordance with the terms the Agreement.