

Attachment B

LocumTenens.com FY 22-24 BC First
Amendment



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

February 28, 2023

Present: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 23-00174

RE: Consider recommendations regarding a First Amendment to the LocumTenens.com LLC Fiscal Years (FYs) 2022-2024 Board Contract, as follows:

a) Approve, ratify, and authorize the Chair to execute a First Amendment to the multi-year Agreement for Services of Independent Contractor with LocumTenens.com LLC (not a local vendor) to update the contract consistent with state requirements and increase the FY 2022-2023 contract maximum amount by \$500,000.00 due to the increased need for temporary staffing services at the Department of Behavioral Wellness Psychiatric Health Facility, for a new total Maximum Agreement Value not to exceed \$2,900,000.00, inclusive of \$1,700,000.00 for FY 2022-2023 and \$1,200,000.00 for FY 2023-2024, for the period of July 1, 2022 through June 30, 2024; and

b) 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 are 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 Lavagnino, seconded by Supervisor Nelson, that this matter be acted on as follows:

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

b) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Capps, 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: February 28, 2023
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Antonette Navarro, LMFT, Director
Director(s) Behavioral Wellness, (805) 681-5220
Contact Info: Dr. Ole Behrendtsen, Medical Director
Behavioral Wellness, (805) 681-5220

DS
AN

SUBJECT: Behavioral Wellness Staffing Contract – First Amendment to LocumTenens.com LLC FY 2022-2024 Board Contract

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 multi-year Agreement for Services of Independent Contractor with **LocumTenens.com LLC** (not a local vendor) to update the contract consistent with state requirements and increase the FY 22-23 contract maximum amount by \$500,000 due to the increased need for temporary staffing services at the Department of Behavioral Wellness Psychiatric Health Facility, for a new total Maximum Agreement Value not to exceed **\$2,900,000**, inclusive of \$1,700,000 for FY 22-23 and \$1,200,00 for FY 23-24, for the period of July 1, 2022 through June 30, 2024; and
- B. 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 are 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 item is on the agenda to request approval and authorization of a First Amendment to the Agreement with LocumTenens.com LLC (LocumTenens) to update the contract consistent with state requirements and increase the contract maximum amount for FY 2022-2023 by \$500,000, due to an increased need for temporary staffing services at the Department of Behavioral Wellness (BWell) Psychiatric Health Facility (PHF).

Background:

BWell 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. BWell has experienced ongoing challenges that mirror the national challenges of attracting and retaining qualified psychiatrists, nurse practitioners, and physician's assistants to work at BWell facilities.

On June 28, 2022, the County of Santa Barbara Board of Supervisors (Board) authorized Board Contract Agreement (BC #22-077) with LocumTenens.com LLC for FY 2022-2024 for the provision of locum tenens psychiatry services, inclusive of \$1,200,000 per Fiscal Year, for a total Maximum Agreement Value not to exceed \$2,400,000 for the period of July 1, 2022 through June 30, 2024 (Attachment B).

LocumTenens.com LLC provides temporary psychiatrists, nurse practitioners, and physician's assistants to Behavioral Wellness clinics, the PHF, and other Behavioral Wellness programs, as needed. These temporary staff provide 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.

BWell is continuing its efforts of recruitment to fill these essential positions and decrease the need for temporary staffing services. However, in spite of these efforts, BWell has an urgent and increased need for temporary staffing services at BWell's PHF. Therefore, BWell is requesting that the Board authorize a First Amendment to the Board Contract allowing an increase in the FY 22-23 Contract maximum amount by \$500,000, for a new total Maximum Agreement Value not to exceed \$2,900,000, inclusive of \$1,700,000 for FY 22-23 and \$1,200,000 for FY 23-24. The First Amendment would also update the contract consistent with the State Public Health Officer Order of September 13, 2022. Approval of this First Amendment will allow BWell to continue to provide mandated services to BWell PHF clients without a gap in services.

Performance Outcomes:

BWell is currently utilizing four (4) professionals, (3.5 FTE), 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:

Funding Sources	Total FY 22-23		Total FY 23-24		Total FY 22-24
	Cost		Cost		
General Fund					
State	\$	850,000	\$	600,000	\$ 1,450,000
Federal	\$	850,000	\$	600,000	\$ 1,450,000
Fees					
Other:					
Total	\$	1,700,000	\$	1,200,000	\$ 2,900,000

Narrative: The above-referenced contract is funded by State and Federal funds. The funding sources are included in the FY 22-23 Adopted 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. BWell 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 First Amendment and one (1) Minute order to cfoschaar@sbcbswell.org and bwellcontractsstaff@sbcbswell.org.

Attachments:

Attachment A: LocumTenens.com FY 22-24 BC First Amendment
Attachment B: LocumTenens.com FY 22-24 BC executed (BC-22077)

Authored by:

A. Foschaar

FIRST AMENDMENT

TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, referenced as **BC #22-077**, 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 special 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, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor, referred to as BC #22-077, on June 28, 2022 for the provision of locum tenens psychiatry services for a total Maximum Contract Amount not to exceed \$2,400,000, inclusive of \$1,200,000 per Fiscal Year, for the period of July 1, 2022 through June 30, 2024; and

WHEREAS, this First Amendment updates the contract consistent with the State Public Health Officer Order of September 13, 2022 and increases the Fiscal Year contract maximum amount for Fiscal Years 22-23 by \$500,000, due to the increased need for temporary staffing services at the Department of Behavioral Wellness Psychiatric Health Facility, for a new total Contract Maximum Amount not to exceed \$2,900,000, inclusive of \$1,700,00 for FY 22-23 and \$1,200,000 for FY 23-24, for the period of July 1, 2022 through June 30, 2024.

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

I. Delete subsection 4 (California Department of Public Health, Public Health Officer Order, Health Care Worker COVID-19 Vaccine Requirement) of section 1.C (Health Screening) of Exhibit A-2 (Credentialing Requirements for Health Care Professionals), and replace with the following:

4. California Department of Public Health, Public Health Officer Order, Health Care Worker COVID-19 Vaccine Requirement.

- a. In compliance with the State Public Health Officer Order, Health Care Worker Vaccine Requirement, and any amendments or updates that may hereafter be in force, Contractor shall, at its sole cost and expense, promptly provide to County proof of:
 - i. Vaccination and boosters for all Professionals; or
 - ii. Exemption status for all Professionals, and
 - iii. Testing results for all Professionals if required by the State Public Health Officer, Local Public Health Officer, or County policy.
- b. This requirement applies to all Professionals who are defined as “worker” under the State Public Health Officer Order and provide services under this Agreement.
- c. The State Public Health Officer Order is subject to change, but the current order is available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Health-Care-Worker-Vaccine-Requirement.aspx>.

II. Delete Section 1 (Agreement Maximum Value) of Exhibit B (Financial Provisions), and replace with the following:

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 Agreement Value not to exceed **\$2,900,000** for the Term of this Agreement, inclusive of \$1,700,000 for FY 22-23 and \$1,200,000 for FY 23-24. 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.

III. 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

OUTPATIENT RATES			
	ADULT OUTPATIENT PSYCHIATRY	CHILD/ ADOLESCENT PSYCHIATRY	NURSE PRACTITIONER/ PHYSICIAN'S ASSISTANT
Hourly Rate Range, All Inclusive (8AM to 5PM / 40 hour per week minimum)	\$226.05 – \$259.40	\$226.05 – \$259.40	\$165.00 - \$195.00
Overtime (per hour)*	\$330.75 - \$372.75	\$330.75 - \$372.75	\$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
INPATIENT RATES			
	ADULT INPATIENT PSYCHIATRY		NURSE PRACTITIONER/ PHYSICIAN'S ASSISTANT
Hourly Rate Range, All Inclusive***	\$237.30 – \$272.40		\$168.00 – \$199.50
TOTAL CONTRACT MAXIMUM VALUE FY 22-23:			\$1,700,000
TOTAL CONTRACT MAXIMUM VALUE FY 23-24:			\$1,200,000
TOTAL CONTRACT MAXIMUM NOT TO EXCEED FY 22-24:			\$2,900,000

*For hours in excess of 40 hours per week.

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

***No adjustments for overtime pay.

IV. The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the original Agreement. The terms and provisions of the original 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.

(This section intentionally left blank.)

SIGNATURE PAGE FOLLOWS


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 First Amendment to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By:


DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Date:

2-28-23

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:


Deputy Clerk

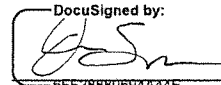
Date:

2-28-23

CONTRACTOR:

Locumtenens.com LLC.

By:

DocuSigned by:

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Authorized Representative

Name:

Jeannie Smith

Title:

Associate VP

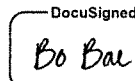
Date:

2/16/2023

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

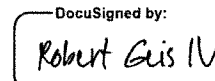
By:

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Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

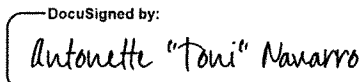
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Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

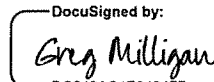
By:

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Director

AS TO INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By:

DocuSigned by:

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Risk Manager