## **ATTACHMENT A:**

# LocumTenens.com FY 24-25 (BC 24-024) Amendment 1

Board Contract: BC #24-024

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

#### **BETWEEN**

#### COUNTY OF SANTA BARBARA

#### **AND**

#### LOCUMTENENS.COM LLC

#### **FOR**

MENTAL HEALTH STAFFING SERVICES

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

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, BC No. 24-024, is made by and between the County of Santa Barbara (County) and LocumTenens.com LLC (Contractor) for the continued provision of services specified herein (hereafter, First Amended Agreement).

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, the County Board of Supervisors hereby determines that, in accordance with Government Code section 31000.4, it is in the economic best interest of County to provide temporary help by this Agreement to assist in meeting the immediate clinical staffing needs of its Department of Behavioral Wellness that cannot be met through County's hiring process;

WHEREAS, on June 25, 2024, County and Contractor (collectively, the parties) entered into an Agreement for Services of Independent Contractor, BC No. 24-024, for the provision of locum tenens clinical staffing services for a total maximum contract amount not to exceed \$1,700,000, for the period of July 1, 2024, through June 30, 2025, (Agreement);

WHEREAS, the parties wish to increase the contract amount by \$100,000 due to increased staffing needs for a revised, total maximum contract amount not to exceed \$1,800,000 with no change to the contract term.

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

- I. Delete <u>Section 1 (AGREEMENT MAXIMUM VALUE)</u> of <u>Exhibit B (FINANCIAL PROVISIONS)</u> and replace it 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 \$1,800,000 for the Term of this Agreement. 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 MHS (Schedule of Rates and Contract Maximum) in its entirety and replace it as follows:

THIS SECTION LEFT BLANK INTENTIONALLY EXHIBIT B-1 MHS FOLLOWS

## EXHIBIT B-1 SCHEDULE OF RATES AND CONTRACT MAXIMUM

	OUTPATI	ENT 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)	\$260 – \$290	\$260 – \$290	\$170 - \$200
Overtime (per hour)*	\$390-\$435	\$390-\$435	\$255-\$300
Weeknight on-call Mon- Fri 5:01PM to 7:59AM (per night)**	\$885 - \$1,100	\$885 - \$1,100 \$885 - \$1,100	
Weekend on-call 8AM to 7:59AM (per 24 hours, no proration for partial days)**	\$885 - \$1,100	\$885 - \$1,100	\$885 - \$1,100
	INPATIE	ENT RATES	
	ADULT INPATIENT PSYCHIATRY		NURSE PRACTITIONER/ PHYSICIAN'S ASSISTANT
Hourly Rate Range, All Inclusive***	\$270-\$300		\$170 - \$200
TOTAL CO	\$1,800,000		

<sup>\*</sup>For hours in excess of 40 hours per week.

- III. Effectiveness. The terms and provisions set forth in this First Amended Agreement 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 Amended Agreement, 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.
- **IV. Execution of Counterparts.** This First Amended Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

<sup>\*\*</sup>Overtime applies for time worked while on-call.

<sup>\*\*\*</sup>No adjustments for overtime pay.

#### SIGNATURE PAGE

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

	<b>.</b>			
IN WITNESS WHEREOF, the parties have exeffective as of the date executed by COUNTY.	ecuted this F	irst Amended Agreement to be		
·	COUNTY OF SANTA BARBARA:			
	By:	LAURA CAPPS, CHAIR		
	Date:	BOARD OF SUPERVISORS		
ATTEST: MONA MIYASATO	CONTRACTOR:			
COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD	LOCUM	TENENS.COM LLC.		
By: She la Cla Guo Ma Deputy Clerk	By:	Each Richardson  DECCEP45D05D470  Authorized Representative		
Date: 6-10-25	Name:	Zach Richardson		
The second secon	Title:	Vice President		
	Date:	5/29/2025		
APPROVED AS TO FORM:	APPROV	ED AS TO ACCOUNTING FORM:		
RACHEL VAN MULLEM	BETSY M. SCHAFFER, CPA			
COUNTY COUNSEL Signed by:	AUDITO	R-CONTROLLER Signed by:		
By: Bo Bac	By:	Shawna Jorgensen		
Deputy County Counsel		Deputy Deputy		
RECOMMENDED FOR APPROVAL:	APPROV	ED AS TO FORM:		
ANTONETTE NAVARRO, LMFT		GREG MILLIGAN, ARM		
DIRECTOR, DEPARTMENT OF BEHAVIORAL WELLNESS	RISK MA	NAGER		
Signed by:		DocuSigned by:		
By: for Director	By:	Gregory Milligan  OSF 555 F00209400  Risk Manager		
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