



# County of Santa Barbara BOARD OF SUPERVISORS

## Minute Order July 07, 2015

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**Present:** 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino

ALCOHOL, DRUG AND MENTAL HEALTH SERVICES      File Reference No. 15-00583

**RE:** Consider recommendations regarding Fiscal Year 2015-2016 Jackson and Coker Locum Tenens Amendment, as follows:

- a) Approve and authorize the Chair to execute a First Amendment to the Agreement for Services of Independent Contractor with Jackson and Coker Locum Tenens (not a local vendor), to extend the term of the Agreement into Fiscal Year 2015-2016, and to increase the hourly rate of payment for locum tenens psychiatry services, for a total amount not to exceed \$350,000.00 per Fiscal Year and a maximum contract amount not to exceed \$700,000.00 for the period July 1, 2014 through June 30, 2016; and
- b) Determine that the above actions are government fiscal activities or funding mechanisms which do not involve any commitment to any specific project which may result in a potentially 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 Carbajal, seconded by Supervisor Farr, that this matter be Acted on as follows:**

- a) Approved; Chair to execute; and
- b) Approved.

**The motion carried by the following vote:**

**Ayes:** 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino

## FIRST AMENDMENT 2015-2016

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This First Amendment (hereafter First Amended Contract) to the Agreement for Services of Independent Contractor, **BC 16-066** previously referenced as **BC 15-170**, is made by and between the **County of Santa Barbara** (County) and **Jackson & Coker Locum Tenens** (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 provide psychiatric services at County Mental Health facilities, and County has ongoing needs for psychiatric staff at outpatient facilities;

Whereas, County intends to extend the term of the existing Agreement through Fiscal Year 15-16 and to compensate Contractor for the services to be provided during that Fiscal Year; and

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the Agreement approved by the County Board of Supervisors in March 2015, except as modified by this First Amended Contract.

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

**I. In Section 4, Term, the following is added at the end:**

4. TERM. Contractor shall continue performance on **7/1/2015** and end performance upon completion, but no later than **6/30/2016**, unless otherwise directed by County or unless earlier terminated

**II. Add Sections 36 through 39:**

**36. MANDATORY DISCLOSURE**

Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371 Remedies for noncompliance, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)

**37. STATE ENERGY CONSERVATION PLAN**

## **FIRST AMENDMENT 2015-2016**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

### **38. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

A. Contractor, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Contractor shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the County and in accordance with the instructions found therein.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **39. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection

## FIRST AMENDMENT 2015-2016

with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

### III. Delete Section 1 of Exhibit B, and replace with the following:

1. Contract Maximum Value. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed \$350,000 per county fiscal year.

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

#### SCHEDULE OF RATES

	ADULT OUTPATIENT PSYCHIATRY	CHILD/ ADOLESCENT PSYCHIATRY
Hourly Rate Range, All Inclusive (8 hour per day/ 40 hour per week minimum)	\$200	\$190.00-\$220.00
Overtime (per hour)*	\$247.50-\$292.50	\$285.00-\$330.00
Weeknight on-call Mon-Fri 5PM to 8AM (per night)**	\$247.50-\$292.50	\$285.00-\$330.00
Weekend on-call 8 AM to 8 AM (per 24 hours, no proration for partial days)**	\$636.00-\$836.00	\$716.00-\$916.00
<b>TOTAL ANNUAL CONTRACT MAXIMUM VALUE:</b>	<b>\$350,000</b>	

\*For hours in excess of 40 hours per week.

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

### V. All other terms remain in full force and effect.

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FIRST AMENDMENT 2015-2016

First Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Jackson & Coker Locum Tenens, LLC.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective on July 1, 2015.

COUNTY OF SANTA BARBARA  
By: *Janet Wolf*  
JANET WOLF, CHAIR  
BOARD OF SUPERVISORS  
Date: 7/1/15

ATTEST:  
MONA MIYASATO, COUNTY EXECUTIVE  
OFFICER  
CLERK OF THE BOARD  
By: *Mona Miyasato*  
Deputy Clerk  
Date: 7-8-15

CONTRACTOR  
Jackson & Coker Locum Tenens, LLC  
By: *Dana Massey*  
Dana Massey, VP - Government Healthcare  
Date: 06/16/2015

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL  
By: *Michael C. Ghizzoni*  
Deputy County Counsel  
Date: 6/25/15

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER  
By: *Robert W. Geis*  
Deputy  
Date: 6/25/15

RECOMMENDED FOR APPROVAL :  
ALCOHOL, DRUG, AND MENTAL HEALTH  
SERVICES  
ALICE A. GLEGHORN, PHD  
DIRECTOR  
By: *Alice A. Gleghorn*  
Director  
Date: 6/23/15

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK MANAGER  
By: *Ray Aromatorio*  
Date: 6/25/15