

## Second Amendment 2017-2018

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Second Amendment (hereafter Second Amended Contract) to the Agreement for Services of Independent Contractor, **BC 18-002**, is made by and between the **County of Santa Barbara** (County) and **Locumtenens.com** (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**, Contractor provided, at the request of County, a greater number of services than contemplated by the original Agreement, and will incur expenses beyond the value of this Agreement. So as to compensate Contractor for the additional services to be rendered under the Agreement, this Second Amendment adds funds for Fiscal Year 17-18 in the amount of \$55,000, for a new Total Contract Maximum of \$1,855,000 through June 30, 2018.

**Whereas**, this Second Amended Contract incorporates the terms and conditions set forth in the Agreement approved by the County Board of Supervisors in May 2017 and the First Amended Contract approved by the Board of Supervisors in May 2018, except as modified by this Second Amended Contract.

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

- I. **Delete Section 1 of Exhibit B, and replace with the following:**
  1. **CONTRACT MAXIMUM.** For services to be rendered under this contract, Contractor shall be paid at the rate(s) specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to \$1,855,000.
  
- II. **Delete Exhibit B-1, Schedule of Rates, and replace with the following:**

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**Exhibit B-1  
Schedule of Rates**

Specialty:	Psychiatry	Telepsychiatry	NP/PA Adult and Child
Regular Rate Per Hour: (Minimum eight (8) hours per day, 40 hours per week, Monday through Friday)	\$185-\$240	\$185-240	\$100-140
Weekday Night On-Call: (5 PM- 8 AM) in conjunction with an 8 hour day	\$325	\$325	\$200
Weekday Night On-Call: (5 PM-8 AM)	\$1000	\$1000	\$800
Overtime Rate (Hourly; applies when workday exceeds eight (8) hours, occurs on a weekend, or for time worked while on beeper call)	Hourly x 1.5	Hourly x 1.5	Hourly x 1.5
Weekend day or Weekday (24 hrs) / Holiday On-Call (All hours worked are considered overtime):	\$1000	\$1000	\$800
Malpractice Hourly Rate	\$8.06	\$8.06	\$8.06
Per Diem (Per Booking Day):	\$50	\$50	\$50

<b>FY 17-18 Total Contract Maximum Not to Exceed:</b>	<b>\$1,855,000</b>
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**III. All other terms remain in full force and effect.**

**Second Amendment 2017-2018**

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

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment to be effective on the date executed by COUNTY.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
DAS WILLIAMS, CHAIR  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**CONTRACTOR:**

Locumtenens.com

By: \_\_\_\_\_  
LocumTenens.com

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy

**RECOMMENDED FOR APPROVAL:**

ALICE GLEGHORN, PH.D., DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By: \_\_\_\_\_  
Director

**APPROVED AS TO INSURANCE FORM:**

RAY AROMATORIO  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Management