

**SECOND AMENDED AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

BC 18-216

THIS Amendment to the AGREEMENT for services of Independent Contractor, referenced as BC 18-216 by and between the County of Santa Barbara, Department of Behavioral Wellness (County) and **Barton & Associates, Inc.**, a Delaware corporation, **d.b.a. Barton Medical, Inc.** (“Vendor” or “Contractor”) (hereafter Agreement) and together with County, each a “**Party**” and collectively the “**Parties**” wherein Contractor agrees to provide and County agrees to accept the 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 a Board Agreement for Services of Independent Contractor, referred to as BC 18-216, on May 8, 2018 for the provisions of locum tenens psychiatric services for a total amount not to exceed \$1,500,000 for the period of July 1, 2018 through June 30, 2019;

WHEREAS, the County Board of Supervisors authorized the County to enter into a First Amended Agreement on May 14, 2019 to increase the amount of the Agreement by an amount not to exceed \$770,000 and extend the term of the Agreement to June 30, 2020 for a total contract maximum not to exceed \$4,289,800, inclusive of \$2,270,000 for FY 18-19 and \$2,019,800 for FY 19-20;

WHEREAS, the County and Contractor wish to enter into a Second Amended Agreement to increase the amount of the Agreement by \$180,000 for FY19-20 due to an unanticipated need for greater services than contemplated in the First Amended Agreement and extend the term of the Agreement to June 30, 2021 for an amount not to exceed \$2,000,000 for FY 20-21, for a new contract maximum amount of \$6,469,800 inclusive of \$2,270,000 for FY 18-19, \$2,199,800 for FY 19-20, and \$2,000,000 for FY 20-21;

WHEREAS, this Second Amended Agreement incorporates the terms and conditions set forth in the First Amended Agreement approved by the County Board of Supervisors May 14, 2019, except as modified by this Second Amended Agreement;

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

I. Delete Section 4. Term and replace it with the following:

4. TERM.

Contractor shall commence performance on **7/1/2018** and end performance upon completion, but no later than **6/30/2021** unless otherwise directed by County or unless earlier terminated.

II. Add a Subsection E to Section 2 (Description of Contractor Services) in Exhibit A-1 (Statement of Work MHS Healthcare Recruitment and Placement Services):

E. Cultural Competence. When recruiting for Professionals to provide services pursuant to the terms of this Agreement, Contractor shall consider County’s goal of building a staff that is 40% bilingual and bicultural in the County’s second threshold language, Spanish; and Contractor shall use its best efforts to hire and retain Professionals for County who meet this

criterion. Contractor shall also require Professionals recruited for County to participate in County trainings in Cultural Competence.

III. Add to Section 4 (Description of Professionals Services) in Exhibit A-1 (Statement of Work MHS, Healthcare Recruitment and Placement Services) the following:

Professionals accepting an Assignment are expected to provide services throughout the County's Behavioral Wellness system of care (e.g., acute inpatient, crisis and outpatient). Under the direction of the Behavioral Wellness Medical Director, Professionals accepted by County are required to perform the following duties, and any other duties as agreed to in writing, by the County, Professional, and Contractor:

IV. Delete Subsection A.1 (Psychiatrists) of Section 4 (Description of Professionals Services) in Exhibit A-1 (Statement of Work MHS, Healthcare Recruitment and Placement Services) and replace it with the following:

A.1. General Performance Standards – The Performance Standards applicable to a Professional accepting a Psychiatrist Assignment:

- i. Provide as needed all psychiatric services allowed under the scope of licensure as a licensed physician and surgeon in California;
- ii. Accept training on the use of Online Progress Notes (OLPN) and document patient contacts using the OLPN format;
- iii. Document patient encounters in a thorough manner. Notes will include:
 - a. Naming the patient's chief complaint;
 - b. Recording pertinent elements of the interval history of the present illness, social history, psychiatric history, medication history;
 - c. Completing a full mental status exam; and
 - d. Providing an assessment section that contains analysis of diagnosis, associated impairments, risk, progress and prognosis;
- iv. Perform diagnostic, suicide, Tarasoff, involuntary admission, medication, and other evaluations;
- v. Prescribe and administer, as needed, psychiatric medication(s);
- vi. Provide Medication Assisted Treatment (MAT) services to clients;
- vii. Efficiently provide bridge orders, using RxNT, for medications previously prescribed based on input from the clinic staff and, when necessary, patient's record;
- viii. Provide medication education for staff, clients, and families;
- ix. Provide consultation, training, and support of multi-disciplinary team members, as needed;
- x. Participate in review, revision, and approval of assessments of clients;
- xi. Participate in the development, review, revision, and approval of treatment plans;
- xii. Facilitate the transition of clients to appropriate levels of care within the Behavioral Wellness system;

- xiii. Participate in utilization review, medication monitoring, quality improvement protocols, and peer review; and
- xiv. Perform other relevant work within the scope of Professional's license.

V. Delete Section 1 (Agreement Maximum Value) of Exhibit B (Financial Provisions MHS) 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 value not to exceed **\$6,469,800** for FY 18-21, inclusive of \$2,270,000 for FY 18-19 and \$2,199,000 for FY 19-20, and \$2,000,000 for FY 20-21.

VI. Delete Exhibit B-1 and replace it with the following:

**EXHIBIT B-1
Schedule of Rates**

	Psychiatry (including Child & Adolescent)	Nurse Practitioner/Physician Assistant
Hourly Rate Range, All inclusive (8 hour per day/40 hour per week minimum)	\$250-\$350	\$140-\$200
Beeper Fee Weeknight (5PM to 8AM)*	\$500-\$600 per night	N/A
Beeper Fee Weekend (8AM to 8AM per 24 hours, no proration for partial days)*	\$600-700 per day	N/A
All overtime will be calculated at 1.5 times the regular hourly rate for hours worked in excess of 40 in a work week.		
Total Contract Maximum FY 18-19		\$2,270,000
Total Contract Maximum FY 19-20		\$2,199,800
Total Contract Maximum FY 20-21		\$2,000,000
Total Contract Maximum FY 18-21		\$6,469,800

The aforementioned rates are all-inclusive base rates only, and if Contractor determines, in its sole discretion that Professionals cannot be placed at the above fees then Professionals with higher rates will be submitted to County for consideration of an Assignment in accordance with Exhibit B, Section 2 (Rates). This section does not preclude other Professionals not mentioned above from being placed at County under this Contract. The schedule of rates for other such Professionals attached to the Agreement as Exhibit B-2 is incorporated herein by reference.

*Overtime applies for time worked while on-call.

VII. All other terms shall remain in full force and effect.

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Barton & Associates, Inc.**

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on date executed by the Board.

COUNTY OF SANTA BARBARA:

By: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

BARTON & ASSOCIATES, INC.

By: _____
Authorized Representative

Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

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

By: _____
Director

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management