

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
BARTON & ASSOCIATES, INC.

SECOND AMENDMENT
Effective October 15, 2019

THIS IS THE SECOND AMENDMENT (hereinafter referred to as Second Amendment) to the Agreement for Services of Independent Contractor entered into by the parties on or about July 1, 2018 (as amended, the "Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California having its principal place of business at 105 East Anapamu Street, Room 304, Santa Barbara, California, 93101 (hereafter COUNTY), and Barton & Associates, Inc., a Delaware corporation with an address at 300 Jubilee Drive, Peabody, MA 01960 (hereafter CONTRACTOR), is effective as of October 15, 2019 ("Second Amendment Effective Date").

WHEREAS, the Agreement is effective through June 30, 2020; and

WHEREAS, the parties desire to amend the Agreement in accordance with Section 25 to add funding; and

WHEREAS, this Second Amendment incorporates the terms and conditions set forth in the Agreement and First Amendment, approved by the County of Santa Barbara.

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

1. **Definitions.** Capitalized terms used in this Second Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.** The Agreement is amended as follows:
 - a. **Exhibit B.** Exhibit B shall be deleted and replaced in its entirety with the Exhibit B (including Exhibit B-1 and Exhibit B-2) attached to this Second Amendment and incorporated herein by reference.
3. **Counterparts.** This Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
4. **Ratification.** The terms and provisions of the Agreement and First Amendment, except as expressly modified and superseded by this Second Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and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.

Second Amendment to Agreement between the **County of Santa Barbara** and **Barton & Associates, Inc.**

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective October 15, 2019.

COUNTY OF SANTA BARBARA

STEVE LAVAGNINO
CHAIR, BOARD OF SUPERVISORS

Date: _____

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED
VAN DO-REYNOSO, MPH, PhD
DIRECTOR
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Director

By: _____
Risk Manager

Second Amendment to Agreement between the **County of Santa Barbara** and **Barton and Associates, Inc.**

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective October 15, 2019.

Barton & Associates, Inc.

By: _____
Authorized Representative

Name: _____

Title: _____

EXHIBIT B
(with attached Schedule of Rates Exhibit B-1 and Exhibit B-2)

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 and/or B-2), with a total contract amount, including reimbursements, up to but not to exceed \$900,000.
2. **Payment.** Payment for services shall be made upon CONTRACTOR's satisfactory performance, based upon the scope, methodology, and rates contained in Exhibit A as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Exhibits B1 and/or B2 (Schedule of Fees). Invoices submitted for payments that are based upon Exhibits B1 and/or B2 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
3. CONTRACTOR shall submit to the COUNTY Designated Representative a biweekly invoice or certified claim on the County Treasury for the services performed over the period specified. The invoice must show the Contract Number, services performed, rate being charged, total charges and contain sufficient detail and/or provide supporting documentation to enable an audit of the charges. The COUNTY Designated Representative shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Exhibits B-1 and/or B-2 shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation of invoice.
4. COUNTY's Designated Representative:

Santa Barbara County
Public Health Department
Attn: Accounts Payable
300 N. San Antonio Road, Building 1, 2nd Floor
Santa Barbara, CA 93110
5. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
6. **Third Party Billing.** CONTRACTOR shall require that Professionals do not bill patient, Medi-Cal or other health insurance for services which CONTRACTOR bills to the COUNTY.
7. CONTRACTOR does not pay for nor provide Workers' Compensation, Accident Insurance, Health Insurance, FICA, or withhold taxes for Professionals because the Professionals are independent contractors to CONTRACTOR.

**EXHIBIT B-1
Schedule of Rates**

	Psychologist	Nurse Practitioner/Physician Assistant
Hourly Rate Range, All inclusive (8 hour per day/40 hour per week minimum)	\$170 - \$200	\$140-\$200
Beeper Fee Weeknight (5PM to 8AM)*	N/A	N/A
Beeper Fee Weekend (8AM to 8AM per 24 hours, no proration for partial days)*	N/A	N/A
**All overtime will be calculated at 1.5 times the regular hourly rate		
Total Contract Maximum FY 18-20		\$900,000

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. 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 is attached hereto as Exhibit B-2 and incorporated herein by reference.

*Overtime applies for time worked while on-call.

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

EXHIBIT B-2
Schedule of Rates for Professionals
other than Psychologist, Nurse Practitioner/Physician Assistant

A. Anesthesia

1. \$2000+ for an 8 hour day
 - i. Beeper Fee weeknight: \$300+, call back rate: \$300+/hour
 - ii. 24 Hour Weekday call: \$1200+, call back rate: \$300+/hour
2. Cardiac: \$2500+/day for an 8 hour day
 - i. Beeper Fee weeknight: \$300-\$350, call back rate: \$300-350/hour
 - ii. 24 Hour Weekday call: \$1200-\$1300, call back rate: \$250-\$300/hour
3. Pediatric/Neuro: Negotiable
4. CRNA: \$200+/hour

B. Cardiology

1. \$250-320/hour
 - i. Beeper Fees & Call Back Rates: Negotiable

C. Critical Care

1. \$275-350/hour

D. Dermatology

1. \$250-350/hour
 - i. Beeper Fees & Call Back Rates: Negotiable
2. MOHS Surgery
 - i. \$300-500/hour
 1. Beeper Fees & Call Back Rates: Negotiable

E. Dentistry

1. \$140-190/hour

F. Emergency Medicine

1. \$230+ for Board Certified FP/IM/Surg
2. \$330+ ABEM Residency-Trained
3. ER Nurse Practitioner/Physician Assistant: \$130-\$170/hour

Depending on the provider & the holiday there may be time and a half or double time rates for overtime/holidays

G. Family Practice or Internal Medicine

1. Family Practice: \$150-\$190/hour
 - i. Beeper Fee Weekday: \$200-250, Call Back Rate: \$160-240/hour
 - ii. Beeper Fee Weekend Day: \$300-400, Call Back Rate: \$160-240/hour
2. Pediatrics: \$150-\$190/hour
 - i. Beeper Fee Weekday: \$200-250, Call Back Rate: \$160-240/hour
 - ii. Beeper Fee Weekend Day: \$300-400, Call Back Rate: \$160-240/hour
3. Internal Medicine: \$150-\$190/hour
 - i. Beeper Fee Weekday: \$200-250, Call Back Rate: \$160-240/hour
 - ii. Beeper Fee Weekend Day: \$300-400, Call Back Rate: \$160-240/hour
4. Family Practice Nurse Practitioner/Physician Assistant: \$115-\$145/hour
 - i. Beeper Fee Weekday: \$125-\$200, Call Back Rate: \$125-180/hour

- ii. Beeper Fee Weekend Day: \$200-\$300, Call Back Rate: \$125-180/hour
- 5. Pediatric Nurse Practitioner/Physician Assistant: \$115-\$145/hour
 - i. Beeper Fee Weekday: \$125-\$200, Call Back Rate: \$125-180/hour
 - ii. Beeper Fee Weekend Day: \$200-\$300, Call Back Rate: \$125-180/hour

H. Gastroenterology

- 1. \$2400-2800/day
 - i. Beeper Fees & Call Back Rates: Negotiable

I. Home Health

- 1. **Pricing per Assessment/Visit:**
 - i. \$150/visit for MD's and DO's
 - ii. \$120/visit for NPs and PA's

J. Hospitalist

- 1. \$240-300/hour
 - i. Beeper Fee if applicable: \$300-600/day, call back rate- \$240-300/hour

*All overtime (after 12 hours) and holidays will be calculated at 1.5 times the regular hourly rate.

K. Infectious Disease

- 1. \$230-300/hour
 - i. Beeper Fees & Call Back Rates: Negotiable

L. Neonatologist:

- 1. \$2400-2800/day
 - i. Beeper Fees & Call Back Rates: Negotiable

M. Nephrology

- 1. \$200-250/hour
 - i. Beeper Fee weeknight: \$250-\$300, call back rate: \$200-250/hour
 - ii. 24 Hour Weekday call: \$1600-\$2000, call back rate: \$200-\$250/hour

N. Neurology (Depending on Outpatient or Inpatient)

- 1. \$250-350/hour
 - i. Beeper Fees & Call Back Rates: Negotiable

O. OB/GYN

- 1. Daily Clinic rate: \$1600-2000/day
 - i. Beeper Fee: \$300-400
 - ii. Call back rate/Overtime: \$230-280/hour
- 2. 24 Hour Call including 2 hours of patient contact: \$1400-1600/day
 - i. Call back rate/Overtime: \$230-280/hour
- 3. All overtime/holidays will be calculated at 1.5 times the regular hourly rate

P. Occupational Med

- 1. \$160-190/hour

Q. Ophthalmology

- 1. \$230-300/hour

- R. Oncology**
 - 1. \$1900-2200/day
 - i. Beeper Fees & Call Back Rates: Negotiable

- S. Pain Management**
 - 1. \$200-250/hour

- T. Pediatric Hospitalist**
 - 1. \$1500-2000/4 hours,
 - 2. \$180-250/hour over 4 hours

- U. Pulmonary Critical Care**
 - 1. \$300-400/hour

- V. Pulmonology (outpatient)**
 - 1. \$250-300/hour
 - i. Beeper Fees & Call Back Rates: Negotiable

- W. Physical Medicine/Rehab**
 - 1. \$250-300/hour

- X. Radiation Oncology**
 - 1. \$1900-2200/day

- Y. Rheumatology**
 - 1. \$200-300/hour
 - i. Beeper Fees & Call Back Rates: Negotiable

- AA. Radiology**
 - 1. General Diagnostic (weekday): \$2100-\$2600/day (varies depending on volume and modalities required)
 - 2. Interventional (weekday): \$2700-\$3000/day
 - 3. Beeper Fee-weeknight: 1/8 of the weekday rate
Call back rate-weeknight: 1/8 of the weekday rate/hour.
 - 4. Beeper Fee-weekend: ½ the weekday rate
Call back rate-weekend: 1/8 of the weekday rate/hour

- BB. Surgery**
 - 1. **Ortho**
Weekday: \$2000-2600/8 hours, \$300-400 beeper fee, \$300-400 Call back rate. Weekend: \$2000-2600/2 hours, \$300-400 Call back rate

 - 2. **Ortho Trauma**
24 Daily Rate (including 2 hours): \$2900-3200, Call Back rate: \$400/ hour

 - 3. **ENT**
Weekday: \$2000-2300/8 hours, \$250-400 beeper fee, \$250-400 call back rate. Weekend: \$2000-2300/2 hours, \$250-400 call back rate

 - 4. **Urology**
Weekday: \$2000-2600/8 hours, \$250-400 beeper fee, \$250-400 call back rate. Weekend: \$2000-2600/2 hours, \$250-400 call back rate

5. Neurosurgery

Weekday: \$4000-6000/8 hours, \$400-600 beeper fee, \$400-600 call back rate. Weekend: \$4000-6000/2 hours, \$400-600 call back rate

6. General

Weekday: \$1800-2200/8 hours, \$250-300 beeper fee, \$250-300 call back rate Weekend: \$1800-2200/2 hours, \$250-300 call back rate

7. Cardiovascular/Thoracic

Weekday: \$2800-3600/8 hours, \$300-400 beeper fee, \$300-400 call back rate Weekend: \$2800-3600/2 hours \$300-400 call back rate

8. Trauma/Critical Care

\$4000-5500 for 24 hour call. Hourly rate \$350-500 for call back

9. Pediatric

Weekday: \$4000-6000/8 hours, \$300-500 beeper fee, \$400-600 call back rate Weekend: \$4000-6000/2 hours, \$400-600 call back rate

Or

\$6000-6500 including ALL hours

10. Surgical Physician Assistants

\$150-190/hour

All overtime will be calculated at 1.5 times the regular hourly rate

CC. Urgent Care

1. \$170-230/hour

Rates may be subject to change based on Provider availability.