

**SECOND AMENDMENT  
TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS SECOND AMENDMENT** to the Agreement for Services of Independent Contractor, referenced as **BC #20-026** (hereafter Second Amended Agreement), is made by and between the **County of Santa Barbara** (County or Department) and **LocumTenens.com, LLC** (Contractor), for the continued provision of services specified herein.

**WHEREAS**, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the locum tenens staffing 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 an Agreement for Services of Independent Contractor with Contractor on June 2, 2020, referred to as BC 20-026, for the provision of locum tenens psychiatry services for a Maximum Agreement Value not to exceed \$1,800,000, and authorized a First Amendment to the Agreement on June 15, 2021 to increase the contract by \$330,000 for FY 2020-2021, for a total Maximum Agreement Value not to exceed **\$2,130,000**, inclusive of \$1,230,000 for FY 2020-2021 and \$900,000 for FY 2021-2022; and

**WHEREAS**, this Second Amended Agreement updates the agreement to add infectious disease control language for inpatient services as required by County, State, and Federal requirements, adds hourly rates for inpatient locum tenens staff and increases the Agreement amount by **\$170,000** for a new Maximum Agreement Value not to exceed **\$2,300,000**, inclusive of \$1,230,000 for FY 2020-2021 and \$1,070,000 for FY 2021-2022, and incorporates the terms and conditions set forth in the First Amendment to the Agreement approved by the County Board of Supervisors on June 15, 2021, 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 Exhibit A-2 – Credentialing Requirements for Healthcare Professionals in its entirety and replace with the following:**

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**EXHIBIT A-2**

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**CREDENTIALING REQUIREMENTS FOR HEALTHCARE PROFESSIONALS**

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- 1.** All Professionals must meet the following requirements, as verified by Contractor to the best of Contractor’s knowledge, using industry standard methods and means of verification:
  - A. Drugscreen.** Proof of a negative drugscreen is required prior to association with Contractor and annually thereafter if Professional is continually associated with Contractor. Drugscreen is to consist of 10 panel testing for Marijuana, Cocaine, Amphetamines (includes testing for Meth Amphetamines), Opiates, Propoxyphene, PCP, Barbiturates, Benzodiazepines, Methaqualone, Methadone.
  - B. Background Check.** Initial background check of a 7-year county criminal search for every county the Professional has lived in for the past seven years: annual background check thereafter if Professional is continually associated with Contractor. Contractor’s

background check is to require the following searches: OIG, EPLS, OFAC and Sexual Offender Registry. Professionals with felony convictions are not eligible for hiring to provide professional services. Any other non-felony records or evidence of non-felony convictions will be provided to County for review prior to entering into any Agreement. Subcontracting of the background check requirement to a nationally recognized credentialing verification organization (CVO) may be substituted with the concurrence of the County.

**C. Health Screening.** Professionals are required to pass a Health Screening. The Health Screening consists of a physical exam, assessment of immunization status, and a TB screening and shall be conducted within six (6) months prior to employment or up to one (1) week after hire by a lawfully authorized person who can verify that the individual is able to perform assigned and does not have any health condition that would create a hazard to the individual, staff or clients, to include but not limited to the following:

**1. Physical Examination.** Evidence of an acceptable physical with no work restrictions within 6 months is required prior to initial Assignment of Professional or within one week after hire. County, at its discretion, may accept work restrictions of Professionals if reasonable accommodations can be made.

**2. Tuberculosis (TB) Test.** Proof of negative TB test within 6 months prior to initial Assignment of Professional or within one week after hire, and on an annual basis to include:

- a. Tuberculin Skin Test (TST);
- b. Interferon-gamma release assay test, such as a Quantiferon (QFT).
- c. For those Professionals that have tested positive for TB TST or QFT, proof of a negative chest x-ray will be required.
  - i. If the chest x-ray is negative, the employee will complete a symptom questionnaire on an annual basis.
- d. Annually, provide TB screening 30 days from the anniversary date of their last TB screening.
  - i. Annual TB screening is an ongoing condition of assignment at the County Psychiatric Hospital Facility.

**3. Immunization Records.** For vaccine preventable diseases, proof provided of immunization records, laboratory titer test results, or a vaccination declination form is required for all Professionals prior to hire to include but not limited to the following and in compliance with all County requirement and the State Public Health Officer Orders:

- a. Hepatitis B;
- b. Measles, Mumps and Rubella (MMR);
- c. Varicella;
- d. Tetanus-Diphtheria-Pertussis (Tdap);
- e. Seasonal Influenza (during designated flu season only as determined by the County's Health Officer). Professionals that decline the influenza vaccination must:

- i. Complete the Influenza Vaccination Declination Form; and
      - ii. Must wear a procedure mask while on duty during flu season (the dates for the season are, determined by the County's Health Officer);
    4. Professionals diagnosed with certain reportable communicable disease will not be allowed to work at the Psychiatric Health Facility ("PHF").
      - a. In the event a Professional is placed on leave following diagnosis of a communicable disease, the Professional must be cleared prior to returning to work by the County designated occupational health provider.
  - D. Cardiac Pulmonary Resuscitation (CPR).** Certification must be current and valid. Online CPR course certifications are acceptable.
  - E. Expired Documentation.** Professionals will NOT be allowed to work with an expired Drugscreen or TB test. Professionals will have a 30-day grace period to update their CPR or other advanced certifications required for their assignment with the County.
  - F. Certificates/Licenses.** Provide to Behavioral Wellness Quality Care Management Team (QCMT), a current copy of the physician's Drug Enforcement Agency (DEA) certificate and physician's license.
2. Failure of Professional to meet any of the requirements set forth in this Exhibit A-2 shall result in termination of Assignment for Cause.
- II. Delete Exhibit B Financial Provisions, Section 1 (Agreement Maximum Value) in its entirety and replace 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 **\$2,300,000** for the Term of this Agreement, inclusive of \$1,230,000 for FY 20-21 and \$1,070,000 for FY 21-22. 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.

*(This section intentionally blank.)*

**III. Delete Exhibit B-1 – Schedule of Rates and Contract Maximum in its entirety and replace with the following:**

**EXHIBIT B-1**

**SCHEDULE OF RATES AND CONTRACT MAXIMUM**

<b>OUTPATIENT RATES</b>			
	<b>ADULT OUTPATIENT PSYCHIATRY</b>	<b>CHILD/ADOLESC ENT PSYCHIATRY</b>	<b>NURSE PRACTITIONER/ PHYSICIAN'S ASSISTANT</b>
Hourly Rate Range, All Inclusive (8AM to 5PM / 40 hour per week minimum)	\$220.50 – \$253.05	\$220.50 – \$253.05	\$160.00 - \$190.00
Overtime (per hour)*	\$330.75 - \$362.75	\$330.75 - \$362.75	\$240.00 - \$285.00
Weeknight on-call Mon-Fri 5:01PM to 7:59AM (per night)**	\$882.00 - \$966.00	\$882.00 - \$966.00	\$240.00 - \$285.00
Weekend on-call 8AM to 7:59AM (per 24 hours, no proration for partial days)**	\$882.00 - \$966.00	\$882.00 - \$966.00	\$550.00 - \$700.00
<b>INPATIENT RATES</b>			
	<b>ADULT INPATIENT PSYCHIATRY</b>		<b>NURSE PRACTITIONER/ PHYSICIAN'S ASSISTANT</b>
Hourly Rate Range, All Inclusive***	\$231.50 – \$265.70		\$168.00 – \$199.50
<b>TOTAL CONTRACT MAXIMUM VALUE FY 20-21:</b>			<b>\$1,230,000</b>
<b>TOTAL CONTRACT MAXIMUM VALUE FY 21-22:</b>			<b>\$1,070,000</b>
<b>TOTAL CONTRACT MAXIMUM NOT TO EXCEED FY 20-22:</b>			<b>\$2,300,000</b>

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

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

\*\*\*No adjustments for overtime pay.

**IV. Effectiveness.** The terms and provisions set forth in this Second Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and First Amended Agreement. The terms and provisions of the Agreement and First Amended

Agreement, except as expressly modified and superseded by this Second 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.

- V. Execution of Counterparts.** This Second 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.

**SIGNATURE PAGE**

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

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

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
BOB NELSON, CHAIR  
BOARD OF SUPERVISORS

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

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

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

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

**CONTRACTOR:**

**LocumTenens.com, LLC**

By:  \_\_\_\_\_  
Authorized Representative

Name: Jeannie Smith

Title: Associate VP

Date: 11/9/2021

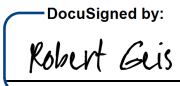
**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL

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


**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

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

**RECOMMENDED FOR APPROVAL:**

PAM FISHER, PSY.D., ACTING DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

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

**APPROVED AS TO INSURANCE FORM:**

RAY AROMATORIO, RISK MANAGER  
DEPARTMENT OF RISK MANAGEMENT

By:  \_\_\_\_\_  
Risk Manager