

Attachment D

DocStar FY 21-24 BC First Amendment

Board Contract: _____

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

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

DOCSTAR MEDICAL PARTNERS LLC

FOR

MENTAL HEALTH STAFFING SERVICES

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

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, **BC No. 22-102**, is made by and between the **County of Santa Barbara** (County) and **DocStar Medical Partners LLC** (Contractor) for the continued provision of services specified herein (hereafter, First Amended Agreement).

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, County and Contractor (collectively, the parties) entered into an Agreement for Services of Independent Contractor, BC No. 22-102, for the provision of locum tenens psychiatry services for a total maximum contract amount not to exceed \$1,066,000, inclusive of \$266,000 for FY 21–22, \$400,000 for FY 22–23, and \$400,000 for FY 23–24, for the period of November 22, 2021, through June 30, 2024, (Agreement); and

WHEREAS, the parties wish to increase the FY 23–24 maximum contract amount by \$120,000 due to increased staffing needs for a revised, total maximum contract amount of **\$1,186,000**, inclusive of \$266,000 for FY 21–22, \$400,000 for FY 22–23, and \$520,000 for FY 23–24, with no change to the contract term (First Amended Agreement).

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

1. Delete Section 1 (Contract Maximum) of Exhibit B (Financial Provisions) and replace it with the following:

- 1. CONTRACT MAXIMUM.** For services to be rendered under this Agreement, Contractor shall be paid at the rate specified below, and for payment of any referral fee, Contractor shall be paid as set forth in Section 9 (Employment or Contracting of Professionals) of Exhibit A-1, with a Maximum Contract Amount not to exceed **\$1,186,000** for the term of this Agreement, inclusive of \$266,000 for FY 21-22, \$400,000 for FY 22-23 and \$520,000 for FY 23-24. The \$266,000 for FY 21-22 is inclusive of \$176,000 under Purchase Order CN334 and all amendments thereto (CO640 and CO2473). This Agreement otherwise cancels, nullifies, and supersedes Purchase Order CN334 and amendments thereto. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this maximum contract amount for Contractor’s performance hereunder and for payment of any referral fee without a properly executed amendment.
- 2. Effectiveness.** The terms and provisions set forth in this First Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First 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.
- 3. Execution of Counterparts.** This First 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.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **DocStar Medical Partners LLC**.

IN WITNESS WHEREOF, the parties have executed this First Amended Agreement to be effective as of the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS
Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk
Date: _____

CONTRACTOR:

DOCSTAR MEDICAL PARTNERS LLC

By: _____
DocuSigned by:
Keith Gershman
1A91243EA27F422...
Authorized Representative
Name: Keith Gershman
Title: Co Owner
Date: 6/14/2024

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
DocuSigned by:
Bo Bae
48A252DEFFD3466...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
DocuSigned by:
C. Schaffer
A99ED5BD71D04FB...
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: _____
DocuSigned by:
Antonette Navarro
2095C5A16FE1474...
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: _____
DocuSigned by:
Greg Milligan
DD29E434CD90430...
Risk Manager