

Board Contract: _____

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

BETWEEN

**COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS**

AND

LOCUMTENENS.COM LLC

FOR

MENTAL HEALTH STAFFING SERVICES

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

THIS SECOND AMENDMENT to the Agreement for Services of Independent Contractor, **BC No. 22-077**, is made by and between the **County of Santa Barbara** (County) and **LocumTenens.com LLC** (Contractor) for the continued provision of services specified herein (hereafter, Second 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. 22-077, for the provision of locum tenens psychiatry services for a total maximum contract amount not to exceed \$2,400,000, inclusive of \$1,200,000 per fiscal year (FY), for the period of July 1, 2022, through June 30, 2024, (Agreement);

WHEREAS, the parties subsequently entered into an amendment to the Agreement to update the contract consistent with State requirements and increase the FY 2022–23 maximum contract amount by \$500,000 for a revised, total maximum contract amount of \$2,900,000, inclusive of \$1,700,000 for FY 22–23 and \$1,200,000 for FY 23–24, with no change to the contract term (First Amended Agreement); and

WHEREAS, the parties wish to increase the FY 23–24 maximum contract amount by \$250,000 due to increased staffing needs for a revised, total maximum contract amount of **\$3,150,000**, inclusive of \$1,700,000 for FY 22–23 and \$1,450,000 for FY 23–24, with no change to the contract term (Second Amended Agreement).

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

I. Delete Section 1 (Agreement Maximum Value) of Exhibit B (Financial Provisions) 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 Agreement Value not to exceed **\$3,150,000** for the Term of this Agreement, inclusive of \$1,700,000 for FY 22-23 and \$1,450,000 for FY 23-24. 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.

II. Delete Exhibit B-1 (Schedule of Rates and Contract Maximum) in its entirety and replace it with the following:

EXHIBIT B-1
SCHEDULE OF RATES AND CONTRACT MAXIMUM

OUTPATIENT RATES			
	ADULT OUTPATIENT PSYCHIATRY	CHILD/ ADOLESCENT PSYCHIATRY	NURSE PRACTITIONER/ PHYSICIAN'S ASSISTANT
Hourly Rate Range, All Inclusive (8AM to 5PM / 40 hour per week minimum)	\$226.05 – \$259.40	\$226.05 – \$259.40	\$165.00 - \$195.00
Overtime (per hour)*	\$330.75 - \$372.75	\$330.75 - \$372.75	\$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
INPATIENT RATES			
	ADULT INPATIENT PSYCHIATRY		NURSE PRACTITIONER/ PHYSICIAN'S ASSISTANT
Hourly Rate Range, All Inclusive***	\$237.30 – \$272.40		\$168.00 – \$199.50
TOTAL MAXIMUM AGREEMENT VALUE FY 22-23:			\$1,700,000
TOTAL MAXIMUM AGREEMENT VALUE FY 23-24:			\$1,450,000
TOTAL MAXIMUM AGREEMENT VALUE			\$3,150,000

*For hours in excess of 40 hours per week.

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

***No adjustments for overtime pay.

III. 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, except as expressly modified and superseded by the First Amended Agreement and 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.

IV. 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.


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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 as of the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: 
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS
Date: 6-25-24

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk
Date: 6-25-24


CONTRACTOR:

LOCUMTENENS.COM LLC

By: 
Authorized Representative
Name: Jeannie Smith
Title: Associate VP
Date: 6/14/2024

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:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: 
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: 
Risk Manager