

## **FIRST AMENDMENT**

### **TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

This is an amendment (hereafter referred to as the "First Amended Contract") to the Agreement for Services of Independent Contractor, number **BC 14-089**, by and between the **County of Santa Barbara** (County) and **Medical Doctor Associates** (Contractor), for the continued provision of Locum Tenens temporary physician services.

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2013, except as modified by this First Amended Contract.

Whereas, at the request of County, Contractor provides locum tenens temporary physicians who provide psychiatric services at County Mental Health facilities, and County has ongoing needs for psychiatric staff at inpatient facilities, and due to the specialized nature of inpatient psychiatric services, in order to attract potential candidates to inpatient assignments, County and Contractor have agreed to an increase in the maximum hourly rate for inpatient psychiatric services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

#### **I. Delete Section 7 of Agreement and replace with the following:**

##### **7. STANDARD OF PERFORMANCE.**

- A. Contractor and the professional staff subcontracted by Contractor represent that they have the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Accordingly, Contractor and the professional staff subcontracted by Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor and the professional staff subcontracted by Contractor are engaged. All products and services of whatsoever nature which Contractor and the professional staff subcontracted by Contractor deliver to County pursuant to this Agreement shall be prepared and performed in a manner which will conform to high standards of quality and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession and/or the profession of the professional staff subcontracted by Contractor. Contractor and the professional staff subcontracted by Contractor shall correct or revise any errors or omissions, at County's request, without additional compensation. Contractor and the professional staff subcontracted by Contractor shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at Contractor's own expense.
- B. County may not modify or in any way alter the self-employment agreement entered into by Professionals and Contractor, including but not limited to payment of additional bonuses, modification of hourly wage, adjustment of benefits, or changes to hours commitments. Any adjustment requests must be submitted directly to Contractor in writing.

#### **II. Delete Section I.D.ix of Exhibit A, Statement of Work, and replace with the following:**

- ix. Adhere to documentation and reporting requirements established by County and as set forth in this Exhibit A, Section X.

#### **III. Add Section X to Exhibit A, Statement of Work:**

## FIRST AMENDMENT

- X. Documentation.** Professional staff subcontracted by Contractor shall enter into County's Management Information System (MIS) all required records for billing purposes, utilization review, and other purposes as provided by this agreement, and all records shall provide all information necessary for County to receive payment or reimbursement from Medi-Cal, Medicare, Medicaid and any other public and/or private insurance. County shall provide training to Professionals on documentation within seven days of beginning an Assignment. In addition, County will provide periodic peer review of documentation, and provide feedback to the Professional on the adequacy of documentation. During Contractor's background check process, Contractor will request that Professional's references provide feedback on the quality of Professional's past medical records documentation, and any deficiencies noted will be brought to the attention of County.

**IV. Delete Exhibit B-1, Schedule of Rates and Contract Maximum, and replace with the following:**

### SCHEDULE OF RATES

	Adult Outpatient Psychiatry	Child/ Adolescent Psychiatry	Inpatient Psychiatry†
Hourly Rate All Inclusive	\$152.75	\$169	\$195
Overtime (per hour)	\$166*	\$182*	\$225**
Weeknight on-call Mon-Fri 5PM to 8AM	\$160	\$170	N/A
Weekend on-call Per 24 hrs 8AM to 8AM	\$550	\$600	N/A
Holiday call Per 24 hrs, 8AM to 8AM	\$840	\$900	N/A
<b>Total Contract Maximum</b>	<b><u>\$660000</u></b>		

† Rates for Inpatient Psychiatry may be up to \$195 per hour as agreed in writing between Contractor and County depending on Professional's qualifications and experience.

\*Overtime rate shall not apply in the event Contractor, Professional and County agree to a modified work schedule such as 9/80.

\*\*Overtime rate for Inpatient Psychiatry shall apply to hours worked above 40 in one week and any time the Professional is on site at the Facility after hours, holidays or on weekends.

**FIRST AMENDMENT**

**SIGNATURE PAGE**

Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Medical Doctor Associates.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to be effective on the date executed by County.

**ATTEST:**

MONA MIYASATO, COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

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

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

**RECOMMENDED FOR APPROVAL:**

ALCOHOL, DRUG, AND MENTAL HEALTH  
SERVICES  
TAKASHI WADA, MD, MPH  
INTERIM DIRECTOR

By \_\_\_\_\_  
Director

**APPROVED AS TO FORM:**

MICHAEL GHIZZONI  
COUNTY COUNSEL

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

**COUNTY OF SANTA BARBARA**

By: \_\_\_\_\_  
CHAIR  
BOARD OF SUPERVISORS

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

**CONTRACTOR:**

By: \_\_\_\_\_  
Tax Id No 26-2936432.

**APPROVED AS TO ACCOUNTING FORM:**

ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

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

**APPROVED AS TO FORM:**

RAY AROMATORIO  
RISK MANAGER

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