



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Department Name:** Behavioral Wellness  
**Department No.:** 043  
**For Agenda Of:** January 10, 2023  
**Placement:** Administrative  
**Estimated Time:** N/A  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** Majority

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**TO:** Board of Supervisors  
**FROM:** Department: Antonette Navarro, LMFT, Director  
Director(s): Department of Behavioral Wellness, (805) 681-5220  
Contact Info: Dr. Ole Behrendtsen, Medical Director  
Behavioral Wellness, (805) 681-5220  
**SUBJECT:** Behavioral Wellness – Second Amendment to the Maxim Healthcare Staffing Services, Inc. Agreement for FY 21-23

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**County Counsel Concurrence:**

As to form: Yes

**Auditor-Controller Concurrence:**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- A. Approve and authorize the Chair to execute the Second Amendment to the Agreement for Services of Independent Contractor with **Maxim Healthcare Staffing Services, Inc.** (not a local vendor), BC 21-029, to add dietitian staffing services, update language for compliance with state requirements, and update the rates in Exhibit B-1, with no change to the Maximum Agreement Amount not to exceed **\$2,690,000**, inclusive of \$1,300,000 for FY 21-22 and \$1,390,000 for FY 22-23, for the period of July 1, 2021 through June 30, 2023 (Attachment A);
- B. Delegate to the Director of Behavioral Wellness or designee the authority to suspend the Agreement per Section 20 of the Agreement and make immaterial changes to the Agreement per Section 26 of the Agreement, all without altering the Maximum Agreement Amount and without requiring the Board's approval of an amendment of the Agreement, subject to the Board's ability to rescind this delegation at any time; and
- C. Determine that the above actions are government fiscal activities or funding mechanisms that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

**Summary Text:**

This item is on the agenda to request the Board of Supervisors (Board) to authorize the Chair to enter into the Second Amendment to the Agreement with Maxim Healthcare Staffing Services, Inc. (Maxim), BC 21-029, to add an additional staffing service, a dietitian, update language for compliance with state requirements, and update the rate in Exhibit B-1, with no change to the Maximum Agreement Amount not to exceed \$2,690,000, inclusive of \$1,300,000 for FY 21-22 and \$1,390,000 for FY 22-23, for the period of July 1, 2021 through June 30, 2023. Behavioral Wellness (BWell) also requests that the Board delegate to the Director or designee the authority to suspend the Agreement per Section 20 of the Agreement and make immaterial changes to the Agreement per Section 26 of the Agreement, all without altering the Maximum Agreement Amount and without requiring the Board's approval of an amendment of the Agreement, subject to the Board's ability to rescind this delegation at any time.

**Background:**

BWell provides a continuum of mental health and substance use disorder services to Santa Barbara County residents, including psychiatric and nursing services at its County facilities. Across the nation, there is an ongoing shortage of healthcare and mental health care staff. BWell has experienced ongoing challenges that mirror the national challenges of attracting and retaining qualified mental health care clinical professionals to work at our facilities. BWell currently uses locum tenens temporary physicians and nurses to fill ongoing needs to for mandated mental health and ancillary services at our inpatient and outpatient facilities.

Maxim provides temporary nurse practitioners, occupational therapists, registered nurses, social workers, and professional coders to the PHF unit, our clinics, and other BWell programs, as needed, along with traveling nurses to take on hard-to-fill evening shifts for our 24/7 Psychiatric Health Facility (PHF). BWell is adding a registered dietitian category to the agreement to cover intermittent sick, holiday, and vacation coverage for the PHF.

Approval of the recommended actions would allow BWell to provide mandated and greatly needed specialist staffing services due to an unanticipated need for a dietitian for the 24/7 PHF unit.

**Performance Outcomes:**

For FY 22-23, we are currently utilizing seven (7) Maxim professionals, consisting of Emergency Medical Technicians, Licensed Vocational Nurses, Registered Nurses, Social Worker Psychiatric Technicians, and Licensed Marriage and Family Therapists. They are providing services throughout the County at various programs, ranging from adult to children's services. The staffing professionals are all performing on par with the County's civil service providers. They provide services according to generally accepted practices, participate in medical staff meetings, engage in medical staff meeting peer review, and respond appropriately to communications and clinical feedback.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

<b><u>Funding Sources</u></b>	<b><u>FY 21-22</u></b>	<b><u>FY 22-23</u></b>	<b><u>Total Cost FY 21-23</u></b>
General Fund			
State	\$ 650,000.00	\$ 695,000.00	\$ 1,345,000.00
Federal	\$ 650,000.00	\$ 695,000.00	\$ 1,345,000.00
Fees			
Other:			
Total	\$ 1,300,000.00	\$ 1,390,000.00	\$ 2,690,000.00

Narrative: The above-referenced contract is funded by State and Federal funds. The funding sources were included in the FY 2022-2023 Adopted Budget.

**Key Contract Risks:**

With any contractor providing temporary staffing services, there is a risk that temporary personnel will make errors, engage in misconduct, or be negligent in the performance of assigned duties. BWell may terminate individual temporary staff with or without cause, and the agency is required to provide Professional Liability insurance for its professionals to mitigate these risks.

**Special Instructions:**

Please send one (1) minute order and one (1) complete copy of the above contract to [dmorales@sbcbswell.org](mailto:dmorales@sbcbswell.org) and the BWell Contracts Division at [bwellcontractsstaff@sbcbswell.org](mailto:bwellcontractsstaff@sbcbswell.org).

**Attachments:**

- Attachment A: Maxim FY 21-23 BC 21-029 AM2
- Attachment B: Maxim FY 21-23 BC 21-029 AM1
- Attachment C: Maxim FY 21-23 BC 21-029

**Authored by:**

D. Morales