



# County of Santa Barbara

## BOARD OF SUPERVISORS

### Minute Order

#### June 16, 2015

**Present:** 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino

ALCOHOL, DRUG AND MENTAL HEALTH SERVICES      File Reference No. 15-00512

**RE:** Consider recommendations regarding Alcohol, Drug and Mental Health Services (ADMHS) Fiscal Year (FY) 2015-2016 -Staffing Contract Amendments, as follows:

- a) Approve and authorize the Chair to execute a Fifth Amendment to the Agreement for Services of Independent Contractor with Medical Doctor Associates (not a local vendor), to extend the term and to increase the hourly rate of payment for locum tenens psychiatry services, for a total Contract maximum amount for Fiscal Year 2015-2016 not to exceed \$850,000.00 for the period of July 1, 2015 through June 30, 2016;
- b) Approve and authorize the Chair to execute a Third Amendment to the Agreement for Services of Independent Contractor with Maxim Healthcare Services, Inc. (not a local vendor), for the provision of temporary nursing and medical coding services, for a total Contract maximum amount for Fiscal Year 2015-2016 not to exceed \$550,000.00 for the period of July 1, 2015 through June 30, 2016;
- c) Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with John L. Schaeffer, Inc (not a local vendor), for the provision of telepsychiatry services, to increase the total current year Contract amount by \$40,000.00, for a new Contract that cancels, nullifies, and supersedes Purchase Order CN17214 with a total Contract amount for Fiscal Year 2014-2015 not to exceed \$140,000.00 through June 30, 2015, and provides an amount for Fiscal Year 2015-2016 not to exceed \$600,000.00 for the period of July 1, 2015 through June 30, 2016, for a total Contract maximum of \$740,000.00 during the term of this agreement; and
- d) Determine that the above actions are government fiscal activities or funding mechanisms which do not involve any commitment to any specific project which may result in a potentially 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.

**A motion was made by Supervisor Farr, seconded by Supervisor Adam, that this matter be Acted on as follows:**

- a) through c) **Approved; Chair to execute; and**
- d) **Approved.**

**The motion carried by the following vote:**

**Ayes:** 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino



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

2015 JUN -9 PM 3:50  
COUNTY OF SANTA BARBARA  
CLERK OF SUPERVISORS

Department Name: ADMHS  
Department No.: 043  
For Agenda Of: June 16, 2015  
Placement: Administrative  
Estimated Time: N/A  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

**TO:** Board of Supervisors  
**FROM:** Department Alice A. Gleghorn, PhD, Director  
Director(s) Alcohol, Drug and Mental Health Services, 681-5220  
Contact Info: Dr. Ole Behrendtsen, Medical Director  
Alcohol, Drug and Mental Health Services, 681-5220  
**SUBJECT:** ADMHS FY 15-16 –Staffing Contract Amendments

AG

**County Counsel Concurrence**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- 1) Approve and authorize the Chair to execute a Fifth Amendment to the Agreement for Services of Independent Contractor with **Medical Doctor Associates** (not a local vendor), to extend the term and to increase the hourly rate of payment for locum tenens psychiatry services, for a total contract maximum amount for Fiscal Year 2015-2016 not to exceed \$850,000 for the period of July 1, 2015 through June 30, 2016.
- 2) Approve and authorize the Chair to execute a Third Amendment to the Agreement for Services of Independent Contractor with **Maxim Healthcare Services, Inc.** (not a local vendor), for the provision of temporary nursing and medical coding services, for a total contract maximum amount for Fiscal Year 2015-2016 not to exceed \$550,000 for the period of July 1, 2015 through June 30, 2016.
- 3) Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with **John L. Schaeffer, Inc** (not a local vendor), for the provision of telepsychiatry services, to increase the total current year contract amount by \$40,000, for a new contract that cancels, nullifies, and supersedes Purchase Order CN17214 with a total contract amount for Fiscal Year 2014-2015 not to exceed \$140,000 through June 30, 2015, and provides an amount

for Fiscal Year 2015-2016 not to exceed \$600,000 for the period of July 1, 2015 through June 30, 2016, for a total contract maximum of \$740,000 during the term of this agreement.

- 4) Determine that the above actions are government fiscal activities or funding mechanisms which do not involve any commitment to any specific project which may result in a potentially 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:**

The Alcohol, Drug and Mental Health Services (ADMHS) Department provides a continuum of mental health and substance use disorder services to Santa Barbara County residents, including psychiatric, nursing, and coding services at its County facilities. ADMHS uses temporary staffing agencies to provide locum tenens psychiatrists, nurses, and medical coders to backfill staffing shortages in budgeted positions, ensuring client access to care in a timely manner.

Approval of the recommended action to increase the hourly rate for locum tenens psychiatrists contracted by Medical Doctor Associates (MDA), to increase the total current year amount of John L. Schaeffer, Inc.'s contract and extending the terms of these two vendors as well as Maxim Healthcare Services, Inc. terms will allow ADMHS to continue to provide mandated and greatly needed psychiatry, nursing, and medical billing coding services in the Lompoc and Santa Maria areas without disruption to services.

**Background:**

ADMHS currently uses locum tenens temporary physicians to fill the ongoing needs for psychiatric staff at outpatient facilities. Medical Doctor Associates (MDA) and John L. Schaeffer provide temporary psychiatrists to backfill vacancies at the ADMHS clinics, and at other ADMHS programs as needed.

Due to ongoing shortages of psychiatrists, ADMHS has had to increase the rates of locum tenens positions, since psychiatrists for Lompoc and Santa Maria are difficult to find, even for temporary staffing agencies. In addition, there are fewer psychiatrists in the labor force; nationwide, the number of psychiatrists dropped 14 percent from 2000 to 2008. This shortage particularly affects geographically isolated locations like Lompoc and Santa Maria.

In order to attract potential candidates and retain psychiatrists in more remote outpatient assignments, it is necessary to increase the maximum hourly rate for inpatient psychiatric services, to stay consistent and competitive with the industry's standard rate and the current demand for psychiatrists.

**Fiscal and Facilities Impacts:**

Budgeted: Yes **Fiscal Analysis:**

<b><u>Funding Sources</u></b>	<b><u>FY 14-15 Cost:</u></b>	<b><u>FY 15-16 Cost:</u></b>	<b><u>Total One-Time Project Cost</u></b>
General Fund			
State	\$ 70,000.00	\$ 1,000,000.00	
Federal	\$ 70,000.00	\$ 1,000,000.00	
Fees			
Other:			
Total	\$ 140,000.00	\$ 2,000,000.00	\$ -

Narrative: The above referenced contracts are funded by State and Federal funds. The funding sources are included in the FY 2014-15 Adopted Budget, and the FY 2015-16 Proposed Budget and will not require the use of additional general funds.

**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 performance of assigned duties. The contract with MDA allows ADMHS to terminate individual temporary staff for cause, and requires that the agency provide Professional Liability insurance to mitigate these risks.

**Special Instructions:**

Please send one (1) minute order to: [admhscontractsstaff@co.santa-barbara.ca.us](mailto:admhscontractsstaff@co.santa-barbara.ca.us)

**Attachments:**

1. Medical Doctor Associates - 5<sup>th</sup> Amendment (attached)
2. Medical Doctor Associates - 4<sup>th</sup> Amendment available at\*:  
<http://santabarbara.legistar.com/gateway.aspx?m=l&id=/matter.aspx?key=16803>
3. Medical Doctor Associates - 3<sup>rd</sup> Amendment available at\*:  
<http://santabarbara.legistar.com/gateway.aspx?m=l&id=/matter.aspx?key=16055>
4. Medical Doctor Associates - 2<sup>nd</sup> Amendment available at\*:  
<http://santabarbara.legistar.com/gateway.aspx?m=l&id=/matter.aspx?key=15918>
5. Medical Doctor Associates - 1<sup>st</sup> Amendment available at\*:  
<http://santabarbara.legistar.com/gateway.aspx?m=l&id=/matter.aspx?key=15580>
6. Medical Doctor Associates - Original Agreement available at\*:  
<http://santabarbara.legistar.com/gateway.aspx?m=l&id=/matter.aspx?key=15048>
7. Maxim Healthcare Services – 3<sup>rd</sup> Amendment (attached)
8. Maxim Healthcare Services – 2<sup>nd</sup> Amendment available at\*:  
<http://santabarbara.legistar.com/gateway.aspx?m=l&id=/matter.aspx?key=16055>
9. Maxim Healthcare Services – 1<sup>st</sup> Amendment available at\*:  
<http://santabarbara.legistar.com/gateway.aspx?m=l&id=/matter.aspx?key=15918>
10. Maxim Healthcare Services – PO to BC available at\*:  
<http://santabarbara.legistar.com/gateway.aspx?m=l&id=/matter.aspx?key=15499>
11. Schaeffer FY 14-15 CN17214
12. Schaeffer FY 14-16 PO to BC

**\*Copies are also on file at the Clerk of the Board**

**Authored by:**

QLopez

**cc:**

## THIRD AMENDMENT 2015-2016

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**This Third Amendment** (hereafter Third Amended Contract) to the Agreement for Services of Independent Contractor, number BC 16- previously referenced as number BC 14-162, is made by and between the **County of Santa Barbara** (County) and **Maxim Healthcare Services, Inc.** (Contractor), for the continued services specified herein.

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 intends to extend the term of the existing contract through Fiscal Year 15-16 and to compensate Contractor for the services to be provided during that Fiscal Year; and

Whereas, this Third Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2013, the Agreement approved by the County Board of Supervisors in January 2014, the First Amended Contract approved by the County Board of Supervisors in June 2014, the Second Amended Contract approved by the County Board of Supervisors in July 2014, except as modified by this Third Amended Contract.

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

**I. In Agreement Section 4, Term, the following is added at the end:**

4. TERM. For Fiscal Year 2015-16, Contractor shall continue performance on 7/1/2015 and end performance upon completion, but no later than 6/30/2016 unless otherwise directed by County or unless this Agreement is earlier terminated.

**II. Add Sections 37 through 40:**

**37. MANDATORY DISCLOSURE**

Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371 Remedies for noncompliance, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)

**38. STATE ENERGY CONSERVATION PLAN**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**39. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

A. Contractor, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

### THIRD AMENDMENT 2015-2016

- i. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Contractor shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the County and in accordance with the instructions found therein.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **40. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

**All other terms remain in full force and effect.**

THIRD AMENDMENT 2015-2016

Amendment for Services of Independent Contractor between the County of Santa Barbara and Maxim Healthcare Services, Inc. (DBA Maxim Staffing Services).

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

COUNTY OF SANTA BARBARA

By: Janet Wolf  
JANET WOLF, CHAIR  
BOARD OF SUPERVISORS

Date: 6/16/15

CONTRACTOR  
MAXIM HEALTHCARE SERVICES, INC.

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

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

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By: Robert Geis  
Deputy

Date: 6/8/15

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK MANAGER

By: Ray Aromatorio

Date: 6/8/15

ATTEST:  
MONA MIYASATO, COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: Mona Miyasato  
Deputy Clerk

Date: 6-17-15

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: Michael Ghizzoni  
Deputy County Counsel

Date: 6/5/15

RECOMMENDED FOR APPROVAL:  
ALCOHOL, DRUG, AND MENTAL HEALTH  
SERVICES  
ALICE GLEGHORN, PH.D.  
DIRECTOR

By: Alice Gleghorn  
Director

Date: 6/4/15

**THIRD AMENDMENT 2015-2016**

Amendment for Services of Independent Contractor between the County of Santa Barbara and **Maxim Healthcare Services, Inc. (DBA Maxim Staffing Services)**.

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

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
JANET WOLF, CHAIR  
BOARD OF SUPERVISORS

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

CONTRACTOR  
MAXIM HEALTHCARE SERVICES, INC.

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

Date: 6/8/15

ATTEST:  
MONA MIYASATO, COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

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

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

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

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

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

RECOMMENDED FOR APPROVAL:  
ALCOHOL, DRUG, AND MENTAL HEALTH  
SERVICES  
ALICE GLEGHORN, PH.D.  
DIRECTOR

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

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

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

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

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

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK MANAGER

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

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



# Board Contract Summary

BC 16-064

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

D1.	Fiscal Year .....	FY 15-16
D2.	Department Name .....	Alcohol, Drug & Mental Health Services
D3.	Contact Person .....	Quiana Lopez
D4.	Telephone .....	805-681-5229

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose .....	Temporary personnel for PHF and other
K3.	Department Project Number .....	N/A
K4.	Original Contract Amount .....	\$
K5.	Contract Begin Date .....	07/01/2014
K6.	Original Contract End Date .....	06/30/2015
K7.	Amendment? (Yes or No).....	Yes
K8.	- New Contract End Date .....	06/30/2016
K9.	- Total Number of Amendments .....	5
K10.	- This Amendment Amount.....	\$ 0
K11.	- Total Previous Amendment Amounts.....	\$
K12.	- Revised Total Contract Amount .....	\$ 550,000

B1.	Intended Board Agenda Date .....	June 16, 2015
B2.	Number of Workers Displaced (if any) .....	
B3.	Number of Competitive Bids (if any).....	
B4.	Lowest Bid Amount (if bid) .....	
B5.	If Board waived bids, show Agenda Date .....	
	and Agenda Item Number .....	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph).....	

F1.	Fund Number .....	0044
F2.	Department Number .....	043
F3.	Line Item Account Number .....	7467
F4.	Project Number (if applicable) .....	n/a
F5.	Program Number (if applicable) .....	n/a
F6.	Org Unit Number (if applicable) .....	n/a
F7.	Payment Terms .....	Net 30

V1.	Auditor-Controller Vendor Number .....	
V2.	Payee/Contractor Name .....	Maxim Health Care
V3.	Mailing Address.....	7227 Lee DeForest Drive
V4.	City State (two-letter) Zip (include +4 if known).....	Columbia, MD 21046
V5.	Telephone Number .....	410-910-1500
V6.	Vendor Contact Person.....	Mike Hemelt
V7.	Workers Comp Insurance Expiration Date .....	11/30/2015
V8.	Liability Insurance Expiration Date .....	11/30/2015
V9.	Professional License Number .....	
V10.	Verified by (print name of county staff).....	Chris Ribeiro

V11 Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 6/3/2015 Authorized Signature: 