

**SECOND AMENDED AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

BC 18-217

THIS Amendment to the AGREEMENT for services of Independent Contractor, referenced as BC 18-217 by and between the County of Santa Barbara (County) and **Maxim Healthcare Staffing Services, Inc.** (“Contractor”) **dba as Maxim Staffing** (hereafter Agreement) wherein Contractor agrees to provide and County agrees to accept the 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 continue to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor with Maxim Healthcare Services, Inc., referred to as BC 18-217, on May 8, 2018 for the provisions of locum tenens psychiatry services, for a total amount not to exceed \$1,000,000 for the period of July 1, 2018 through June 30, 2019;

WHEREAS, the County Board of Supervisors authorized the County to enter into a First Amended Agreement for Services of Independent Contractor, referred to as BC 18-217, on June 4, 2019 to add funds in the amount of \$131,000 to FY 18-19 for a new FY 18-19 total of \$1,131,000 and to extend the term of the Agreement to June 30, 2020 for a new contract maximum not to exceed **\$2,131,000**, inclusive of the \$1,131,000 for FY 18-19 and \$1,000,000 for FY 19-20 for the period of July 1, 2018 through June 30, 2020 (the “Agreement”);

WHEREAS, Maxim Healthcare Services, Inc. restructured as an organization and transferred all of its operations and staffing to Maxim Healthcare Staffing Services, Inc., a newly formed Maryland corporation (“Maxim Staffing”). Both Maxim Healthcare Services, Inc. and Maxim Staffing are owned by Maxim Healthcare Holdings, Inc. In accordance with Paragraph 18 of the Agreement, Maxim Staffing provided notice of the transfer from Maxim Healthcare Services, Inc. to Maxim Staffing and stated that Maxim Staffing shall remain fully responsible for compliance with all of the terms of the Agreement for the Agreement’s duration.

WHEREAS, the County and Contractor wish to enter into a Second Amended Agreement to update Contractor’s name, add a Recreational Therapist position for FY 20-21, add language to allow temporary staff to move to permanent positions without incurring a placement fee, update certain sections within the First Amended Agreement as provided in this Second Amended Agreement, increase the amount of the Agreement by \$360,000 for FY19-20 due to a greater need for services than contemplated by the First Amended Agreement, and extend the term of the Agreement to June 30, 2021 for an amount not to exceed \$900,000 for FY 20-21, for a new total contract maximum not to exceed **\$3,391,000** inclusive of \$1,131,000 for FY 18-19, \$1,360,000 for FY 19-20, and \$900,000 for FY 20-21;

WHEREAS, this Second Amended Agreement incorporates the other terms and conditions set forth in the First Amended Agreement approved by the County Board of Supervisors June 4, 2019, except as modified by this Second Amended Agreement;

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

I. Delete Section 1. (Notices), Section 3. (Term), Section 34 (Business Associate), and Section 38 (Prohibition of Expending Local Agency State or Federal Funds for Lobbying) and replace with the following:

1. NOTICES.

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Medical Director
Santa Barbara County
Department of Behavioral Wellness
300 N. San Antonio Road
Santa Barbara, CA 93110

To Contractor: Jeremiah Lee, Controller
Maxim Healthcare Staffing Service, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

2. TERM.

Contractor shall commence performance on **7/1/2018** and complete performance by **6/30/2021**, unless otherwise directed by County or unless earlier terminated.

34. BUSINESS ASSOCIATE.

As applicable, the parties agree to the terms and conditions set forth in Exhibit BAA – HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

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

Contractor shall complete a Certification Regarding Lobbying and, if applicable, the Standard Form – LLL Disclosure of Lobbying Activities attached hereto as Exhibit D (Lobbying Certifications).

II. Delete references to “Exhibit D – DHCS Provisions” throughout the Agreement.

III. Add Subsections E and F to Section 2 (Description of Contractor Services) of Exhibit A (Statement of Work):

E. Cultural Competence. When recruiting for Professionals to provide services pursuant to the terms of this Agreement, Contractor shall consider County’s goal of building a staff that is 40% bilingual and bicultural in the County’s second threshold language, Spanish; and Contractor shall use its best efforts to hire and retain Professionals for County who meet this criterion. Contractor shall also require Professionals recruited for County to participate in County trainings in Cultural Competence.

F. Contractor shall provide Professional Liability insurance to Professionals referred by Contractor and retained by County.

IV. Add Subsection vi. to Section 4. A. (Description of Professional Services) of Exhibit A (Statement of Work):

vi. Recreational Therapist – Work in the PHF facility with client and under general supervision, perform the following, to include but not be limited to:

- a) Plan, organize, and supervise medically approved recreation programs for psychiatric clients;
- b) Observe patient behavior for significant signs of health or illness to report to staff;
- c) Lead individual and group recreation therapy sessions;
- d) Plan and lead group trips outside the psychiatric facility;
- e) Provide for patient safety and welfare during therapy sessions and community outings; and instruct and supervise patient use of equipment;
- f) Participate in development of patient's initial assessment, progress, treatment plans, and goals, as part of the treatment team;
- g) Select appropriate activities for diagnostic and treatment needs;
- h) Assist clients in establishing and accomplishing treatment goals; and write reports describing clients' initial assessment, behavioral changes, progress, or regression;
- i) Coordinate recreational therapy orientation and programs with nursing staff; and recommend and oversee purchase of recreational therapy equipment;
- j) Monitor and evaluate patient progress; and
- k) Perform related duties as required.

V. Delete Subsection B of Section 8 (Employment or Contracting of Professionals) of Exhibit A (Statement of Work) and replace with the following:

B. County acknowledges, understands, and agrees that (i) Contractor is not a permanent placement or recruiting agency; (ii) Contractor's business relies on each Professional's ability to provide locum tenens services to Contractor's clients; and (iii) Contractor would be substantially and irreparably harmed if County or any County, facility, entity, or organization controlling, controlled by, or under common control with County (each, a "County Affiliate"), were to employ or contract directly or indirectly with any Professional. However, should the County and Contractor mutually agree in writing at the initial onset of the Professional's placement that the County shall have the option to hire the Professional once the Professional has completed 1040 hours with the Contractor, the County shall not incur the placement fee as set forth in Section 8.C.

VI. Delete Section 1 (Drugscreen) of Exhibit A-1 (Credentialing Requirements for Healthcare Professionals) and replace it with the following:

1. **Drugscreen.** Proof of a negative Proof of a negative drugscreen is required prior to association with Contractor and annually thereafter if Professional is continually associated with Contractor. Drugscreen is to consist of 10 panel testing to include Marijuana, Cocaine,

Amphetamines (includes testing for Meth Amphetamines), Opiates, Propoxyphene, PCP, Barbiturates, Benzodiazepines, and Methadone.

VII. Delete Section 4 (Nondiscrimination) of Exhibit A-MHP (Subcontractor Terms) and replace with the following:

4. NONDISCRIMINATION.

A. State Nondiscrimination Provisions.

1. **No Denial of Benefits on the Basis of Protected Classification.** During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category and will not use any policy or practice that has the effect of discriminating on such basis.
2. **No Discrimination on the Basis of Health or Protected Classification.** Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in Santa Barbara County who require an assessment or meet medical necessity criteria for specialty mental health services. Nor shall Contractor engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.
3. **No Discrimination against Handicapped Persons.** The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
4. **Determination of Medical Necessity.** Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to California Code of Regulations, Title 9, Sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.
5. **No Discrimination under State Law.** Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books,

records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

B. Federal Nondiscrimination Provisions.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant hereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor shall include the provisions of Paragraphs 4(B)(1) through 4(B)(7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

C. Subcontracts. The Contractor shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

VIII. Add Section 10 (MHP Exhibit D(F)) of Exhibit A-MHP (Subcontractor Terms).

- 10. MHP Exhibit D(F).** Paragraphs 5 Subcontract Requirements, 7 Audit and Record Retention, 10 Intellectual Property Rights, 11 Air and Water Pollution, 13 Confidentiality of Information, 17 Human Subjects Use, 19 Debarment and Suspension Certification, 20 Smoke-Free Workplace Certification, 24 Officials Not to Benefit, and 32 Lobbying Restrictions and

Disclosure Certification of Exhibit D(F) of the MHP are hereby incorporated by reference into this Agreement.

IX. Delete Section 1, Exhibit B and replace with the following:

1. CONTRACT MAXIMUM VALUE. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed **\$3,391,000** inclusive of \$1,131,000 for FY 18-19, \$1,360,000 for FY 19-20, and \$900,000 for FY 20-21.

X. Delete Exhibit B-1 Schedule of Fees and replace with the following:

SCHEDULE OF FEES

Service	Weekday Rate	Night/Weekend Rate
Multi-Specialty E/M Professional Coders (Psych & Behavioral Health)	\$52	N/A
LCSW/LMFT	\$58	\$60
RN	\$65	\$67
RN (supervisory role)	\$75	\$77
LVN/LPT/Other Approved PHF Unit Modalities	\$47	\$49
CNA	\$26	\$28
Caregiver	\$22	\$24
Occupational/Physical Therapist	\$76	\$78
Nurse Practitioners	As mutually agreed in writing by both parties, up to \$100 per hour depending on experience and qualifications	
FY 18-19 Total Contract Maximum Not to Exceed:		\$1,131,000

Service	Weekday Rate	Night/Weekend Rate
Multi-Specialty E/M Professional Coders (Psych & Behavioral Health)	\$55	N/A
LCSW/LMFT	\$61	\$63
RN	\$68	\$70
RN (supervisory role)	\$79	\$81
LVN/LPT/Other Approved PHF Unit Modalities	\$49	\$51
CNA	\$27	\$29
Caregiver	\$23	\$25
Occupational/Physical Therapist	\$80	\$82
Nurse Practitioners	As mutually agreed in writing by both parties, up to \$100 per hour depending on experience and qualifications	
FY 19-20 Total Contract Maximum Not to Exceed:		\$1,360,000

Service	Weekday Rate	Night/ Weekend Rate
Multi-Specialty E/M Professional Coders (Psych & Behavioral Health)	\$55	N/A
LCSW/LMFT	\$61	\$63
RN	\$68	\$70
RN (supervisory role)	\$79	\$81
LVN/LPT/Other Approved PHF Unit Modalities	\$49	\$51
CNA	\$27	\$29
Caregiver	\$23	\$25
Occupational/Physical Therapist	\$80	\$82
Recreational Therapist	\$68	\$70
Nurse Practitioners	As mutually agreed in writing by both parties, up to \$100 per hour depending on experience and qualifications	
FY 20-21 Total Contract Maximum Not to Exceed:		\$900,000
FY 18-21 total Contract Maximum Not to Exceed:		\$3,391,000

Night Rate/Weekend: Are charged per hour and will apply to shifts beginning at 11:00 p.m. on Friday and ending at 7:00 a.m. on Monday.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) hours per week. Overtime shall be pre-approved by the designated County supervisor. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Holidays. Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday except as noted below. Time and one-half will be charged for the following holidays:

- New Year's Eve (from 3 PM)
- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Easter
- Caesar Chavez Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Eve (from 3 PM)
- Christmas Day

XI. Add Exhibit D Lobbying Certifications:

Attachment 1

State of California Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) 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 agency of the United States Government, 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, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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.C., 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.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

Santa Barbara County Department of Behavioral Wellness
Contracts Division
Attn: Contracts Manager
429 N. San Antonio Rd.
Santa Barbara, CA 93110

County reserves the right to notify the contractor in writing of an alternate submission address.

INSTRUCTIONS FOR COMPLETION OF THE SF-LLL, DISCLOSURE FOR LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the Individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

XII. All other terms shall remain in full force and effect.

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Maxim Healthcare Staffing Services, Inc.**

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

COUNTY OF SANTA BARBARA:

By: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

**MAXIM HEALTHCARE STAFFING
SERVICE, INC.**

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management