

Second Amendment 2016-2017

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Second Amendment (hereafter Second Amended Contract) to the Agreement for Services of Independent Contractor, number BC 17-020, 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; and

Whereas, this Second Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in May 2016 and the First Amended Contract approved by the County Board of Supervisors in November 2016, except as modified by this Second Amended Contract; and

Whereas, the parties agree to add a new hourly position for an Occupational/Physical Therapist;

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

I. In Exhibit A, Statement of Work, Section 4, Description of Professional Services, add subsection A.iv as follows:

iv. Occupational/Physical Therapist:

- a) Under general supervision of clinic physicians, provides occupational/physical therapy evaluation and treatment services to clients with physical disabilities utilizing advanced therapeutic techniques and specialized treatment equipment;
- b) Provides profession-specific (occupational or physical therapy) training to staff and therapy interns;
- c) Establishes client-specific occupational or physical therapy goals and plans of service;
- d) Submits client-specific written goals, plans of service, and prescription for treatment to clinic physician for approval;
- e) Selects occupational/physical therapy treatment techniques appropriate for the individual client;
- f) Constructs and/or recommends the purchase of adaptive equipment or splints as needed;
- g) Assists with Medical Therapy Unit specialty clinic planning and organization, and presents clients, case histories, and treatment updates to clinic physicians;
- h) Prepares written evaluation reports, medical chart notes documenting services provided and clients response, and Patient Treatment Records for statistical and medical billing purposes;

Second Amendment 2016-2017

- i) Instructs clients, parents, caregivers and educational providers on proper handling techniques and use of medical equipment to reinforce client’s therapy treatment goals;
- j) Directs the therapy services provided by paraprofessional staff.

II. 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 |
| 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 16-17 Total Contract Maximum Not to Exceed: | \$1,000,000 | |

Weekend. Weekend rates 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 or according to applicable state law. Overtime shall be pre-approved by 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:

Second Amendment 2016-2017

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

Second Amendment 2016-2017

Second Amendment for Services of Independent Contractor between the **County of Santa Barbara** and **Maxim Healthcare Services Inc.**

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

COUNTY OF SANTA BARBARA:

By: _____

PETER ADAM
CHAIR, BOARD OF SUPERVISORS

Date: _____

CONTRACTOR:

MAXIM HEALTHCARE SERVICES, INC.

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

By: _____
Authorized Representative

Name: _____
Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

RECOMMENDED FOR APPROVAL:

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

By: _____
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Director

By: _____
Risk Management