

THIRD AMENDMENT

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Third Amended Contract") to the Agreement for Services of Independent Contractor, number **BC 09-113**, by and between the **County of Santa Barbara (County)** and **Maxim Healthcare Services, Inc. (Contractor)**, for the continued provision of **Temporary personnel**.

Whereas, this Third Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in April 2009, the First Amendment approved by the County Board of Supervisors in June 2009, the Second Amendment approved by the County Board of Supervisors in June 2010, except as modified by this Third Amended Contract.

Whereas, County anticipates that Contractor will provide, at the request of County, a greater number of services than contemplated by the original Agreement, and will incur expenses beyond the value of this Agreement. This amendment adds funds to the Agreement so as to compensate Contractor for services rendered under this Agreement.

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

- I. **Delete Item 1, CONTRACTOR SERVICES, from Exhibit B, Payment Arrangements, and replace with the following**
 1. **CONTRACTOR SERVICES.** For Contractor services to be rendered under this Agreement, Contractor shall be paid at the rate specified in the Schedule of Fees (Exhibit B-1), attached hereto and with this reference made a part hereof, with a maximum value not to exceed **\$230000**.

THIRD AMENDMENT

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

**EXHIBIT B-1
SCHEDULE OF FEES**

Service	Weekday Rate	Night/ Weekend Rate
RN	\$65	\$67
LVN/LPT/Other Approved PHF Unit Modalities	\$47	\$49
CNA	\$26	\$28
Caregiver	\$22	\$24

Total Contract not to exceed: \$230000

Weekend. Weekend rates 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:

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

THIRD AMENDMENT

SIGNATURE PAGE

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

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

COUNTY OF SANTA BARBARA

By: _____
JONI GRAY
CHAIR, BOARD OF SUPERVISORS
Date: _____

Contractor

By: _____
Tax Id No. 52-1590951
Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Deputy
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By _____
Deputy County Counsel
Date: _____

By _____
Deputy
Date: _____

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ANN DETRICK, PH.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By _____
Director
Date: _____

By: _____
Date: _____

THIRD AMENDMENT

CONTRACT SUMMARY PAGE

BC 09-113

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year 10-11
 D2. Budget Unit Number 043
 D3. Requisition Number
 D4. Department Name Alcohol, Drug, & Mental Health Services
 D5. Contact Person..... Erin Jeffery
 D6. Telephone (805) 681-5168

K1. Contract Type (check one): Personal Service Capital
 K2. Brief Summary of Contract Description/Purpose Temporary personnel
 K3. Contract Amount \$149150
 K4. Contract Begin Date 7/1/2010
 K5. Original Contract End Date..... 6/30/2009
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/10			\$149150	6/30/11	10-11 renewal
2	3/15/11	\$80850	\$230000	\$230000	6/30/11	Add funds

B1. Is this a Board Contract? (Yes/No)..... Yes
 B2. Number of Workers Displaced (if any)..... N/A
 B3. Number of Competitive Bids (if any)..... N/A
 B4. Lowest Bid Amount (if bid)..... N/A
 B5. If Board waived bids, show Agenda Date N/A
 and Agenda Item Number
 B6. Boilerplate Contract Text Unaffected? (Yes / or cite Paragraph).....

F1. Encumbrance Transaction Code 1701
 F2. Current Year Encumbrance Amount \$230000
 F3. Fund Number 0044
 F4. Department Number 043
 F5. Division Number (if applicable)..... Multi
 F6. Account Number.....
 F7. Cost Center number (if applicable)..... 3500
 F8. Payment Terms Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) EID A 544099
 V2. Payee/Contractor Name Maxim Healthcare Services, Inc.
 V3. Mailing Address 7227 Lee DeForest Drive.
 V4. City, State (two-letter) Zip (include +4 if known) Columbia, MD 21046
 V5. Telephone Number..... 4109101357
 V6. Contractor's Federal Tax ID Number (EIN or SSN)..... 52-1590951
 V7. Contact Person..... Mike Hemelt Controller
 V8. Workers Comp Insurance Expiration Date 11/30/2011
 V9. Liability Insurance Expiration Date[s] G=11/30/2011, P=11/30/2011
 V10. Professional License Number.....
 V11. Verified by (name of county staff) Erin Jeffery
 V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

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

Date: _____ Authorized Signature: _____