

## SECOND AMENDMENT

### TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS SECOND AMENDMENT** to the Agreement for Services of Independent Contractor, **BC #21-029**, (hereafter Second Amended Agreement) is made by and between the **County of Santa Barbara** (County) and **Maxim Healthcare Staffing Services, Inc.** (Contractor), 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 staffing services required by County, and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein;

**WHEREAS**, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC #21-029, on June 15, 2021 for the provision of locum tenens clinical staffing services, for a total maximum contract amount not to exceed **\$2,600,000**, inclusive of \$1,300,000 annually, for the period of July 1, 2021 through June 30, 2023;

**WHEREAS**, the County Board of Supervisors authorized the County to enter into a First Amended Agreement on July 12, 2022 to increase the Agreement by \$90,000 for FY 22-23, update language for compliance with county, state, and federal requirements, and update the rates in the Exhibit B-1, for a 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 and 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; and

**WHEREAS**, this Second Amended Agreement adds dietician staffing services, updates language for compliance with state requirements, and updates 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.

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

**I. Add Subsection 7 to Subsection A of Section 4 Description of Professional Services of Exhibit A-2 MHS Statement of Work Staffing Services as follows:**

**7. Dietician:**

- i. Consults with physicians and health care personnel to determine nutritional needs and diet restrictions of patients;
- ii. Obtains and evaluates dietary histories of patients to plan nutritional regimen;
- iii. Plans menus based on established guidelines;
- iv. Specifies food portions, service, production, and time sequences to ensure patients receive food appropriate to their needs;
- v. Monitors meals and food service operations and ensures conformance to nutritional and quality standards;
- vi. Plans and conducts training programs for staff on standards, proper food preparation, and service procedures;

- vii. Supervises activities of staff engaged in planning, preparing, and serving meals;
- viii. Makes recommendations to medical professionals and management regarding opportunities to increase conformance;
- ix. Inspects supplies, equipment, and work areas to ensure proper food handling/storage, efficient service, and conformance to guidelines;
- x. Records production and delivery data;
- xi. Generates monthly and quarterly reports for QAPI and Infection Control meetings and presents the findings; and
- xii. Communicates with contracted vendors for purchases or requisitions of food, supplies, and equipment.

**II. Delete Subsection A to Section 7 Length of Assignment of Exhibit A-2 MHS Statement of Work Staffing Services and replace it with the following:**

- A. Contractor will provide Professionals, based on County’s staffing needs, for contractual assignments of a minimum of two (2) weeks in duration or on a per diem basis as needed.

**III. Delete Subsection iv to Section 3 Health Screening of Exhibit A-3 Credentialing Requirements for Healthcare Professionals and replace it with the following:**

- iv. California Department of Public Health, Public Health Officer Order, Health Care Worker COVID-19 Vaccine Requirement.
  - a. In compliance with the State Public Health Officer Order, Health Care Worker Vaccine Requirement, and any amendments or updates that may hereafter be in force, Contractor shall, at its sole cost and expense, promptly provide to County proof of:
    - (i.) Vaccination and boosters for its Professionals; or
    - (ii.) Exemption status for its Professionals, and
    - (iii.) Testing results for its Professionals if required by the State Public Health Officer, Local Public Health Officer, or County policy.
  - c. This requirement applies to all of Contractor’s professionals who provide services or work in “Health Care Facilities” as described in the State Public Health Officer Order.
  - d. The State Public Health Officer Order is subject to change, but the current order is available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Health-Care-Worker-Vaccine-Requirement.aspx>.

**IV. Delete FY 22-23 Schedule of Rates and the Travel Rate of the Exhibit B-1 Schedule of Rates and Contract Maximum and replace them with the following:**

**EXHIBIT B-1- MHS**  
**SCHEDULE OF RATES AND CONTRACT MAXIMUM**  
(Applicable to programs described in Exhibit A-2)

<b>FY 2022-2023</b>			
<b>Service FY 2022-2023</b>	<b>Weekday Rate</b>	<b>Night/Weekend Rate*</b>	<b>Travel Rate**</b>
Multi-Specialty E/M Professional Coders (Psych & Behavioral Health)	\$55	N/A	N/A
LCSW/LMFT	\$61	\$63	N/A
RN	\$68	\$70	\$110
RN (supervisory role)	\$79	\$81	\$110
LVN/LPT/Other Approved PHF Unit Modalities	\$49	\$51	\$65
CNA	\$27	\$29	\$38
Caregiver	\$23	\$25	N/A
Occupational/Physical Therapist	\$80	\$82	\$90
Registered Dietitian	\$110	\$110	N/A
Recreational Therapist	\$68	\$70	
Nurse Practitioners	As mutually agreed in writing by both parties, up to \$100 per hour depending on experience and qualifications.		
<b>FY 22-23 Total Agreement Maximum Not to Exceed:</b>		<b>\$1,390,000</b>	
<b>FY 21-23 Total Agreement Maximum Not to Exceed:</b>		<b>\$2,690,000</b>	

**\*\*Travel Rate:** A 13-week full time commitment from 7 to 7, day or night, to consist of a 12-hour night shift.

- V. Effectiveness.** The terms and provisions set forth in this Second Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and First Amended Agreement. The terms and provisions of the Agreement and First Amended Agreement, except as expressly modified and superseded by this Second Amended Agreement, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.
- VI. Execution of Counterparts.** This Second Amended Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE**

Second Amended 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 Second Amended Agreement to be effective on the date executed by County.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
DAS WILLIAMS, CHAIR  
BOARD OF SUPERVISORS

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

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

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

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

**CONTRACTOR:**

**MAXIM HEALTHCARE STAFFING SERVICES, INC.**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL

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

**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy Auditor-Controller

**RECOMMENDED FOR APPROVAL:**

ANTONETTE NAVARRO, LMFT  
DIRECTOR, DEPARTMENT OF  
BEHAVIORAL WELLNESS

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

**APPROVED AS TO INSURANCE FORM:**

GREG MILLIGAN, ARM  
RISK MANAGER, DEPARTMENT OF RISK  
MANAGEMENT

By: \_\_\_\_\_  
Risk Manager