

FOURTH AMENDMENT 2015-2016

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Fourth Amendment (hereafter Fourth Amended Contract) to the Agreement for Services of Independent Contractor, number **BC 16-064** (previously referenced as number **BC 15-043** and **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 is amending this contact due to unforeseen increased demand for service delivery and associated increases in costs, resulting in a need to increase the maximum amount of the contract. This amendment adds funds in the amount of **\$70,000** to the prior Agreement maximum of **\$550,000** for a new Agreement total contract maximum amount of **\$620,000** so as to compensate Contractor for the additional costs for services rendered under this Agreement through June 30, 2016.

Whereas, this Fourth Amended Contract incorporates the terms and conditions set forth in 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, and the Third Amended Contract approved by the County Board of Supervisors in June 2015, except as modified by this Fourth Amended Contract.

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

- I. **Delete Section 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 rates 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 **\$620,000** per County Fiscal Year.
- II. **In Exhibit B, Payment Arrangements, add a Section 7 as follows:**
 7. June 2016 invoices received by County will not be subject to the requirement to pay Contractor within thirty (30) days, as detailed in this Exhibit B Section 2 (Payment for Services) and Section 3 (Weekly Invoice).

FOURTH AMENDMENT 2015-2016

III. 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
LVN/LPT/Other Approved PHF Unit Modalities	\$47	\$49
CNA	\$26	\$28
Caregiver	\$22	\$24
Nurse Practitioners	As mutually agreed in writing by both parties, up to \$100 per hour depending on experience and qualifications	

Total Contract not to exceed: \$620,000.

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)
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

All other terms remain in full force and effect.

FOURTH AMENDMENT 2015-2016

Fourth Amendment to Agreement 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 Fourth Amendment to be effective on the date executed by County.

COUNTY OF SANTA BARBARA:

By: _____
PETER ADAM
CHAIR, BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONTRACTOR:

MAXIM HEALTHCARE SERVICES, INC

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

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

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

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Director

By: _____
Risk Management