

Attachment F

Amergis FY 23-25 BC Second Amendment

Board Contract: _____

**SECOND AMENDMENT TO THE AGREEMENT
FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

AMERGIS HEALTHCARE STAFFING, INC.
(FORMERLY KNOWN AS MAXIM HEALTHCARE
STAFFING SERVICES, INC.)

FOR

MENTAL HEALTH STAFFING SERVICES

**SECOND AMENDMENT TO THE AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS SECOND AMENDMENT to the Agreement for Services of Independent Contractor, **BC No. 23-002**, is made by and between the **County of Santa Barbara** (County) and **Amergis Healthcare Staffing, Inc.** (formerly known as Maxim Healthcare Staffing Services, Inc.) (Contractor) for the continued provision of services specified herein (hereafter, Second Amended Agreement).

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 and Contractor (collectively, the parties) entered into an Agreement for Services of Independent Contractor, BC No. 23-002, for the provision of locum tenens clinical staffing services for a total maximum contract amount not to exceed \$2,000,000, inclusive of \$1,000,000 per fiscal year (FY), for the period of July 1, 2023, through June 30, 2025, (Agreement);

WHEREAS, the parties subsequently entered into an amendment to the Agreement to update staffing requirements and provider rates with no change to the maximum contract amount and contract term (First Amended Agreement);

WHEREAS, the parties wish to change the name of Contractor in the Agreement from “Maxim Healthcare Staffing Services, Inc.” to “Amergis Healthcare Staffing, Inc.” and increase the FY 23–24 maximum contract amount by \$430,000 due to increased staffing needs for a revised, total maximum contract amount of **\$2,430,000**, inclusive of \$1,430,000 for FY 23–24 and \$1,000,000 for FY 24–25, with no change to the contract term (Second Amended Agreement); and

WHEREAS, Maxim Healthcare Staffing Services, Inc. executed Articles of Amendment to its Articles of Incorporation, effective as of April 1, 2024, which changed the name of the corporation to “Amergis Healthcare Staffing, Inc.,” and such Articles of Amendment were filed with the California Secretary of State on April 23, 2024.

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

I. Any and all references in the Agreement and amendments thereto (BC No. 23-002) to “Maxim Healthcare Staffing Services, Inc.” shall hereinafter be replaced with “Amergis Healthcare Staffing, Inc.”

II. Delete Section 1 (Contract Maximum Value) of Exhibit B (Payment Arrangements) and replace it with the following:

1. CONTRACT MAXIMUM VALUE. For services to be rendered under this Agreement, Contractor shall be paid at the hourly rate specified in the Schedule of Rates (Exhibit B-1), and for payment of any placement fee, Contractor shall be paid as set forth in Section 8 (Employment or Contracting of Professionals) of Exhibit A-2, with a maximum value (“Contract Maximum”) not to exceed **\$2,430,000** for FY 23-25, inclusive of \$1,430,000 for FY 23-24 and \$1,000,000 for FY 24-25. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Contract Maximum

amount for Contractor's performance hereunder and for payment of any placement fee without a properly executed amendment.

III. Delete Exhibit B-1 – MHS (Schedule of Rates and Contract Maximum) in its entirety and replace it as follows:

EXHIBIT B-1- MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A2)

Service	Weekday Rate	Night/Weekend Rate*	Travel Rate**
ACSW/AMFT/APCC	\$70	\$72	\$90
Caregiver	\$36	\$38	N/A
CNA	\$40	\$42	\$60
LCSW/LMFT/LPCC/Psychologist	\$80	\$82	\$100
LVN/LPT/Other Approved PHF Unit Modalities	\$49	\$51	\$75
Multi-Specialty E/M Professional Coders (Psych & Behavioral Health)	\$64	N/A	N/A
Nurse Practitioners	As mutually agreed in writing by both parties, up to \$150 per hour depending on experience and qualifications.		
Occupational/Physical Therapist	\$90	\$92	\$100
Recreational Therapist	\$68	\$70	\$83
Registered Dietician	\$110	\$110	N/A
RN	\$68	\$70	\$110
RN (supervisory role)	\$79	\$81	\$110
FY 23-24 Total Contract Maximum Not to Exceed:		\$1,430,000	
FY 24-25 Total Contract Maximum Not to Exceed:		\$1,000,000	
FY 23-25 Total Contract Maximum Not to Exceed:		\$2,430,000	

***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.

****Travel Rate:**

1. A 13-week full time commitment from 7 to 7 day or night, to consist of a 12-hour shift.
2. Travel Rates subject to written approval by Behavioral Wellness Chief Financial Officer prior to filling a position with professionals using a Travel rate.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) hours per week or eight hours in a day in accordance to applicable state law. 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

IV. 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, except as expressly modified and superseded by the First Amended Agreement and 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.

V. 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 Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara and Amergis Healthcare Staffing, Inc.**

IN WITNESS WHEREOF, the parties have executed this Second Amended Agreement to be effective as of the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS
Date: _____

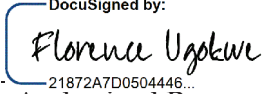
ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk
Date: _____

CONTRACTOR:

AMERGIS HEALTHCARE STAFFING, INC.

By:  _____
21872A7D0504446...
Authorized Representative
Name: Florence Ugokwe
Title: Assistant Controller
Date: 13-Jun-24

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

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: _____
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: _____
Risk Manager