



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Public Health
Department No.: 041
For Agenda Of: June 4, 2024
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Mouhanad Hammami, Director
Director(s) Public Health Department
Contact Info: Paola Hurtado, Assistant Deputy Director, Primary Care &
Family Health Division, (805) 698-2418
SUBJECT: **Third Amendment Maxim Healthcare Staffing Services Agreement**

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Approve and authorize the Chair to execute the Third Amendment to the Agreement with Maxim Healthcare Staffing Services for substitute and temporary healthcare personnel professional services to extend the Agreement for two years for a revised end date of June 30, 2026, and to add \$315,000 per each additional Fiscal Year, totaling \$630,000 for a total revised Agreement amount of \$2,080,000; and,
- b) Approve and authorize the Public Health Director, or designee, to continue to: (1) sign Assignment Confirmation Letters or Placement Orders in accordance with Section B, Exhibit A in the Agreement; (2) add positions and/or approve rate changes not to exceed 10% of the rate currently stated in Exhibit B-1, subject to the procedures set forth in Exhibit B, Section B; and (3) make immaterial changes to the agreement so long as the total Agreement maximum is unchanged, subject to the Board's ability to rescind this delegated authority at any time; and,
- c) Determine that the proposed actions do not constitute a "Project" within the meaning of California Environmental Quality Act (CEQA), pursuant to Section 15378(b)(4) of the CEQA Guidelines, because they consist of the creation of government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

Summary Text: This item is on the agenda to authorize the Chair to execute the Third Amendment to the Agreement (Attachment A) with Maxim Healthcare Staffing Services for substitute and temporary healthcare personnel, including Physical Therapists and Occupational Therapists for the California Children Services (CCS) Medical Therapy Units, as well as Certified Nursing Assistants (CNA), Phlebotomist, Licensed Vocational Nurses, Registered Nurses, and Clinical Lab Scientists due to delays and challenges in filling the existing vacancies across the Public Health Department's divisions. While there are ongoing efforts to recruit and hire qualified candidates to fill vacant positions, there have been delays due to an evolving job market and competition for talent.

The original Agreement was executed on June 28, 2022 for the period of July 1, 2022 through June 30, 2024 and a total amount not to exceed of \$250,000. Effective February 27, 2023, a First Amendment to the Agreement increased the total amount by \$550,000 for a revised total of \$800,000, without a change to the period of performance. Effective November 28, 2023, a Second Amendment increased the total amount by \$650,000 for a revised total of \$1,450,000, without change to the period of performance.

The Public Health Department (PHD) is requesting the Board approve a Third Amendment to extend the Agreement from July 1, 2024 through June 30, 2026, for a total amount not to exceed \$315,000 per each Fiscal Year, totaling \$630,000 for the performance period of July 1, 2024 to June 30, 2026, and a revised Agreement total of \$2,080,000. Approval of this Third Amendment will ensure the PHD has healthcare personnel to ensure continuity of patient care and other vital community services while recruitment and placement of qualified candidates occurs.

Background: PHD operates five health care centers, three shelter-based clinics, and three draw stations throughout Santa Barbara County to provide medical services to the uninsured and underinsured members of our communities. The PHD has experienced difficulties in filling existing vacancies due to an evolving job market and competition for talent.

The contracted services do not replace employee positions but serve as fill-ins on a temporary basis during the recruitment process.

This original agreement was not the result of a competitive bidding process because PHD is open to negotiating and working with any vendor that is able to provide qualified professionals that meet the department's needs.

Performance Measure:

The qualified professionals who provide services through our Maxim Healthcare Staffing agreement are expected to comply with Santa Barbara County Public Health Department's policies and procedures and are provided appropriate supervision to ensure compliance. During Fiscal Year 2023-2024, six (6) Registered Nurses and one (1) Physical Therapist were placed by Maxim Healthcare Staffing to support the PHD.

Contract Renewals and Performance Outcomes

PHD has had continuous services with Maxim HealthCare Staffing Services and they have provided excellent temporary healthcare personnel staffing for PHD's Health Care Centers.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

This action will allow the Public Health Department to continue to cover vacancies with qualified medical staff from Maxim Healthcare Staffing Services. This third amendment will increase the contract by \$315,000 each fiscal year from July 1, 2024 to June 30, 2026 for a total Agreement amount of \$2,080,000. An allotment of \$315,000 for the Maxim Healthcare Staffing Services Agreement is included in the Fiscal Year 2024-2025 Recommended budget, and the same amount will be included in the Fiscal Year 2025-2026 budget.

Key Contract Risks:

This Third Amendment and the Agreement are low risk as the Agreement has a termination for convenience clause and authorizes the County to dismiss any Professional for any reason helping to further reduce risk.

Staffing Impacts:

Legal Positions:
0

FTEs:
0

There are no staffing impacts.

Special Instructions: Please execute two (2) original Third Amendments with Maxim Healthcare Staffing Services and retain one (1) original Third Amendment and one (1) Minute Order for pick up by the department. Please email the PHD Contracts Unit phdcu@sbcphd.org when available for pick up.

Attachments:

- A. Third Amendment Maxim Healthcare Staffing Services Agreement
- B. Second Amendment Maxim Healthcare Staffing Services Agreement
- C. First Amendment Maxim Healthcare Staffing Services Agreement
- D. Maxim Healthcare Staffing Services Agreement

Authored by:

Paola Hurtado, Assistant Deputy Director, Primary Care and Family Health