

## SECOND AMENDMENT 2014-2015

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**This Second Amendment** (hereafter Second Amended Contract) to the Agreement for Services of Independent Contractor, number **BC 15043** previously referenced as number **BC 14-162**, is made by and between the **County of Santa Barbara** (County) and **Maxim Healthcare Services Inc. (dba Maxim Staffing Solutions)**, (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 intends to extend the term of the existing contract through Fiscal Year 14-15 and to compensate Contractor for the services to be provided during that Fiscal Year; and

Whereas, this Second Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2013, 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, except as modified by this Second Amended Contract.

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

**I. In Agreement Section 4, Term, the following is added at the end:**

For Fiscal Year 2014-15, Contractor shall continue performance on 7/1/2014 and end performance upon completion, but no later than 6/30/2015 unless otherwise directed by County or unless this Agreement is earlier terminated.

**II. Agreement Section 6, Independent Contractor, is replaced with the following:**

**6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

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### III. Agreement Section 12, Records, Audit, and Review, is replaced with the following:

#### 12. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

### IV. Add Section 36, Debarment and Suspension:

#### 36. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

### V. 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 **\$550,000** per County Fiscal Year.

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VI. 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: \$\$\$550,000.**

**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.**

**SECOND AMENDMENT 2014-2015**

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

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
STEVE LAVAGNINO, CHAIR  
BOARD OF SUPERVISORS

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

CONTRACTOR  
MAXIM HEALTHCARE SERVICES, INC.

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

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

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

By \_\_\_\_\_  
Deputy

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

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK MANAGER

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

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

ATTEST:  
MONA MIYASATO, COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

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

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

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

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

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

RECOMMENDED FOR APPROVAL:  
ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES  
TAKASHI WADA, MD, MPH  
INTERIM DIRECTOR

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

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