

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

BETWEEN

COUNTY OF SANTA BARBARA

AND

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

FOR

MENTAL HEALTH STAFFING SERVICES

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

**THIS THIRD 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, Third 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 subsequently entered into an amendment to the Agreement 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**, the parties wish to increase the FY 24-25 maximum contract amount by \$800,000 due to increased staffing needs for a revised, total maximum contract amount of **\$3,230,000**, inclusive of \$1,430,000 for FY 23-24 and \$1,800,000 for FY 24-25, with no change to the contract term.

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

**I. 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 **\$3,230,000** for FY 23-25, inclusive of \$1,430,000 for FY 23-24 and \$1,800,000 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.

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

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EXHIBIT B-1 MHS 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
<b>FY 23-24 Total Contract Maximum Not to Exceed:</b>		<b>\$1,430,000</b>	
<b>FY 24-25 Total Contract Maximum Not to Exceed:</b>		<b>\$1,800,000</b>	
<b>FY 23-25 Total Contract Maximum Not to Exceed:</b>		<b>\$3,230,000</b>	

**\*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

**III. Effectiveness.** The terms and provisions set forth in this Third Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement, the First Amended Agreement, and the Second Amended Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by the First Amended Agreement, the Second Amended Agreement, and this Third 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.

**IV. Execution of Counterparts.** This Third 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**

Third 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 Third Amended Agreement to be effective as of the date executed by COUNTY.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
LAURA CAPPS, 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: \_\_\_\_\_  
Signed by:  
*Austin Koehn*  
EEDE1EC502774E3  
Authorized Representative  
Name: Austin Koehn  
Title: Assistant Controller  
Date: 3/5/2025

**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL

By: \_\_\_\_\_  
Signed by:  
*Bo Bae*  
48A262DEFFD3466...  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
DocuSigned by:  
*Betsy Schaffer*  
6BAAEA16004043F...  
Deputy

**RECOMMENDED FOR APPROVAL:**

ANTONETTE NAVARRO, LMFT  
DIRECTOR, DEPARTMENT OF  
BEHAVIORAL WELLNESS

By: \_\_\_\_\_  
DocuSigned by:  
**Antonette Navarro**  
2095C5A10FE1474...  
Director

**APPROVED AS TO FORM:**

GREG MILLIGAN, ARM  
RISK MANAGER

By: \_\_\_\_\_  
DocuSigned by:  
*Gregory Milligan*  
05F555F00260466...  
Risk Manager