

Attachment G

Maxim FY 23-25 BC First Amendment



SANTA BARBARA COUNTY
DEPARTMENT OF
Behavioral Wellness
A System of Care and Recovery

Antonette Navarro, LMFT
Director

August 22, 2023

Maxim Healthcare Staffing Services, Inc
Mr. Brandan McGee, Controller
1515 W. 190th St.
Gardena, CA 90248

Dear Brandan:

Santa Barbara County Department of Behavioral Wellness appreciates Maxim Health Care Staffing, Inc's commitment to provide behavioral health staffing services. This letter is to provide an update on your Fiscal 23-25 Agreement approved by the Board of Supervisors (**BC #23-002**) on June 27, 2023.

The Behavioral Wellness Director, under Board-delegated authority, is amending the Exhibit A-2 – Mental Health Services Statement of work, Staffing Services and the Exhibit B-1 Schedule of Rates and Contract Maximum of the FY 23-25 Agreement. The attached first amendment replaces in its entirety the Exhibit A-2 – Mental Health Services Statement of work, Staffing Services and the Exhibit B-1 Schedule of Rates and Contract Maximum of the FY 23-25 Agreement, all without altering the maximum contract amount and without requiring the Board's approval of an amendment of the Agreement.

Please do not hesitate to contact the Contract Analyst, Marlene Zavala, with any questions at mazavala@sbcbswell.org. The Department of Behavioral Wellness looks forward to our continued collaboration with Maxim Health Care Staffing, Inc.

Sincerely,

DocuSigned by:
Antonette Navarro
2095C5A16FE1474...

Antonette Navarro, LMFT
Director

Enclosures

Maxim Health Care Staffing, Inc FY 23-25 First Amendment

FIRST AMENDMENT

TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, **BC #23-002**, (hereafter First Amended Agreement), is made by and between the **County of Santa Barbara** (County) and **Maxim Healthcare Staffing Services, Inc.** (Contractor), wherein Contractor agrees to provide and County agrees to accept the services specified herein.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the staffing services required by County, and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC #23-002, on June 27, 2023 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 annually, for the period of July 1, 2023 through June 30, 2025; and

WHEREAS, this First Amended Agreement updates the language in Exhibit A-2 Mental Health Services Statement of Work Staffing Services and updates the provider rates in Exhibit B-1 Schedule of Rates and Contract Maximum, with no change to the maximum agreement amount not to exceed **\$2,000,000**, inclusive of \$1,000,000 annually for FY 23-25, for the period of July 1, 2023 through June 30, 2025; and

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

I. Delete Section 3.C. of the Exhibit A-2 Mental Health Services Statement of Work Staffing Services replace it with the following:

C. All Healthcare Professionals referred by Contractor:

1. Shall be appropriately licensed and/or certified to practice in that profession in California;
2. Shall have completed a standard Occupational Safety and Health Administration (OHSA) and HIPAA training.
3. Shall possess a minimum of one (1) year of full-time experience in an outpatient psychiatry practice, unless otherwise agreed upon between Contractor and County. *(Does not apply to non-clinical positions)*
4. Shall possess a current CPR certificate and shall present said certificate to County upon request at the time of commencement of the Assignment. *(Does not apply to non-clinical positions)*
5. Shall have a negative tuberculin skin test or negative chest x-ray. *(Does not apply to non-clinical positions)*

II. Delete Exhibit B-1 Schedule of Rates and Contract Maximum in its entirety and replace with the following:

**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:		\$1,000,000	
FY 24-25 Total Contract Maximum Not to Exceed:		\$1,000,000	
FY 23-25 for a total Contract Maximum Not to Exceed:		\$2,000,000	

***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

- IX. Effectiveness.** The terms and provisions set forth in this First Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First 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.
- X. Execution of Counterparts.** This First 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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First Amended Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Maxim Healthcare Staffing Services, Inc.**

IN WITNESS WHEREOF, the parties have executed this First Amended Agreement to be effective on the date executed by County.

COUNTY:
ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

CONTRACTOR:
**MAXIM HEALTHCARE STAFFING
SERVICES, INC.**

By: 
Director
Date: 8/21/2023

By: 
Authorized Representative
Name: Brandon McGee
Title: Controller
Date: 8/22/2023