



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: February 28, 2023
Placement: Administrative
Estimated Time:
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: Dana Gamble, Deputy Director (805) 681-5171
SUBJECT: First 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 consider the following:

- a) Approve, ratify, and authorize the Chair to execute the First Amendment to the Agreement with Maxim Healthcare Staffing Services to increase the amount by \$550,000 for substitute and temporary health care personnel professional services for the unchanged period of July 1, 2022 through June 30, 2024 for a revised total Agreement amount not to exceed \$800,000; 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 First Amendment to the Agreement (Attachment A) with Maxim Healthcare Staffing Services for substitute and temporary health care

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 outbreak management staffing needs related to the COVID-19 pandemic, vacancies with extended recruitment periods and leaves of absence. The original executed Agreement has a term of June 28, 2022 for the period of July 1, 2022 through June 30, 2024 and a total not to exceed of \$250,000. The Public Health Department (PHD) is requesting the Board approve a First Amendment to increase the amount by \$550,000 for a revised total not to exceed \$800,000. Approval of this First Amendment will also ensure the PHD has health care personnel in the event of community outbreaks and if health care staff positions are vacant for an extended period.

Background:

PHD operates five health care centers, three shelter-based clinics, one clinical lab, and two draw stations throughout Santa Barbara County to provide medical services to the uninsured and underinsured members of our communities. In addition, health care personnel are required to facilitate the work of Disease Control including Outbreak Management related to COVID-19. Due to the ongoing pandemic, there are increased needs for health care personnel and vacancies are increasing hard to fill.

The contracted services do not replace employee positions, but serve as fill-ins on a temporary basis during the recruitment process or in the case of Disease Control fill temporary needs related to the pandemic. Using the services provided by a temporary health care personnel services assists PHD in their role in mitigating the impact of COVID-19 in the County.

This original Agreement was not the result of a competitive bidding process because PHD is open to negotiate and work with any vendor that is able to provide qualified professionals that meet the department’s needs.

Performance Measure:

N/A

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:

<u>Funding Sources</u>	<u>Estimated FY 22-23 costs</u>	<u>Estimated FY 23-24 costs</u>	<u>Total One-Time Project Cost</u>
General Fund			
Federal Grant	\$ 200,000.00	\$ 200,000.00	\$ -
State Patient Fees	\$ 100,000.00	\$ 100,000.00	
Federal Patient Fees	\$ 100,000.00	\$ 100,000.00	
Other:			
Total	\$ 400,000.00	\$ 400,000.00	\$ -

The FY 2022-23 cost for the use of this agreement for temporary replacement and/or surge staffing is estimated at \$400,000. These costs are included as part of the Public Health Department's Adopted FY 22-23 budget and are funded by a combination of federal grant sources and state/federal patient service fee revenues. The same estimated costs and funding of \$400,000 is anticipated for FY 2023-24. There is no use of general fund dollars associated with this request.

Key Contract Risks:

This First 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. Additionally, the County Department of Behavioral Wellness has had a long-standing relationship with Maxim Healthcare and have been provided adequate services.

Staffing Impacts:

Legal Positions:

0

FTEs:

0

There are no staffing impacts.

Special Instructions:

Please execute two (2) original Agreements with Maxim Healthcare Staffing Services and retain one (1) original Amendment and one (1) Minute Order for pick up by the department. Please email the PHD Contracts Unit at MFitzwilliamFigueroa@sbcphd.org when available for pick up.

Attachments:

- A. First Amendment Maxim Healthcare Staffing Services Agreement
- B. Maxim Healthcare Staffing Services Agreement

Authored by:

Dana Gamble, Deputy Director, Primary Care and Family Health