



# County of Santa Barbara

## BOARD OF SUPERVISORS

### Minute Order

July 12, 2022

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**Present:** 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 22-00661

**RE:** Consider recommendations regarding a First Amendment to the Maxim Healthcare Staffing Services, Inc. Agreement for Fiscal Year (FY) 2021-2023, as follows:

- a) Approve and authorize the Chair to execute the First Amendment to the Agreement for Services of Independent Contractor with Maxim Healthcare Staffing Services, Inc. (not a local vendor), BC 21-029, to increase the Agreement by \$90,000.00 for FY 2022-2023; update the language for compliance with county, state, and federal requirements, and update the rates in Exhibit B-1 for a Maximum Agreement Amount not to exceed \$2,690,000.00, inclusive of \$1,300,000.00 for FY 2021-2022 and \$1,390,000.00 for FY 2022-2023, for the period of July 1, 2021 through June 30, 2023;
- b) Delegate to the Director of Behavioral Wellness or designee the authority to suspend the Agreement per Section 20 of the Agreement and make immaterial changes to the Agreement per Section 26 of the Agreement, all without altering the Maximum Agreement Amount and without requiring the Board's approval of an amendment of the Agreement, subject to the Board's ability to rescind this delegation at any time; and
- c) Determine that the above actions are government fiscal activities or funding mechanisms, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

**A motion was made by Supervisor Williams, seconded by Supervisor Hart, that this matter be acted on as follows:**

- a) **Approved and authorized; Chair to execute;**
- b) **Delegated; and**
- c) **Approved.**

**The motion carried by the following vote:**

**Ayes:** 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino



**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:** Behavioral Wellness  
**Department No.:** 043  
**For Agenda Of:** July 12, 2022  
**Placement:** Administrative  
**Estimated Time:** N/A  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** Majority

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**TO:** Board of Supervisors  
**FROM:** Department Antonette Navarro, LMFT, Director  
Director(s) Department of Behavioral Wellness, (805) 681-5220  
Contact Info: Dr. Ole Behrendtsen, Medical Director  
Behavioral Wellness, (805) 681-5220  
**SUBJECT:** Behavioral Wellness – First Amendment to the Maxim Healthcare Staffing Services, Inc. Agreement for FY 21-23

DS  
AN

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**County Counsel Concurrence:**

As to form: Yes

**Auditor-Controller Concurrence:**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- A. Approve and authorize the Chair to execute the First Amendment to the Agreement for Services of Independent Contractor with **Maxim Healthcare Staffing Services, Inc.** (not a local vendor), BC 21-029, to increase the Agreement by \$90,000 for FY 22-23; update the language for compliance with county, state, and federal requirements, and update the rates in Exhibit B-1 for a Maximum Agreement Amount not to exceed **\$2,690,000**, inclusive of \$1,300,000 for FY 21-22 and \$1,390,000 for FY 22-23, for the period of July 1, 2021 through June 30, 2023 (Attachment A);
- B. Delegate to the Director of Behavioral Wellness or designee the authority to suspend the Agreement per Section 20 of the Agreement and make immaterial changes to the Agreement per Section 26 of the Agreement, all without altering the Maximum Agreement Amount and without requiring the Board’s approval of an amendment of the Agreement, subject to the Board’s ability to rescind this delegation at any time; and
- C. Determine that the above actions are government fiscal activities or funding mechanisms, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

**Summary Text:**

This item is on the agenda to request the Board of Supervisors (Board) to authorize the Chair to enter into the **First Amendment to the Agreement with Maxim Healthcare Staffing Services, Inc. (Maxim)** to increase the Agreement by \$90,000 for FY 22-23, update the language for compliance with county, state, and federal requirements, and update the rates in Exhibit B-1 for a Maximum Agreement Amount not to exceed \$2,690,000, inclusive of \$1,300,000 for FY 21-22 and \$1,390,000 for FY 22-23, for the period of July 1, 2021 through June 30, 2023. Behavioral Wellness (BWell) also requests that the Board delegate to the Director or designee the authority to suspend the Agreement per Section 20 of the Agreement and make immaterial changes to the Agreement per Section 26 of the Agreement, all without altering the Maximum Agreement Amount and without requiring the Board's approval of an amendment of the Agreement, subject to the Board's ability to rescind this delegation at any time.

**Background:**

BWell provides a continuum of mental health and substance use disorder services to Santa Barbara County residents, including psychiatric and nursing services at its County facilities. Across the nation there is an ongoing shortage of healthcare and mental health care staff. BWell has experienced ongoing challenges that mirror the national challenges of attracting and retaining qualified mental health care clinical professionals to work at our facilities. BWell currently uses locum tenens temporary physicians and nurses to fill ongoing needs to perform mandated mental health and ancillary services at our inpatient and outpatient facilities.

Maxim provides temporary nurse practitioners, occupational therapists, registered nurses, social workers, and professional coders to the PHF unit, our clinics, and other BWell programs as needed, along with traveling nurses to take on hard-to-fill evening shifts for our 24/7 PHF facility. Approval of the recommended actions will allow BWell to provide mandated and greatly needed specialist staffing services due to an unanticipated increase in need for nurses and supervisory nurses for the 24/7 Psychiatric Health Facility (PHF) unit.

**Performance Outcomes:**

For FY 21-22, we are currently utilizing eight (8) Maxim professionals, consisting of Emergency Medical Technicians, Licensed Vocational Nurses, Registered Nurses, Social Worker Psychiatric Technicians, and License Marriage and Family Therapists. They are providing services throughout the County at various programs ranging from adult to children's services. The staffing professionals are all performing on par with the County's civil service providers. They provide services according to generally accepted practices, participate in medical staff meetings, engage in medical staff meeting peer review, and respond appropriately to communications and clinical feedback.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

<b>Funding Sources</b>	<b>FY 21-22</b>	<b>FY 22-23</b>	<b>Total Cost FY 21-23</b>
General Fund			
State	\$ 650,000.00	\$ 695,000.00	\$ 1,345,000.00
Federal	\$ 650,000.00	\$ 695,000.00	\$ 1,345,000.00
Fees			
Other:			
<b>Total</b>	<b>\$ 1,300,000.00</b>	<b>\$ 1,390,000.00</b>	<b>\$ 2,690,000.00</b>

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Narrative: The above-referenced contract is funded by State and Federal funds. The funding sources are included in the FY 2022-2023 Adopted Budget.

**Key Contract Risks:**

With any contractor providing temporary staffing services, there is a risk that temporary personnel will make errors, engage in misconduct, or be negligent in the performance of assigned duties. BWell may terminate individual temporary staff with or without cause and the agency is required to provide Professional Liability insurance for its professionals to mitigate these risks.

**Special Instructions:**

Please send one (1) minute order and one (1) complete copy of the above contract to [dmorales@co.santa-barbara.ca.us](mailto:dmorales@co.santa-barbara.ca.us) and the BWell Contracts Division at [bwellcontractsstaff@co.santa-barbara.ca.us](mailto:bwellcontractsstaff@co.santa-barbara.ca.us).

**Attachments:**

Attachment A: Maxim FY 21-23 BC 21-029 AM1

Attachment B: Maxim FY 21-23 BC 21-029

**Authored by:**

D. Morales

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

**THIS FIRST AMENDMENT** to the Agreement for Services of Independent Contractor, **BC #21-029**, (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 #21-029, on June 15, 2021 for the provision of locum tenens clinical staffing services, for a total maximum contract amount not to exceed **\$2,600,000**, inclusive of \$1,300,000 annually, for the period of July 1, 2021 through June 30, 2023; and

**WHEREAS**, this First Amended Agreement, referred to as BC #21-029, is to increase the Agreement by \$90,000 for FY 22-23, update the language for compliance with county, state, and federal requirements, and update the rates in Exhibit B-1 for a Maximum Agreement Amount not to exceed \$2,690,000, inclusive of \$1,300,000 for FY 21-22 and \$1,390,000 for FY 22-23, for the period of July 1, 2021 through June 30, 2023 and to delegate to the Director of Behavioral Wellness or designee the authority and make immaterial changes to the Agreement per Section 26 of the Agreement, all without altering the Maximum Agreement Amount and without requiring the Board's approval of an amendment of the Agreement.

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

**I. Delete Section 28 Compliance with Law of the Standard Terms and Conditions and replace it with the following:**

**28. COMPLIANCE WITH LAW.**

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances; statutes; regulations; orders including, but not limited to, court orders and health officer orders; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) and the California Department of Public Health now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance, statute, regulation, order, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County.

**II. Delete Section 34 Compliance with HIPPA of Standard Terms and Conditions and replace it with the following:**

**34. COMPLIANCE WITH PRIVACY LAWS.**

Contractor is expected to adhere to the healthcare privacy laws specified in Exhibit A-2, Section 12 and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with the healthcare privacy laws as they are amended from time to time.

**III. Add Section 44 (Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment) to Standard Terms and Conditions as follows:**

**44. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

**A. Contractors are prohibited from obligating or expending loan or grant funds to:**

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.**

**C. See Public Law 115-232, section 889 for additional information.**

**D. See also § 200.471.**

IV. **Delete Exhibit A-1 Mental Health Plan Required Terms in its entirety and replace it with the following:**

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**EXHIBIT A-1**  
**Mental Health Plan Required Terms**

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1. **Adherence to Applicable Authorities.** In the performance of this Agreement, Contractor shall adhere to all applicable county, state, and federal laws including, but not limited to, the statutes and regulations below and the applicable sections of the state Medicaid plan and waiver, all of which are incorporated by this reference. Contractor shall comply with any changes to these statutes and regulations that may occur during the Term of this Agreement and any new applicable statutes or regulations without the need for amendment to this Agreement. To the extent there is a conflict between federal or state law or regulation and a provision in this Agreement, Contractor shall comply with the federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect.
  - A. Contractor shall be governed by and construed in accordance with all applicable laws and regulations and all applicable contractual obligations of the County under the County Mental Health Plan (“MHP”) (Contract Numbers 17-94613 and 17-94613 A01) between the County and the State Department of Health Care Services (“DHCS”), available at [www.countyofsb.org/behavioral-wellness](http://www.countyofsb.org/behavioral-wellness), including, but not limited to, Subsections D, G, and H of Section 7(B) of Exhibit E A1 of the MHP; and the applicable provisions of Exhibit D(F) of the MHP, referenced in Section 11 (MHP Exhibit D(F)) of this Exhibit A-1. Contractor shall comply with the MHP, Contract Numbers 17-94613 and 17-94613 A01, which is incorporated by this reference.
  - B. Contractor shall comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230(c)(2).)
2. **Compliance with County’s Obligations in MHP.** Contractor agrees to perform the applicable delegated activities and reporting responsibilities in compliance with the County’s obligations in the MHP. (42 C.F.R. § 438.230(c)(1) (ii)).
3. **Reports.** Contractor agrees to submit data and reports as required by this Agreement or subsequently required by County and/or DHCS.
  - A. Contractor agrees that DHCS, through County, has the right to withhold payments until Contractor has submitted any required data and reports to County or DHCS, as identified in this Agreement and in accordance with any applicable statute or regulation.
4. **Termination.** In addition to Sections 19 (Termination) and 23 (Remedies Not Exclusive) of this Agreement, Contractor agrees that the County or DHCS may revoke, in full or in part, this Agreement, any subcontract made pursuant to this Agreement, and any activities or obligations delegated by County to Contractor or may apply other remedies permitted by state or federal law when the County or DHCS determines that the Contractor or its subcontractor(s) has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)

**5. Nondiscrimination.**

**A. State Nondiscrimination Provisions.**

1. **No Denial of Benefits on the Basis of Protected Classification.** During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category and will not use any policy or practice that has the effect of discriminating on such basis.
2. **No Discrimination on the Basis of Health or Protected Classification.** Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, sections 438.3(d)(3) and (4), and state law, the Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in Santa Barbara County who require an assessment or meet medical necessity criteria for specialty mental health services. Nor shall Contractor engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.
3. **No Discrimination against Handicapped Persons.** No Discrimination against Handicapped Persons. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted program or activity, and shall comply with the implementing regulations Parts 84 and 85 of Title 45 of the C.F.R., as applicable.
4. **Determination of Medical Necessity.** Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to California Code of Regulations, Title 9, Sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.
5. **No Discrimination under State Law.** Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)



**B. Federal Nondiscrimination Provisions.**

1. The Contractor will not discriminate against any employee or applicant for employment on the basis of any ground protected under federal law including race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary

of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor shall include the provisions of Paragraphs 5(B)(1) through 5(B)(7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or 38 U.S.C. Section 4212 of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

C. **Subcontracts.** The Contractor shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

6. **Audit.**

- A. Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of this Agreement, or determinations of amounts payable available at any time for inspection, examination or copying by DHCS, Centers for Medicare & Medicaid Services (CMS), Health and Human Services (HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. § 438.230(c)(3)(i)-(ii).)
- B. If the County, DHCS, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the County, DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Contractor at any time. (42 C.F.R. § 38.230(c)(3)(iv).)

- C. The inspection shall occur at the Contractor's place of business, premises or physical facilities. Contractor shall keep books and records in a form maintained in accordance with the general standards applicable to such book or record keeping for a term of at least ten (10) years from the close of the state fiscal year in which this Agreement was in effect.
- D. This audit right will exist through ten (10) years from the final date of this Agreement period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).)

**7. Monitoring for Compliance.**

- A. County shall monitor Contractor's compliance with the provisions of this Agreement and the MHP and shall provide a corrective action plan if deficiencies are identified.
  - B. When monitoring activities identify areas of non-compliance, the County or DHCS shall issue reports to the Contractor detailing findings, recommendations, and corrective action. (Cal. Code Reg., tit. 9, § 1810.380.) Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to Cal. Code Reg., tit. 9, § 1810.385.
- 8. Hold Harmless.** Contractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the Contractor pursuant to this Agreement.
- 9. BWell Policy #3.004.** Contractor shall comply with the Department of Behavioral Wellness' Policy # 3.004 on advance directives and the County's obligations for Physician Incentive Plans, as applicable.
- 10. Overpayments.** If the Contractor discovers an overpayment, Contractor must notify the County in writing of the reason for the overpayment. Any overpayments of contractual amounts must be returned via direct payment within 30 calendar days to the County after the date on which the overpayment was identified. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within the required timeframe.
- 11. MHP Exhibit D(F).** Sections 5 Subcontract Requirements, 7 Audit and Record Retention, 9 Federal Contract Funds, 10 Intellectual Property Rights, 11 Air and Water Pollution, 13 Confidentiality of Information, 17 Human Subjects Use, 19 Debarment and Suspension Certification, 20 Smoke-Free Workplace Certification, 24 Officials Not to Benefit, and 32 Lobbying Restrictions and Disclosure Certification of Exhibit D(F) of the MHP, Contract Numbers 17-94613 and 17-94613 A01, are hereby incorporated by reference into this Agreement.

**V. Delete Subsection D of Section 3 (Qualifications and Screening of Professionals) of Exhibit A-2 (Staffing Services) and replace it with the following:**

- D. Criteria Must Be Met Two Weeks Prior to Assignment Start Date.** Failure to meet these criteria and/or "Conditions of Assignment" set forth in this Section 3.A. through 3.C. where applicable two (2) weeks PRIOR to Assignment start date, with the exception of Section 3.C.5 where it is within 6 months prior to initial Assignment of Professional or up to one week after the start of Professional's initial Assignment, may result in the delay of appointment and/or cancellation of Assignment offer. Once assigned, the Professional will be required to maintain these qualifications throughout the length of the Assignment. Failure to demonstrate (show proof of) qualifications shall result in the termination of Assignment.

VI. Delete Exhibit A-3 (Credentialing Requirements for Healthcare Professionals) in its entirety and replace it with the following:

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EXHIBIT A-3

**CREDENTIALING REQUIREMENTS FOR HEALTHCARE PROFESSIONALS**

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All Independent Contractor Professionals must meet the following requirements, as verified by Contractor to the best of Contractor's knowledge, using industry standard methods and means of verification:

1. **Drug Screen.** Proof of a negative drug screen is required prior to association with Contractor and annually thereafter if Professional is continually associated with Contractor. Drug screen is to consist of a 10-panel testing for Marijuana, Cocaine, Amphetamines (includes testing for Meth Amphetamines), Opiates, Propoxyphene, PCP, Barbiturates, Benzodiazepines, Methaqualone, and Methadone.
2. **Background Check.** Initial background check of a 7-year county criminal search for every county the Professional has lived in for the past seven years; annual background check thereafter if Professional is continually associated with Contractor. Contractor's background check is to require the following searches: OIG, EPLS, OFAC, and Sexual Offender Registry. Professionals with felony convictions are not eligible for hiring to provide professional services. Any other non-felony records or evidence of non-felony convictions will be provided to County for review prior to entering into any Agreement. Subcontracting of the background check requirement to a nationally recognized credentialing verification organization (CVO) may be substituted with the concurrence of the County.
3. **Health Screening.** Professionals are required to pass a Health Screening. The Health Screening includes, but is not limited to, a physical exam, assessment of immunization status, and a TB screening and shall be conducted within six (6) months prior to initial Assignment of Professional or up to one (1) week after the start of Professional's initial Assignment by a lawfully authorized person who can verify that the Professional does not have any health condition that would create a hazard to the Professional, staff or clients, to include but not limited to the following:
  - i. **Physical Examination.** Evidence of an acceptable physical with no work restrictions within 6 months is required prior to initial Assignment of Professional or within one week after the start of Professional's initial Assignment. County, at its discretion, may accept work restrictions of Professionals if reasonable accommodations can be made.
  - ii. **Tuberculosis (TB) Test.** Proof of negative TB test within 6 months prior to initial Assignment of Professional or up to one week after the start of Professional's initial Assignment by a lawfully authorized person who can verify that the Professional does not have any health condition that would create a hazard to the Professional, staff or clients, and on an annual basis and is to include:
    - a. Tuberculin Skin Test (TST);
    - b. Interferon-gamma release assay test, such as a Quantiferon (QFT).
    - c. For those Professionals that have tested positive for TB, TST or QFT, proof of a negative chest x-ray will be required.
      - (i.) If the chest x-ray is negative, the Professional will be required to complete a symptom questionnaire on an annual basis.

- d. Annually, complete TB screening 30 days from the anniversary date of Professional's last TB screening.
  - (i.) Annual TB screening is an ongoing condition of assignment at the County Psychiatric Hospital Facility.
- iii. **Immunization Records.** For vaccine preventable diseases, proof provided of immunization records, laboratory titer test results or a vaccination declination form is required for all Professionals prior to initial Assignment of Professional and to include but not limited to the following and in compliance with all County requirements and the State Public Health Officer Orders as required, provided a copy of such requirements and Orders have been provided to Professional and Contractor in writing by County:
  - a. Hepatitis B;
  - b. Measles, Mumps and Rubella (MMR);
  - c. Varicella;
  - d. Tetanus-Diphtheria-Pertussis (Tdap);
  - e. Seasonal Influenza (during designated flu season only as determined by the County's Health Officer). Professionals that decline the influenza vaccination will be required to:
    - (i.) Complete the Influenza Vaccination Declination Form; and
    - (ii.) Must wear a procedure mask while on duty during flu season (the dates for the season are to be determined by the County's Health Officer and will be provided to Professional and Contractor in writing by County).
- iv. **California Department of Public Health, Public Health Officer Order, Health Care Worker COVID-19 Vaccine Requirement.**
  - a. In compliance with the State Public Health Officer Order, Health Care Worker Vaccine Requirement, and any amendments or updates that may hereafter be in force, Contractor shall, at its sole cost and expense, promptly provide to County proof of:
    - (i.) Vaccination and boosters for its Professionals; or
    - (ii.) Exemption status and testing results for its Professionals.
  - b. This requirement applies to all of Contractor's Professionals who provide services or work in "Health Care Facilities" as described in the State Public Health Officer Order.
  - c. The State Public Health Officer Order is subject to change, but the current order is available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Health-Care-Worker-Vaccine-Requirement.aspx>.
- 4. **Communicable Diseases.** Professionals diagnosed with certain reportable communicable diseases will not be allowed to work at the Psychiatric Health Facility ("PHF"). County will provide in writing to Contractor a list of such reportable communicable diseases.
  - i. In the event a Professional's Assignment is terminated following diagnosis of a communicable disease, the Professional must be cleared prior to starting a new Assignment by the County designated occupational health provider.
- 5. **Cardiac Pulmonary Resuscitation (CPR).** Certification must be current and valid. Online CPR course certifications are acceptable.

6. **Measles, Mumps and Rubella (MMR).** Proof of MMR vaccinations is required for all Professionals working with children.
7. **Expired Documentation.** Professionals will NOT be allowed to work with an expired drug screen or TB test. Professionals will have a 30-day grace period to update their CPR or other advanced certifications required for their assignment with the County.
8. **Certificates/Licenses.** Provide to Behavioral Wellness Quality Care Management Team (QCMT) a current copy of the physician’s Drug Enforcement Agency (DEA) certificate and physician’s license.
9. Failure of Professional to meet any of the requirements set forth in this Exhibit A-3 shall result in termination of Assignment for Cause.

**VII. Delete Section I (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 rate specified in the Exhibits B-1, and for payment of any placement fee, Contractor shall be paid as set forth in Exhibit A-2, Section 8 (Employment or Contracting of Professionals), with a maximum agreement amount not to exceed **\$2,690,000** for the period of July 1, 2021 through June 30, 2023, inclusive of \$1,300,000 for FY 21-22 and \$1,390,000 for FY 22-23. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this maximum contract amount for Contractor’s performance hereunder and for payment of any placement fee without a properly executed amendment.

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

**EXHIBIT B-1- MHS  
SCHEDULE OF RATES AND CONTRACT MAXIMUM  
(Applicable to programs described in Exhibit A-2)**

FY 2021-2022			
Service	Weekday Rate	Night/Weekend Rate*	Travel Rate**
Multi-Specialty E/M Professional Coders (Psych & Behavioral Health)	\$55	N/A	N/A
LCSW/LMFT	\$61	\$63	\$75
RN	\$68	\$70	\$82
RN (supervisory role)	\$79	\$81	\$95
LVN/LPT/Other Approved PHF Unit Modalities	\$49	\$51	\$65
CNA	\$27	\$29	\$38
Caregiver	\$23	\$25	N/A
Occupational/Physical Therapist	\$80	\$82	\$90
Recreational Therapist	\$68	\$70	
Nurse Practitioners	As mutually agreed in writing by both parties, up to \$100 per hour depending on experience and qualifications		
<b>FY 21-22 Total Agreement Maximum Not to Exceed:</b>		<b>\$1,300,000</b>	

FY 2022-2023			
Service FY 2022-2023	Weekday Rate	Night/Weekend Rate*	Travel Rate**
Multi-Specialty E/M Professional Coders (Psych & Behavioral Health)	\$55	N/A	N/A
LCSW/LMFT	\$61	\$63	N/A
RN	\$68	\$70	\$110
RN (supervisory role)	\$79	\$81	\$110
LVN/LPT/Other Approved PHF Unit Modalities	\$49	\$51	\$65
CNA	\$27	\$29	\$38
Caregiver	\$23	\$25	N/A
Occupational/Physical Therapist	\$80	\$82	\$90
Recreational Therapist	\$68	\$70	
Nurse Practitioners	As mutually agreed in writing by both parties, up to \$100 per hour depending on experience and qualifications		
<b>FY 22-23 Total Agreement Maximum Not to Exceed:</b>		<b>\$1,390,000</b>	
<b>FY 21-23 Total Agreement Maximum Not to Exceed:</b>		<b>\$2,690,000</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:** A 13-week full-time commitment consisting of a 12-hour night shift.

**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 with 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 p.m.)  
 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 p.m.)  
 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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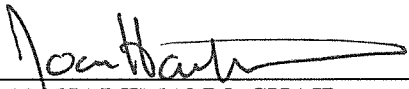


**SIGNATURE PAGE**

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 OF SANTA BARBARA:**

By:   
JOAN HARTMANN, CHAIR  
BOARD OF SUPERVISORS  
Date: 7-12-22

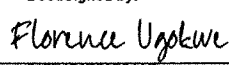
**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:   
Deputy Clerk  
Date: 7-12-22

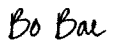
**CONTRACTOR:**

**MAXIM HEALTHCARE STAFFING SERVICES, INC.**

By:   
Authorized Representative  
Name: Florence Ugokwe  
Title: Assistant Controller  
Date: 6/29/2022

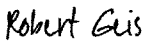
**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL

By:   
Deputy County Counsel


**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By:   
Deputy


**RECOMMENDED FOR APPROVAL:**

ANTONETTE NAVARRO, LMFT  
DIRECTOR, DEPARTMENT OF BEHAVIORAL WELLNESS

By:   
Director

**APPROVED AS TO INSURANCE FORM:**

GREG MILLIGAN, ARM  
RISK MANAGER, DEPARTMENT OF RISK MANAGEMENT

By:   
Risk Manager