

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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SIGNATURE PAGE FOLLOWS

