

**THIRD AMENDED AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

BC 18-217

This is the Third Amended Agreement for Services of Independent Contractor, referenced as BC 18-217 by and between the County of Santa Barbara (County) and **Maxim Healthcare Staffing Services, Inc.** (“Contractor”) (hereafter Agreement) 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 special services required by County and County desires to continue to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

WHEREAS, the County Board of Supervisors finds that it is in the economic interest of the County to provide temporary help by contract for peak loads, temporary absences, or emergencies, rather than employing persons for such purpose;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor with Maxim Healthcare Services, Inc., referred to as BC 18-217, on May 8, 2018 for the provision of locum tenens psychiatry services, for a total amount not to exceed \$1,000,000 for the period of July 1, 2018 through June 30, 2019;

WHEREAS, the County Board of Supervisors authorized the County to enter into a First Amended Agreement for Services of Independent Contractor, referred to as BC 18-217, on June 4, 2019 to add funds in the amount of \$131,000 to FY 18-19 for a new FY 18-19 total of \$1,131,000 and to extend the term of the agreement to June 30, 2020 for a new contract maximum not to exceed **\$2,131,000**, inclusive of the \$1,131,000 for FY 18-19 and \$1,000,000 for FY 19-20 for the period of July 1, 2018 through June 30, 2020;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Second Amended Agreement for Services of Independent Contractor, referred to as BC 18-217, on June 2, 2020 to update Maxim Healthcare Services, Inc.’s restructuring as an organization and transferring all of its operations and staffing to Maxim Healthcare Staffing Services, Inc., a newly formed Maryland corporation, as well as added a Recreational Therapist position for FY 20-21, added language to allow temporary staff to move to permanent positions without incurring a placement fee, updated certain sections within the First Amended Agreement as provided in the Second Amended Agreement, and increased the amount of the agreement by \$360,000 for FY19-20 due to a greater need for services than contemplated by the First Amended Agreement, and extended the term of the agreement to June 30, 2021 for an amount not to exceed \$900,000 for FY 20-21, for a new total contract maximum not to exceed **\$3,391,000** inclusive of \$1,131,000 for FY 18-19, \$1,360,000 for FY 19-20, and \$900,000 for FY 20-21 with the Second Amended Amendment incorporating the other terms and conditions set forth in the First Amended Agreement approved by the County Board of Supervisors June 4, 2019, except as modified by the Second Amended Agreement;

WHEREAS, the County and Contractor wish to enter into a Third Amended Agreement for Services of Independent Contractor, referred to as BC 18-217 to add needed positions, update the overtime provision to comply with State regulations, update drug test requirement language; and increase the maximum contract amount by \$930,000 for FY 20-21 due to unanticipated staffing needs, for a total contract maximum not to exceed **\$4,321,000** inclusive of \$1,131,000 for FY 18-19, \$1,360,000 for FY 19-20, and \$1,830,000 for FY 20-21 for the period of July 1, 2018 through June 30,

2021 with the Third Amended Agreement incorporating the other terms and conditions set forth in the Second Amended Agreement (which incorporates the other terms and conditions of the First Amended Agreement approved by the County Board of Supervisors on June 4, 2019 except as modified by the Second Amended Agreement), except as modified by this Third Amended Agreement; and

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

I. Delete Section 1, Exhibit B and replace with the following:

1. CONTRACT MAXIMUM VALUE. For services to be rendered under this contract, Contractor shall be paid at the hourly rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed **\$4,321,000** inclusive of \$1,131,000 for FY 18-19, \$1,360,000 for FY 19-20, and \$1,830,000 for FY 20-21.

II. Delete Exhibit B-1 Schedule of Fees FY 20-21 and replace with the following:

**EXHIBIT B-1
SCHEDULE OF FEES
FY 20-21**

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	N/A
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		
FY 20-21 Total Contract Maximum Not to Exceed:			\$1,830,000
FY 18-21 Total Contract Maximum Not to Exceed:			\$4,321,000

***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:** A 12-week full time commitment from 7 p.m. to 7 a.m. 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 over 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 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. This Third Amended Agreement incorporates the other terms and conditions set forth in the Second Amended Agreement (which incorporates the terms of the First Amended Agreement approved by the County Board of Supervisors June 4, 2019 except as modified by the Second Amended Agreement), except as modified by this Third Amended Agreement. **All other terms shall remain in full force and effect.**

SIGNATURE PAGE

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 Agreement to be effective on the date executed by the COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

MAXIM HEALTHCARE STAFFING SERVICES, INC.

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

PAM FISHER, PSY.D., ACTING DIRECTOR
DEPARTMENT OF BEHAVIORAL WELLNESS

By: _____
Acting Director

APPROVED AS TO FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: _____
Risk Manager