



County of Santa Barbara
BOARD OF SUPERVISORS

Minute Order

June 2, 2020

Present: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

BEHAVIORAL WELLNESS

File Reference No. 20-00366

RE: Consider recommendations regarding an Amendment to the Agreement for Services of Independent Contractors with Maxim Healthcare Staffing Services, Inc. for Fiscal Years (FY) 2018-2021, as follows:

a) Approve and authorize the Chair to execute a Second Amendment to the Agreement for Services of Independent Contractor with Maxim Healthcare Staffing Services, Inc., a Maryland corporation (not a local vendor), for the provision of locum tenens psychiatry services to reflect the Contractor's corporate restructuring, add a Recreational Therapist position for FY 2020-2021, add language to allow temporary staff to move to permanent positions without incurring a placement fee, update certain other provisions as set forth in the Second Amended Agreement, extend the term of the Agreement to June 30, 2021, and add \$900,000.00 for FY 2020-2021, and increase the maximum contract amount by \$360,000.00 for FY 2019-2020 for a total contract maximum not to exceed \$3,391,000.00 inclusive of \$1,131,000.00 for FY 2018-2019, \$1,360,000.00 for FY 2019-2020, and \$900,000.00 for FY 2020-2021;

b) Delegate to the Behavioral Wellness Director the authority to add positions and/or approve rate changes not to exceed 10 percent of the rate currently stated in Exhibit B-1, subject to the procedures set forth in Exhibit B, Section 2 in the First Amended Agreement, without returning to the Board with a separate amendment, and make immaterial changes to the agreement so long as the total contract maximum is unchanged, subject to the Board's ability to rescind this delegated authority 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 which may result in a potentially 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 Hartmann, seconded by Supervisor Williams, that this matter be acted on as follows:

a) Approved and authorized; Chair to execute; and

b) and c) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, 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: June 2, 2020
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Alice Gleghorn, PhD, Director *AG*
Director(s) Department of Behavioral Wellness, 805-681-5220
Contact Info: Dr. Ole Behrendtsen, Medical Director
Behavioral Wellness, 681-5220
SUBJECT: Behavioral Wellness Staffing Contract - Amend and Extend Maxim Healthcare Staffing Services, Inc. for FY 2018-2021

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 a Second Amendment to the Agreement for Services of Independent Contractor with **Maxim Healthcare Staffing Services, Inc.**, a Maryland corporation (not a local vendor), for the provision of locum tenens psychiatry services to reflect the Contractor's corporate restructuring, add a Recreational Therapist position for FY 20-21, add language to allow temporary staff to move to permanent positions without incurring a placement fee, update certain other provisions as set forth in the Second Amended Agreement, extend the term of the Agreement to June 30, 2021, and add \$900,000 for FY 20-21, and increase the maximum contract amount by \$360,000 for FY 19-20 for a total contract maximum not to exceed **\$3,391,000** inclusive of \$1,131,00 for FY 18-19, \$1,360,00 for FY 19-20, and \$900,000 for FY 20-21;
- B. Delegate to the Behavioral Wellness Director the authority 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 2 in the First Amended Agreement, without returning to the Board with a separate amendment, and make immaterial changes to the agreement so long as the total contract maximum is unchanged, subject to the Board's ability to rescind this delegated authority 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 which may result in a potentially 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:

The above-referenced item is on the agenda to request authorization to amend and extend the Maxim Healthcare Staffing Services, Inc. (Maxim Staffing) agreement through this Second Amendment to reflect the Contractor's corporate restructuring, add a Recreational Therapist position for FY 20-21, add language to allow temporary staff to move to permanent positions without incurring a placement fee, update certain other provisions as set forth in the Second Amended Agreement, extend the term of the Agreement to June 30, 2021 and increase the Agreement by \$360,000 for FY 19-20, for a new contract maximum not to exceed \$3,391,000 inclusive of \$1,131,00 for FY 18-19, \$1,360,00 for FY 19-20, and \$900,000 for FY 20-21. In addition, to delegate authority to the Behavioral Wellness (BeWell) Director, or designee, to amend or add hourly positions; approve, as needed, rate changes not exceeding 10% of the rate currently stated in Exhibit B-1 of the First Amended Agreement; and make immaterial changes to the Agreement. Approval of the recommended actions will allow BeWell to provide mandated and greatly needed psychiatry services due to unanticipated and ongoing staffing needs.

Background:

BeWell 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 psychiatric and nursing services. BeWell has experienced ongoing challenges that mirrors the national challenges of attracting and retaining qualified psychiatrists to work at the County's facilities. BeWell currently uses locum tenens temporary physicians to fill ongoing needs for psychiatric staff at outpatient facilities. Locums provide mandated psychiatric services such as diagnostic evaluations; medication evaluations; prescriptions for psychiatric medications; review, revision, and approval of client assessments; and participation in the development, review, revision, and approval of client treatment plans. Additionally, Maxim Staffing provides temporary nurse practitioners, occupational therapists, registered nurses, social workers, and professional coders to BeWell clinics and our other BeWell programs as needed. For FY 20-21, Maxim Staffing will begin referring Recreational Therapists.

The County initially entered into an Agreement for Services of Independent Contractor with Maxim Healthcare Services, Inc. on May 8, 2018. Maxim Healthcare Services recently restructured as an organization and transferred all of its operations and staffing to Maxim Staffing, a newly formed Maryland corporation. Both Maxim Healthcare Services, Inc. and Maxim Staffing are owned by Maxim Healthcare Holdings, Inc. In accordance with Paragraph 18 of the Agreement, Maxim Staffing provided notice of the transfer from Maxim Healthcare Services, Inc. to Maxim Staffing and stated that Maxim Staffing shall remain fully responsible for compliance with all of the terms of the Agreement for the Agreement's duration. (Attachment B.)

Performance Outcomes:

For FY 19-20, BeWell is currently utilizing twenty-one (21) Maxim Staffing professionals consisting of Emergency Medical Technicians, Licensed Vocational Nurse, Registered Nurse, Social Worker Psychiatric Technician, and License Married Family Therapist. The staff referred by Maxim are diverse and skilled to meet level of staffing required by BeWell. They are providing services throughout the County at various programs ranging from adult to children's services.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

Funding Sources	FY 18-19	FY 19-20	FY 20-21	Total Cost FY 18-21
General Fund				
State	\$ 565,500.00	\$ 680,000.00	\$ 450,000.00	\$ 1,695,500.00
Federal	\$ 565,500.00	\$ 680,000.00	\$ 450,000.00	\$ 1,695,500.00
Fees				
Other:				
Total	\$ 1,131,000.00	\$ 1,360,000.00	\$ 900,000.00	\$ 3,391,000.00

Narrative: The above-referenced contract is funded by State and Federal funds. The funding sources are included in the FY 2019-2020 Adopted Budget and are in the FY 2020-2021 Proposed 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 performance of assigned duties. BeWell may terminate individual temporary staff with or without cause and Maxim Staffing is required to provide Professional Liability insurance for the temporary personnel placed with the County.

Special Instructions:

Please return one (1) Minute Order and one (1) complete copy of each of the above contracts to dmorales@co.santa-barbara.ca.us and one (1) to bwellcontractsstaff@co.santa-barbara.ca.us.

Attachments:

- Attachment A: Maxim Healthcare Staffing Services FY 18-21 BC 18-217 AM2
- Attachment B: Maxim Healthcare Staffing Services, Inc. Notice of Assignment of Agreement and Change of Control
- Attachment C: Maxim Healthcare Services FY 18-20 BC 18-217 AM1
- Attachment D: Maxim Healthcare Services FY 18-19 BC 18-217

Authored by:

D. Morales

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

BC 18-217

THIS Amendment to the 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”) **dba as Maxim Staffing** (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 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 provisions 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 (the “Agreement”);

WHEREAS, Maxim Healthcare Services, Inc. restructured as an organization and transferred all of its operations and staffing to Maxim Healthcare Staffing Services, Inc., a newly formed Maryland corporation (“Maxim Staffing”). Both Maxim Healthcare Services, Inc. and Maxim Staffing are owned by Maxim Healthcare Holdings, Inc. In accordance with Paragraph 18 of the Agreement, Maxim Staffing provided notice of the transfer from Maxim Healthcare Services, Inc. to Maxim Staffing and stated that Maxim Staffing shall remain fully responsible for compliance with all of the terms of the Agreement for the Agreement’s duration.

WHEREAS, the County and Contractor wish to enter into a Second Amended Agreement to update Contractor’s name, add a Recreational Therapist position for FY 20-21, add language to allow temporary staff to move to permanent positions without incurring a placement fee, update certain sections within the First Amended Agreement as provided in this Second Amended Agreement, increase 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 extend 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;

WHEREAS, this Second Amended Agreement incorporates 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 this Second Amended Agreement;

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

I. Delete Section 1. (Notices), Section 3. (Term), Section 34 (Business Associate), and Section 38 (Prohibition of Expending Local Agency State or Federal Funds for Lobbying) and replace with the following:

1. NOTICES.

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Medical Director
Santa Barbara County
Department of Behavioral Wellness
300 N. San Antonio Road
Santa Barbara, CA 93110

To Contractor: Jeremiah Lee, Controller
Maxim Healthcare Staffing Service, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

2. TERM.

Contractor shall commence performance on **7/1/2018** and complete performance by **6/30/2021**, unless otherwise directed by County or unless earlier terminated.

34. BUSINESS ASSOCIATE.

As applicable, the parties agree to the terms and conditions set forth in Exhibit BAA – HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

38. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

Contractor shall complete a Certification Regarding Lobbying and, if applicable, the Standard Form – LLL Disclosure of Lobbying Activities attached hereto as Exhibit D (Lobbying Certifications).

II. Delete references to “Exhibit D – DHCS Provisions” throughout the Agreement.

III. Add Subsections E and F to Section 2 (Description of Contractor Services) of Exhibit A (Statement of Work):

E. Cultural Competence. When recruiting for Professionals to provide services pursuant to the terms of this Agreement, Contractor shall consider County’s goal of building a staff that is 40% bilingual and bicultural in the County’s second threshold language, Spanish; and Contractor shall use its best efforts to hire and retain Professionals for County who meet this criterion. Contractor shall also require Professionals recruited for County to participate in County trainings in Cultural Competence.

F. Contractor shall provide Professional Liability insurance to Professionals referred by Contractor and retained by County.

IV. Add Subsection vi. to Section 4. A. (Description of Professional Services) of Exhibit A (Statement of Work):

vi. Recreational Therapist – Work in the PHF facility with client and under general supervision, perform the following, to include but not be limited to:

- a) Plan, organize, and supervise medically approved recreation programs for psychiatric clients;
- b) Observe patient behavior for significant signs of health or illness to report to staff;
- c) Lead individual and group recreation therapy sessions;
- d) Plan and lead group trips outside the psychiatric facility;
- e) Provide for patient safety and welfare during therapy sessions and community outings; and instruct and supervise patient use of equipment;
- f) Participate in development of patient's initial assessment, progress, treatment plans, and goals, as part of the treatment team;
- g) Select appropriate activities for diagnostic and treatment needs;
- h) Assist clients in establishing and accomplishing treatment goals; and write reports describing clients' initial assessment, behavioral changes, progress, or regression;
- i) Coordinate recreational therapy orientation and programs with nursing staff; and recommend and oversee purchase of recreational therapy equipment;
- j) Monitor and evaluate patient progress; and
- k) Perform related duties as required.

V. Delete Subsection B of Section 8 (Employment or Contracting of Professionals) of Exhibit A (Statement of Work) and replace with the following:

B. County acknowledges, understands, and agrees that (i) Contractor is not a permanent placement or recruiting agency; (ii) Contractor's business relies on each Professional's ability to provide locum tenens services to Contractor's clients; and (iii) Contractor would be substantially and irreparably harmed if County or any County, facility, entity, or organization controlling, controlled by, or under common control with County (each, a "County Affiliate"), were to employ or contract directly or indirectly with any Professional. However, should the County and Contractor mutually agree in writing at the initial onset of the Professional's placement that the County shall have the option to hire the Professional once the Professional has completed 1040 hours with the Contractor, the County shall not incur the placement fee as set forth in Section 8.C.

VI. Delete Section 1 (Drugscreen) of Exhibit A-1 (Credentialing Requirements for Healthcare Professionals) and replace it with the following:

1. **Drugscreen.** Proof of a negative Proof of a negative drugscreen is required prior to association with Contractor and annually thereafter if Professional is continually associated with Contractor. Drugscreen is to consist of 10 panel testing to include Marijuana, Cocaine,

Amphetamines (includes testing for Meth Amphetamines), Opiates, Propoxyphene, PCP, Barbiturates, Benzodiazepines, and Methadone.

VII. Delete Section 4 (Nondiscrimination) of Exhibit A-MHP (Subcontractor Terms) and replace with the following:

4. 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, part 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.** The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
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 insure 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 the 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 because of 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 CFR 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 CFR 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 hereto, 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 CFR 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 4(B)(1) through 4(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 CFR 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. 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.

VIII. Add Section 10 (MHP Exhibit D(F)) of Exhibit A-MHP (Subcontractor Terms).

- 10. MHP Exhibit D(F).** Paragraphs 5 Subcontract Requirements, 7 Audit and Record Retention, 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 are hereby incorporated by reference into this Agreement.

IX. 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 rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value 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.

X. Delete Exhibit B-1 Schedule of Fees and replace with the following:

SCHEDULE OF FEES

Service	Weekday Rate	Night/Weekend Rate
Multi-Specialty E/M Professional Coders (Psych & Behavioral Health)	\$52	N/A
LCSW/LMFT	\$58	\$60
RN	\$65	\$67
RN (supervisory role)	\$75	\$77
LVN/LPT/Other Approved PHF Unit Modalities	\$47	\$49
CNA	\$26	\$28
Caregiver	\$22	\$24
Occupational/Physical Therapist	\$76	\$78
Nurse Practitioners	As mutually agreed in writing by both parties, up to \$100 per hour depending on experience and qualifications	
FY 18-19 Total Contract Maximum Not to Exceed:		\$1,131,000

Service	Weekday Rate	Night/Weekend Rate
Multi-Specialty E/M Professional Coders (Psych & Behavioral Health)	\$55	N/A
LCSW/LMFT	\$61	\$63
RN	\$68	\$70
RN (supervisory role)	\$79	\$81
LVN/LPT/Other Approved PHF Unit Modalities	\$49	\$51
CNA	\$27	\$29
Caregiver	\$23	\$25
Occupational/Physical Therapist	\$80	\$82
Nurse Practitioners	As mutually agreed in writing by both parties, up to \$100 per hour depending on experience and qualifications	
FY 19-20 Total Contract Maximum Not to Exceed:		\$1,360,000

Service	Weekday Rate	Night/ Weekend Rate
Multi-Specialty E/M Professional Coders (Psych & Behavioral Health)	\$55	N/A
LCSW/LMFT	\$61	\$63
RN	\$68	\$70
RN (supervisory role)	\$79	\$81
LVN/LPT/Other Approved PHF Unit Modalities	\$49	\$51
CNA	\$27	\$29
Caregiver	\$23	\$25
Occupational/Physical Therapist	\$80	\$82
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:		\$900,000
FY 18-21 total Contract Maximum Not to Exceed:		\$3,391,000

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.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) hours per week. 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

XI. Add Exhibit D Lobbying Certifications:

Attachment 1

State of California Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Maxim Healthcare Services, Inc

Name of Contractor

Andrea Torres

Printed Name of Person Signing for Contractor

BC 18-217

Contract / Grant Number

[Handwritten Signature]

Signature of Person Signing for Contractor

5-18-2020

Date

Assistant Controller

Title

After execution by or on behalf of Contractor, please return to:

Santa Barbara County Department of Behavioral Wellness
Contracts Division
Attn: Contracts Manager
429 N. San Antonio Rd.
Santa Barbara, CA 93110

County reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 1

State of California Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

Santa Barbara County Department of Behavioral Wellness
Contracts Division
Attn: Contracts Manager
429 N. San Antonio Rd.
Santa Barbara, CA 93110

County reserves the right to notify the contractor in writing of an alternate submission address.

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p>b. material change</p> <p>For Material Change Only: Year _____</p> <p>quarter _____</p> <p>date of last report _____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier __, if known:</p> <p>Congressional District If known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District If known: _____</p>	
<p>6. Federal Department Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF THE SF-LLL, DISCLOSURE FOR LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the Individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

XII. 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:



GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date:

6-2-20

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:



Deputy Clerk

Date:

6-2-20

CONTRACTOR:

**MAXIM HEALTHCARE STAFFING
SERVICE, 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:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By:



Director

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGEMENT

By:

Risk Management

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: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

**MAXIM HEALTHCARE STAFFING
SERVICE, INC.**

By: _____
Authorized Representative

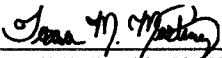
Name: _____

Title: _____

Date: _____

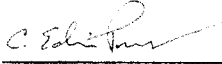
APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Teresa M. Martinez (May 20, 2020 09:10 PDT)
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: 
Risk Management

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: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

**MAXIM HEALTHCARE STAFFING
SERVICE, INC.**

By:  _____
Authorized Representative

Name: Andrea Torres

Title: Assistant Controller

Date: 5-18-2020

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:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management

ATTACHMENT B:

**MAXIM HEALTHCARE STAFFING
SERVICES, INC.**

**NOTICE OF ASSIGNMENT OF
AGREEMENT AND CHANGE OF
CONTROL**

MAXIM HEALTHCARE STAFFING SERVICES, INC.

May 12, 2020

County of Santa Barbara
300 N. San Antonio Road
Santa Barbara, CA 93110
Attn: Contracts Department

Re: Notice of Assignment of Agreement and Change of Control

Dear Contracts Department:

We are writing to inform you that Maxim Healthcare Services Inc. (Maxim) restructured as an organization. In connection with that restructuring, Maxim transferred all of its staffing operations and assets to Maxim Healthcare Staffing Services, Inc., a newly formed Maryland Corporation (Maxim Staffing); both Maxim and Maxim Staffing are owned by the same company, Maxim Healthcare Holdings, Inc., also a newly formed Maryland Corporation (Maxim Holding).

Maxim is currently a party with Santa Barbara County (Client) to that certain agreement Behavioral Wellness Staffing Contracts –Maxim Healthcare Services FY 18-19 Aml and extension into FY 19-20 dated July 1, 2018, together with any amendments, addenda, statements of work, exhibits and schedules thereto (the “Agreement”). In accordance with Paragraph 18 of the Agreement, Client’s consent is not required for an assignment “to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.”

Please accept this letter as notice required by Section 18 of the Agreement of assignment from Maxim to Maxim Staffing the latter of which shall now be responsible for the benefits thereof the Agreement and the obligations and liabilities therefore for the duration of the Term of the Agreement.

Should you have any questions or require additional information, please contact you Maxim Staffing Business Development Manager, Mark Wrightson at 805-489-7276 or via e-mail at mawrights@maxhealth.com.

Sincerely,

E-Signed : 05/12/2020 02:09 PM EDT	
<i>Jessa Lombo</i>	
jekarko@maxhealth.com	
IP: 148.59.45.115	Sertifi Electronic Signature
DocID: 20200512100527789	

Regional Controller
Maxim Healthcare Staffing Services, Inc.