

**AGREEMENT**  
between  
**COUNTY OF SANTA BARBARA**  
and  
**MAXIM HEALTHCARE STAFFING SERVICES, INC.**  
for  
**FOR SUBSTITUTE AND TEMPORARY HEALTH CARE PERSONNEL**  
**FIRST AMENDMENT**  
**Effective February 27, 2023**

**THIS IS THE FIRST AMENDMENT** (hereafter referred to as First Amendment) to the Agreement for substitute and temporary health care personnel (hereafter Agreement), made by and between the County of Santa Barbara (COUNTY) and Maxim Healthcare Staffing Services, Inc. (hereafter CONTRACTOR).

**WHEREAS**, the parties desire to amend the Agreement that was effective July 1, 2022 and to adjust compensation;

**WHEREAS**, this First Amendment incorporates the terms and conditions set forth in the Agreement, approved by the County of Santa Barbara.

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

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.** The Agreement is amended as follows:

**Exhibit B “Payment Arrangements” Section A is deleted and replaced in its entirety with:**

- A. **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) as attached hereto and incorporated by this reference, with a maximum value up to but not to exceed \$800,000 for the term of this Agreement.
3. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
4. **Ratifications.** The terms and provisions set forth in this First Amendment 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 The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed, shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

First Amendment to Agreement for Substitute and Temporary Health Care Personnel  
**County of Santa Barbara and Maxim Healthcare Staffing Services, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to be effective February 27, 2023.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

Das Williams

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Mouhanad Hammami  
Public Health Director

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer  
Auditor-Controller

By: \_\_\_\_\_  
Department Head

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO FORM:**

Gregory Milligan, ARM  
Risk Manager

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Risk Management

First Amendment to Agreement for Substitute and Temporary Health Care Personnel between the **County of Santa Barbara** and **Maxim Healthcare Staffing Services, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to be effective February 27, 2023.

Maxim Healthcare Staffing Services, Inc.

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Date: \_\_\_\_\_