

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
MAXIM HEALTHCARE STAFFING SERVICES, INC.
for
FOR SUBSTITUTE AND TEMPORARY HEALTH CARE PERSONNEL
THIRD AMENDMENT

THIS IS THE THIRD AMENDMENT (hereafter referred to as Third 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; and,

WHEREAS, effective February 27, 2023 the parties agreed to a First Amendment to the Agreement which increased the total Agreement amount by \$550,000 for a revised total Agreement amount not to exceed \$800,000, without a change to the period of performance; and,

WHEREAS, effective November 28, 2023 the parties agreed to a Second Amendment to the Agreement which increased the total Agreement amount by \$650,000 for a revised total Agreement amount not to exceed \$1,450,000, without a change to the period of performance; and,

WHEREAS, this Third Amendment incorporates the terms and conditions set forth in the Agreement, First and Second Amendments 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 Third Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement, and First and Second Amendments.
2. **Amendments.** The Agreement is amended as follows:

Section 4 “TERM” is deleted and replaced in its entirety with:

4. **TERM**

CONTRACTOR commenced performance effective July 1, 2022 and will end performance upon completion, but no later than June 30, 2026 unless otherwise directed by COUNTY or unless earlier terminated.

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 \$2,080,000 for the term of this Agreement

Exhibit B “Payment Arrangements” Section E is added in its entirety as:

- E. In addition to the CONTRACT MAXIMUM VALUE, CONTRACTOR agrees to the following funding limitations:

Period	Funding Limitation Not to Exceed
July 1, 2022 to June 30, 2024	\$1,450,000
July 1, 2024 to June 30, 2025	\$315,000
July 1, 2025 to June 30, 2026	\$315,000

Exhibit B-1 Schedule of Rates is deleted and replaced in its entirety as attached hereto and incorporated herein by reference.

- 3. **Counterparts.** This Third 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 Third Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement, First Amendment, and Second Amendment. The terms and provisions of the Agreement, First Amendment, and Second Amendment, except as expressly modified and superseded by this Third 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.

[This area intentionally left blank. Signatures on following pages.]

IN WITNESS WHEREOF, the parties have executed this Third Amendment to be the Agreement for temporary healthcare personnel between County of Santa Barbara and Maxim Healthcare Staffing Services, Inc. to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Steve Lavagnino

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

DocuSigned by:
By: Mouhanad Hammami
4F9DA0211226448...
Department Head

DocuSigned by:
By: [Signature]
6BAAEA15901943F...
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO FORM:

Gregory Milligan, ARM
Risk Manager

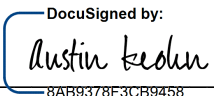
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By: [Signature]
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Deputy County Counsel

DocuSigned by:
By: Gregory Milligan
05F553F00269468...
Risk Management

Third 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 Third Amendment to be the Agreement for temporary health care personnel between County of Santa Barbara and Maxim Healthcare Staffing Services, Inc. to be effective on the date executed by COUNTY.

Maxim Healthcare Staffing Services, Inc.

By: 
8AB9378F3CB9458...
Authorized Representative

Name: Austin Keohn

Date: 5/21/2024

[This area intentionally left blank.]

EXHIBIT B – 1
Schedule of Rates

MAXIM HEALTHCARE STAFFING SERVICES, INC.
COUNTY STAFFING RATES FOR
SANTA BARBARA COUNTY PUBLIC HEALTH DEPARTMENT

Charges will be based on the following hourly rate schedule effective July 1, 2024: Service	Local Rate	Travel Rate
Temp Screeners	\$34.00	N/A
CNA	\$40.00	N/A
Certified Medical Assistant	\$40.00	N/A
Phlebotomist	\$45.00	N/A
LVN/ LPT	\$65.00	\$65.00
Registered Nurse- MedSurg	\$85.00	\$90.00
Registered Nurse- Specialty	\$88.00	\$93.00
Clinical Lab Scientist	\$80.00	\$90.00- \$95.00
LCSW/ LMFT	\$90.00	\$100.00

Annual Rate Increase. An annual rate increase of 0% will be added to each services type listed above on Date Increases Become Effective every year beginning in Year Increases Begin.

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and ending at 7:00 a.m. on Monday.

Orientation. Rates listed above will be charged for all time spent in required COUNTY orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have COUNTY supervisory approval. 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. Time and one-half will be charged for the following holidays:

New Year's Day	Martin Luther King Day	Presidents Day
Easter	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Eve (from 3 PM)
Christmas Day	New Year's Eve (from 3 PM)	Juneteenth Day