

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

**THIS IS THE SECOND AMENDMENT** (hereafter referred to as Second 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**, 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**, this Second Amendment incorporates the terms and conditions set forth in the Agreement and First Amendment, 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 Second Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement and First Amendment.
2. **Amendments.** The Agreement is amended as follows:

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

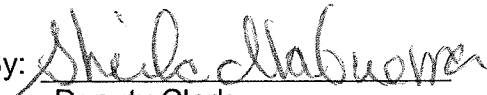
- A. **CONTRACT MAXIMUM VALUE.** For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1) as attached hereto and incorporated by this reference, with a maximum value up to but not to exceed \$1,450,000 for the term of this Agreement.
3. **Counterparts.** This Second 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 Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and First

Amendment. The terms and provisions of the Agreement and First Amendment, except as expressly modified and superseded by this Second 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.

**IN WITNESS WHEREOF**, the parties have executed this Second 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.


**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By:   
Deputy Clerk


**COUNTY OF SANTA BARBARA:**

Das Williams

By:   
Chair, Board of Supervisors  
Date: 11-28-23

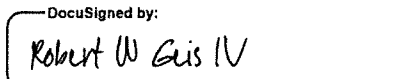
**RECOMMENDED FOR APPROVAL:**

Mouhanad Hammami  
Public Health Director

By:   
Department Head


**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer  
Auditor-Controller

By:   
Deputy


**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:   
Deputy County Counsel

**APPROVED AS TO FORM:**

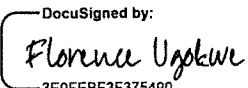
Gregory Milligan, ARM  
Risk Manager

By:   
Risk Management

Second 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 Second Amendment to 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:   
3E0FEBE3E37549D  
Authorized Representative

Name: Florence Ugokwe

Date: 11/14/2023

*[This area intentionally left blank.]*