



AMENDMENT NO. ~~56~~
TO
CONTRACT NO. MA-042-21011836
FOR
SURGE SERVICES

Style Definition:
Heading 1

Style Definition:
Article

This Amendment ("Amendment No. ~~56~~") to Contract No. MA-042-21011836 for Surge Services is made and entered into on ~~December~~ July 1, ~~2022~~2024 ("Effective Date") between Maxim Healthcare Staffing Services, Inc. ("Contractor"), with a place of business at 7227 Lee Deforest Drive, Columbia, MD 21046, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-21011836 for Surge Services, effective July 1, 2021 through June 30, 2024, in an amount not to exceed \$600,000; ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to Contract to add staffing classifications and service pay rates to Exhibit A and to increase the Period One Aggregate Maximum Obligation by \$8,000,000 from \$200,000 to \$8,200,000, for a revised cumulative Total Aggregate Maximum Obligation of \$8,600,000, effective January 1, 2022, to ensure continuity of COVID-19 disease control services; and

WHEREAS, the Parties executed Amendment No. 2 to Contract to add staffing classifications and service pay rates to Exhibit A; and

WHEREAS, the Parties executed Amendment No. 3 to Contract to add a staffing classification and service pay rate to Exhibit A and to increase the Period One Aggregate Maximum Obligation by \$5,500,000 from \$8,200,000 to \$13,700,000, the Period Two Aggregate Maximum Obligation by \$6,000,000 from \$200,000 to \$6,200,000, and the Period Three Aggregate Maximum Obligation by \$3,500,000 from \$200,000 to \$3,700,000, for a revised cumulative Total Aggregate Maximum Obligation of \$23,600,000, effective April 12, 2022, to ensure continuity of communicable disease control services; and

WHEREAS, the Parties executed Amendment No. 4 to Contract to add a staffing classification and service pay rate to Exhibit A; and

WHEREAS, the Parties ~~now desire to enter into this~~executed Amendment No. 5 to ~~modify Paragraph XVI. MAXIMUM OBLIGATION,~~Contract to decrease the Period Three Aggregate Maximum Obligation by \$2,500,000 from \$3,700,000 to \$1,200,000, and to increase the Period Two Aggregate Maximum Obligation by \$2,500,000 from \$6,200,000 to \$8,700,000; and

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WHEREAS, the Parties now desire to enter into this Amendment No. 6 to Contract to renew the Contract for two years, in an aggregate maximum obligation of \$2,000,000 for the renewal period, for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

NOW THEREFORE, the Parties amend the Contract as follows:

~~1. The Period Two Aggregate Maximum Obligation is increased by \$2,500,000 from \$6,200,000 to \$8,700,000 and the Period Three Aggregate Maximum Obligation is decreased by \$2,500,000 from \$3,700,000 to \$1,200,000, for an unrevised cumulative Total Aggregate Maximum Obligation of \$23,600,000.~~

1. Page 4, The Contract is renewed for a period of two years, effective July 1, 2024 through June 30, 2026, for an aggregate maximum obligation of \$2,000,000 for this renewal period, for a revised cumulative total aggregate maximum obligation of \$25,600,000.

2. Referenced Contract Provisions, Master Agreement Term and Aggregate Maximum Obligation ~~section~~ provisions, of the Contract ~~is~~ are deleted in ~~its~~ their entirety and replaced with the following:

“Master Agreement Term: July 1, 2021 through June 30, 2026

Period One means the period from July 1, 2021 through June 30, 2022

Period Two means the period from July 1, 2022 through June 30, 2023

Period Three means the period from July 1, 2023 through June 30, 2024

Period Four means the period from July 1, 2024 through June 30, 2025

Period Five means the period from July 1, 2025 through June 30, 2026

Aggregate Maximum Obligation: \$~~23~~25,600,000

Period One Aggregate Maximum Obligation: \$ 13,700,000

Period Two Aggregate Maximum Obligation: \$ 8,700,000

Period Three Aggregate Maximum Obligation: \$ 1,200,000

Period Four Aggregate Maximum Obligation: \$ 1,000,000

Period Five Aggregate Maximum Obligation: \$ 1,000,000

TOTAL AGGREGATE MAXIMUM OBLIGATION: \$ ~~23~~25,600,000”

This Amendment No. ~~56~~ modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. ~~56~~ and the Contract, including all previous amendments, the terms and conditions of this Amendment No. ~~56~~ prevail. In all other respects, the terms and conditions of the Contract and its amendments not specifically changed

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by this Amendment No. 56 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 56. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: MAXIM HEALTHCARE STAFFING SERVICES, INC.

_____	_____
Print Name	Title
_____	_____
Signature	Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____	_____
Print Name	Title
_____	_____
Signature	Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

_____	<u>Deputy County Counsel</u>
<u>Print Name</u>	<u>Title</u>
_____	_____
<u>Signature</u>	<u>Date</u>

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