

**AMENDMENT #2 TO VENTURA COUNTY CONTRACT #8999 To
Provide Supplemental Staffing**

This Second amendment to “Supplemental Staffing Agreement” identified as Ventura County Contract No. 8999 (the “**Agreement**”) is made and entered into by and between the County of Ventura (“**Client**”) and Maxim Healthcare Services Holdings, Inc. dba Maxim Healthcare Staffing Services, Inc. (“**Contractor**”) (each a “**Party**” and collectively the “**Parties**”).

The Parties hereby agree that the referenced Agreement is amended effective January 23, 2024, as follows:

1. “Schedule A – All Inclusive Rate Schedule” is replaced in its entirety with the attached “Schedule A – All Inclusive Rate Schedule.”

Except as expressly amended herein, all other terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto execute this Amendment on the dates written below:

COUNTY OF VENTURA

**Maxim Healthcare Services Holdings, Inc. dba
Maxim Healthcare Staffing Services, Inc.**

Signature

Authorized signature

Printed name

Printed name

Title

Title

Date

Date

Authorized signature

Printed name

Title

Date

**Schedule A – All Inclusive Rate Schedule
Effective January 23, 2024**

Positions	Maximum Local Rate (all-inclusive hourly rate)
Associate Clinical Social Worker (ASW)	\$ 80.00
Certified Nursing Assistant	\$ 45.00
Clinical Laboratory Scientist	\$ 115.00
Community Health Worker	\$ 45.00
Community Services Worker I	\$ 45.00
Community Services Worker II	\$ 50.00
Dietician	\$ 80.00
EMT	\$ 48.00
Instrument Technician	\$ 70.00
Lab Assistant	\$ 45.00
Licensed Clinical Social Worker (LCSW)	\$ 90.00
Licensed Marriage and Family Therapist (LMFT)	\$ 90.00
Licensed Vocational Nurse	\$ 68.00
Medical Assistant	\$ 55.00
Medical Office Assistant	\$ 45.00
Occupational Therapist	\$ 110.00
Occupational Therapy Assistant	\$ 75.00
Office Assitant	\$ 40.00
Phlebotomist	\$ 55.00
Physical Therapist	\$ 115.00
Physical Therapy Assistant	\$ 75.00
Radiology Technician	\$ 90.00
Registered Nurse (RN) Oncology	\$ 130.00
Registered Nurse (RN)/Clinic	\$ 90.00
RN Case Manager	\$ 110.00
Social Worker - Masters	\$ 65.00
Speech Therapist	\$ 135.00
Sterile Processing Technician	\$ 70.00
Surgical (OR) Technician	\$ 90.00
Ultrasound Technician	\$ 90.00
Senior Dental Assistant	\$ 55.00
Dental Assistant	\$ 50.00

All rates stated in the Agreement are all-inclusive and include, but are not limited to: recruitment fees, travel reimbursement, lodging reimbursement, meal & incidental expense per diem reimbursement and compensation for Contractor Staff.

Overtime pay rate is equal to one and one-half (1.5) times the regular rate for applicable shift (based on a 40-hour week worked at Client facility unless applicable law mandates

otherwise) and will be billed based on hours worked over scheduled short hours. Double-time will be billed at two (2) times the regular rate. For work performed in California, double-time is defined as work in excess of twelve (12) hours in a workday and all hours worked in excess of eight (8) on the seventh consecutive day of work in a workweek. For regular schedules of twelve (12) hours, overtime pay rate will only apply for work in excess of twelve (12) hours per shift unless applicable law mandates otherwise.

Holidays: Work performed on New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be invoiced at a premium Holiday rate of one and one-half (1.5) times the regular rate. Holidays begin at 7:00 PM the night before the holiday, and end at 7:00 AM the day after the holiday.

Standby Premium Pay. Client will pay for “scheduled/formal standby” hours, defined as hours where the Staff is not required to stay on the facility’s premises, at the rate of \$9.00 per hour, unless applicable law mandates otherwise, in which case Client will pay for such hours in accordance with applicable law. If Staff is called back to work for Client while serving in a “scheduled/formal standby” capacity, the “scheduled/formal standby” charge will cease, and Client will instead pay Contractor the applicable rate for the duration of the call-back period. The minimum call-back period is two (2) hours. No Staff shall be paid for call-back time and “scheduled/formal standby” simultaneously. There is no “volunteer standby” status. Call-back Premium Pay will be one and one-half (1.5) times the regular rate.

Orientation. Client will provide Staff with orientation in accordance with the standards of The Joint Commission and Client’s policies. All time spent by travel Staff in Client-provided or required orientation is billable.

The following Conversion Fees apply to Direct Client Employment, as defined in Section 3.4 of the Agreement:

Conversion Rate - % of First Year Earnings pursuant to Direct Client Employment	Straight Time Hours Worked and Billed to Client by Contractor Prior to Direct Client Employment
20%	Introduction – 480 hours
15%	481 hours – 1040 hours
7.5%	1041 hours +

The contract not-to-exceed amount shall be increase by one million six hundred sixty-six thousand dollars (\$1,666,000) for a total not-to-exceed amount of two million two hundred

sixty-six thousand dollars (\$2,266,000) for fiscal year 2023-2024 and two million eighty-five thousand dollars (\$2,085,000) per any fiscal year thereafter.