



State of Oklahoma Office of Management and Enterprise Services

STATE OF OKLAHOMA AMENDMENT NO. 1 TO STATEWIDE CONTRACT WITH MAXIM HEALTHCARE STAFFING SERVICES INC.

This First Amendment (“Amendment”) to Oklahoma Statewide Contract No. 0132 - Temporary Staffing Services Non-Negotiable Statewide Contract (“SW0132”) is effective as of August 1, 2025, between the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”) and **Maxim Healthcare Staffing Services, Inc.** (“Supplier”). This Amendment supplements and amends SW0132 entered into and effective March 1, 2024, including all supplements and amendments thereto. Unless otherwise indicated herein, capitalized terms used in this Amendment without definition shall have the respective meanings specified in the Contract.

For good and valuable consideration, the parties agree to amend the Contract as follows:

1. Supplier and State desire to amend the Contract (as defined in the Contract) to add a paragraph under Section 26 Miscellaneous in Attachment B, that states the following:
 - a. **“26.17 Time:**
 - i. State may be billed for overtime and holiday rates in accordance with the current state and federal laws where such services are being provided. All overtime may be billed at a maximum of 1.5 times the bill rate.
 - ii. 1.50 times the bill rate may be charged for any patient contact on New Year’s Day, Memorial Day, Independence Day, Thanksgiving, Christmas Day, Labor Day and/or any holiday that is recognized by the facility regardless of whether these holidays occur on a weekday or a weekend. These holidays start at 12:00am and cease at 11:59:59pm on the day of.
 - iii. Any overtime and holiday rate hours incurred by the Supplier in the performance of this Agreement must have been agreed to at the Order level and have received prior written approval from the Agency. The Supplier shall not invoice the Agency for any overtime costs unless such overtime has been explicitly authorized in writing by the Agency in advance. Failure to obtain prior written approval will result in non-payment for said overtime hours.”
2. In the event of a conflict between the terms and conditions hereof and the terms and conditions of the Contract, the specific terms set forth in this Amendment shall govern the subject matter herein.

3. Except as expressly modified in this Amendment, all terms and/or provisions of the Contract not addressed herein remain as executed by the parties in the Contract and remain in full force and effect.

4. This Amendment may be executed by electronic signature in counterparts (e-mail, facsimile or otherwise). The counterparts each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

Signatures

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Amendment and to bind their respective party thereto:

**STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES:**

Maxim Healthcare Staffing Services, Inc.

By: 
Amanda Otis (Aug 11, 2025 08:07:27 CDT)

Signed by:
By: 
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Name: Amanda Otis

Name: Tyler Emanuel

Title: State Purchasing Director

Title: Assistant Controller

Date: Aug 11, 2025

Date: 05-Aug-25