



AMENDMENT (“Amendment”) OF THE FACILITY STAFFING AGREEMENT (“Agreement”) BETWEEN MAXIM HEALTHCARE STAFFING SERVICES, INC. AND Making Waves Academy

This Amendment is incorporated in the Agreement as of (“Effective Date”), 7/1/2020 between, Making Waves Academy (hereinafter referred to as “FACILITY”) and **Maxim Healthcare Staffing Services, Inc.**, (hereinafter referred to as “MAXIM”).

RECITALS

WHEREAS, FACILITY and MAXIM entered into the Agreement with an effective date of August 1, 2018.

WHEREAS, FACILITY and MAXIM wish to amend the Agreement and incorporate the following terms and conditions.

NOW THEREFORE, the parties do mutually agree as follows:

Temp to Perm. As of the Effective Date and Section 3.6 of the Agreement notwithstanding, FACILITY shall have the right to directly hire Luz Becerra, RN, (hereinafter the “EMPLOYEE”) as an employee in exchange for a placement fee of \$31,200.00. Section 3.6 as written in the Agreement shall continue to apply to any other MAXIM personnel retained by FACILITY. Once FACILITY hires EMPLOYEE, MAXIM is released from all staffing responsibility, employer obligations, and personnel matters related to EMPLOYEE, including, but not limited to insurance coverage, payment of wages or other forms of compensation, and mandatory state and federal withholdings. FACILITY agrees to indemnify, defend, and hold harmless MAXIM from any liability or claim, arising out of employment with FACILITY.

All other terms and conditions of the Agreement not amended hereby shall remain unchanged as stated in the original Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed below.

Accepted By:

:

Signature

Printed Name & Title

Date

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

Signature

Printed Name & Title

Date