

**SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
BOARD AGENDA ITEM – January 18, 2021**

DEPARTMENT/SCHOOL INITIATED AGREEMENT

22-323-A-JE ESE Teachers, Behavior Specialist,

Behavior Technicians, and Paraprofessional -Amendment 1

<input checked="" type="checkbox"/> (BW) Bids Waived <input checked="" type="checkbox"/> (A) Agreement

REQUESTOR: Student Services

Legal Review Required: Yes No

Standard Template Used with No Changes: Yes No

Standard Template Type: Amendment

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Maxim Healthcare Staffing Services, Inc.	\$500,000.00	ESE Teachers, Board Certified Behavior Specialists, Behavior Technicians, and Paraprofessional
Total	\$500,000.00	

<input checked="" type="checkbox"/> Contract Amendment	New Contract Amount	\$500,000.00
<input type="checkbox"/> Recurring Contract	Previous Contract Amount	\$49,900.00
<input type="checkbox"/> New Contract	Variance	\$450,100.00

PRICE INCREASE / DECREASE EXPLANATION: Additional requested amount is estimated to cover the needed positions until the new solicitation is awarded. The initial contract started the process to get one ESE teacher immediately hired.

DISCUSSION:

This contract will allow Brevard Public Schools the opportunity to hire ESE Teachers, Board Certified Behavior Specialists, Behavior Technicians, and Instructional Assistants to satisfy our Exceptional Student Education staffing needs. These are critical shortage areas for which we have been unable to hire permanent staff

The standard amendment template has been used, which does not require legal review.

CONTRACT TERM:

The initial contract term shall commence January 19, 2022 and continue until June 30, 2022.

RECOMMENDATION:

It is the recommendation of Christine Moore, Assistant Superintendent of Student Services, and Dr. Kimberly Bias, Director of ESE Program Support to approve the attached Amendment-1 with Maxim Healthcare Staffing Services, Inc.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012



Agreement #: 22-323-A-JE A1
Approval Date: _____

Amendment 1
To Agreement Between
The School Board Of Brevard County, Florida
and
MAXIM HEALTHCARE STAFFING SERVICES, INC.
ESE Teacher, Board Certified Behavior Analyst, Behavior Technician, and Paraprofessional
Agreement # 22-323-A-JE

THIS AMENDMENT (hereinafter referred to as “Amendment”) to the agreement identified above (referred to as the “Agreement”) by and between The School Board of Brevard County, Florida, a political subdivision of the State of Florida, located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940, more commonly known as Brevard Public Schools (hereinafter referred to as “BPS”) and Maxim Healthcare Staffing Services, Inc. whose business address is 4811 Beach Blvd., Suite 400, Jacksonville, FL 32207, (hereinafter referred to as “Contractor”), is made as follows:

WITNESSETH:

WHEREAS, pursuant to the terms of the Agreement, the parties may amend the Agreement upon mutual written consent; and

WHEREAS, BPS and Contractor wish to amend the Agreement to modify the Not To Exceed amount through this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. The Not to Exceed Amount is modified to five hundred thousand dollars and zero cents (\$500,000.00).
2. Add the following clause to the agreement:
 - a. **E-Verify**. Under Executive Order 11-116, and Section 448.095, Fla. Stat., effective July 1, 2020, Contractor shall use the U.S. Agency of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor’s E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with BPS securing the same

services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

3. The above recitals are true and correct and are hereby incorporated by reference.
4. Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, BPS and Contractor agree that the terms of this Amendment shall prevail and control.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, BPS has made and executed this Amendment and Contractor has made and executed this Amendment on the day and year below written.

MAXIM HEALTHCARE STAFFING SERVICES, INC.

By: _____ Date: _____

Authorized Representative Signature

Print Name: _____

Title: _____

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____ Date: _____

Misty Belford, Board Chairperson

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT

Send required insurance certificates to the Procurement Department.

New Vendors: Send all completed Forms to the Procurement and Distribution Services Department.

Contractor Contact Name: Erin Gallagher or Ryan Lumping

Email Address: erinmiller@maxhealth.com or rylampin@maxhealth.com

Phone Number: (727)992-8849 or (513)-497-1002

Fax Number: (855)210-3418