

AGREEMENT FOR SERVICES #7954
AMENDMENT II

This Second Amendment to that Agreement for Services #7954, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Amergis Healthcare Staffing, Inc., a Maryland Corporation including its affiliates and subsidiaries, duly qualified to conduct business in the State of California, whose principal place of business is 7223 Lee DeForest Drive, Columbia, Maryland 21046 and whose local place of business is 2241 Harvard St, Suite 300, Sacramento, California 95815; and whose agent for service of process is Corporation Service Company doing business as CSC-Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide communicable disease screening, testing, triage, investigation contact tracing, vaccinations and staffing services pursuant to Agreement for Services #7954, dated December 5, 2023, and First Amendment to Agreement for Services #7954, dated September 24, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties desire to amend the Agreement to include authorization for services of said Agreement, amending **ARTICLE I, Scope of Services**, and adding **Exhibit F**, marked "Customer Assignment Confirmation";

WHEREAS, the parties hereto desire to amend the Agreement to add the option to extend the term of the Agreement for one (1) additional year, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to add optional associate level classifications to said Agreement and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, adding **Amended Fee Table A-2** marked "Amended Fee Schedule A-2";

WHEREAS, the parties hereto desire to amend the Agreement to increase the maximum obligation of the Agreement by \$1,400,000 for the initial term ending on December 31, 2025 and increase the not to exceed compensation by \$1,000,000 for the optional one (1) year term extension, amending **ARTICLE V, Maximum Obligation**;

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE XXVII, Conflict of Interest** and **ARTICLE XXXIII, Contract Administrator**;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution by both parties hereto of this Second Amendment to that Agreement #7954;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement #7954 on the following terms and conditions:

1) **ARTICLE I, Scope of Services** of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Scope of Services:

A. Upon written request, Contractor agrees to provide one (1) or more staff, that will provide, communicable disease screening, testing, triage, investigation, contact tracing, vaccinations and other services for Coronavirus Disease (COVID-19) and other existing and emerging infections as follows:

1. Screening, testing, and triage at multiple locations including but not limited to schools, community centers, Temporary Evacuation Points (TEP), and congregate and non-congregate shelters. County will notify Contractor of service locations as applicable.
2. Nursing care of sheltered residents that are medically fragile, including but not limited to those needing colostomy care, assistance with activities of daily living, and nebulizer treatments.
3. Perform COVID-19 and other communicable disease testing and notifications to individuals with positive test results. Notifications shall be made within the timeframe the County Health and Human Services Agency (HHSA) Public Health Division sets forth.
4. Conduct Case Investigations and Contact Tracing of individuals identified positive for the COVID-19 virus or other emerging and infectious or reportable diseases as identified in Title 17, including those who have had close contact with a positive case.
5. Administer COVID-19 and other emerging and infectious vaccine preventable diseases (VPD) vaccinations at the request of County HHSA Public Health Division staff.
6. Perform other nursing and non-nursing functions and activities as identified by Public Health Staff in response to an increase in staffing needs as a result of the staffing shortages initiated by the COVID-19 Pandemic or other emerging and infectious disease pandemics and their ongoing recovery.

All above services, including documentation and specimen labeling, shall be provided in a safe, prompt, accurate, and culturally sensitive manner in accordance with current guidelines and best practices (including updates thereto) set forth by County HHSA Public Health Division, California Department of Public Health (CDPH), and the Centers for Disease Control and Prevention (CDC).

B. Upon written request, Contractor agrees to provide one (1) or more staff, that will provide, licensed clinical behavioral health services or administrative support as follows:

1. Specialty Mental Health Services to high acuity adults and older adult clients.
2. Access assessments and screenings via telehealth or at specified locations. County will notify Contractor of service locations as applicable.
3. Crisis Intervention Services, including 5150 Assessments to write or rescind 5150 holds, via telehealth, or at specified locations. County will notify Contractor of service locations as applicable.
4. Clerical office support or Medical office support at specified locations. County will notify Contractor of service locations as applicable.

C. COUNTY RESPONSIBILITIES

1. County retains full authority and responsibility for management of care for each of its Clients and for ensuring that services provided by Contractor personnel under this Agreement are furnished in a safe and effective manner and in accordance with applicable standards.
2. County will evaluate the resources of the Client and the Client's family, and assume overall responsibility for the administration of services, to include:
 - a. Defining nature and scope of services to be provided
 - b. Coordinating, supervising, and evaluating care provided
 - c. Implementing, reviewing, and revising the plan of treatment
 - d. Scheduling and performing Client assessments as needed
3. County shall use its best efforts to request personnel for a pre-determined period (hereinafter "Shift") at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned personnel. All information regarding reporting time and assignment shall be provided by County at the time of the initial call. If a request is made less than two (2) hours prior to the start of the Shift, billing may be subject to hourly minimums as defined in ARTICLE III, "Compensation for Services."
4. Supervision: County staff will be available by telephone during all shifts at the number(s) provided by HHSA.
5. County may request the dismissal of any Contractor personnel for any reason. If County concludes, in its sole discretion, that any personnel provided by Contractor have engaged in misconduct, or have been negligent, County may require the individual to leave the premises and will notify Contractor immediately in writing, providing in reasonable detail the reasons(s) for such dismissal. County's obligation to compensate Contractor for such individual's services will be limited to the number of hours actually worked. Contractor shall not reassign the individual to the facility without prior approval of County.

D. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall supply personnel who meet the following criteria:
 - a. Possess current state license/registration and/or certification;
 - b. Possess cardiopulmonary resuscitation (CPR) certification, as requested in writing by County to comply with applicable law;
 - c. Completed pre-employment physical as requested in writing by County to comply with applicable law;
 - d. Possess proof of pre-employment screening to include a tuberculosis skin test, professional references, criminal background check(s) (and drug screenings as requested in writing); and
 - i. Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
 - ii. Possess current licensure as appropriate to level of staff requested.
 - iii. Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
 - iv. Completed Contractor standard Occupational Safety and Health Administration (OSHA) and Health Insurance Portability and Accountability Act (HIPAA) training.
 - v. Contractor shall provide County a pre-placement background and credentialing report for all Behavioral Health staffing placements

2. Contractor shall provide for its employees all electronic equipment necessary to provide telehealth services.
 3. Contractor personnel shall adhere to the guidelines outlined in Exhibit D, marked "General Network Usage and Access Procedures and Guidelines" incorporated herein and made reference a part hereof.
 4. Contractor personnel shall adhere to Exhibit E, marked "Acceptance of Liability for Borrowed Keys/Entry Cards" upon acceptance of security access fob. This document is provided as an example and is incorporated by reference upon request by the County.
 5. Contractor shall notify County within five (5) business days of any pending Federal, State, County, City, or licensing or governing agency investigations or investigation findings, disciplinary actions, or administrative actions found against Contractor or Contractor's employees' professional license(s). This includes but is not limited to formal accusations, citations, revocations, suspensions, stayed revocations, or suspensions, probation, voluntary, or mandatory surrender of license, or formal public reprimand.
 6. Contractor shall maintain direct responsibility as employer for payment of wages, and federal, state, and local income taxes, social security taxes, workers' compensation, and unemployment insurance. Contractor agrees to maintain documentation on all personnel provided by Contractor in an employee file.
 7. Contractor acknowledges that providing these services does not establish the Contractor as an employee of the County, nor does it entitle the Contractor to the rights, duties, or benefits of County employees in any way.
 8. When applicable, Contractor agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents, and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representative (USDHHS) until the expiration of four (4) years after the date on which such services were furnished under this Agreement.
 9. Contractor shall immediately contact County's Contract Administrator, or designee, at no charge to County, to inform them of any urgent concerns directly affecting Contractor's ability to provide services.
- E. DOCUMENTATION: Contractor shall provide HHSA staff, at no charge to County, with written documentation that outlines clinical notes and observations for each individual served. Instructions, applicable forms, or other County required documentation will be provided by County to Contractor's staff as necessary.
- F. HHSA AUTHORIZATION FOR SERVICE(S): Prior to providing any service(s) detailed under ARTICLE I, "Scope of Services" or ARTICLE III, "Compensation for Services," Contractor shall obtain an HHSA Authorization in writing in accordance with Exhibit F, marked "Customer Assignment Confirmation," incorporated herein and made reference a part hereof, to identify specific details related to any personnel assignment.
1. Contractor shall not commence work until receiving the approved Customer Assignment Confirmation.
 2. No payment will be made by County for any work performed prior to the issuance of a written Customer Assignment Confirmation, or beyond the expiration date of the Customer Assignment Confirmation or expiration of underlying Agreement.

3. Upon authorization to proceed by Contract Administrator or division designee, Contractor shall be provided the signed Customer Assignment Confirmation, in accordance with the Article titled, "Notice to Parties."
4. In no event shall the total maximum obligation amount of the Agreement be exceeded.

2) **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: The Agreement shall be effective for the initial term as executed by both parties and shall cover the period from December 5, 2023 through December 31, 2025.

The parties have the option to extend the term of the Agreement for one (1) additional year after the initial expiration date for a term not to exceed December 31, 2026, with no changes to the terms and conditions herein, unless this Agreement is amended. Should the parties agree to extend the Agreement, the County Contract Administrator will issue written approval of the extension in accordance with the Article titled, "Notice to Parties."

3) **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered.

- A. **Rates:** For the period beginning December 5, 2023, the effective date of this Agreement continuing through September 23, 2024, the day before the effective date of the First Amendment to the Agreement, for the services provided herein, the billing rates shall be in accordance with the Fee Schedule Table A, marked "Fee Schedule A," incorporated herein below.

For the period beginning September 24, 2024 the effective date of the First Amendment to the Agreement continuing through the day before the effective date of this Second Amendment to the Agreement, for services provided herein, the billing rates shall be in accordance with the Amended Fee Schedule Table A-1, marked "Amended Fee Schedule A-1," incorporated herein below.

For the period beginning on the effective date of this Second Amendment to the Agreement and continuing through the remaining term of the Agreement, for the services provided herein, the billing rates shall be in accordance with the Amended Fee Schedule Table A-2, marked "Amended Fee Schedule A-2," incorporated herein below.

Fee Schedule Table A

Fee Schedule A	
Classification	County Negotiated Rate
Registered Nurse	\$85 per hour
Licensed Vocational Nurse	\$60 per hour
Medical Assistant	\$40 per hour
Mental Health Worker/Sitter/ Certified Nurse Assistant (CNA)	\$37 per hour
Licensed Marriage and Family Therapist (LMFT)	\$85 per hour
Licensed Clinical Social Worker (LCSW)	\$95 per hour
Lab Assistant	\$145 per hour
Contact Tracer	\$40 per hour
Administrative	\$35 per hour

Amended Fee Schedule Table A-1

Amended Fee Schedule A-1	
Classification	County Negotiated Rate
Registered Nurse	\$85 per hour
Licensed Vocational Nurse	\$60 per hour
Licensed Psychiatric Technician	\$60 per hour
Medical Assistant	\$40 per hour
Mental Health Worker/Sitter/CNA	\$37 per hour
LMFT	Up to \$110 per hour
Telehealth LMFT	\$95 per hour
LCSW	Up to \$110 per hour
Telehealth LCSW	\$95 per hour
Licensed Professional Clinical Counselor (LPCC)	Up to \$110 per hour
Telehealth LPCC	\$95 per hour
Lab Assistant	\$145 per hour
Contact Tracer	\$40 per hour
Administrative	\$35 per hour

Amended Fee Schedule Table A-2

Amended Fee Schedule A-2	
Classification	County Negotiated Rate
Registered Nurse	\$85 per hour
Licensed Vocational Nurse	\$60 per hour
Licensed Psychiatric Technician	\$60 per hour
Medical Assistant	\$40 per hour
Mental Health Worker/Sitter/ CNA	\$37 per hour
LMFT	Up to \$110 per hour
Telehealth LMFT	\$95 per hour
Associate Marriage and Family Therapist (AMFT)	\$98 per hour
LCSW	Up to \$110 per hour
Telehealth LCSW	\$95 per hour
Associate Clinical Social Worker (ACSW)	\$98 per hour
LPCC	Up to \$110 per hour

Telehealth LPCC	\$95 per hour
Associate Professional Clinical Counselor (APCC)	\$98 per hour
Lab Assistant	\$145 per hour
Contract Tracer	\$40 per hour
Administrative	\$35 per hour

Rate change requests are subject to written approval by the County Contract Administrator or designee. Contractor shall submit rate change requests in writing to County at least thirty (30) days in advance of a rate change request to include the reason for the change which may include:

1. Increases to Contractor's cost of doing business (no more than once per 12 months);
2. Rate changes due to state or federal rate changes or billing methodology;
3. Changes to staffing levels;
4. Changes to billing units or budget modifications; or
5. Other reason which is substantiated by County staff based on the Contractor justification provided.

County acceptance or denial of rate changes will be submitted to Contractor via written notice in accordance with the Article titled "Notice to Parties." In no event shall the maximum obligation of the Agreement be exceeded.

- B. Contractor may bill County for a minimum four (4) hour Shift at the established fee for each scheduled personnel if either of the following conditions occur:
1. A request for personnel is made less than two (2) hour(s) prior to the start of the Shift.
 2. County changes or cancels a request for personnel less than four (4) hours prior to the start of a Shift.

Contractor shall be responsible for notifying and contracting Contractor's personnel prior to reporting time.

- C. Regular Rate: County will approve regular rates up to the rates listed above in writing, and via signed confirmation for regular rate assignments.

D. Classification Requirements:

1. Associate Classifications: Associate level classifications listed in the "Fee Schedule Table A-2," above shall receive clinical supervision as required, and will be provided by County or County identified subcontractor.
2. Clinical Supervisors: Contractor's personnel shall identify clinical supervision hours received on time sheet. Contractor shall deduct an associate's clinical supervision hours from hours invoiced to County.
3. Telehealth: County will be charged the telehealth rate for assignments that are solely telehealth. On-site placements who may telework on occasion are not eligible for the telehealth rates.
4. On-Call: County will be charged \$10 per hour for Contractor's employee while on-call.
5. Callback: County will be charged a minimum of two (2.0) hours at one and a half (1.5) times the hourly rate for on-call staff being called back.

- E. **Meal and Rest Breaks:** Pursuant to the California Labor Code, Contractor's personnel may be entitled to required meal and rest breaks in conformance with State Law. State Law requires additional pay equal to one-hour of compensation in the event of a missed meal and/or rest break. In the event Contractor's personnel miss a required meal and/or rest break during their performance of County services that cannot otherwise be transferred to alternative personnel, the County shall reimburse Contractor for the additional one-hour compensation at the above-stated rates.

After completion of the above-referenced County services in which a meal and/or rest break is missed, Contractor's personnel shall send written notice that a missed meal and/or rest break has occurred, including a brief description of the circumstances that gave rise to the missed meal and/or rest/break, to the County supervisor, Contract Administrator, and Contractor. This notice shall be submitted with invoices in accordance with Article III. Compensation for Services, B. Invoices.

- F. **Overtime:** Overtime must have written HHSA staff approval. Overtime shall be defined in accordance with the United States Department of Labor-Fair Labor Standards Act (FLSA) and California Labor Code. Overtime rates shall be charged in accordance with the FLSA and California Labor Code.
- G. **Holidays:** Holiday rates of one and one-half (1 ½) times the hourly rate for the listed staff classification, will be applied to shifts beginning at 12:00 a.m. the night before the recognized holiday through 11:59 p.m. the night of the recognized holiday.

Amergis Recognized Holidays	
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	New Year's Day

- H. **Travel Expenses:** With the exception of mileage reimbursement, travel expenses, including but not limited to travel time, meals, lodging, shall not be paid by County. Reimbursement for mileage necessary for the performance of services under this Agreement shall be in accordance with the current "Board of Supervisors Policy D-1", and as amended thereafter, which may be found in the Board of Supervisors Policy Manual: <https://www.eldoradocounty.ca.gov/files/assets/county/v/1/documents/government/bos/bos-documents/policies/section-d/d-1-travel-policy-amended-10-22-19.pdf> Contractor shall submit mileage logs with the original invoice for all requested mileage reimbursements.
- I. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the following sample available at: <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources> and shall reference this Agreement number on their faces.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
Behavioral Health Invoices: BHinvoice@edcgov.us Public Health Invoices: PHinvoice@edcgov.us Please include in the subject line: Contract #, Service Month, Description / Program	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321

or to such other location or email as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency's Chief Fiscal Officer.

In the event that Contractor fails to deliver, in the format specified, the deliverables and required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in the article titled "Default, Termination, and Cancellation," herein.

- 4) **ARTICLE V, Maximum Obligation**, of the Agreement is amended in its entirety to read as follows:

ARTICLE V

Maximum Obligation: The Maximum Obligation for services and deliverables provided under this Agreement for the initial term of December 5, 2023 through December 31, 2025 shall not exceed \$2,000,000, inclusive of all costs, taxes, and expenses.

In the event that the term of this Agreement is extended for the additional one (1) year extension, in accordance with the Article titled, "Term," the maximum obligation shall not exceed \$3,000,000, inclusive of all costs, taxes, and expenses.

- 5) **ARTICLE XXVII, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXVII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working

for Contractor and performing work for County and who are considered to be a consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

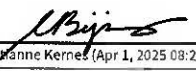
- 6) **ARTICLE XXXIII, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Christianne Kernes, Deputy Director, Behavioral Health Division, Health and Human Services Agency (HHSA), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.


Except as herein amended, all other parts and sections of that Agreement #7954 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Christianne Kernes, LMFT
Deputy Director of Behavioral Health
Health and Human Services Agency

Dated: 04/01/2025


Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 04/01/2025

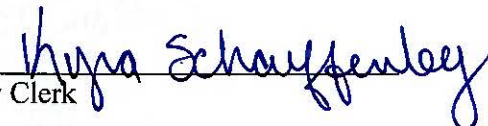
IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #7954 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 
Chair
Board of Supervisors
"County"

Dated: 5/13/25

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 5/13/25

-- AMERGIS HEALTHCARE STAFFING, INC. --

By: Ben Veldman
Ben Veldman (Apr 1, 2025 12:31 EDT)
Ben Veldman
Assistant Controller
"Contractor"

Dated: 04/01/2025

Amergis Healthcare Staffing, Inc.
Exhibit F
Customer Assignment Confirmation



CUSTOMER ASSIGNMENT CONFIRMATION

As set forth in the applicable **Agreement for Services #7954** ("Agreement") **Effective Date 12/05/2023**, executed by and between County of El Dorado ("County") and Amergis Healthcare Staffing, Inc. ("Contractor"), the following **Customer Assignment Confirmation** provides detail for assignment related to any individual Personnel Assignment. Contractor and County agree that the below Personnel will be assigned to County's Work Sites as provided in the Agreement or any applicable Statement of Work. Nothing in this Assignment Confirmation supersedes any of the provisions of the Agreement. If any conflict exists between the terms of this Assignment Confirmation and the Agreement, the terms of the Agreement will control as to the named Personnel herein.

1. **General.** County hereby agrees to sign/return this document **WITHIN 6 BUSINESS DAYS** of the date the form was submitted and understands that failure to do so may result in the delay of the assignment start date, and/or additional charges as defined in the Agreement.

Personnel Name, Discipline:	
Assigned Unit/Department:	
Float Requirement:	

Assignment Start Date:	
Assignment End Date:	
Guaranteed Weekly Hours/Schedule:	
Approved Time-Off:	

2. **Assignment Specific Details:**

Base Bill Rate:	
Overtime and Holiday Rates:	
On Call/Call Back Rates:	
Approved Orientation Rate/Hrs.:	
Special Provisions:	



County of El Dorado

Signature of Authorized Representative

Name & Title

Date

**Amergis' execution of this Customer Assignment Confirmation is not required for this Confirmation to be binding and will only be signed at the request of Customer.*

AGREEMENT FOR SERVICES #7954
Public Health Staffing Services

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Maxim Healthcare Services Holdings, Inc. doing business as Maxim Healthcare Staffing Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, duly qualified to conduct business in the State of California, whose principal place of business is, 7227 Lee DeForest Drive, Columbia, Maryland 21046, and whose local place of business is 1050 Fulton Avenue, Suite 230 Sacramento, California 95825; and whose agent for service of process is Corporation Service Company doing business as. CSC-Lawyers Incorporating Service; 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide communicable disease screening, testing, triage, investigation, contact tracing, vaccinations and staffing services;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I, Scope of Services; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state, and local laws;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(B), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services:

- A. Upon written request, Contractor agrees to provide one (1) or more staff, that will provide, communicable disease screening, testing, triage, investigation, contact tracing, vaccinations and other services for Coronavirus Disease (COVID-19) and other existing and emerging infections as follows:
1. Screening, testing, and triage at multiple locations including but not limited to schools, community centers, Temporary Evacuation Points (TEP), and congregate and non-congregate shelters. County will notify Contractor of service locations as applicable.

C. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall supply personnel who meet the following criteria:
 - a. Possess current state license/registration and/or certification;
 - b. Possess CPR certification, as requested in writing by County to comply with applicable law;
 - c. Completed pre-employment physical as requested in writing by County to comply with applicable law;
 - d. Possess proof of pre-employment screening to include a tuberculosis skin test, professional references, criminal background check(s) (and drug screenings as requested in writing); and
 - i. Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
 - ii. Possess current licensure as appropriate to level of staff requested.
 - iii. Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
 - iv. Completed Contractor standard OSHA and HIPAA training.
2. Contractor shall notify County within five (5) business days of any pending Federal, State, County, City, or licensing or governing agency investigations or investigation findings, disciplinary actions, or administrative actions found against Contractor or Contractor's employees' professional license(s). This includes but is not limited to formal accusations, citations, revocations, suspensions, stayed revocations, or suspensions, probation, voluntary, or mandatory surrender of license, or formal public reprimand.
3. Contractor shall maintain direct responsibility as employer for payment of wages, and federal, state, and local income taxes, social security taxes, workers' compensation, and unemployment insurance. Contractor agrees to maintain documentation on all personnel provided by Contractor in an employee file.
4. When applicable, Contractor agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents, and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representative (USDHHS) until the expiration of four (4) years after the date on which such services were furnished under this Agreement.
5. Contractor shall immediately contact County's Contract Administrator, or designee, at no charge to County, to inform them of any urgent concerns directly affecting Contractor's ability to provide services.

D. DOCUMENTATION: Contractor shall provide HHSA staff, at no charge to County, with written documentation that outlines clinical notes and observations for each individual served. Instructions, applicable forms, or other County required documentation will be provided by County to Contractor's staff as necessary.

E. HHSA AUTHORIZATION FOR SERVICE(S): Prior to providing any service(s) detailed under ARTICLE I, "Scope of Services" or ARTICLE III, "Compensation for Services," Contractor shall obtain an HHSA Authorization in writing.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire December 31, 2025.

Travel Expenses: With the exception of mileage reimbursement, travel expenses, including but not limited to travel time, meals, lodging, shall not be paid by County. Reimbursement for mileage necessary for the performance of services under this Agreement shall be in accordance with the current "Board of Supervisors Policy D-1", and as amended thereafter, which may be found in the Board of Supervisors Policy Manual: <https://www.edcgov.us/Government/BOS/Policies/Documents/D-1%20Travel%20Policy%20Amended%20-%2010-22-19.pdf>. Contractor shall submit mileage logs with the original invoice for all requested mileage reimbursements.

- B. Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the following sample available at: https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx and shall reference this Agreement number on their faces.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
PHinvoice@edcgov.us Please include in the subject line: "Contract #, Service Month, Description / Program"	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321

or to such other location as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency's Chief Fiscal Officer.

In the event that Contractor fails to deliver, in the format specified, the deliverables and required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in the article titled "Default, Termination, and Cancellation," herein.

ARTICLE IV

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further Agreement will be necessary to transfer ownership to County. Copies may be made for Contractor's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all

Federal Funding Information			
ALN Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
93.323	-	-	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
21.027	-	-	Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Project Description:	Public Health Staffing Services		
Awarding Agency:	California Department of Public health		
Pass-through Entity	County of El Dorado, Health and Human Services Agency		
Indirect Cost Rate or de minimus	Indirect Cost Rate: _____		De minimus <input checked="" type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Award is for Research and development.		

ARTICLE VII

Lobbying Certification: The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.
- D. Contractor shall comply with Exhibit A, marked "Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit A upon request by County.

ARTICLE X

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes, or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE XI

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

ARTICLE XII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XIII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XIV

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and Contractor shall not make any agreements or representations on the County's behalf.

ARTICLE XVIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIX

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XX

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
hhsa-contract@edcgov.us

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

MAXIM HEALTHCARE SERVICES HOLDINGS, INC.
dba MAXIM HEALTHCARE STAFFING SERVICES, INC.
7227 Lee Deforest Drive
Columbia, MD 21046-3236
ATTN: Andrea Torres
jutorres@maximhealth.com

or to such other location as the Contractor directs.

ARTICLE XXII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein above under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXIII

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to

- I. The Contractor's General Liability insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- K. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- L. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- N. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XXV

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXVI

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXVII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this

territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXXII

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXXIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Michael Ungeheuer, MN, RN, PHN, Deputy Director Public Health, Health and Human Services Agency, or successor.

ARTICLE XXXIV

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXXV

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXVI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXVII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXVIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 12/5/2023

By: Wendy Thomas
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kaylee Runlee
Deputy Clerk

Dated: 12/5/2023

-- MAXIM HEALTHCARE SERVICES HOLDINGS, INC.
doing business as
MAXIM HEALTHCARE STAFFING SERVICES, INC.--

By: Florence Ugokwe
Florence Ugokwe
Assistant Controller
"Contractor"

Dated: 11/28/2023

Maxim Healthcare Services Holdings, Inc. dba Maxim Healthcare Staffing Services, Inc.
Exhibit B
HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

RECITALS

WHEREAS, County and Contractor (hereinafter referred to as Business Associate ("BA")) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement;

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH" Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws as may be amended from time to time;

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103;

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103;

WHEREAS, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, "Breach" shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, "Unsecured PHI" shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

IV. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
 - 1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

2. In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

VII. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business

Maxim Healthcare Services Holdings, Inc. dba Maxim Healthcare Staffing Services, Inc.
Exhibit C
California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

11/28/2023

Date

Florence Ugokwe

Signature of authorized individual

Maxim Healthcare Staffing Services Inc Florence Ugokwe

Type or write name of company

Type or write name of authorized individual

**AGREEMENT FOR SERVICES #7954
AMENDMENT I**

This First Amendment to that Agreement for Services #7954, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Amergis Healthcare Staffing, Inc., a Maryland Corporation including its affiliates and subsidiaries, duly qualified to conduct business in the State of California, whose principal place of business is, 7223 Lee DeForest Drive, Columbia, Maryland 21046, and whose local place of business is 2241 Harvard St, Suite 300, Sacramento, California 95815; and whose agent for service of process is Corporation Service Company doing business as CSC-Lawyers Incorporating Service; 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide communicable disease screening, testing, triage, investigation, contact tracing, vaccinations and staffing services, pursuant to Agreement for Services #7954, dated December 5, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, Contractor has changed its name to Amergis Healthcare Staffing, Inc., effective April 8, 2024;

WHEREAS, the parties hereto desire to amend the Agreement to update the scope of services to add behavioral health staffing services to said Agreement, hereby amending **ARTICLE I, Scope of Services** and adding Exhibits D and E, marked "General Network Usage and Access Procedures and Guidelines" and "Acceptance of Liability for Borrowed Keys/Entry Cards," respectively;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$400,000, amending **ARTICLE V, Maximum Obligation**, and amend the fee schedule by adding **Amended Fee Schedule A-1** marked "Amended Fee Schedule A-1," amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE XXI, Notice to Parties**, and **ARTICLE XXXIII, Contract Administrator**; and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this first Amendment to that Agreement #7954.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #7954 on the following terms and conditions:

Clients and for ensuring that services provided by Contractor personnel under this Agreement are furnished in a safe and effective manner and in accordance with applicable standards.

2. County will evaluate the resources of the Client and the Client's family, and assume overall responsibility for the administration of services, to include:
 - a. Defining nature and scope of services to be provided.
 - b. Coordinating, supervising, and evaluating care provided.
 - c. Implementing, reviewing, and revising the plan of treatment.
 - d. Scheduling and performing Client assessments as needed.
3. County shall use its best efforts to request personnel for a pre-determined period (hereinafter referred to as "Shift") at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned personnel. All information regarding reporting time and assignment shall be provided by County at the time of the initial call. If a request is made less than two (2) hours prior to the start of the Shift, billing may be subject to hourly minimums as defined in ARTICLE III, "Compensation for Services."
4. Supervision: County staff will be available by telephone during all shifts at the number(s) provided by HHSA.
5. County may request the dismissal of any Contractor personnel for any reason. If County concludes, in its sole discretion, that any personnel provided by Contractor have engaged in misconduct, or have been negligent, County may require the individual to leave the premises and will notify Contractor immediately in writing, providing in reasonable detail the reasons(s) for such dismissal. County's obligation to compensate Contractor for such individual's services will be limited to the number of hours actually worked. Contractor shall not reassign the individual to the facility without prior approval of County.

D. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall supply personnel who meet the following criteria:
 - a. Possess current state license/registration and/or certification;
 - b. Possess cardiopulmonary resuscitation (CPR) certification, as requested in writing by County to comply with applicable law;
 - c. Completed pre-employment physical as requested in writing by County to comply with applicable law;
 - d. Possess proof of pre-employment screening to include a tuberculosis skin test, professional references, criminal background check(s) (and drug screenings as requested in writing); and
 - i. Possess a preferred one (1) year of relevant professional experience and preferred one (1) year of specialty experience.
 - ii. Possess current licensure as appropriate to level of staff requested.
 - iii. Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
 - iv. Completed Contractor standard Occupational Safety and Health Administration (OSHA) and Health Insurance Portability and Accountability Act (HIPAA) training.
 - v. Contractor shall provide County a pre-placement background and credentialing report for all Behavioral Health staffing placements.
2. Contractor shall provide for its employees all electronic equipment necessary to

County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered.

- A. **Rates:** For the period beginning December 5, 2023, the effective date of the Agreement, and continuing through the day before the effective date of this First Amendment to the Agreement, for the services provided herein, the billing rates shall be in accordance with the, Fee Schedule Table, marked "Fee Schedule," incorporated herein below.

For the period beginning on the effective date of this First Amendment to the Agreement and continuing through the remaining term of the Agreement, for the services provided herein, the billing rates shall be in accordance with the Amended Fee Schedule Table A-1, marked "Amended Fee Schedule A-1," incorporated herein below.

Fee Schedule Table

Fee Schedule	
Classification	County Negotiated Rate
Registered Nurse	\$85 per hour
Licensed Vocational Nurse	\$60 per hour
Medical Assistant	\$40 per hour
Mental Health Worker/Sitter/CNA	\$37 per hour
LMFT	\$85 per hour
LCSW	\$95 per hour
Lab Assistant	\$145 per hour
Contact Tracer	\$40 per hour
Administrative	\$35 per hour

Fee Schedule Table A-1

Amended Fee Schedule A-1	
Classification	County Negotiated Rate
Registered Nurse	\$85 per hour
Licensed Vocational Nurse	\$60 per hour
Licensed Psychiatric Technician	\$60 per hour
Medical Assistant	\$40 per hour
Mental Health Worker/Sitter/CNA	\$37 per hour
Licensed Marriage and Family Therapist (LMFT)	Up to \$110 per hour
Telehealth LMFT	\$95 per hour
Licensed Clinical Social Worker (LCSW)	Up to \$110 per hour
Telehealth LCSW	\$95 per hour
Licensed Professional Clinical Counselor (LPCC)	Up to \$110 per hour
Telehealth LPCC	\$95 per hour
Lab Assistant	\$145 per hour
Contact Tracer	\$40 per hour
Administrative	\$35 per hour

Holidays: Holiday rates, of one and one-half (1 1/2) times the hourly rate for the listed staff classification, will apply to shifts beginning at 12:00 a.m. the night before the recognized holiday through 11:59 p.m. the night of the recognized holiday.

Amergis Recognized Holidays	
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	New Year's Day

Travel Expenses: With the exception of mileage reimbursement, travel expenses, including but not limited to travel time, meals, lodging, shall not be paid by County. Reimbursement for mileage necessary for the performance of services under this Agreement shall be in accordance with the current "Board of Supervisors Policy D-1", and as amended thereafter, which may be found in the Board of Supervisors Policy Manual: <https://www.edcgov.us/Government/BOS/Policies/Documents/D-1%20Travel%20Policy%20Amended%20-%2010-22-19.pdf>. Contractor shall submit mileage logs with the original invoice for all requested mileage reimbursements.

- B. Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the following sample available at: https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx and shall reference this Agreement number on their faces.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

Email (preferred method):	U.S. Mail:
<p>PHinvoice@edcgov.us Please include in the subject line: "Contract #, Service Month, Description / Program"</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency's Chief Fiscal Officer.

In the event that Contractor fails to deliver, in the format specified, the deliverables and required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are

- 5) **ARTICLE XXXIII, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Michael Ungeheuer, MN, RN, PHN, Deputy Director Public Health, Health and Human Services Agency (HHSA), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

Except as herein amended, all other parts and sections of that Agreement #7954 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Michael Ungeheuer MN RN PHN

Michael Ungeheuer, MN, RN, PHN
Deputy Director Public Health
Health and Human Services Agency

Dated: 08/15/2024

Requesting Department Head Concurrence:

By:  Olivia Byron-Cooper (Aug 15, 2024 14:20 PDT)

Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 08/15/2024

Amergis Healthcare Staffing, Inc
Exhibit D
General Network Usage and Process Procedures and Guidelines

County of El Dorado

Procedures and Guidelines

Information Technologies

Version 4.0

July 2023

General Network Usage and Access Procedures and Guidelines

3. GENERAL NETWORK USAGE PROCEDURES AND GUIDELINES

3.1. Use of Network Assets

Any computer or peripheral device connected to the El Dorado County information domain must be either owned by the County or approved by the Information Technologies Department.

3.1.1 Operating System and Applications

All devices must run approved versions of operating systems, software, and applications, must have approved End-Point protection, and must meet all other technical specifications as determined by the IT Department following Computer & Network-Based Information Systems Policy A-13. Questions about these specifications should be directed to the IT Help Desk.

3.1.2 Security Updates

All County devices must be connected to the network and powered on for mandatory weekly security updates. This includes assigned devices, shared devices, and devices in conference rooms. Users Teleworking need to follow guidelines in policy Telecommuting Policy E-12.

3.1.3 Adding and Assigning a Device

Departments must submit an iSupport ticket when adding, assigning, moving a device, or reassigning a user to a device.

3.1.4 Removing a Device (Surplus)

Departments must submit an iSupport ticket when removing a device. Devices must follow the IT data destruction procedures.

3.1.5 Telecom Equipment

Departments must submit a Telecom ticket for all phone installs, transfers, moves, and removal of equipment. This includes installation of cabling.

3.2. Data Access

All County workstations display a "consent to monitoring" statement that must be acknowledged by Users when logging in to the workstation. This pertains to all data in the information domain, even personal information, not related to official County business. In compliance with Public Records Act and other government transparency regulations, data stored on the County information domain is considered discoverable.

The IT Department, with oversight and direction from the Chief Information Security Officer (CISO) will maintain tools and technology that allows search and discovery of County data. Any searches or discovery actions must be approved and directed by Department Heads, Human Resources, or County Counsel.

Requests to access or recover files or data belonging to another inactive employee must be approved by the employee's department head, County Counsel, or Human Resources prior to granting access to the requester.

3.3. User Access Credentials

Each El Dorado County employee shall have a uniquely assigned user ID to enable individual authentication and accountability. Documented authorization from the employee's supervisor is required for the user ID to be issued and removed. Additional documentation and HR approval is required for user ID name change request. It is the department's responsibility to notify IT using an iSupport ticket for all employee transfers and employee terminations.

Each trusted external user (contractor, vendor, volunteers, outside agencies) shall have a uniquely assigned user ID to enable individual authentication and accountability. An External Trusted User form must be completed to define use and access level with authorization from the El Dorado County – department head prior to the user IDs being issued. The Information Security Office (ISO) will perform an annual audit and will monitor expiration dates. Access can be removed by the IT department if the External Access form is not renewed for access.

Users are required to manage their own access credentials, and all access credentials must be protected using the procedures specified in this Section 3.3.

3.3.1. Passwords

These rules are based on IT security best-practice based on NIST.*

Users are required to change their passwords every 90 days.

- Passwords must contain at least 8 characters.
- Passwords must contain all of the following:
 - At least one upper case letter
 - At least one lower case letter
 - At least one number
 - At least one special character
- Users may not re-use their 24 most recent passwords
- User will be locked after 5 password attempts.

* Regulations for certain classes of information may require advanced password protection i.e. Department of Child Support Services (DCSS) must meet Section 6002 - Password

Standards

3.3.2. Multi-Factor Authentication (MFA)

All users (employees or trusted external users) are required to engage in one additional authentication beyond username and password to access County resources when off network.

3.3.7 Temporary Password Usage

Temporary passwords are allowed with an immediate change (15 mins) to a permanent password.

3.4. Use and Ownership of Data

3.4.1. On Premises Data Storage Procedures

The County's network storage is closely monitored and has been sized to meet our business needs. However, network storage capacity is not infinite, and Users should strive to manage their data efficiently. There are several steps Users can take to ensure they are not over-using network storage assets.

Network storage is backed up and protected by a number of IT Department processes, so Users should not make their own "back-up" copies of data that is already in network storage. This includes copying their "home" or H: directory into other network directories, or vice-versa.

User Guidelines

- Users should avoid storing copies of files in multiple directories.
- Users are encouraged to periodically clean up and organize their files and directories.
- Desktop and laptop operating systems and applications are managed by IT processes, so it is not necessary for the user to make copies of any operating system or application files.
- Users should not use County network storage for personal data or files (including photos, music, video, etc.)

Local Drive Guidelines:

- Users should not use their local hard drive. Local hard drives are NOT backed up by the IT Department.

Shared Drive Guidelines:

- Departments data owners or designee must approve access to department shared drives.
 - If a data owner is not assigned IT will assume the user requesting access has authority. Users can not request access for themselves.
 - Departments may not request access to another departments shared drive without the department head approval of the shared drive.

data

- Data transfers outside of controlled areas must be approved and tracked by the data owners. All activities associated with transfers and transport needs to be documented.
- The data stored on portable storage device must be removed and/or sanitized once usage is no longer required.

3.4.5 Data Transfer Storage

User may request Secure File Transfer (SFTP) to transfer files and sensitive data minimizing the risk of exposing data to unauthorized parties. Regulations such as HIPAA set a standard for secure file transfer. Failure to comply with these standards can result in substantial penalties. Many data protection regulations specify the need for encryption when transferring sensitive files. SFTP makes it easy to comply by including encryption as a default security measure when transferring data.

- Users need to have a data sharing agreement with external users on file when providing data
- SFTP is a temporary storage. Users requesting SFTP must provide a data retention timeline or IT will automatically default to a 30-day data retention unless the department has a business requirement.

3.5. Use of Personally Owned Software and Equipment

3.5.1. Software License Compliance

Users may not download any software or use cloud software without prior authorization from the IT Department or designee. Requests for software installation, or cloud use, should be submitted via the IT Help Desk. Requests for software that is not currently licensed for use by the County must follow Computer & Network-Based Information Systems Policy A-13 and may require a departmental requisition or purchase.

3.5.2. Copyright Protection

Use of copyrighted material is generally prohibited unless properly purchased or owned by the County. Users shall not install software or store any data on any County network resource (computers or storage) unless the County has licensed use or rights to the software or data.

Users who have questions about use of copyright material should contact the IT Department.

3.5.3. Use of Personally Owned Equipment

Users may not connect any personally owned external device to County workstations or networks. This includes USB drives, external hard drives, smartphones, iPads, and tablets. These devices may not be connected under any circumstance, even for charging. Employees can charge their personally owned devices by connecting directly to power outlets.