

# ORIGINAL

## AGREEMENT FOR SERVICES #344-S0911 AMENDMENT 1

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**THIS AMENDMENT I** to that Agreement for Services #344-S0911, 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, Inc., a Maryland Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 7227 Lee DeForest Drive, Columbia, MD 21046, whose local place of business is 3013 Douglas Boulevard, Suite 160, Roseville, CA 95667 and whose Agent for Service of Process is The Prentice-Hall Corporation System, Inc., 2730 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833; (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide supplemental licensed health care provider services on an "as requested" basis for clients of the Department of Human Services, in accordance with Agreement for Services #344-S0911, dated December 9, 2008, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE I – Scope of Services** and **ARTICLE XX – Notice to Parties**;

**NOW, THEREFORE**, the parties do hereby agree that Agreement for Services #344-S0911 shall be amended a first time as follows:

### ARTICLE I

**Scope of Services:** Contractor agrees upon request by County to provide one or more licensed health care provider(s) as specified by the Department of Human Services. Contractor is an agency that will provide 24-hour emergency staffing for 1:1 assistance with clients.

Contractor shall supply personnel who meet the following criteria:

- 1) Possess current state license/registration and/or certification;
- 2) Possess CPR certification, as requested in writing by County to comply with applicable law;
- 3) Completed pre-employment physical as requested in writing by County to comply with applicable law;

- 4) Possess proof of pre-employment screening to include a TB skin test, professional references, criminal background check(s) (and drug screenings as requested in writing); and
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history
- 7) Completed Contractor standard OSHA and HIPAA training.

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.

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.

County retains full authority and responsibility for professional and medical management of care for each of its patients 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.

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.

Contractor shall bill County for a minimum four (4) hour Shift at the established fee for each scheduled personnel if an order for personnel is made less than two (2) hour(s) prior to the start of the Shift, as long as the individual reports for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

If County changes or cancels an order less than four (4) hours prior to the start of a Shift, Contractor shall bill County for four (4) hours at the established fee for each scheduled personnel. Contractor shall be responsible for contacting Contractor's personnel prior to reporting time.

Neither Contractor nor County shall discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

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 the County.

County may request the dismissal of any Contractor personnel for any reason. County agrees to notify Contractor of any such action immediately in writing, providing in reasonable detail the reasons (s) for such dismissal. County shall be obligated to compensate Contractor personnel for all hours worked prior to dismissal.

#### **ARTICLE XX**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
DEPARTMENT OF HUMAN SERVICES  
3057 BRIW ROAD, SUITE A  
PLACERVILLE, CA 95667  
ATTN: DEANN OSBORN, STAFF SERVICES ANALYST

or to such other location as County directs with a copy to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

MAXIM HEALTHCARE SERVICES, INC.  
7227 LE DEFOREST DRIVE  
COLUMBIA, MD 21046

or to such other location as Contractor directs.

Except as herein amended, all other parts and section of that Agreement #344-S0911 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: DeAnn Osborn  
DeAnn Osborn, Staff Services Analyst  
Department of Human Services

Dated: August 2, 2010

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: Daniel Nielson  
Daniel Nielson, M.P.A., Director  
Department of Human Services

Dated: 8-3-2010

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #0344-S0911 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chair  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

-- CONTRACTOR --

MAXIM HEALTHCARE SERVICES, INC.  
A MARYLAND CORPORATION

By: *[Signature]*  
~~President~~ - Assistant Controller  
"Contractor"

Dated: 8/30/2010

By: *[Signature]*  
Corporate Secretary

Dated: \_\_\_\_\_