

AGREEMENT FOR SERVICES #301-183-M-E2011  
AMENDMENT I

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This Amendment I to that Agreement for Services #301-183-M-E2011, 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 (hereinafter referred to as CONTRACTOR).

## RECITALS

WHEREAS, CONTRACTOR has been engaged by COUNTY to provide personnel to supplement the Psychiatric Health Facility (PHF), Crisis Residential Treatment (CRT) facility and/or Psychiatric Emergency Services (PES) on an "as requested" basis for the County of El Dorado Health Services Department, Mental Health Division in accordance with Agreement for Services #301-183-M-E2011, dated June 17, 2011, 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

WHEREAS, the parties hereto have mutually agreed to amend *Article III – Compensation for Services*; and

WHEREAS, the parties hereto have mutually agreed to amend *Article XV – Notice to Parties*; and

WHEREAS, the parties hereto have mutually agreed to amend *Article XXIV – Administrator*; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #301-183-M-E2011 shall be amended a first time as follows:

1) Article I, Scope of Services, Section 1.01 only, shall be amended to read as follows:

Section 1.01 CONTRACTOR agrees upon request by COUNTY to provide one (1) or more licensed health care providers and/or Mental Health Workers as requested by the COUNTY Health Services Department, Mental Health Division, for supplemental staffing services, subject to

availability of qualified personnel. CONTRACTOR shall supply personnel who meet the following criteria:

- 1) Possess current State license/registration and/or certification, as applicable for positions requiring licensure;
- 2) Possess CPR certification, as required by State law;
- 3) Meet applicable laws, regulations, and/or accreditation standards;
- 4) Successfully pass CONTRACTOR's pre-employment screening to include a physical, a TB skin test, professional references and criminal background check(s) (and drug screening as may be required by COUNTY); and
- 5) Possess at least one (1) year of relevant professional experience and one (1) year of specialty experience. This requirement may be waived or reduced in writing by COUNTY Contract Administrator.

Upon request of COUNTY Contract Administrator, CONTRACTOR shall supply proof that personnel assigned to COUNTY meet all of the above criteria.

- 2) Article III, Compensation for Services, Section 3.05 only, shall be amended to read as follows:

Section 3.05 Not-to-Exceed: \$138,000 over the term of this Agreement.

- 3) Article XV, Notice to Parties, shall be amended in its entirety to read as follows:

**Article XV. 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  
HEALTH SERVICES DEPARTMENT  
931 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: DANIEL NIELSON, MPA, DIRECTOR**

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

MAXIM HEALTHCARE SERVICES, INC.  
7227 LEE DEFOREST DRIVE  
COLUMBIA, MD 21046  
ATTN: CONTRACTS DEPARTMENT

or to such other location as the CONTRACTOR directs.

4) Article XXIV, Administrator, shall be amended in its entirety to read as follows:

**Article XXIV. ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is Robert Evans, Manager of Mental Health Programs, Health Services Department, Mental Health Division, or successor.

Except as herein amended, all other parts and sections of that Agreement #301-183-M-E2011 shall remain unchanged and in full force and effect.

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:   
Daniel Nielson, MPA, Acting Director  
Health Services Department

Dated: 10.26.2011

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #301-183-M-E2011 on the dates indicated below.

--COUNTY OF EL DORADO--

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

Raymond J. Nutting, Chair  
Board of Supervisors  
COUNTY

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

Attest: Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Deputy

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

-- CONTRACTOR --

MAXIM HEALTHCARE SERVICES, INC.  
A MARYLAND CORPORATION

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

Mike Hemelt  
Controller  
CONTRACTOR

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

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

Corporate Secretary

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