

# ORIGINAL

## AGREEMENT FOR SERVICES #5061 AMENDMENT III

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This Amendment III to that Agreement for Services #5061, 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 Staffing Services, Inc., hereinafter referred to as "Contractor" (W-9 Information as follows: Maxim Healthcare Services Holdings, Inc. d/b/a Maxim Healthcare Staffing Services, Inc.), whose principal place of business is 7227 Lee Deforest Drive, Columbia, MD 21046-3236, local place of business is 1050 Fulton Avenue, Suite 230 Sacramento, CA 95825 and whose Agent for Service of Process is *Corporation Service Company which will do business in California as CSC – Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833* (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide Coronavirus 2019 (COVID-19) Screening, Testing, Triage, Investigation, Contact Tracing, and vaccination services in accordance with Agreement for Services #5061, dated August 25, 2020, Amendment I, dated October 13, 2020, and Amendment II, dated January 23, 2021, incorporated herein and made by reference a part hereof; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required described in ARTICLE I Scope of Services; that it is an independent and bona fide business operations, 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; and

**WHEREAS**, the parties hereto have mutually agreed to expand the Scope of Services and extend the term of the Agreement, hereby amending **ARTICLE I – Scope of Services, ARTICLE II – Term, and ARTICLE VI – Maximum Obligation**; and

**WHEREAS**, the parties hereto have mutually agreed to add **ARTICLE XXXVII – Contractor to County and ARTICLE XXXVIII – Independent Contractor/Liability**; and

**WHEREAS**, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment III to Agreement #5061; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #5061 shall be amended a Third time as follows:

(DDP)

1) Article I shall be amended in its entirety to read as follows:

## **ARTICLE I**

### **Scope of Services:**

A. Upon written request, Contractor agrees to provide one (1) or more staff, that will complete the California State training for COVID-19 investigation as specified, seven (7) days a week, for Coronavirus Disease (COVID-19), screening, testing, triage, investigation, contact tracing, vaccinations and other services as follows:

1. Screening, testing, and triage for COVID-19 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 COVID-19 positive 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 testing and notifications to individuals with positive test results. Notifications shall be made within the timeframe El Dorado County Public Health sets forth.
4. Conduct Case Investigations and Contact Tracing of individuals identified positive for the COVID-19 virus and those who have had close contact with a positive case.
5. Administer COVID-19 vaccinations at the request of County Public Health 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 COVID-19 Pandemic.
7. 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 El Dorado County Public Health, California Department of Public Health, and the Centers for Disease Control and Prevention.

### **B. 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 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 twenty-four (24) hours a day 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.

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.
  - a. Within five (5) business days of formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand, Contractor shall provide County with copies of Court accusations and/or dispositions relating to Contractor or Contractor's employee's license.
  - b. Contractor shall provide initial and ongoing proof of compliance with probationary stipulations.

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 and other documents as needed that support actual work performed. 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.

2) Article II shall be amended in its entirety to read as follows:

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by all parties hereto and shall expire June 30, 2023, unless terminated earlier pursuant to the provisions contained herein this Agreement under ARTICLE XII, Fiscal Considerations or ARTICLE XIV, "Default, Termination, and Cancellation."

3) Article VI shall be amended in its entirety to read as follows:

## **ARTICLE VI**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$2,000,000 for all of the stated services during the term of the Agreement.

4) Article XXXVII shall be added to read as follows:

**ARTICLE XXXVII**

**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.

5) Article XXXVIII shall be added to read as follows:

**ARTICLE XXXVIII**

**Independent Contractor/Liability:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

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 shall not make any agreements or representations on the County's behalf

Except as herein amended, all other parts and sections of that Agreement #5061 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: *Heather Orchard*  
Heather Orchard, MSN, FNP, PHN  
Public Health Nurse Supervisor  
Health and Human Services Agency

Dated: 10/12/2021

**Requesting Department Head Concurrence:**


By: *DS*  
Don Semon (Oct 12, 2021 18:10 PDT)  
Donald Semon  
Director  
Health and Human Services Agency

Dated: 10/12/2021

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services #5061 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 11/16/21

By:   
John Hidahl, Chair  
Board of Supervisors  
"County"

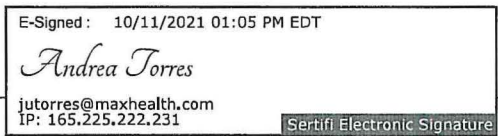
ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 11/16/21

-- CONTRACTOR --

MAXIM HEALTHCARE STAFFING SERVICES, INC.  
A Maryland Corporation

By:   
Assistant Controller  
"Contractor"

Dated: 10/11/2021