

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:

1) **ARTICLE I, Scope of Services**, of the Agreement is 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 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 El Dorado County Health and Human Services Agency (HHS) Public Health Division sets forth.
 4. Conduct Case Investigations and Contact Tracing of individuals identified positive for the COVID-19 virus or other reportable diseases as identified in Title 17, including those who have had close contact with a positive case.
 5. Administer COVID-19 and other vaccine preventable diseases (VPD) vaccinations at the request of County HHS 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 and its 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 El Dorado County HHS 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 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 credentialling 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 by 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.

- 2) **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 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

Rates may be updated annually upon written approval from County's Contract Administrator.

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:

- A request for personnel is made less than two (2) hour(s) prior to the start of the Shift.
- 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 contacting Contractor's personnel prior to reporting time.

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

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.

On-Call: County will be charged \$10 per hour for Contractor's employee while on-call.

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.

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 of 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 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.

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). Overtime rates shall be charged in accordance with the FLSA. The overtime rate is one and one-half (1 1/2) times the regular billing rate for such hours.

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

received, or proceed as set forth below in the article titled "Default, Termination, and Cancellation," herein.

- 3) **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 shall not exceed **\$600,000**.

- 4) **ARTICLE XXI, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXI

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence, and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

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

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

Notices to Contractor shall be addressed as follows:

AMERGIS HEALTHCARE STAFFING, INC.
7223 Lee Deforest Drive
Columbia, MD 21046-3236
ATTN: Florence Ugokwe

flugokwe@amergis.com

or to such other location or email as the Contractor directs.

- 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

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

-- COUNTY OF EL DORADO --

By: Wendy Thomas
Chair
Board of Supervisors
"County"

Dated: 9/24/24

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schauffele
Deputy Clerk

Dated: 9/24/24

-- AMERGIS HEALTHCARE STAFFING, INC. --

By: DocuSigned by:
Florence Ugokwe
21872A7D0504446...
Florence Ugokwe
Assistant Controller
"Contractor"

Dated: 16-Aug-24