

AGREEMENT FOR SERVICES #5061
AMENDMENT II

This Amendment II to that Agreement for Services #5061 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 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, 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.*

RECITALS

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

WHEREAS, the parties hereto have mutually agreed to amend ARTICLE I, "Scope of Services," ARTICLE II, "Term," ARTICLE VI, "Maximum Obligation," and ARTICLE XXIX, "Administrator" of said Agreement.

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

1. **Article I, "Scope of Services," A.** 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, and contact tracing 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. 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.

2. **Article II, “Term,”** 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 December 31, 2021, unless terminated earlier pursuant to the provisions contained herein this Agreement under ARTICLE XIV, “Default, Termination, and Cancellation” or ARTICLE XII, “Fiscal Considerations.”

3. **Article VI, “Maximum Obligation,”** shall be amended in its entirety to read as follows:

ARTICLE VI

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$1,500,000 for all of the stated services during the term of the Agreement.

4. **Article XXIX, “Administrator,”** shall be amended in its entirety to read as follows:

ARTICLE XXIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Heather Orchard, MSN, FNP, PHN, Public Health Nurse Supervisor, Public Health Division or successor.

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, MSN, FNP, PHN
Public Health Nurse Supervisor
Health and Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

By: _____
Donald Semon
Director
Health and Human Services Agency

Dated: _____

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

MAXIM HEALTHCARE STAFFING SERVICES, INC.
A Maryland Corporation

By: _____
Andrea Torres, Assistant Controller
"Contractor"

Dated: _____

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