

**AMENDMENT NO. 2  
TO AGREEMENT BY AND BETWEEN  
COUNTY OF MONTEREY AND  
MAXIM HEALTHCARE STAFFING  
SERVICES, INC.**

**THIS AMENDMENT NO. 2** to the Agreement (“Agreement A-15013”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County"), and Maxim Healthcare Staffing Services, Inc. (hereinafter referred to as "CONTRACTOR") with respect to the following.

**WHEREAS**, on October 28, 2020, County and CONTRACTOR entered into Agreement A-15013, in the amount of \$900,000 for the term October 27, 2020 through June 30, 2021, for the provision of providing supplemental licensed healthcare staffing to the County to work with County staff on COVID-19 response efforts, vaccine clinics or other health matters; and

**WHEREAS**, County and CONTRACTOR entered into Amendment No. 1, to add two (2) supplemental licensed healthcare positions to the Scope of Services, by deleting Exhibit A in its entirety and replacing it with Exhibit A-1; and

**WHEREAS**, this Amendment No. 2 is necessary due to County’s continued need for CONTRACTOR’s services; and

**WHEREAS**, County and CONTRACTOR wish to amend the Agreement to extend the term of the Agreement two (2) years and one (1) month, increase the total amount by \$2,948,000 for a total Agreement amount of \$3,848,000, due to the extended term, and replace EXHIBIT A-1 to update Section B, Payment Provisions.

**NOW THEREFORE**, County and CONTRACTOR hereby agree as follows:

1. **Section 2.0, “PAYMENT PROVISIONS”, Section 2.01, shall be amended by removing** “The Total amount payable by the County to CONTRACTOR under this Agreement is not to exceed the sum of \$900,000” **and replacing it with** “The total amount payable by the County to CONTRACTOR under this Agreement is not to exceed the sum of \$3,848,000”.
2. **Section 3.0, “TERM OF AGREEMENT”, Section 3.01, shall be amended by removing** “The term of this Agreement shall be from upon execution through June 30, 2021, unless sooner terminated provided herein” **and replacing it with** “The term of this Agreement shall be from upon execution through July 31, 2023, unless sooner terminated provided herein”.
3. EXHIBIT A-1 is deleted and replaced in its entirety and attached hereto as EXHIBIT A-2. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-2.
4. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full forces and effect as set forth in the Agreement.
5. A copy of the Amendment No. 2 shall be attached to the original Agreement executed by

County on October 28, 2020.

**IN WITNESS WHEREOF**, County and CONTRACTOR have executed this Amendment No. 2 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

\_\_\_\_\_  
Maxim Healthcare Staffing Services, Inc.  
Contractor's Business Name\*

By: *Jessa Lombo*  
\_\_\_\_\_  
Signature of Chair, President, or Vice-President) \*

Jessa Lombo Regional Controller  
\_\_\_\_\_  
Name and Title

Date: 4/29/2021 | 6:47 AM PDT

Approved as to Form<sup>1</sup>

By: *Stacy Saelta*  
\_\_\_\_\_  
County Counsel

Date: 4/29/2021 | 12:34 PM PDT

By: *Andrea Torres*  
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)\*

Andrea Torres Assistant Controller  
\_\_\_\_\_  
Name and Title

Date: 4/29/2021 | 6:49 AM PDT

Approved as to Fiscal Provisions<sup>2</sup>

By: *Gary Giboney*  
\_\_\_\_\_  
Auditor/Controller

Date: 4/29/2021 | 12:57 PM PDT

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required <sup>2</sup>Approval by Auditor-Controller is required

**EXHIBIT A-2**

**To Agreement by and between  
Monterey County Health Department, hereinafter referred to as “County”  
AND  
Maxim Healthcare Services Holdings, Inc., DBA Maxim Healthcare Staffing Services, Inc.  
hereinafter referred to as “CONTRACTOR”**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

**A.1.1** CONTRACTOR will provide supplemental licensed health care staffing to the County to work with County staff on matters related to Health, including but not limited to: COVID-19 pandemic response efforts; vaccine clinics; outpatient clinic coverage or other Health matters (“Maxim Staff Personnel”). Maxim Staff Personnel provided to County are employees of CONTRACTOR and are subject to CONTRACTOR’s standard screening process. Nothing in this Agreement shall create an employer and employee relationship between CONTRACTOR employees and County.

**A.1.2** *[Intentionally omitted.]*

**A.1.3** CONTRACTOR will assign County with Maxim Staff Personnel who, prior to reporting for On-Boarding, already meet the following criteria (“Criteria”).

**A.1.3.1** Possess current state license/registration and or certification.

**A.1.3.2** Possess CPR certification, to comply with State law.

**A.1.3.3** Possess current skills competency to include, written exam and verified work history.

**A.1.3.4** Completed CONTRACTOR standard OSHA and HIPAA training.

**A.1.3.5** CONTRACTOR will complete pre-employment screening as required, to include criminal background check(s), TB skin test or chest X-ray as required by law; and a minimum of two (2) work related reference checks; and anything additional, as required by Agreement.

**A.1.3.6** CONTRACTOR, prior to each assigned Maxim Staff Personnel reporting for On-Boarding, will provide written evidence that each assigned Maxim Staff Personnel meets the Criteria listed above.

**A.1.4** County will be responsible for providing the following additional tests and trainings (“County Tests and Trainings”).

- A.1.4.1** A Live Scan fingerprint background check. Maxim Staff Personnel will complete the Live Scan immediately and no later than the first two consecutive weeks of their start date.
- A.1.4.2** A QuantiFERON (QFT)TB test, Maxim Staff Personnel will receive the test on the first day they report for On-Boarding.
- A.1.4.3** For Maxim Staff Personnel assigned to the outpatient clinics, CONTRACTOR shall work with County assigned Credentialing Staff to ensure that all required Credentialing applications are completed and supporting documentation is provided prior to start date in clinic.
  
- A.1.5** The continued assignment of Maxim Staff Personnel, will depend on whether the Maxim Staff Personnel pass the County Tests and Training. County shall compensate CONTRACTOR for hours Maxim Staff Personnel attend County On-Boarding, and County Tests and Training and shall compensate Maxim Staff Personnel for any hours actually worked for the County up until dismissal.
  
- A.1.6 Employment and Taxes.** CONTRACTOR will follow its standard employment policies and procedures to verify that all Maxim Staff Personnel meet applicable licensing requirements. CONTRACTOR will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance.
  
- A.1.7 Non-performance.** If County concludes, in its sole discretion, that any Maxim Staff Personnel provided by CONTRACTOR have engaged in misconduct, or have been negligent, County may require the Maxim Staff Personnel to leave the premises and will notify CONTRACTOR immediately in writing, providing in reasonable detail the reason(s) for such dismissal. COUNTY'S obligation to compensate CONTRACTOR for such Maxim Staff Personnel's services will be limited to the number of hours actually worked. CONTRACTOR will not reassign the individual to County without prior approval of the County.
  
- A.1.8 Right to Dismiss.** County may request the dismissal of any Maxim Staff Personnel for any reason. County agrees to notify CONTRACTOR of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. County shall be obligated to compensate CONTRACTOR for all Maxim Staff Personnel for hours actually worked prior to dismissal.
  
- A.1.9 Incident Reports.** County shall report to CONTRACTOR any unexpected incident known to involve any Maxim Staff Personnel.

**A.1.10 Workers' Compensation.** CONTRACTOR shall cover Maxim Staff Personnel under CONTRACTOR'S own Workers' Compensation Policy throughout the term of this Agreement.

**A.1.11 PERS Notification.** CONTRACTOR shall identify in writing to County, any individual with prior PERS (Public Employees' Retirement System) affiliation who is sent to report for County service under the Agreement, at least two (2) days prior to the individual being assigned by CONTRACTOR for service to County.

**A.1.11.1** CONTRACTOR shall identify in writing to County, any PERS annuitant who is sent to report for County for service under the Agreement, at least two (2) days prior to the individual being assigned by CONTRACTOR for service to County.

The term "**identify**" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security number.

The term "**PERS affiliation**" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS (California Public Employees' Retirement System).

**A.1.11.2** Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.

The term "**PERS annuitant**" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.

**A.1.12 Supplemental Employee Assignment, Tracking Hours.** CONTRACTOR shall be responsible for tracking cumulative hours per CONTRACTOR'S employee for all assignments with The County of Monterey (this will include all County of Monterey Departments or Agencies, including Natividad Medical Center).

**A.1.12.1** CONTRACTOR shall notify the Monterey County Health Department's Human Resources Manager via email (email address to be provided once Agreement is executed) when an individual employee's hours working for The County of Monterey are approaching 650 hours in a fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>).

**A.1.13 An employee of the CONTRACTOR shall not be assigned to work at The County of Monterey, for more than 720 hours in a fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>).**

**A.1.14 The County of Monterey shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>).**

**A.1.15 Placement Fee.** CONTRACTOR agrees after thirteen (13) weeks, or 520 hours, of service by one of CONTRACTOR's employees, the County may hire the CONTRACTOR's employee at no cost to the County.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

**B.1.1** County shall pay an amount not to exceed **\$3,848,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

<b>Service Title</b>	<b>Local Rate per hour</b>	<b>Travel Rate per hour</b>
Registered Nurse, less than 1-year experience	\$72	\$75
Registered Nurse (RN)	\$75	\$78
Supervising Registered Nurse	\$75	\$78
Public Health Nurse (PHN), RN	\$85	\$88
LVN	\$55	\$58
Clinical Laboratory Scientist	\$85	\$85
Physical Therapist	\$87	\$90
Occupational Therapist	\$85	\$85
Licensed Clinical Social Worker (LCSW) or Licensed Marriage & Family Therapist (LMFT)	\$78	\$80
Associate Clinical Social Worker (ASW)	\$75	\$77

**B.1.1.1** The term, “**Local Rate per hour**” is defined for purposes of this Section to mean the hourly rate of pay Maxim Staff Personnel will receive that reside within fifty (50) miles of the County worksite.

**B.1.1.2** The term, “**Travel Rate per hour**” is defined for purposes of this Section to mean the hourly rate of pay Maxim Staff Personnel will receive when Maxim Staff Personnel resides over fifty (50) miles from the County worksite.

**B.1.1.3** Hourly rates, both “Local Rate per hour and Travel Rate per hour,” will begin when Maxim Staff Personnel arrive

and start shift at the assigned County location. There will be no commute or travel reimbursement allowed during this Agreement.

**B.1.1.4 Weekend,** Rates will apply to shifts beginning at 11:00 p.m. on Friday and ending at 7 a.m. on Monday.

**B.1.1.5 Orientation,** Rates listed above will include all time spent in required County orientation and trainings.

**B.1.1.6 Overtime,** Rates are charged for all hours worked in excess of forty (40) hours per week or according to State law. Overtime must be pre-approved in writing by County Manager assigned to project. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

**B.1.1.7 Holidays,** Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday.

**B.1.1.8** The Health Director or Human Resources Manager and CONTRACTOR may add Classifications and payrates, as needed, by a written amendment signed by the parties.

**Maxim Healthcare Services Holiday Schedule:**

New Year’s Eve (from 3 p.m.)	Thanksgiving Day
New Year’s Day	Labor Day
Memorial Day	Christmas Eve (from 3 p.m.)
Easter	Presidents Day
Martin Luther King Day	

**B.1.2** CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

**B.2 CONTRACTORS BILLING PROCEDURES**

**B.2.1** NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

**B.2.2** County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

**B.2.3** No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

**B.2.4** County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**B.2.5** **DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.