Clinic and Contact Tracer Staffing Addendum

This Clinic and Contact Tracer Staffing Addendum, ("Addendum") is effective 9/23/2021_____ by and between Maxim Healthcare Staffing Services, Inc. ("MAXIM") and San Leandro Unified School District_____ ("CLIENT"), and CLIENT on behalf of FACILITY (defined below).

WHEREAS, CLIENT and MAXIM entered into a Nonpublic, Nonsectarian School/Agency Services Master Contract_____ Agreement (hereinafter "Agreement"), with an effective date of July 1, 2021_____;

WHEREAS, In addition to the Services outlined in the Agreement, CLIENT is requesting that MAXIM provide Clinic Staffing Service(s).

WHEREAS, CLIENT and MAXIM wish to amend the Agreement to incorporate the following terms and conditions governing the provision of Clinic Staffing Service(s);

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, CLIENT and MAXIM hereby agree as follows:

Section 1. Term. This Amendment will remain in effect for one (1) year and will renew automatically unless terminated by either Party upon thirty (30) days' written notice to other Party.

Section 2. Principles of Construction. Whenever the terms and conditions of the Agreement and this Addendum conflict, the terms and conditions of this Addendum control. Except as specifically modified by the terms and conditions of this Addendum, all of the Agreement remains in full force and effect.

Section 3. Services. MAXIM will, upon request by CLIENT, provide one or more licensed or unlicensed healthcare providers (collectively, "Personnel") as specified by CLIENT and/or CLIENT serviced and/or owned location(s) ("FACILITY") to provide on-site healthcare services, including, but not limited to clinics, vaccinations, screening(s) services, and/or contact tracing services ("Clinics") to CLIENT's patients, employee(s), contractor(s), and other personnel as applicable ("Recipients"), subject to availability of qualified Personnel, to perform duties as stated.

3.1 Permits and Licenses. CLIENT represents and warrants that is has secured and will maintain and manage all necessary permits, license, approvals, and/or certifications that are required for the provision and operation of the Clinic. CLIENT will comply with all applicable local, state, and federal rules, regulations, and laws governing such the maintenance of the aforementioned permits, licenses, approval, and/or certifications. MAXIM will follow all applicable guidelines issued by the State Department of Health Services.

3.2 Responsibility for Client Clinic(s). CLIENT and/or CLIENT on behalf of FACILITY retains full authority and responsibility for directing the Clinics for each of its Recipient(s) as applicable. Additionally, CLIENT and/or CLIENT on behalf of FACILITY retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Center for Disease Control (CDC) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment requirement(s) and Supplies requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, CLIENT and/or CLIENT on behalf of FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by CLIENT, FACILITY, and MAXIM.

i. **Screening Protocol.** MAXIM Personnel will provide Screening(s) Services of FACILITY Recipients based on FACILITY protocol(s) that will be provided to MAXIM in advance by CLIENT. If temperature taking was part of Screening, MAXIM Personnel will provide temperature recording to FACILITY Supervisor.
ii. **Testing Clinic Protocol.** MAXIM Personnel will test FACILITY Recipient(s) based on CLIENT protocol(s) that will be provided to MAXIM in advance by CLIENT.
iii. **Vaccination Protocol.** MAXIM Personnel will provide Vaccination Services ("Vaccinators") to FACILITY Recipients based on FACILITY protocol(s) that will be provided to MAXIM in advance by CLIENT. Vaccinators will be trained by CLIENT and/or CLIENT on behalf of FACILITY on Vaccination Protocol, including, but not limited to protocols responding to adverse event(s) and/or reaction(s).

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iv. **Contact Tracer Protocol.** Maxim Personnel will provide Contact Tracer services based on CLIENT protocol(s) that will be provided to Maxim Personnel.

3.3 Work Environment. CLIENT and/or CLIENT on behalf of FACILITY will ensure FACILITY provides a clean and properly maintained workspace for MAXIM to conduct the Clinic(s) that will enable MAXIM to safely provide Services to Recipients. CLIENT and/or CLIENT on behalf of FACILITY will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by CLIENT and/or CLIENT on behalf of FACILITY. MAXIM will assume no responsibility or liability for crowd control and security at Clinic(s).

3.4 Supplies. CLIENT and/or CLIENT on behalf of FACILITY will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to thermometer(s) and thermometer related supplies, gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to CLIENT and/or CLIENT on behalf of FACILITY either as line-item invoice item(s) or as built-in cost in rate(s). CLIENT and/or CLIENT on behalf of FACILITY shall be responsible for disposing of all medical waste and biohazard produced by the Clinic(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. CLIENT and/or CLIENT on behalf of FACILITY agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to CLIENT and/or CLIENT on behalf of FACILITY or any third Party as a result of its failure or inability to do so.

3.5 Credentialing.

a. All Personnel required for COVID-19 labor support must meet the following qualifications:
i. 1-step TB Test
ii. Background Checks, pending is acceptable
iii. If applicable, License and/or Certification Verification, (if valid, from any state is acceptable)
iv. If applicable, online CPR is acceptable
v. For all additional requested credentialing items by CLIENT, Personnel may present to CLIENT by end of assignment
b. If CLIENT accepts MAXIM Personnel to begin work assignment(s) while any credentialing requirement(s) is/are pending, CLIENT agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with the credentialing result(s), or inability to perform credentialing, under this Addendum. Acceptance of MAXIM Personnel for work assignment(s) constitutes Acceptance.

3.6 Data Security. CLIENT AND/OR CLIENT ON BEHALF OF FACILITY will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. CLIENT AND/OR CLIENT ON BEHALF OF FACILITY will be responsible for providing all education and training to MAXIM Personnel as it relates to CLIENT AND/OR CLIENT ON BEHALF OF FACILITY's privacy and security processes, including, without limitation the CLIENT AND/OR CLIENT ON BEHALF OF FACILITY's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. CLIENT AND/OR CLIENT ON BEHALF OF FACILITY acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the CLIENT AND/OR CLIENT ON BEHALF OF FACILITY's physical or technical environment as a result of this Addendum and Agreement for services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the CLIENT AND/OR CLIENT ON BEHALF OF FACILITY's technical environment. Additionally, CLIENT AND/OR CLIENT ON BEHALF OF FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing Service(s).

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3.7 Locum Tenens Services. Should CLIENT request physician(s) and/or mid-level Personnel, Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners ("MPR") will be the Party performing the locum tenens and midlevel providers ("Provider") Services pursuant to this Addendum. MPR will Provider will perform professional services as an independent contractor. The Provider is not an employee of MPR's for any purpose. Since the Provider is an independent contractor, MPR shall not make employee social security payments or purchase workers' compensation insurance, unemployment insurance, or health insurance for the Provider provided.

Section 4. Rates. The following Rates shall apply:

Services	Rate
Covid Medical Screener	$60/hr

4.1 Quarantine. Intentionally omitted.

4.2 Guarantee. CLIENT and/or CLIENT on behalf of FACILITY and MAXIM hereby agree that the FACILITY shall schedule MAXIM Personnel for a minimum of four (4) hours for an assignment shift. CLIENT and/or CLIENT on behalf of FACILITY acknowledges and agrees that there is a substantial investment incurred by MAXIM in recruiting, training, and employing Personnel to provide Services to FACILITY, as well as recruiting challenges for identifying Personnel willing and able to work for less than four (4) hour shifts. As such, FACILITY agrees that it will make best efforts to schedule Personnel for a minimum of four (4) hour shifts for the positions on this Attachment.

4.3 Orientation. Rates listed above will be charged for all time spent if required FACILITY orientation. CLIENT and/or CLIENT on behalf of FACILITY will promptly provide MAXIM Personnel with an adequate and timely orientation to the FACILITY and CLIENT and/or CLIENT on behalf of FACILITY's premises. CLIENT and/or CLIENT on behalf of FACILITY shall review instructions regarding confidentiality and orient MAXIM Personnel to any Exposure Control Plan of the CLIENT and/or CLIENT on behalf of FACILITY as it pertains to OSHA requirements for blood-borne pathogens, as well as any of CLIENT and/or CLIENT on behalf of FACILITY's specific policies and procedures provided to MAXIM for such purpose.

4.4 Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or per applicable state law and will be one and one-half (1.5) times the billing rate.

4.5 Mileage. Mileage will be reimbursed at the Internal Revenue Service (IRS) standard mileage rate and shall apply to all Personnel.

4.6 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 and will be one and one-half (1.5) times the billing rate:

New Year's Eve (from 3 PM)	New Year's Day	Presidents Day
Martin Luther King Day	Easter	Memorial Day
Independence Day	Labor Day	Pioneer Day (Utah Only)
Thanksgiving Day	Christmas Eve (from 3 PM)	Christmas Day

Section 5. Indemnification by Government Agency. During the term of this Addendum, Maxim is offering a public health service(s) and should be afforded all applicable state immunity related to such; Maxim will be considered an agent of CLIENT while performing Services under Addendum. Accordingly, CLIENT AND/OR CLIENT ON BEHALF OF FACILITY, at its own expense, shall defend and indemnify Maxim and its subsidiaries, affiliates, directors, officers, employees, and agents from any action arising out of the Maxim's performance of Services under this Addendum while acting as an agent of CLIENT AND/OR CLIENT ON BEHALF OF FACILITY.

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CLIENT and/or CLIENT on behalf of FACILITY and MAXIM acknowledge their understanding of the Agreement and to the mutual promises written above by executing this Addendum as of the effective date above.

San Leandro Unified School District_____:

_____
Signature

_____
Printed Name and Title

_____
Date

MAXIM HEALTHCARE STAFFING SERVICES, INC.

_____
Signature

_____
Printed Name and Title

_____
Date

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