



AGREEMENT AMENDMENT

This Amendment (hereinafter “Amendment”) to The Independent Contractor Agreement (hereinafter “Agreement”) is entered into this 16 day of June, 2020, by and between **Hemet Unified School District** located at 1791 W. Acacai Hemet, CA 92545, referred to in this Agreement as “DISTRICT,” and **Maxim Healthcare Staffing Services, Inc.** a Maryland Corporation including its affiliates and subsidiaries, with an office located at 500 S. Main St. Suite 600. Orange, CA 92868, referred to in this Agreement as “INDEPENDENT CONTRACTOR.”

RECITALS

WHEREAS, DISTRICT and INDEPENDENT CONTRACTOR entered into the Agreement, with an effective date of 23 day of June, 2020.

WHEREAS, DISTRICT and INDEPENDENT CONTRACTOR wish to amend the Agreement to incorporate the following terms and conditions.

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, DISTRICT and INDEPENDENT CONTRACTOR hereby agree to amend the Agreement to reflect the following terms and conditions:

I. This Amendment is adding the following:

a. INDEMNIFICATION:

The Independent Contractor agrees to indemnify, defend, save and hold harmless HEMET UNIFIED SCHOOL DISTRICT and their respective officers, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorney’s fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed of the Independent Contractor under or pursuant to the terms and provisions of this Agreement.

The District agrees to indemnify, defend, save and hold harmless the Independent Contractor and their respective officers, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorney’s fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed of the District under or pursuant to the terms and provisions of this Agreement.

b. CERTIFICATES OF INSURANCE:

Commercial General Liability

Independent Contractor shall furnish to HEMET UNIFIED SCHOOL DISTRICT a Certificate of Insurance, stating liability insurance is presently in effect of not less than \$1,000,000 Each Occurrence, \$3,000,000 General Aggregate, \$1,000,000 Products/Completed Operations, \$1,000,000 Personal/Advertising Injury Limit. Coverage to include general, professional coverage, including but not limited to sexual molestation/misconduct. Independent Contractor agrees to provide HEMET UNIFIED SCHOOL DISTRICT with a complete copy of policy to include all coverages and exclusions.

The Certificate(s) of Insurance must provide the following requirements:

a. Additional Insured language:

Shall apply to both General Liability and Auto Liability naming HEMET UNIFIED SCHOOL DISTRICT, its officers, agents, employees, and servants as additional insured.

Independent Contractor agrees that the automobile liability insurance provided shall be in effect at all times during the term of the contract and agrees to provide 30 day written notification prior to policy changes or cancellations. In the event insurance coverage expires at any time or times during the term of the contract, the Independent Contractor agrees to provide a new Certificate of Insurance to:

HEMET UNIFIED SCHOOL DISTRICT 1791 W.
ACACIA AVENUE
HEMET, CA 92545

New Certificates of Insurance are subject to the approval of HEMET UNIFIED SCHOOL DISTRICT. Independent Contractor agrees that no work or services shall be performed prior to such approval.

Failure to continuously maintain insurance coverage as herein provided is a material breach of the contract for which, in addition to any other remedy provided by law, HEMET UNIFIED SCHOOL DISTRICT may terminate the contract's control over the work and may proceed with the completion of the work in any manner it deems appropriate.

Worker's Compensation Insurance:

Employers Liability limits of \$1M/\$1M/\$1M which is also included and made part of the Workers Compensation coverage.

1. Shall furnish to HEMET UNIFIED SCHOOL DISTRICT a Certificate of Insurance, issued by an insurance carrier licensed to write worker's compensation insurance in the State of California and have an AM Best Rating of A or higher, including the name of the carrier and the date of expiration of the insurance, or a certificate to self-insure, issued by the California Department of Industrial Relations with Employers Liability limits of \$1M/\$1M/\$1M.
2. Independent Contractor shall be required to secure the payment of Worker's Compensation to his/her employees in accordance with the provisions of Labor Code Section, 3700.
3. Independent Contractor shall place into effect and maintain enforce such insurance for claims under Workers' Compensation acts and from any other claims for damage to property or personal injury including death, which may arise from operations

under this contract, and will hold the State, its officer, employees and agents harmless from all liability for such claims.

II. All other terms and conditions will remain unchanged as stated in the Agreement

The terms and conditions of this Amendment are effective as of 23 day of June, 2020. All other terms and conditions will remain unchanged as stated in the Agreement. DISTRICT and INDEPENDENT CONTRACTOR have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

HEMET UNIFIED SCHOOL DISTRICT

MAXIM HEALTHCARE STAFFING SERVICES, INC.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date