4997.10

SECOND AMENDMENT

to the

DEVELOPMENT DISABILITY AFFILIATION AGREEMENT

by and between:

SEDGWICK COUNTY, KANSAS

and

Maxim Healthcare Services, Inc.

This Second Amendment made and entered into this 22nd day of December, 2020, by and between Sedgwick County, Kansas ("County"), acting as the State of Kansas appointed Community Developmental Disability Organization, and Maxim Healthcare Services, Inc. ("Community Service Provider" or "CSP" or "Contractor").

WITNESSETH:

WHEREAS, the parties hereto entered into a Developmental Disability Affiliation Agreement ("Agreement") on 09/01/2019; and

WHEREAS, the parties hereto entered into the Amendment to the Development Disability Affiliation Agreement ("First Amendment") on 07/21/2020, which extended the initial term of the Agreement through December 31, 2020; and

WHEREAS, the Participating CDDO Agreement FY2020 between the Secretary of the Department for Aging and Disability Services, the Kansas Department of Health and Environment, and the Sedgwick County CDDO was amended to extend the term of the Participating CDDO Agreement FY2020 to June 30, 2021. The parties hereto wish for the term of this Agreement to be extended in turn; and

WHEREAS, the parties hereto find it necessary to enter into this Second Amendment; and

WHEREAS, the parties agree that all terms and conditions of the Original Agreement and the First Amendment are incorporated herein, except as explicitly modified by the terms of this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree to amend the Original Agreement and First Amendment as set forth below:

1. Section 2., "Term," is hereby amended to read as follows:

"**2. Term.** The initial term of this Agreement shall commence on 09/01/2019 and shall end on August 31, 2021. This Agreement may continue for a reasonable time after August 31, 2021, if both parties agree in writing to continue operating under the terms of this Agreement while they are actively negotiating a new agreement."

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2. Appendix B, "Sedgwick County Mandatory Independent Contractor Addendum," Section 3, is hereby amended to read as follows:

   "3. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor, unless required by law or regulation; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct."

3. Appendix B, "Sedgwick County Mandatory Independent Contractor Addendum," Section 8, is hereby amended to read as follows:

   "8. County will not provide training or instruction to Contractor regarding the performance of services hereunder, unless required by law or regulation."

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IN WITNESS WHEREOF, County and Contractor have executed this Amendment as of the day and year first above written.

SEDGWICK COUNTY, KANSAS:

Thomas J. Stolz
County Manager

Maxim Healthcare Services, Inc.

Jarett A. Love
jalove@maxhealth.com

Jarett Love
Assistant Controller

APPROVED AS TO FORM ONLY:

Kirk W. Sponsel
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

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