

TULARE COUNTY AGREEMENT NO. _____

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into as of _____ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **Maxim Health Care Services, Inc.** ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to retain the services of CONTRACTOR for the purpose of providing qualified healthcare professionals including nurse practitioners, physician assistants, and physicians for temporary placement as needed to ensure continuity of care and avoid disruption of patient health services.
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the Public Health Branch; and
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective March 1, 2019, and expires at 11:59 PM on June 30, 2021, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** See attached **Exhibit A**.
- 3. **PAYMENT FOR SERVICES:** See attached **Exhibit B and B-1**.
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

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<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
<input type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts
<input checked="" type="checkbox"/>	Exhibit I	Temp-To-Hire Contract Assignment Addendum

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Contracts Unit
 Tulare County Health and Human
 Services Agency
 5957 S. Mooney Blvd.
 Visalia, CA 93277
 Phone No.: 559-624-8000
 Fax No.: 559-713-3718

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
 2800 W. Burrel Ave.
 Visalia, CA 93291
 Phone No.: 559-636-5005
 Fax No.: 559- 733-6318

CONTRACTOR:

Maxim Health Care Services, Inc.
 6051 N. Fresno St., Suite 102
 Fresno, CA 93710
 Phone No.: 559-224-0299
 Fax No.: 800-318-2074

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

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9. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Maxim Health Care Services, Inc.

Date: 3/6/19

By [Signature]

Print Name Brandon McGee

Title Asst. Controller

Date: 3/6/19

By [Signature]

Print Name Toni-Jean Lisa

Title SVP General Counsel/Secretary

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By [Signature] 4/24/19

Deputy
Matter # 20181537

EXHIBIT A

Scope of work

- *Maxim Healthcare Services, a nationwide healthcare company will be partnering with Tulare County to provide medical staffing services for various medical facilities including Visalia HealthCare Center, Visalia Adult Integrated Clinic, and the Tulare County WIC office in Porterville. In addition, Maxim has the capability to provide medical staffing services to the following type of medical facilities: including and not limited to: Hospitals, Surgery Centers, School Districts, County Behavioral Health programs (including medical, mental health/psychiatric services). Maxim Healthcare will initially be providing Tulare County HHSA with the following medical designations: Nurse Practitioner, Physician Assistant, Social Worker (LCSW/LMFT), Psychologist, and Dietitian. Maxim Healthcare also has the general capacity and capability to provide medical services for other various medical positions including but not limited to: Radiology (such as Radiology Tech, X-Ray Tech, Sonographer), Surgery Tech, Medical Assistants, and various other medical specialties. Maxim Healthcare provides placement services in Direct Placement, and Temporary to Direct Placement assignments.*

EXHIBIT B

Rates of Service:

- Rates of service are listed below (charged on an hourly basis – per hour worked).
- This agreement is limited to a total of \$750,000.00 and expires no later than 6/30/2021.

Service	Hourly Rate
Nurse Practitioner	\$125.00/hr
Physician Assistant	\$125.00/hr
Psychologist	\$110.00/hr
Supervising Licensed Mental Health Clinician	\$100.00/hr
LCSW	\$90.00/hr
LMFT	\$90.00/hr
Unlicensed Mental Health Clinician	\$60.00/hr
Dietitian	\$80.00/hr
Registered Nurse	\$80.00/hr
Licensed Vocational Nurse	\$48.00/hr
Licensed Psychiatric Technician	\$48.00/hr
Medical Assistant	\$35.00/hr

EXHIBIT B-1

Conversion of Employee

- Employees of Maxim are eligible to convert to COUNTY employee status after working the equivalent of 26 weeks, 40 hour a week – AT NO EXTRA COST. This can also be seen as working the equivalent of 1,040 (One Thousand and Forty) hours
 - o The COUNTY is eligible to “convert” an employee of Maxim to becoming a COUNTY employee by having that employee work a total of 1,040 hours, the equivalent of 26 weeks, 40 hour a week.
 - o I have also attached a conversion schedule that explains what the Conversion Fee would be if the County wanted to convert an employee before their required hour minimum has been met. Depending on where employees fall in the range, their conversion fee would be based on a percentage of their first year annual salary.
- Essentially because we offer a service where our clients can hire our staff free of charge after 6 months of full-time employment, our clients will often hire our staff. I am attaching a document we traditionally add as an amendment to our formal staffing agreement. However, since we will be working off of a County drafted staffing agreement, I wanted to send you the example of what we would typically use as an Assignment Agreement. I wanted to send this to you now, to put it out there that we would need the County to also draft some type of County approved document that would essentially guarantee that our specified employee would be guaranteed 6 months of full-time employment prior to being converted to a direct Tulare County HHSA employee.

Aggregate Hours Worked By Personnel For Client in a Twelve (12) month period	Conversion Fee
Prior to completing 280 hours	25% of annualized starting salary
After Completions of 281 – 520 hours	20% of annualized starting salary
After Completions of 521 – 750 hours	10% of annualized starting salary
After Completions of 751 – 1,040 hours	5% of annualized starting salary
After Completions of 1,040 hours	0% of annualized starting salary

Exhibit C

PROFESSIONAL SERVICES CONTRACTS INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Andrea Smith Date: 4/11/19

Contractor Name Maxim Healthcare Services, Inc.

Signature 

EXHIBIT I



**TEMP-TO-HIRE CONTRACT ASSIGNMENT ADDENDUM
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS ("MAXIM")
EXTENDED LOCAL STAFFING RATES FOR
TULARE COUNTY HEALTH AND HUMAN SERVICES ("COUNTY")**

MAXIM agrees to assign _____, Social Worker/Nurse Practitioner/Psychologist/Dietitian, (hereinafter referred to as "EMPLOYEE") to Visalia Healthcare Center/Visalia Adult Integrated Clinic/Tulare County WIC Office for a period of twenty-six (26) weeks, commencing on _____.

COUNTY agrees to utilize EMPLOYEE for the period of time stated above, with the option to convert EMPLOYEE to COUNTY staff as outlined in Placement period below or extend contract period upon written agreement by MAXIM. COUNTY agrees to pay MAXIM \$90/100/125 per hour, with a minimum of forty (40) hours per week, for hours worked by EMPLOYEE at COUNTY.

Notwithstanding the foregoing, COUNTY may request that MAXIM terminate the services of EMPLOYEE immediately for any reason per the terms of the COUNTY Agreement No. PA2926 prior to the completion of the twenty-six (26) weeks, in which case COUNTY shall only be responsible for compensating MAXIM for the hours worked by EMPLOYEE up to time of termination.

Placement Period. COUNTY may seek to hire EMPLOYEE after one-thousand-forty (1,040) full-time hours worked through MAXIM – at no additional cost.

Early Dismissal/Termination of Assignment. If EMPLOYEE voluntarily leaves assignment or is dismissed or requested not to return by COUNTY prior to completion of one-thousand-forty (1,040) hours, MAXIM will invoice COUNTY only for hours worked and approved by COUNTY. COUNTY will document and notify MAXIM of any and all performance-related concerns or occurrences, and work with MAXIM and EMPLOYEE to resolve performance concerns prior to dismissing employee or requesting that the EMPLOYEE not return to the COUNTY.

TULARE COUNTY HEALTH AND HUMAN SERVICES:

MAXIM HEALTHCARE SERVICES, INC.
D/B/A MAXIM STAFFING SOLUTIONS:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date