



COUNTY STAFFING AGREEMENT

This Staffing Agreement (hereinafter "Agreement") is entered into this 30th day of August, 2020, by and between Monterey County, a **political subdivision of the State of California**, referred to in this Agreement as "COUNTY," and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 631 River Oaks Pkwy San Jose, CA 95134 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, COUNTY operates Alternative Housing Sites in response to the COVID-19 pandemic and Proclamation of Local Emergency, located in Monterey County, California and wishes to engage MAXIM to provide personnel to supplement COUNTY's emergency staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to COUNTY.

WHEREAS, on March 6th, 2020, the County of Monterey declared a Local Emergency in response to the COVID-19 pandemic. In order to ameliorate the effects of the pandemic on persons residing in congregate settings or persons who are experiencing housing insecurity, the COUNTY, with assistance from the State of California, created Alternative Housing Sites to temporarily house individuals affected by COVID-19.

WHEREAS, in order to provide adequate staffing to the Alternative Housing Sites, the COUNTY wishes to supplement its personnel with additional MAXIM licensed health care personnel on a temporary basis, and only for the duration of the Proclamation of Emergency.

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, COUNTY and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) year or until the conclusion of the County's Proclamation of Local Emergency pursuant to the COVID-19 pandemic, whichever occurs first.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. If termination cause is payment default, MAXIM may terminate this Agreement upon seven (7) days advance written notice of the termination date to COUNTY. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services. Maxim will, upon request by COUNTY, provide one or more licensed healthcare providers (i.e. LPNs, LVNs, RNs, CNAs) or other non-clinical personnel ("Non-Clinical Personnel") as specified by COUNTY (collectively Personnel) for supplemental staffing services, subject to the availability of qualified Personnel. In the event COUNTY requires MAXIM to provide non-clinical Personnel with the Personnel Requirements as outlined in Section 2.2, COUNTY shall notify MAXIM

in writing of its request to abide by such Personnel Requirements. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by COUNTY, MAXIM will provide COUNTY with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 Personnel. MAXIM will supply COUNTY with MAXIM Personnel who meet the following criteria and will provide evidence of the following criteria:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, to comply with State law.
- 3) Completed pre-employment physical as requested in writing by COUNTY to comply with applicable law.
- 4) MAXIM will complete pre-employment screening, as required:(a) TB skin test or chest X-ray as required by law, (b) criminal background check(s), (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 Insurance.

Without limiting MAXIM'S duty to indemnify, MAXIM shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (ii) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non owned, and hired vehicles, used in providing services under an AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- (iv) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, MAXIM shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of an AGREEMENT.

Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for MAXIM and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the MAXIM'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the MAXIM'S insurance.

Prior to the execution of an AGREEMENT by County, MAXIM shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that MAXIM has in effect the insurance required by an AGREEMENT. MAXIM shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.

Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to COUNTY are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. Nothing in this agreement shall create an employer and employee relationship between MAXIM employees and COUNTY. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify COUNTY in writing of its intent to use subcontractors and will obtain advance written approval from COUNTY. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to COUNTY if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to COUNTY. Any Personnel provided to COUNTY by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, 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. COUNTY shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 PERS Notification. MAXIM 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 MAXIM for service to COUNTY.

MAXIM 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 MAXIM’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 MAXIM’s employee had previously worked for a governmental entity that participates or participated in CalPERS (California Public Employees’ Retirement System).

Should MAXIM fail to properly identify a PERS annuitant or a MAXIM 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.

Supplemental Employee Assignment, Tracking Hours: MAXIM shall be responsible for tracking cumulative hours per MAXIM’s employee for all assignments with the County of Monterey (this will include all County of Monterey Departments or Agencies, including Natividad Medical Center). MAXIM shall notify the Monterey County Contracts & Purchasing Department, 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 1st through June 30th).

Section 2.7 Record Access. In instances where COUNTY is Medicare and/or Medicaid certified, MAXIM agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives (“USDHHS”) until the expiration of six (6) years after the date on which such services were furnished under this Agreement.

ARTICLE 3. RESPONSIBILITIES OF COUNTY

Section 3.1 Orientation. COUNTY will promptly provide MAXIM Personnel with an adequate and timely orientation to COUNTY. COUNTY shall review instructions regarding confidentiality (including patient and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the COUNTY as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the COUNTY’S specific policies and procedures provided to MAXIM for such purpose.

Section 3.2 Requests for Personnel. COUNTY will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by COUNTY at the time of the initial call.

Section 3.3 Short-notice Requests. MAXIM will bill COUNTY for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as

the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.4 Staff Order Cancellation. If COUNTY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill COUNTY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.5 Responsibility for Patient Care. Intentionally Omitted.

Section 3.6 Placement Fee. For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at COUNTY, COUNTY agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. COUNTY understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the COUNTY to render temporary service(s) and are not assigned to become employed by the COUNTY. The COUNTY further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that COUNTY, or any affiliate, subsidiary, department, or division of COUNTY hires, employs or solicits MAXIM Personnel, COUNTY will be in breach of this Agreement. COUNTY agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 Hours x 30%). The obligations set forth in this Section shall survive the termination of this Agreement.

This Section 3.6 notwithstanding, COUNTY may hire any Personnel provided by MAXIM once Personnel have completed a minimum number of hours of work for COUNTY through MAXIM, according to the following schedule:

Aggregate Hours Worked By Personnel For Client in a Twelve (12) month period	Conversion Fee
Prior to completing 140 hours	20 % of annualized starting salary
After Completions of 140-280 hours	18 % of annualized starting salary
After Completions of 280-420 hours	15 % of annualized starting salary
After Completions of 420-520 hours	10 % of annualized starting salary
After Completions of 520 hours	5 % of annualized starting salary

Section 3.7 Non-Performance. If COUNTY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, COUNTY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. COUNTY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to COUNTY without prior approval of the COUNTY.

Section 3.8 Right to Dismiss. COUNTY may request the dismissal of any MAXIM Personnel for any reason. COUNTY agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. COUNTY shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Float Policy. Subject to prior written notification, COUNTY may reassign Personnel to a different COUNTY department, unit, COUNTY, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If COUNTY Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. COUNTY will provide the Personnel with additional orientation regarding the Float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the Float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification.

Section 3.10 Insurance. COUNTY will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. COUNTY will give MAXIM prompt written notice of any material change in COUNTY coverage.

Section 3.11 Incident Reports. COUNTY shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the COUNTY and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor COUNTY will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to COUNTY every week for Personnel provided to COUNTY during the preceding week. Invoices shall be submitted to the following address:

**Monterey County Contracts & Purchasing
Department
1488 Schilling Place
Salinas, CA 93901
ATTN: Mike Derr, Contracts & Purchasing
Officer for the County of Monterey**

Section 5.2 Payment. All amounts due to MAXIM are due and payable within fifteen (30) days from date of invoice. COUNTY will send all payments to the address set forth on the invoice.

Section 5.3 Late Payment. Intentionally Omitted.

Section 5.4 Annual Rate Increases. PARTIES may renegotiate rates on an annual basis.

Section 5.5 **Bankruptcy by County.** Intentionally Omitted.

ARTICLE 6. TRAVEL SERVICES

Section 6.1 **Travel Services.** In addition to the Services outlined herein, MAXIM provides supplemental travel staffing services and agrees to assign such personnel (“Travel Personnel”) to work such specified assignments as agreed to by the Parties. To the extent Travel Personnel are assigned, the terms of this Article shall apply.

Section 6.2 **Interviews.** MAXIM will provide COUNTY with names of Travel Personnel interested in traveling assignments and provide all pertinent information requested by COUNTY for an interview. COUNTY reserves the right to conduct a telephone interview with any Travel Personnel prior to accepting such Travel Personnel for assignment. If COUNTY requests a face-to-face interview, MAXIM will bill COUNTY for cost of travel and lodging. COUNTY has the opportunity to interview all interested Personnel recruited by MAXIM, before said Travel Personnel provide Services. Therefore, MAXIM will not have any liability to COUNTY if said Travel Personnel fails to meet his/her requirements. Additionally, COUNTY will not be relieved of paying MAXIM the established fees set forth in this Agreement for said Travel Personnel.

Section 6.3 **Travel Coordination.** MAXIM shall be solely responsible for coordinating Travel Personnel’s travel assignments to COUNTY including housing, payroll and related functions.

Section 6.4 **Travel Assignment Cancellation.** MAXIM may cancel the remaining term of an assignment with notification to COUNTY. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Travel Personnel within fourteen (14) days from the date of notification.

Section 6.5 **Assignment Continuation.** COUNTY agrees that all Travel Personnel introduced by MAXIM and/or accepted for assignment by COUNTY, will continue to work future COUNTY assignments solely as employees of MAXIM during the term of this Agreement.

Section 6.6 **Travel Assignment Cancellation for Convenience.** COUNTY agrees to utilize Travel Personnel for the specified period of time, outlined in the Assignment Confirmation. Should COUNTY staffing needs change and COUNTY wishes to cancel Travel Personnel already being utilized on contract, COUNTY must give MAXIM fourteen (14) days’ notice before cancellation date. If COUNTY does not provide required notice, COUNTY will be required to pay MAXIM a fee equal to: the sum of seventy-two (72) hours of such Personnel’s rate subtracted by any hours worked by Travel Personnel after notice is given (calculated as Travel Bill Rate x 72 Hours - Hours Worked after cancelation notice). MAXIM will make reasonable effort to place Travel Personnel in other facilities in the area.

Section 6.7 **Travel Personnel Non-Performance.** If COUNTY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, COUNTY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. COUNTY’S obligation to compensate MAXIM for such Personnel’s services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to COUNTY without prior approval of the COUNTY.

Section 6.8 **Confirmations.** Each assignment will be confirmed in writing with the specific hourly rates to be charged for specific Travel Personnel to work a specific

assignment. Assignment Confirmations (Exhibit B) will be sent via electronic mail, facsimile, or reliable carrier as agreed upon by the COUNTY and MAXIM.

Section 6.9 Incorporation of Assignment Confirmations. COUNTY agrees that any Assignment Confirmation(s) and/or Attachment(s) attached hereto are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) and/or Attachment(s) will govern.

ARTICLE 7. GENERAL TERMS

Section 7.1 Independent Contractors. MAXIM and COUNTY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor COUNTY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 7.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 7.3 Indemnification. MAXIM agrees to indemnify and hold harmless COUNTY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement. COUNTY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of COUNTY, its directors, officers, employees, contractors or agents under this Agreement.

Section 7.4 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, each side shall be responsible for its own attorney's fees.

Section 7.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

County of Monterey
1488 Schilling Place
Salinas, CA 93901
1488 Schilling Place
Salinas, CA 93901
Mike Derr, Contracts & Purchasing
Officer

Maxim Healthcare Staffing Services, Inc.

7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

COPY TO:

Monterey County Office of
Emergency Services
1322 Natividad Road
Salinas, CA 93906

COPY TO: Gerry Malais and Fred
Claridge

Maxim Healthcare Staffing Services, Inc.
631 River Oaks Pkwy
San Jose, CA 95134
ATTN: **Kyle Mallick**

Section 7.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 7.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between COUNTY and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 7.8 Availability of Personnel. The parties agree that MAXIM'S duty to supply Personnel on request of COUNTY is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of COUNTY to request Personnel shall result in no penalty to COUNTY or any party claiming by or through it and shall not constitute a breach of this Agreement.

Section 7.9 Compliance with Laws. MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify COUNTY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 7.10 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 7.11 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of California and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 7.12 Limitation on Liability. Intentionally Omitted.

Section 7.13 Incorporation of Recitals. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 7.14 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the COUNTY, or the best interests of patients. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 8. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 8.1 Confidentiality.

A. MAXIM/COUNTY Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. The parties agree that this Agreement shall be disclosable subject to a California Public Records Act request. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Patient/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding patients/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by COUNTY, MAXIM and patient/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 8.2 HIPAA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that COUNTY may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of COUNTY's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in COUNTY's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of COUNTY's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to COUNTY hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA and HITECH.

COUNTY and MAXIM 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.

MONTEREY COUNTY

Signature

Printed Name & Title

Date

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Jessa Lombo

Signature

Jessa Lombo, Regional Controller

Printed Name & Title

09/18/2020

Date

MONTEREY COUNTY

Signature

Printed Name & Title

Date

MAXIM HEALTHCARE STAFFING
SERVICES, INC.:

Andrea Torres

Signature

Andrea Torres, Assistant Controller

Printed Name & Title

09/18/2020

Date

MONTEREY COUNTY

Signature

Printed Name & Title

Date

ATTACHMENT A
MAXIM HEALTHCARE STAFFING SERVICES, INC.
COUNTY STAFFING RATES FOR
MONTEREY COUNTY HEALTH DEPARTMENT

Charges will be based on the following hourly rate schedule effective **8/30/2020**:

Service	Travel Rate	Local Rate
RN I	\$100	\$95
RN II	\$110	\$105
RN III	\$120	\$115
Public Health Nurse	\$110	\$110
LVN	\$65	\$65
CNA	\$45	\$40
Medical Assistant	\$50	\$50
Clinical Laboratory Scientist	\$95	\$90
Physical Therapist	\$120	\$90
Occupational Therapist	\$110	\$90
Speech Language Pathologist	\$130	\$100
Rad Tech	\$85	\$80
Anesthesia Tech	\$65	\$60
Social Worker	\$85	\$80
Mental Health Worker	\$55	\$50
CT Tech	\$90	\$85
Rad Tech	\$85	\$80
Mammo Tech	\$95	\$90
MRI Tech	\$85	\$80
OR/Surgical Tech	\$72	\$70
Orthopedic Tech	\$70	\$65
Sterile Processing Tech	\$68	\$63
Ultrasound Tech	\$95	\$90
Nuclear Med Tech	\$95	\$90
Vascular Tech	\$100	\$95
Phlebotomist	\$45	\$42
Admin Assistant	\$42	\$38
Echo Tech	\$85	\$80
EKG Tech	\$55	\$50
Pharmacy Tech	\$55	\$50
Pharmacist	\$105	\$100
Dental Assistant	\$65	\$60
Respiratory Therapist	\$80	\$75
Sonographer	\$45	\$40
Paramedic	\$65	\$60
EMT	\$55	\$50
Nurse Practitioner	-	Please inquire about rate
Physician	-	Please inquire about rate

Physician Assistant	-	Please inquire about rate
Psychiatrist	-	Please inquire about rate

Annual Rate Increase. An annual rate increase of 3% will be added to each services type listed above on 8/30 every year beginning in 2021.

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and ending at 7:00 a.m. on Monday.

Orientation. Rates listed above will be charged for all time spent in required COUNTY orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have COUNTY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

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. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 PM)
 New Year's Day
 Memorial Day
 Independence Day
 Easter
 Martin Luther King Day

Thanksgiving Day
 Labor Day
 Christmas Eve (from 3 PM)
 Christmas Day
 Presidents Day
 Pioneer Day (Utah Only)

MONTEREY COUNTY:

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

Signature

Jessa Lombo
 Signature
 j.lombo@maxhealth.com

Printed Name & Title

Jessa Lombo, Regional Controller

Printed Name & Title

09/18/2020

Date

Date

MONTEREY COUNTY:

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

Signature

Andrea Torres
 Signature
 a.torres@maxhealth.com

Printed Name & Title

Andrea Torres, Assistant Controller

Printed Name & Title

09/18/2020

Date

Date

MONTEREY COUNTY.:

Signature

Printed Name & Title

Date