

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

**Meeting of
February 6, 2007**

AGENDA TITLE: Amendment II to Agreement #113-S0610 with Maxim Healthcare Services, Inc.

DEPARTMENT: Mental Health

DEPT SIGNOFF:

CAO USE ONLY:

CONTACT: John Bachman, PhD

DATE: 1/12/2007

PHONE: 621-5106

John Bachman

*1/17
C Laura Schwartz*

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Mental Health Department requests the Board approve and authorize the Chairman to sign Amendment II to Agreement #113-S0610 with Maxim Healthcare Services, Inc. to provide temporary personnel to the Psychiatric Health Facility on an "as requested" basis for the Mental Health Department. This amendment is necessary to increase the compensation amount by \$65,000 due to greater than expected use of Maxim's services. The term of this Agreement is for the period of April 11, 2006 through April 30, 2007.

(Term is extended by 19 days through this amendment.)

CAO RECOMMENDATIONS: *Recommend approval. Laura S. Gell 1/22/07*

Financial impact? ☒ Yes ☐ No

BUDGET SUMMARY:

Total Est. Cost	\$65,000.00
Funding	
Budgeted	\$65,000.00
New Funding	
Savings*	
Other	
Total Funding	\$65,000.00
Change in Net County Cost	

Funding Source: ☐ Gen Fund ☒ Other

Other: Managed Care Funding and Realignment

CAO Office Use Only:

4/5's Vote Required	☐ Yes ☒ No
Change in Policy	☐ Yes ☒ No
New Personnel	☐ Yes ☒ No

CONCURRENCES:

Risk Management	☒
County Counsel	
Other	

***Explain**

BOARD ACTIONS:

Vote: Unanimous _____ **Or**

Ayes:

Noes:

Abstentions:

Absent:

Rev. 5/04 ISKW001 Agenda

**I hereby certify that this is a true and correct copy of
an action taken and entered into the minutes of the
Board of Supervisors**

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____

EL DORADO COUNTY

DEPARTMENT OF MENTAL HEALTH ADMINISTRATIVE OFFICE



John Bachman, PhD, Director
Barry Wasserman, LCSW, Acting Deputy Director
344 Placerville Drive, Suite 20
Placerville, CA 95667
Phone: (530) 621-6200
Fax: (530) 622-3278

January 12, 2007

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Subject: Amendment II to Agreement #113-S0610 with Maxim Healthcare Services, Inc.

RECOMMENDATIONS: The Mental Health Department recommends the Board approve and authorize the Chairman to sign Amendment II to Agreement #013-S0610 with Maxim Healthcare Services, Inc. The agreement is being amended to increase the compensation amount by \$65,000.00, bringing the total for the one year agreement to \$100,000.00.

REASONS FOR RECOMMENDATIONS: Maxim Healthcare Services, Inc. provides temporary personnel to the Psychiatric Health Facility on an "as requested" basis for the Mental Health Department. The amendment is needed due to greater than expected use of Maxim's services.

This amendment has been approved by County Counsel and Risk Management, and a copy is on file in the Board Clerk's Office.

The Administrator of this Agreement shall be Thomas Michaelson, Department Analyst.

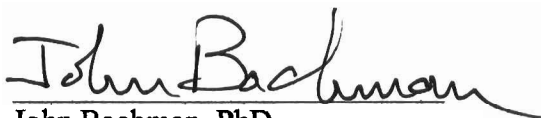
FISCAL IMPACT: The total funding for the amended Agreement is \$100,000.00 for the one year period.

NET COUNTY COST: None.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

1. Board Clerk's Office will forward the executed amendment to the Agreement to the Mental Health Department for further processing.
2. CAO's Procurements and Contracts Division will increase the blanket purchase order.

Respectfully submitted,


John Bachman, PhD
Director

CONTRACT ROUTING SHEET

Date Prepared: 11/20/06

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts

Dept. Contact: Pam Carlone

Phone #: 5833

Department _____

Head Signature: *Bonnie H. Rich*

Bonnie H. Rich

CONTRACTOR:

Name: Maxim Healthcare Services

Address: 3013 Douglas Blvd.

Roseville, CA 95661

Phone: 916-788-1550

EL DORADO COUNTY COUNSEL
2006 NOV 20 AM 10:25

CONTRACTING DEPARTMENT: Mental Health

Service Requested: Long Term 24-Hr. Special Treatment Program

Contract Term: Expires 4/30/07 Amendment Value: \$65,000

Compliance with Human Resources requirements? Yes: _____ No: _____

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ☒ Disapproved: _____ Date: 11-21-06 By: *Carlone*

Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT

DATE 11-20-06
ATTORNEY *ELC*
DEPT INDEX NO. 026100
BY: *KAR*

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ☒ Disapproved: _____ Date: 11/22/06 By: *J Costello*

Approved: _____ Disapproved: _____ Date: _____ By: _____

Please secure proof of updated insurance.

NOV 22 2006

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

ORIGINAL

AGREEMENT FOR SERVICES #113-S0610 AMENDMENT II

This Amendment II to that Agreement for Services #113-S0610, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Maxim Healthcare Services, Inc., a Maryland Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 7080 Samuel Morse Drive, Columbia, MD 21045, and whose local place of business is 3013 Douglas Boulevard, Suite 160, Roseville, CA 95661; (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, Consultant has been engaged by County to provide personnel to supplement the psychiatric facility for the Mental Health Department on an "as requested" basis in accordance with Agreement for Services #113-S0610 dated April 11, 2006, and Amendment I dated October 11, 2006, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement, hereby amending **ARTICLE IV – Term** and **ARTICLE V – Compensation for Services**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #113-S0610 shall be amended a second time as follows:

ARTICLE IV

Term: This Agreement, as amended, shall become effective upon execution by both parties hereto and shall cover the period of April 11, 2006 through April 30, 2007.

ARTICLE V

Compensation for Services: For services provided herein, County agrees to pay Consultant weekly in arrears. Payment shall be made within thirty (30) days after County's receipt and approval of invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rates shall be in accordance with Revised Exhibit "A", marked "Fee Schedule", incorporated herein and made by reference a part hereof. The total amount of this Agreement, as amended, shall not exceed \$100,000.00.

Except as herein amended, all other parts and sections of that Agreement #113-S0610 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: TPM Dated: 11-27-06
Tom Michaelson, Department Analyst
Mental Health Department

Requesting Department Head Concurrence:

By: John Bachman Dated: 11/28/06
John Bachman, Ph.D., Interim Director
Mental Health Department

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #113-S0610 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--- COUNTY OF EL DORADO ---

Dated: _____

By: _____
Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONSULTANT --

Dated: _____

MAXIM HEALTHCARE SERVICES, INC.
A MARYLAND CORPORATION

By:  _____
President
"Consultant"

By:  _____
Corporate Secretary

COPY
ORIGINAL

AGREEMENT FOR SERVICES #113-S0610
AMENDMENT I

This Amendment I to that Agreement for Services #113-S0610, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Maxim Healthcare Services, Inc., a Maryland Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 7080 Samuel Morse Drive, Columbia, MD 21045, and whose local place of business is 3013 Douglas Boulevard, Suite 160, Roseville, CA 95661; (hereinafter referred to as "Consultant");

W I T N E S S E T H

WHEREAS, Consultant has been engaged by County to provide personnel to supplement the psychiatric facility for the Mental Health Department on an "as requested" basis, in accordance with Agreement for Services #113-S0610, dated April 11, 2006, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to expand the Scope of Services of said Agreement, hereby amending **ARTICLE I – Scope of Services**; and

WHEREAS, the parties hereto have mutually agreed to revise **ARTICLE III – Placement Fee**; and

WHEREAS, the parties hereto have mutually agreed to increase the compensation of said Agreement by an additional \$25,000.00, hereby amending **ARTICLE V – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXIV – Physician/Psychiatrists Permanent Recruitment and Non-Solicitation**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #113-S0610 shall be amended a first time as follows:

ARTICLE I

Scope of Services: Consultant agrees upon request by County to provide one or more licensed health care providers (i.e., Locum Tenens Physicians/Psychiatrists, RNs, LVN/LPT, MHWs, CNAs) as specified by the County Mental Health Department for supplemental staffing services, subject to availability of qualified personnel. Consultant shall supply personnel who meet the following criteria:

- 1) Possess current state license/registration and/or certification;
- 2) Possess CPR certification, as required by State law;
- 3) Meet applicable laws, regulations, and/or accreditation standards. to be presented to County Administrator upon request;
- 4) Possess proof of pre-employment screening to include a physical (as applicable to State law) and TB skin test, professional references, criminal background check(s) (and drug screenings as applicable); and
- 5) Possess at least one (1) year of relevant professional experience and one (1) year of specialty experience.

Consultant shall maintain direct responsibility as employer for payment of wages, and federal, state and local income taxes, social security taxes, workers' compensation, and unemployment insurance. Consultant agrees to maintain documentation on all personnel provided by Consultant in an employee file.

When applicable, Consultant 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 representative ("USDHHS") until the expiration of four (4) years after the date on which such services were furnished under this Agreement.

Consultant shall coordinate with County to promptly provide Consultant personnel with an orientation of County facility. Consultant shall review instructions regarding confidentiality (including patient and employee), and orient Consultants' personnel to the specific Exposure Control Plan of the facility as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the facility's specific policies and procedures provided to Consultant for such purpose.

County retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by Consultant personnel under this Agreement are furnished in a safe and effective manner and in accordance with applicable standards.

County shall 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 shall be provided by County at the time of the initial call.

If County concludes, in its sole discretion, that any personnel provided by Consultant have engaged in misconduct, or have been negligent, County may require the individual to leave the premises and will notify Consultant immediately in writing, providing in reasonable detail the reasons(s) for such

dismissal. County's obligation to compensate Consultant for such individual's services will be limited to the number of hours actually worked. Consultant shall not reassign the individual to the facility without prior approval of the County.

County may request the dismissal of any Consultant personnel for any reason. County agrees to notify Consultant of any such action immediately in writing, providing in reasonable detail the reasons (s) for such dismissal. County shall be obligated to compensation Consultant personnel for all hours worked prior to dismissal.

In all instances where personnel are supervised by County, County shall document and develop an incident report of any injury, illness, or ailment experienced by Consultant's personnel at the facility workplace in accordance with applicable federal, state and local laws, rules and regulations.

Neither Consultant nor County shall 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 III

RNs, LVN/LPT, MHWs, CNAs - Placement Fee: For a period of twelve (12) months following that date on which a Consultant personnel member last worked a shift at the 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 Consultant during the term of this Agreement. County understands and agrees that Consultant is not an employment agency and that personnel are assigned to the facility to render temporary service(s) and are not assigned to become employed by the County. The County further acknowledges and agrees that the substantial investment in business related costs incurred by Consultant 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 Consultant personnel, County will be in breach of this Agreement. County agrees to give Consultant (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ continuing to staff personnel through Consultant for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; or (b) to pay Consultant liquidated damages 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%).

ARTICLE V

Compensation for Services: For services provided herein, County agrees to pay Consultant weekly in arrears. Payment shall be made within thirty (30) days after County's receipt and approval of invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rates shall be in accordance with Revised Exhibit "A", marked "Fee Schedule", incorporated herein and made by reference a part hereof. The total amount of this Agreement, as amended, shall not exceed \$35,000.00.

ARTICLE XXIV

Physician/Psychiatrists Permanent Recruitment and Non-Solicitation: County may wish to enter into a direct long- or short-term relationship with a Physician who has worked with County or has been introduced through Consultant. Consultant's business depends on preserving our locum tenens network, which we have expended considerable resources to develop and maintain. Therefore, as separate consideration for our efforts in locating and referring a Physician to County, County agrees to pay Consultant a permanent recruitment fee in the amount of twenty-four thousand dollars (\$24,000) for any Physician introduced to County by Consultant. County must inform Consultant within twenty-four (24) hours if any Physician presented by Consultant is already known to the County. Otherwise, the Physician(s) will be conclusively presumed to have been introduced by Consultant to County. Any Physician who has provided services for County through Consultant who:

- accepts a position, during the term of this Agreement or within (2) years after its termination and whether or not in the area served by County's facility, practice where the Physician performed service(s), or was introduced to perform locum tenens services for County, with County or any affiliate (meaning any individual practice, group, clinic, or other organization that is owned, managed or operated, directly or indirectly, by County or by any persons or entities of which County is, directly or indirectly, an owner, partner, agent, employee or subsidiary, or with whom County regularly provide medical services through licensed Physicians, or that is jointly owned or controlled by or with County); or
- accepts a position in the area served by County's facility or practice in which the Physician provided locum tenens coverage under this Agreement, during the term of this Agreement or within two (2) years after its termination, if County assists in obtaining the position or receives any services or benefits as a result of the Physician's placement; or
- engages in locum tenens coverage, other than through Consultant, for County or any of County's affiliates (as defined above), whether or not in the area served by County practice or facility where the Physician performed locum tenens services for County, during the term of this Agreement or within two years after its termination.

If the Physician accepts a permanent position, the recruitment fee is due in full and payable on the first day the Physician performs services in the new permanent position. If the Physician provides services in any temporary position (including non- Consultant locum tenens coverage), the recruitment fee shall be paid to Consultant ratably, in amounts equal to the locum tenens fees that County would have paid if the services were performed under this Agreement.

Consultant Agreements with Physicians have similar limitations and conditions on accepting other positions with County or County affiliates and within County community.

The restrictions and obligations of this Permanent Recruitment section will last during the term of this Agreement or for two (2) years after its termination, at any time or for any reason, and regardless of whether either Consultant or County is in breach of any other terms of this Agreement.

For County protection, Consultant Physician Agreement requires County consent to any placement of, or practice by, the Physician within the area served by County facility or practice in which the Physician provides services under this Agreement during the term of this Agreement or for PHD (2) years after the Physician's contract with Consultant terminates (which may occur later than the date the Physician completes an assignment with County).

Except as herein amended, all other parts and sections of that Agreement #113-S0610 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Tom Michaelson Dated: 8-31-06
Tom Michaelson, Department Analyst
Mental Health Department

Requesting Department Head Concurrence:

By: Barry Wasserman Dated: 9/5/06
Barry Wasserman, Interim Director
Mental Health Department

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #113-S0610 the day and year first below written.

--COUNTY OF EL DORADO--

Dated: 10/11/06

By: Bonnie H. Rich

**Bonnie H. Rich, Purchasing Agent
Chief Administrative Office
"County"**

**ATTEST:
Cindy Keck
Clerk of the Board of Supervisors**

By: N/A Date: _____
Deputy Clerk

--CONSULTANT--

Dated: _____

**MAXIM HEALTHCARE SERVICES, INC.
A MARYLAND CORPORATION**

By: Bill Wane
President
"Consultant"

By: [Signature]
Corporate Secretary

REVISED EXHIBIT "A"
FEE SCHEDULE

Charges will be based on the following hourly rate schedule:

SERVICE:	COST (WEEKDAY/WEEKEND):
Physicians/Psychiatrists	\$125.00 to \$140.00 per hour
RNs	\$58.00 to \$63.00 per hour
LVNs/LPTs	\$43.00 to \$45.00 per hour
MHWs	\$25.00 to \$27.00 per hour

Weekend rates will apply to shifts beginning at 12 midnight on Friday and ending at 8:00 a.m. on Monday.

Weekend Coverage - Psychiatrist

Psychiatrist providing weekend coverage will be paid for 12 hours per weekend at the rate listed above according to the following schedule:

Friday – 2 hours on call
Saturday – 2 hours on call and 2 hours at facility
Sunday – 2 hours on call and 2 hours at facility
Monday – 2 hours on call

Weekend coverage is from Friday at 5:00 p.m. until Tuesday at 8:00 a.m. During this period the psychiatrist will visit the Psychiatric Health Facility to conduct rounds for two (2) hours on Saturday and two (2) hours on Sunday and will be available by phone the rest of the time specified.

Overtime rates are charged for all hours worked in excess of forty (40) hours per week or according to applicable state law. Overtime must have County's supervisory approval. The overtime rate is one and one-half (1-1/2) times the regular billing rate for such hours. Double time shall be billed for hours in excess of twelve (12) hours in accordance with state law.

Holiday rate will apply to shifts beginning at 12 midnight the night before the holiday through 12 midnight the night of the holiday. Time and one-half will be charged for the following holidays:

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

Thanksgiving
Labor Day
Christmas Eve (from 3 p.m.)
Christmas Day
Presidents Day

Each individual physician/psychiatrist will be confirmed in writing (assignment confirmation letter) with the specific hourly rates to be charged for a specific physician/psychiatrist to work a specific assignment. County will sign the confirmation letter and return it to Consultant at the following address:

Maxim Health Systems dba Maxim Physician Resources
2710 North Stemms Freeway, Suite 1000
Dallas, TX 75207
Fax (214) 741-0701

Return of a signed confirmation letter will serve as acceptance of the rates and terms for that assignment.

Consultant reserves the right to require County to pay, upon acceptance of physician/psychiatrist, a deposit of ten (10) times the daily rate as listed in the assignment confirmation letter (maximum of ten days) to apply, at the County's discretion, against either the last two (2) weeks of coverage and/or any applicable costs. Any required deposits will be discussed prior to arrangement of assignment and included in the assignment confirmation letter.

Consultant reserves the right to require a minimum amount of hours be scheduled per day, to be determined on a per assignment basis. In the event physician/psychiatrist does not work the minimum required amount of scheduled hours for any reason other than dereliction of duties, gross negligence, loss of hospital privileges or other related acts of omission, Consultant will bill for, and County will be liable to pay the amount of hours agreed upon as a daily minimum. Any minimums will be agreed upon prior to the arrangement of the assignment and will be confirmed in the assignment confirmation letter.

When applicable, County agrees to pay Consultant for all fees incurred in obtaining hospital privileges for locum tenens physicians/psychiatrists.

Consultant shall 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 individual reports for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

If County changes or cancels an order less than four (4) hours prior to the start of a shift, Consultant shall bill County for four (4) hours at the established fee for each scheduled personnel. Consultant shall be responsible for contacting Consultants' personnel prior to reporting time.

COPY

ORIGINAL

AGREEMENT FOR SERVICES #113-S0610

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Maxim Healthcare Services, Inc., a Maryland Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 7080 Samuel Morse Drive, Columbia, MD 21046, and whose local place of business is 3013 Douglas Boulevard, Suite 160, Roseville, CA 95661; (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Consultant to provide personnel to supplement the psychiatric facility for the Mental Health Department on an "as requested" basis; and

WHEREAS, Consultant has represented to County that they operate a supplemental staffing agency and employs licensed health care personnel who are specially trained, experienced, and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees upon request by County to provide one or more licensed health care providers (i.e., Psychiatrists, RNs, LVN/LPT, MHWs, CNAs) as specified by the County Mental Health Department for supplemental staffing services, subject to availability of qualified personnel. Consultant shall supply personnel who meet the following criteria:

- 1) Possess current state license/registration and/or certification;
- 2) Possess CPR certification, as required by State law;
- 3) Meet applicable laws, regulations, and/or accreditation standards, to be presented to County Administrator upon request;
- 4) Possess proof of pre-employment screening to include a physical (as applicable to State law) and TB skin test, professional references, criminal background check(s) (and drug screenings as applicable); and
- 5) Possess at least one (1) year of relevant professional experience and one (1) year of specialty experience.

Consultant shall maintain direct responsibility as employer for payment of wages, and federal, state and local income taxes, social security taxes, workers' compensation, and unemployment insurance. Consultant agrees to maintain documentation on all personnel provided by Consultant in an employee file.

When applicable, Consultant 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 representative ("USDHHS") until the expiration of four (4) years after the date on which such services were furnished under this Agreement.

County retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by Consultant personnel under this Agreement are furnished in a safe and effective manner and in accordance with applicable standards.

County shall 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 shall be provided by County at the time of the initial call.

Consultant shall 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 individual reports for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

If County changes or cancels an order less than four (4) hours prior to the start of a shift, Consultant shall bill County for four (4) hours at the established fee for each scheduled personnel. Consultant shall be responsible for contacting Consultants' personnel prior to reporting time.

Neither Consultant nor County shall 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.

Consultant shall coordinate with County to promptly provide Consultant personnel with an orientation of County facility. Consultant shall review instructions regarding confidentiality (including patient and employee), and orient Consultants' personnel to the specific Exposure Control Plan of the facility as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the facility's specific policies and procedures provided to Consultant for such purpose.

If County concludes, in its sole discretion, that any personnel provided by Consultant have engaged in misconduct, or have been negligent, County may require the individual to leave the premises and will notify Consultant immediately in writing, providing in reasonable detail the reasons(s) for such dismissal. County's obligation to compensate Consultant for such individual's services will be limited to the number of hours actually worked. Consultant shall not reassign the individual to the facility without prior approval of the County.

County may request the dismissal of any Consultant personnel for any reason. County agrees to notify Consultant of any such action immediately in writing, providing in reasonable detail the reasons (s) for such dismissal. County shall be obligated to compensation Consultant personnel for all hours worked prior to dismissal.

In all instances where personnel are supervised by County, County shall document and develop an incident report of any injury, illness, or ailment experienced by Consultant's personnel at the facility workplace in accordance with applicable federal, state and local laws, rules and regulations.

ARTICLE II

HIPAA Compliance: All data, together with any knowledge otherwise acquired by Consultant during the performance of services provided pursuant to this Agreement, shall be treated by Consultant and Consultant's staff as confidential information. Consultant shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Consultant receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Consultant shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE III

Placement Fee: For a period of twelve (12) months following that date on which a Consultant personnel member last worked a shift at the 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 Consultant during the term of this Agreement. County understands and agrees that Consultant is not an employment agency and that personnel are assigned to the facility to render temporary service(s) and are not assigned to become employed by the County. The County further acknowledges and agrees that the substantial investment in business related costs incurred by Consultant 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 Consultant personnel, County will be in breach of this Agreement. County agrees to give Consultant (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ continuing to staff personnel through Consultant for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; or (b) to pay Consultant liquidated damages 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%).

ARTICLE IV

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire one (1) year from date thereof.

ARTICLE V

Compensation for Services: For services provided herein, County agrees to pay Consultant weekly in arrears. Payment shall be made within thirty (30) days after County's receipt and approval of invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rates shall be in accordance with Exhibit "A", marked "Fee Schedule", incorporated herein and made by reference a part hereof. The total amount of this Agreement shall not exceed \$10,000.00.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

ARTICLE VIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
DEPARTMENT OF MENTAL HEALTH
344 PLACERVILLE DRIVE, SUITE 20
PLACERVILLE, CA 95667
ATTN: TOM MICHAELSON, DEPARTMENT ANALYST
or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

MAXIM HEALTHCARE SERVICES, INC.
7080 SAMUEL MORSE DRIVE
COLUMBIA, MD 21046
ATTN: CONTRACTS DEPARTMENT

Copy to:

MAXIM HEALTHCARE SERVICES, INC.
3013 DOUGLAS BLVD., SUITE 160
ROSEVILLE, CA 95661
ATTN: ACCOUNTS MANAGER

or to such other location as the Consultant directs.

ARTICLE XIII

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIV

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Only in cases of Consultant's sole negligence, Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.

ARTICLE XV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVI

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XVII

California Residency (Form 590): All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVIII

Taxpayer Identification Number (Form W-9): All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Tom Michaelson, Department Analyst, Mental Health Department, or successor.

ARTICLE XX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

CONTRACT ADMINISTRATOR CONCURRENCE:

By: T. P. Michaelson Dated: 3-8-06
Tom Michaelson, Department Analyst
Mental Health Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: R. Wasserman Dated: 3/10/06
Barry Wasserman, Interim Director
Mental Health Department

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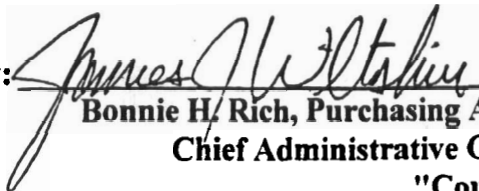
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

--COUNTY OF EL DORADO--

Dated: 4/11/06

By: 
Bonnie H. Rich, Purchasing Agent
Chief Administrative Office
"County"

--CONSULTANT--

Dated: 3/28/06

MAXIM HEALTHCARE SERVICES, INC.
A MARYLAND CORPORATION

By: 
President
"Consultant"

By: 
Corporate Secretary

Dated: 3/28/06

EXHIBIT "A"

FEE SCHEDULE

Charges will be based on the following hourly rate schedule effective June 2, 2005:

Service	Cost (Weekday/Weekend)
Psychiatrist	\$115/\$125 per hour
RN	\$58/\$63 per hour
LVN/LPT	\$43/\$45 per hour
MHW	\$25/\$27 per hour

Weekend rates will apply to shifts beginning at 12 midnight on Friday and ending at 8:00 a.m. on Monday.

Overtime rates are charged for all hours worked in excess of forty (40) hours per week or according to applicable state law. Overtime must have County's supervisory approval. The overtime rate is one and one-half (1-1/2) times the regular billing rate for such hours. Double time shall be billed for hours in excess of twelve (12) hours in accordance with state law.

Holiday rate will apply to shifts beginning at 12 midnight the night before the holiday through 12 midnight 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
Labor Day
Christmas Eve (from 3 PM)
Christmas Day
Presidents Day