

**AGREEMENT
BETWEEN THE COUNTY OF TEHAMA
AND
MAXIM HEALTHCARE STAFFING SERVICES, INC.**

This agreement is entered into between the County of Tehama through its Health Services Agency ("County") and Maxim Healthcare Staffing Services, Inc., a Maryland corporation ("Contractor") for the purpose of locating and arranging for psychiatrist(s), nurse practitioner(s), physician's assistant(s), Registered Nurse(s), Licensed Vocational Nurse(s), Licensed Marriage & Family Therapist(s), Licensed Clinical Social Worker(s), Licensed Professional Clinical Counselor, Medical Assistant(s), or Mental Health Worker/ Sitter/Certified Nurse Assistant(s) Case Resource Specialist(s). Mental Health Rehabilitation Specialist(s) to provide medical services at the placement address and for the period described.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

- a) use its best efforts to locate and arrange for psychiatrist(s) ("psychiatrist") and/or nurse practitioner(s) ("NP") and/or physician's assistant(s) ("PA"), Registered Nurse(s) ("RN") and/or Licensed Vocational Nurse(s) ("LVN") and/or Licensed Marriage & Family Therapist(s) ("LMFT") and/or Licensed Clinical Social Worker(s) ("LCSW") and/or Licensed Professional Clinical Counselor("LPCC") and/or Medical Assistant(s) ("MA") and/or Mental Health Worker/ Sitter/Certified Nurse Assistant(s) ("MHW/CNA") and/or Case Resource Specialist(s) ("CRS") and/or Mental Health Rehabilitation Specialist(s) ("MHRS") acceptable to County and properly licensed for the placement to provide medical services from time to time as specifically requested by County and as mutually agreed upon by County and Contractor during the term described below;
- b) make payments to psychiatrist/NP/PA/RN/LVN/LMFT/LCSW/LPCC /MA/MHW/CNA /CRS/MHRS providing medical coverage under this Agreement from payments made under this contract by County;
- c) be responsible for providing the billing information on the form provided by the County;

- d) have documentation psychiatrist/NP/PA/RN/LVN/LMFT /LCSW/LPCC/MA/MHW /CNA/CRS/MHRS have received HIPAA (Health Insurance Portability and Accountability Act) training and compliance training that addresses fraud, waste and abuse. Such documentation will be available to County upon request;
- e) ensure that all psychiatrist/NP/PA/RN/LVN/LMFT/LCSW/LPCC/MA/MHW /CNA/CRS/MHRS have a valid National Provider Identifier prior to placement at County;
- f) Shall comply with all contractual provisions pursuant to EXHIBIT C, "COMPLIANCE AND PROGRAM INTEGRITY" attached hereto and incorporated by reference. Contractor will not be responsible for any falsification of information, purposeful or not, by any employee.

2. RESPONSIBILITIES OF THE COUNTY

During the term of this agreement, County shall:

- a) provide all instruments, tools, supplies, and support personnel necessary to enable the psychiatrist/NP/PA/RN/LVN/LMFT/LCSW/LPCC/MA/MHW/CNA/CRS/MHRS to perform the medical services required;
- b) comply with American Medical Association, ("AMA") and governmental procedural and ethical standards relating to patient care and other operations and to provide a reasonable work schedule and suitable practice environment for the psychiatrist/NP/PA/RN/LVN/LMFT/LCSW/LPCC/MA/MHW/CNA /CRS/MHRS to perform medical service;
- c) have the obligation to collect, and may retain, all fees generated by psychiatrist/NP/PA/RN/LVN/LMFT/LCSW/LPCC/MA/MHW/CNA /CRS/MHRS providing services under this Agreement.

3. COMPENSATION

County agrees to pay to Contractor at the times and in the amounts set forth on Exhibit "A", attached hereto, all amounts due for psychiatrist/NP/PA/RN/LVN/LMFT/LCSW/LPCC /MA/MHW/CNA /CRS/MHRS services under this agreement after completing the duties described

in this agreement. The total annual compensation payable to Contractor under this agreement shall not exceed \$1,160,000 during each fiscal year defined as July 1, 2022, through June 30, 2023; July 1, 2023, through June 30, 2024, and shall not exceed \$3,000,000.00 during each fiscal year defined as July 1, 2024, through June 30, 2025; July 1, 2025, through June 30, 2026.

If County fails to make any payments when due, or to perform any of its obligations under this agreement, Contractor may declare termination of this agreement and shall be released from all obligations in law or equity to continue performance under this agreement. Termination shall not operate as a forfeiture of Contractor's rights under this agreement, and the rights granted by this provision shall be in addition to any other rights which Contractor may have in law or in equity.

4. LITIGATION COSTS AND FEES

In the event either party brings an action or proceeding arising out of or related to this agreement or to establish the right or remedy of either party, each party shall bear its own attorney's fees and costs as part of such action or proceedings.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2022, and shall terminate June 30, 2026, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform its duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner its obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors decline to appropriate funding for this agreement in any fiscal year.

Either party may terminate this agreement for convenience with no less than thirty (30) days written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice.

If this agreement is cancelled for convenience by County less than thirty and more than ten (10) days prior to the scheduled commencement of locum tenens services under this agreement,

County shall pay to Contractor one-half (1/2) of the total sum due under this agreement, or one-half (1/2) of the total sum payable under this agreement for services scheduled within thirty (30) days of the effective date of notice to Contractor, whichever is less. If County cancels this agreement within ten (10) days prior to the commencement or after the commencement of scheduled locum tenens services under this agreement, County shall pay to Contractor the full amount called for under this agreement or the total sum payable under this agreement for services scheduled within thirty (30) days of the effective date of notice to Contractor, whichever is less, plus the actual amount owing for services rendered to the date of cancellation. These changes represent liquidated and agreed upon damages for cancellation.

If Contractor is unable for any reason to provide a psychiatrist/NP/PA/RN/LVN/LMFT /LCSW/LPCC/MA/MHW/CNA /CRS/MHRS acceptable to County, the agreement may be terminated by Contractor upon giving written notice of termination to County. Termination shall be effective on receipt of said notice to County from Contractor, and Contractor shall thereafter return any payments received under this agreement.

7. HIRING

This section applies only to hiring a psychiatrist/NP/PA in a permanent position and shall not apply to the hiring of a RN, LVN, LMFT, LCSW, LPCC, MA, MHW, CNA, CRS or MHRS. Contractor encourages County to hire psychiatrist/NP/PA introduced to County in connection with this agreement for a permanent position. County agrees to pay a hiring fee equal to the greater of Five Thousand Dollars and no cents (\$5,000.00) or the sum of thirty percent (30%) of such personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 hours x 30%) if County does not provide one hundred and eighty (180) days prior written notice of its intent to hire for any psychiatrist/NP/PA introduced to County by Contractor if that psychiatrist/NP/PA:

- a) accepts a permanent position with County, or any organization or group owned by or affiliated with County, whether or not in County's actual community.
- b) accepts a permanent position in County's community if County deliberately provides any substantial enticements or substantially participates in any negotiations or agreements relating to that position.

The hiring fee notwithstanding, County may hire any psychiatrist/NP/PA provided by Contractor once any psychiatrist/NP/PA has completed a minimum number of hours of work for County through Contractor according to the following schedule:

Placement Fees

Aggregate Hours Worked by psychiatrist/NP/PA for County in a Twelve (12) month period	Conversion Fee
Prior to completing 140 hours	25% of annualized starting salary
After completions of 140-280 hours	20% of annualized starting salary
After completions of 280-420 hours	18% of annualized starting salary
After completions of 420-520 hours	12% of annualized starting salary
After completions of 520 hours	5% of annualized starting salary

The hiring fee or placement fee shall be payable on the earlier of:

- a) the date any contract is made for the psychiatrist/NP/PA permanent position; or
- b) the date the psychiatrist/NP/PA permanent position commences.

Until the hiring fee is paid, all services by that psychiatrist/NP/PA in such permanent position shall be treated as provided through Contractor's locum tenens program, and payment for such services shall be made to Contractor as provided in this agreement in Exhibit A.

County's obligation under this paragraph will apply only to any hiring fee first payable within two (2) years of the termination of this agreement. The obligation to pay the hiring fee shall continue for the period described regardless of the date or reason of termination or cancellation of this agreement and regardless of any breach by either party of this agreement.

Notwithstanding any other provision of this Agreement, or of any other Agreement between County and Contractor, no hiring fee shall be payable if a psychiatrist/NP/PA introduced to County in connection with this Agreement, or any other Agreement between County and Contractor, provides locum tenens services to any party through a locum tenens program other than Contractor. Contractor shall not be entitled to any payment whatsoever by reason of such locum tenens services.

This Section shall supersede and replace the hiring fee provisions of any prior or contemporaneous Agreement between County and Contractor, which shall have no further force or effect.

**8. QUALIFICATIONS AND PERFORMANCE OF PSYCHIATRIST/NP/PA /
RN/LVN/LMFT/LCSW/LPCC/MA/MHW/CNA/CRS/MHRS**

If County reasonably finds the performance of any psychiatrist/NP/PA/RN/LVN/LMFT /LCSW/LPCC /MA/MHW/CNA /CRS/MHRS providing coverage under this agreement to be unacceptable for reasons of professional competence or personal conduct, it shall give notice to Contractor and may then remove the psychiatrist/NP/PA/RN/LVN/LMFT/LCSW/LPCC/MA /MHW/CNA/CRS/MHRS from the placement. Contractor may either replace such psychiatrist/NP/PA/RN/LVN /LMFT/LCSW/LPCC/MA/MHW/CNA /CRS/MHRS in a timely manner with a psychiatrist/NP/PA /RN/LVN/LMFT/LCSW/LPCC/MA/MHW /CNA /CRS/MHRS approved by County or may terminate this agreement immediately by giving notice of such termination to County. Fees calculated to the date of termination shall be paid to Contractor by County.

9. INDEPENDENT CONTRACTORS

The relationship between Contractor and County, Contractor and psychiatrist/NP/PA/RN /LVN/LMFT/LCSW/LPCC/MA/MHW/CNA /CRS/MHRS providing services under this agreement, and between psychiatrist/NP/PA/RN/LVN/LMFT/LCSW/LPCC/MA/MHW /CNA /CRS/MHRS providing services under this agreement and County, are each that of an independent contractor providing services. As such, County does not involve itself in the practice of medicine, nor have any responsibility for the medical acts of psychiatrist/NP/PA/RN/LVN/LMFT/LCSW /LPCC/MA/MHW/CNA /CRS/MHRS providing services under this agreement.

10. DELAY

Neither party shall be liable in damages for any delay or default in performing its respective obligations under this agreement if such delay or default is caused by conditions beyond its control, including, but not limited to, acts of God, governmental restrictions, strikes, fires, floods, or work stoppages. So long as any such delay or default continues, the party affected by the conditions beyond its control shall keep the other party fully informed concerning the matters causing the delay or default and the prospects of their ending.

11. CULTURAL COMPETENCY

Contractor shall insure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent and which operationalize the following values:

- A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"
- B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,
- C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,
- D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,
- E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,
- F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.
- G. Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

12. CODE OF CONDUCT

Contractor shall comply with the Code of Conduct.

Tehama County Health Services Agency, ("TCHSA") maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. TCHSA and each of its employees and Contractor shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and Contractor are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and Contractor with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and Contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or Contractor to disciplinary action, up to or including termination of employment or contracted status.
- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician(s)/PNP(s)/NP(s)/PA(s), patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or Contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or Contractor;

- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA;
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;
- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or Contractor's employees who report or suspect wrongdoing.

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The parties acknowledge that the performance of Contractor's obligations under this contract does not involve the use or disclosure of individually identifiable health information. Contractor shall not receive individually identifiable health information from the County, nor create or receive individually identifiable health information on County's behalf. Consequently, the parties hereby agree that Contractor is not a "business associate" of County for purposes of the Health Insurance Portability and Accountability Act of 1996 and implementing regulations (HIPAA).

14. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into

and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

15. NON-ASSIGNMENT OF AGREEMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, subcontract, or sublet any obligations under this Agreement, or the Agreement as a whole, without the prior written consent of the County. Notwithstanding the foregoing, Contractor may assign its rights and obligations under this Agreement, in whole but not in part, without the County's permission, in connection with any merger, consolidation, sale of all or substantially all of Contractor's assets or equity, or any other similar transaction; *provided, that* the assignee: (a) provides prompt written notice of such assignment to the non-assigning party; (b) is capable of fully performing the obligations of the Contractor under the Agreement; and (c) agrees to be bound by the terms and conditions of this Agreement. The Agreement is binding on the parties hereto and their respective successors and permitted assigns.

16. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

Notwithstanding the foregoing, Contractor's obligation to indemnify does not extend to any acts or omissions of locum tenens providers, provided that medical malpractice insurance coverage is maintained as set forth in the following paragraph.

17. INSURANCE

Contractor shall obtain and maintain continuously medical malpractice insurance coverage under Contractor's group malpractice insurance policy for all medical professionals placed with County by Contractor in at least the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per medical professional. Should Contractor provide multiple medical professional placements to County, Contractor's annual policy aggregate limit shall be sufficient to provide \$3,000,000 annual aggregate per placement, not to exceed \$10,000,000 total annually.

Contractor shall provide a certificate of such insurance naming County of Tehama as certificate holder.

An insurance binder listing County of Tehama as a certificate holder shall be issued for each medical professional placed. Insurance shall be maintained for at least five years after completion of contract work.

18. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

19. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7,

Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

20. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

21. LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

22. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

23. NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

24. NO THIRD PARTY BENEFICIARIES:

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

25. GENERAL PROVISIONS

- a.) No Waiver: The failure of either party to exercise any of its rights under this agreement shall not be deemed to be a waiver of such rights.
- b.) Severability: If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

26. COUNTY PLACEMENT INFORMATION

Placement Address: 1860 Walnut Street or 1850 Walnut Street
Mailing Address: Post Office Box 400
Red Bluff, CA 96080

Contact person: Mental Health Director
Placement Telephone: (530) 527-5631

Contact person: Clinic Director
Placement Telephone: (530) 527-0350

27. NOTICES

Any notice required to be given pursuant to the terms and provisions of this contract shall be in writing and shall be sent first class mail to the following addresses:

If to County: Tehama County Health Services Agency

Attn: Executive Director
P.O. Box 400
Red Bluff, CA 96080
PH: (530) 527-8491

If to Contractor: Maxim Healthcare Staffing Services, Inc.
Attn: Business Development Manager
1050 Fulton Avenue, Suite 235
Sacramento, CA 95825
PH: (916) 614-9539 FAX: (855) 444-8901

Notices shall be deemed to be effective two days after mailing.

28. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

29. HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

30. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

31. EXHIBITS

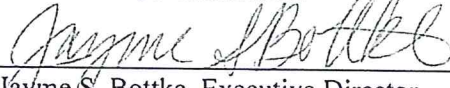
Contractor shall comply with all provisions of Exhibits A through C, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: _____

4-29-22

COUNTY OF TEHAMA


Jayme S. Bottke, Executive Director

MAXIM HEALTHCARE STAFFING
SERVICES, INC

DocuSigned by:

Date: _____


242E424B81E34AB...
Andrea Torres, Assistant Controller
Florence Ugokwe

127135
Vendor Number

53230
Budget Account Number

Exhibit A

PSYCHIATRIST

County agrees to pay Contractor per psychiatrist:

\$2,440.00 per day at the rate of \$305.00 per hour for an eight hour day. An “eight-hour day” consists of a total of eight hours during which the psychiatrist may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which psychiatrist is not available for scheduling as described above shall not count toward completion of the “eight hour day” described here.

If psychiatrist works less than 8 hours during any day, then at the rate of \$305.00 per hour for hours worked on site with a six (6) hour minimum scheduled shift.

\$305.00 per hour for work on site over eight hours per day.

\$305.00 for each weeknight that psychiatrist is scheduled by County to remain on call.

(weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$2,440.00 for each weekend that psychiatrist is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

“On call” shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage unless psychiatrist is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of locum tenens psychiatrist requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of 360.00 dollars will be charged.

PSYCHIATRIC MENTAL HEALTH NURSE PRACTITIONER (PMHNP)

County agrees to pay Contractor per Psychiatric Mental Health Nurse Practitioner:

\$1,320.00 per day at the rate of \$165.00 per hour for an eight hour day. An "eight-hour day" consists of a total of eight hours during which the PMHNP may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which PMHNP is not available for scheduling as described above shall not count toward completion of the "eight hour day" described here.

If PMHNP works less than 8 hours during any day, then at the rate of \$165.00 per hour for hours worked on site with a six (6) hour minimum scheduled shift.

\$165.00 per hour for work on site over eight hours per day.

\$165.00 for each weeknight that PMHNP is scheduled by County to remain on call.

(weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$1,320.00 for each weekend that PMHNP is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

"On call" shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage, unless PMHNP is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of locum tenens PMHNP requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of 172.50 dollars will be charged.

PSYCHIATRIC NURSE PRACTITIONER (NP)
PSYCHIATRIC PHYSICIAN'S ASSISTANT (PA)

County agrees to pay Contractor per Psychiatric Nurse Practitioner and/or Physician's Assistant:

\$1,160.00 per day at the rate of \$145.00 per hour for an eight hour day.

An "eight-hour day" consists of a total of eight hours during which the Psychiatric NP/PA may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which Psychiatric NP/PA is not available for scheduling as described above shall not count toward completion of the "eight hour day" described here.

If Psychiatric NP/PA works less than 8 hours during any day, then at the rate of \$145.00 per hour for hours worked on site with a six (6) hour minimum scheduled shift.

\$145.00 per hour for work on site over eight hours per day.

\$145.00 for each weeknight that Psychiatric NP/PA is scheduled by County to remain on call.

(weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$1,160.00 for each weekend that Psychiatric NP/PA is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

"On call" shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage, unless Psychiatric NP/PA is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of Psychiatric NP/PA requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of \$172.50 will be charge

PRIMARY CARE NURSE PRACTITIONER (NP)
PRIMARY CARE PHYSICIAN'S ASSISTANT (PA)

County agrees to pay Contractor per Primary Care Nurse Practitioner and/or Physician's Assistant:

\$1,080.00 per day at the rate of \$135.00 per hour for an eight hour day.

An "eight-hour day" consists of a total of eight hours during which the Primary Care NP/PA may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which Primary Care NP/PA is not available for scheduling as described above shall not count toward completion of the "eight hour day" described here.

If Primary Care NP/PA works less than 8 hours during any day, then at the rate of \$135.00 per hour for hours worked on site with a six (6) hour minimum scheduled shift.

\$135.00 per hour for work on site over eight hours per day.

\$135.00 for each weeknight that Primary Care NP/PA is scheduled by County to remain on call.

(weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$1,080.00 for each weekend that Primary Care NP/PA is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

"On call" shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage, unless Primary Care NP/PA is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of Primary Care NP/PA requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of \$172.50 will be charged.

PRIMARY CARE M.D.
PRIMARY CARE D.O.

County agrees to pay Contractor per Primary Care M.D. and/or D.O.:

\$1,440.00 per day at the rate of \$180.00 per hour for an eight hour day.

An "eight-hour day" consists of a total of eight hours during which the Primary Care M.D./D.O. may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which Primary Care M.D./D.O. is not available for scheduling as described above shall not count toward completion of the "eight hour day" described here.

If Primary Care M.D./D.O. works less than 8 hours during any day, then at the rate of \$180.00 per hour for hours worked on site with a six (6) hour minimum scheduled shift.

\$180.00 per hour for work on site over eight hours per day.

\$180.00 for each weeknight that Primary Care M.D./D.O. is scheduled by County to remain on call.

(weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$1,440.00 for each weekend that Primary Care M.D./D.O. is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

"On call" shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage, unless Primary Care M.D./D.O. is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of Primary Care M.D./D.O. requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of \$172.50 will be charged.

RATE SCHEDULE – OTHER

<u>Discipline</u>	<u>Regular Rate (local*) **</u>	<u>Non Local Rate</u>
	<u>**</u>	
Registered Nurse (RN)	\$85.00/hour	\$100.00/hour
Licensed Vocational Nurse (LVN)	\$65.00/hour	\$75.00/hour
Licensed Marriage & Family Therapist		\$100.00/hour
Licensed Clinical Social Worker		\$120.00/hour
Licensed Professional Clinical Counselor		\$85.00/hour
Medical Assistant	\$42.50/hour	
Mental Health Worker/Sitter/		
Certified Nurse Assistant (CNA)	\$42.50/hour	
Case Resource Specialist	\$55.00/hour	
Mental Health Rehabilitation Specialist	\$55.00/hour	

* Local is defined as within 60 miles of Red Bluff, California

** a six (6) hour minimum scheduled shift is required

The above rates are inclusive and include Holidays, PM, nights, weekends, as applicable.

*PM shall mean from 4:00 pm Monday to 12:00 am Tuesday, 4:00 pm Tuesday to 12:00 am Wednesday, 4:00 pm Wednesday to 12:00 am Thursday, 4:00 pm Thursday to 12:00 am Friday, 4:00 pm Friday to 12:00 am Saturday; 4:00 pm Saturday to 12:00 am Sunday and 4:00 pm Sunday to 12:00 am Monday.

**Night Shift shall mean from 12:00 am Monday to 8:00 am Monday, 12:00 am Tuesday to 8:00 am Tuesday, 12:00 am Wednesday to 8:00 am Wednesday, 12:00 am Thursday to 8:00 am Thursday, 12:00 am Friday to 8:00 am Friday; 12:00 am Saturday to 8:00 am Saturday and 12:00 am Sunday to 8:00 am Sunday.

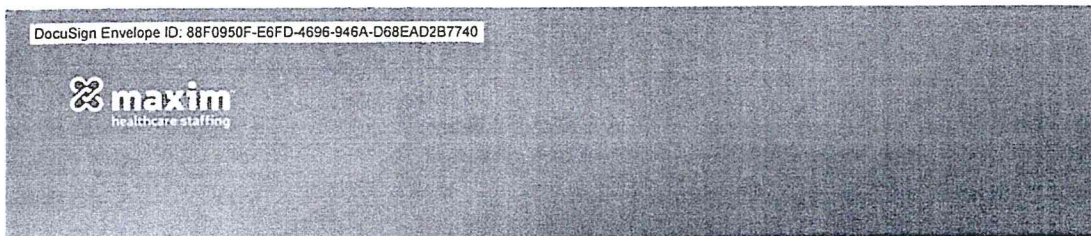
***Weekend shall mean 8:00 am Saturday to 4:00 pm Saturday and 8:00 am Sunday to 4:00 pm Sunday.

Overtime Pay: County shall pay for all hours worked over forty (40) hours in one week (Saturday through Friday) at one and one-half (1.5) times the standard rate for the first eight (8) hours and two (2) times the standard rate for hours worked in excess of eight (8) hours.

Contractor shall not be compensated for lunch periods or other break periods during which temporary person are not available.

Exhibit A is six pages

Exhibit B



Tehama County Health Services Agency
P.O. Box 400
Red Bluff, CA 96080
ATTN: Executive Director

April 20th, 2022

RE: Agreement between the County of Tehama and Maxim Healthcare Staffing Services, Inc. ("Agreement")

Dear County of Tehama:

Maxim Healthcare Staffing Services, Inc. ("Maxim") hereby submits this letter to inform you, per Section 15 of the above-referenced Agreement between Maxim and the County of Tehama, acting through its Health Services Agency (the "County"), of Maxim's request for the County's consent to permit Maxim to subcontract requested mid-level practitioner (NPs and PAs) services through one of its associated entities, Maxim Physician Resources, LLC ("MPR").

If the County is amenable to this subcontracting arrangement, please sign the statement at the bottom of this letter establishing written consent to subcontract. Maxim will ensure that any required or requested flow-down terms and conditions of the Agreement is fully adhered to by MPR.

In the event the County has any questions or concerns, please feel free to reach out to me via the phone number or e-mail address provided below.

Sincerely,

DocuSigned by:

Florence Ugokwe
Florence Ugokwe

Assistant Controller

Maxim Healthcare Staffing Services, Inc.

E-mail: fugokwe@maximstaffing.com

Phone: 410-910-9238

KPP

The Tehama County Health Services Agency consents to a subcontracting arrangement between Maxim Healthcare Staffing Services, Inc. and Maxim Physician Resources, LLC for the provision of mid-level practitioner services pursuant to the above-referenced Agreement.

By: _____

Name: _____

Title: _____

Date Signed: _____

Exhibit B is one page

Exhibit C

COMPLIANCE AND PROGRAM INTEGRITY

Evidence of Contractual Compliance

Contractor shall document evidence of compliance with all contractual provisions and provide to County upon request.

Exclusions Checks

Consistent with the requirements of 42 Code of Federal Regulations, (C.F.R.) part 455.436, Contractor shall confirm the identify and determine the exclusion status of all providers (employees and subcontractors), as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through monthly checks of Federal and State databases. The databases to be included are:

- A. The Social Security Administration's Death Master File
- B. The National Plan and Provider Enumeration System (NPPES)
- C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE)
- D. The System for Award Management (SAM)
- E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List)

Contractor shall retain evidence of monthly checks and provide to County upon request. If the Contractor finds a party that is excluded, Contractor shall notify the County within one (1) business day. Contractor shall not permit an excluded provider to render services to a County client.

Ownership Disclosure

Pursuant to the requirements of 42 C.F.R. § 455.104, Contractor must make disclosures regarding any person (individual or corporation) who has an ownership or control interest in the Contractor, whether the person (individual or corporation) is related to another person with an ownership or control interest in the Contractor as a spouse, parent, child, or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.

The term "person with an ownership or control interest" means, with respect to the Contractor, a person who:

- A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or

- B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or
- C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or
- D. Is a partner in the Contractor, if the Contractor is organized as a partnership

Contractor will provide County the following disclosures prior to the execution of this contract (and annually thereafter), prior to its extension or renewal (and annually thereafter), and within thirty five (35) days after any change in Contractor ownership:

- A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- B. Date of birth and Social Security Number (in the case of an individual);
- C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];
- D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;
- E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:
 - (1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
 - (2) Any Medicare intermediary or carrier; and
 - (3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.
 - (4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Business Transactions Disclosure

Contractor must submit disclosures and updated disclosures to County regarding certain business transactions within thirty five (35) days, upon request. The following must be disclosed:

- A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than \$25,000 during the 12-month period ending on the date of request; and
- B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

Persons Convicted of Crimes Disclosure

Contractor shall submit the following disclosures to County regarding Contractor's management prior to execution of this contract and at any time upon County request:

- (A) The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. [42 C.F.R. § 455.106(a)(1), (2).]
- (B) The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. § 455.101.

Criminal Background Checks

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

Exhibit C is three pages

E-Contract Review
Approval as to Form

Department Name: HSA/Public Health

Vendor Name: Maxim Healthcare Services

Contract Description: Agreement with Maxim Healthcare Services to provide locum tenens services for the Department.

APPROVED AS TO FORM:

Margaret Long

Office of the Tehama County Counsel
Margaret E. Long, Interim County Counsel

Date: 4/8/22

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

R E G U L A R A G E N D A

23.HEALTH SERVICES AGENCY

- a) AGREEMENT - Approval and authorization for the Executive Director to sign the agreement with Maxim Healthcare Staffing Services, Inc. for the purpose of locating and arranging for locum tenens Psychiatrist(s), Nurse Practitioner(s), Physician's Assistant(s), Registered Nurse(s), Licensed Vocational Nurse(s), Licensed Marriage & Family Therapist(s), Licensed Clinical Social Worker(s), Medical Assistant(s), or Mental Health Worker/Sitter/Certified Nurse Assistant(s) to provide medical services for the rates as set forth in Exhibit "A" with maximum amount not to exceed of \$1,160,000 during fiscal year 2022/23 and 2023/24, and shall not exceed \$3,000,000 during each fiscal year 2024/25 and 2025/26, effective 7/1/22 and shall terminate 6/30/26.

(Miscellaneous Agreement #2022-151)

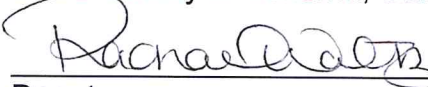
RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Leach, Supervisor - District 5
SECONDER:	Bob Williams, Supervisor - District 4
AYES:	Moule, Leach, Garton, Williams, Carlson

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 25th day of May, 2022.

DATED: May 25, 2022

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California



Deputy

