



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507  
(251) 580-2564  
(251) 580-2500 Fax  
agary@baldwincountyal.gov  
www.baldwincountyal.gov

ANU GARY  
Records Manager

MONICA E. TAYLOR  
Assistant Records Manager

October 15, 2014

Maxim Healthcare Services, Inc.  
Attn: Contracts Department  
7227 Lee DeForest Drive  
Columbia, Maryland 21046

**RE: Facility Staffing Agreement with Maxim Staffing Solutions for Temporary Nursing Services**

Dear Sir or Madam:

Please find enclosed a **fully executed copy** of the *Facility Staffing Agreement* approved during the October 7, 2014, Baldwin County Commission meeting, between the Commission and Maxim Staffing Solutions for temporary nursing services at the Baldwin County Corrections Center, Baldwin County Juvenile Detention Center and the Baldwin County Residential Wilderness Camp as needed. The *Agreement* will commenced on October 1, 2014, and expires on September 30, 2015, with the option to renew for two (2) additional one (1) year terms or upon providing at least thirty (30) days advance written notice of termination date to the other party. The total compensation is not to exceed \$12,000.00 for the fiscal year for the Baldwin County Corrections Center.

If you have any questions or need further assistance, please do not hesitate to contact Connie Dudgeon, Director of Budget and Finance, at (251) 580-2508.

Sincerely,



ANU GARY, Records Manager  
Baldwin County Commission

AG/met Item BD2

cc: Sheriff Huey Hoss Mack  
Chief Deputy Charles D. Jones  
Connie Dudgeon

ENCLOSURE

## **FACILITY STAFFING AGREEMENT-PER DIEM**

This Facility Staffing Agreement (hereinafter "Agreement") is entered into this 1st day of October, 2014, by and between the Baldwin County Commission with offices located at 312 Courthouse Square, Ste. #12, Bay Minette, AL 36507, referred to in this Agreement as "FACILITY," and Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 3103 Airport Blvd., Suite #450, Mobile, AL 36606 referred to in this Agreement as "MAXIM."

### **RECITALS**

**WHEREAS**, FACILITY owns and provides a Correctional Facility located in Baldwin County, Baldwin County Corrections Center, 200 Hand Avenue, Bay Minette, Alabama 36507, which is under the control and supervision of the Baldwin County Sheriff's Office, a Juvenile Detention Center, Baldwin County Juvenile Detention Center, 43405 Nicholville Road, Bay Minette, Alabama 36507, and a Residential Wilderness Camp, Baldwin County Residential Wilderness Camp, 23750 Ewing Farm Road, Atmore, Alabama 36502, and wishes to engage MAXIM to provide personnel to supplement FACILITY'S staff.

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

**THEREFORE**, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to the following terms and conditions.

### **ARTICLE 1. TERM OF AGREEMENT**

- Section 1.1 **Term.** This Agreement will be in effect for one (1) year and will renew for two (2) additional one (1) year terms unless and until terminated pursuant to Section 1.2 of the Agreement.
- Section 1.2 **Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

### **ARTICLE 2. RESPONSIBILITIES OF MAXIM**

- Section 2.1 **Services.** MAXIM will, upon request by FACILITY, provide one or more licensed health care providers (i.e. LPNs, LVNs, RNs, CNAs) as specified by FACILITY (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel.
- Section 2.2 **Personnel.** MAXIM will supply FACILITY with Personnel who meet the following criteria and will provide evidence to the following to FACILITY upon written request:
- 1) Possess current state license/registration and/or certification.

- 2) Possess CPR certification, as requested in writing by FACILITY to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by FACILITY to comply with applicable law.
- 4) Possess proof of pre-employment screening to include a TB skin test, professional references, criminal background check(s), and drug screenings as requested in writing.
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year specialty experience.
- 6) Possess current skills competency to include, (i) written exam, (ii) skills checklist, and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

**Section 2.3 Insurance.** MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the negligent acts or omissions which may give rise to liability for Services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by FACILITY.

**Section 2.4 Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance.

**Section 2.5 Record Access.** In instances where FACILITY is Medicare and/or Medicaid certified, MAXIM agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after the date on which such services were furnished under this Agreement.

### **ARTICLE 3. RESPONSIBILITIES OF FACILITY**

**Section 3.1 Orientation.** FACILITY will promptly provide MAXIM Personnel with an adequate and timely orientation to FACILITY. FACILITY shall review instructions regarding confidentiality (including patient and employee) and orient MAXIM 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 MAXIM for such purpose.

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

- Section 3.3 Short-notice Requests.** MAXIM will bill FACILITY for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.4 Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.5 Responsibility for Patient Care.** FACILITY retains full authority and responsibility for professional and medical management of care for each of its patients, and MAXIM is responsible for ensuring that the services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at FACILITY, FACILITY agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. FACILITY understands and agrees that MAXIM 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 FACILITY. The FACILITY further acknowledges and agrees that the substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that FACILITY, or any affiliate, subsidiary, department, or division of FACILITY hires, employs or solicits MAXIM Personnel, FACILITY will be in breach of this Agreement. FACILITY agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM 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%).
- Section 3.7 Non-Performance.** If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, Facility may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY's obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.
- Section 3.8 Right to Dismiss.** FACILITY may request the dismissal of any MAXIM Personnel for any reason. FACILITY agrees to notify MAXIM of any such action immediately in writing,

providing in reasonable detail the reason(s) for such dismissal. FACILITY shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

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

**Section 3.10** **Insurance.** FACILITY will maintain at its sole expense valid policies of general and professional liability insurance in amounts consistent with applicable law covering the acts or omissions of its employees and agents which may give rise to liability in connection with the Services under this Agreement. FACILITY will give MAXIM prompt written notice of any material change in FACILITY coverage.

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

#### **ARTICLE 4. MUTUAL RESPONSIBILITIES**

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

#### **ARTICLE 5. COMPENSATION**

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

**Baldwin County Sheriff's Office  
111 East 4<sup>th</sup> Street  
Bay Minette, AL 36507  
ATTN: Accounts Payable**

With a copy to:

**Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507  
ATTN: Chairman**

- Section 5.2 **Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. FACILITY will send all payments to the address set forth on the invoice.
- Section 5.3 **Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at an annual percentage rate of eight percent (8%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4 **Rate Change.** MAXIM will provide FACILITY at least thirty (30) days advance written notice of any change in rates.

#### **ARTICLE 6. GENERAL TERMS**

- Section 6.1 **Independent Contractors.** MAXIM and FACILITY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor FACILITY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- Section 6.2 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, nor will such consent be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of the party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 6.3 **Indemnification.** MAXIM agrees to indemnify, defend and hold harmless FACILITY, the Baldwin County Sheriff's Office, the Baldwin County Sheriff, and their Commissioners, officers, directors, employees, agents and representatives from and against any and all claims, actions or liabilities, including attorney's fees and costs, which may be asserted against them by any third party in connection with the sole negligent performance or conduct of MAXIM or its officers, employees, agents or representatives pursuant to this Agreement. The provisions of this Section 6.3 shall survive the expiration or termination of this Agreement.

**Section 6.4 Notices.** Any notice or demand required under this Agreement will be in writing, will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt, and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Baldwin County Sheriff's Office  
310 Hand Ave.  
Bay Minette, AL 36507  
ATTN: Sheriff Huey Hoss Mack

Maxim Healthcare Services, Inc.  
7227 Lee DeForest Drive  
Columbia, MD 21046  
ATTN: Contracts Department

**COPY TO:**

**COPY TO:**

Baldwin County Commission  
312 Courthouse Square Suite 12  
Bay Minette, AL 36507  
ATTN: Chairman

Maxim Staffing Solutions  
3103 Airport Blvd. Suite #450  
Mobile, AL 36606  
ATTN: David Clark

**Section 6.5 Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

**Section 6.6 Entire Contract; Counterparts.** This Agreement constitutes the entire contract between FACILITY and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.8.

**Section 6.7 Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of FACILITY is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of FACILITY to request Personnel shall result in no penalty to FACILITY or any party claiming by or through it and shall not constitute a breach of this Agreement.

**Section 6.8 Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify FACILITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

**Section 6.9 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

**Section 6.10 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Alabama, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Alabama and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

**Section 6.11 Confidentiality.** The parties agree to keep any information exchanged or obtained hereunder strictly confidential and not to disclose such information and materials to any third party, except pursuant to a court order or applicable law, rule or regulation. Notwithstanding anything contained in this Agreement to the contrary, the parties hereto acknowledge that the FACILITY is a governmental entity and shall be entitled to disclose any and all information deemed necessary to comply with any applicable federal, state or local laws, rules or regulations.

**Section 6.12 Limitation on Liability.** Neither MAXIM nor FACILITY will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

**Section 6.13 Attorneys Fees.** In the event either party is required to obtain legal assistance to enforce its rights under this Agreement, or to collect any monies due, hereunder, the prevailing party shall be entitled to recover from the other party, in addition to all other sums due, reasonable attorney's fees (including a reasonable hourly rate for the time expended by in-house counsel), court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

#### **ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION**

**Section 7.1 HIPAA Compliance.** In instances where MAXIM receives Protected Health Information, (herein referred to as "PHI") in connection with the Services provided by FACILITY, MAXIM and FACILITY agree that they shall each:

- 1) Comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder.
- 2) Adhere to all requirements of any applicable regulations promulgated thereunder.
- 3) Not use or further disclose any PHI concerning a client/patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. Both parties shall implement appropriate safeguards to prevent the use or disclosure of a client's/patient's PHI other than as provided for by this Agreement.
- 4) Promptly report any violations, use and/or disclosure of a client's/patient's PHI

not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

**Section 7.2 Breach of Confidentiality.** In the event that either party is in breach of any provision(s) of this Article and Section 6.11 of this Agreement, it shall immediately advise the opposite party and take steps to remedy such breach, including, but not limited to, protecting against the consequences of any disclosure or use of PHI in violation of this Agreement. Both parties acknowledge that use or disclosure of the PHI, in any manner inconsistent with this Agreement, may result in irreparable and continuing damage and that the party damaged by the disclosure shall have the right to seek legal and equitable relief, including injunctive relief, without the necessity of posting bond or other security necessary to protect against any such breach or threatened breach, including, without limitation, injunctive relief.

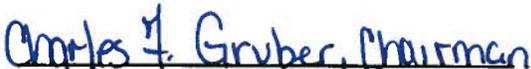
FACILITY and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

BALDWIN COUNTY COMMISSION:

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

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Printed Name & Title

  
\_\_\_\_\_  
Printed Name & Title

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

Attest:   
\_\_\_\_\_  
David A. Z. Brewer  
County Administrator



STATE OF ALABAMA )  
COUNTY OF BALDWIN )

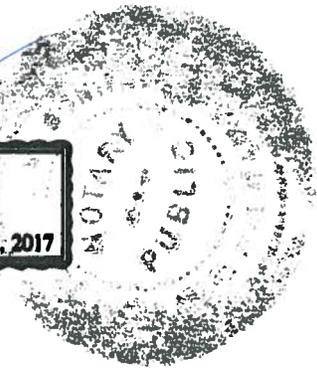
I, Jeannie M. Bonifay, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that CHARLES F. GRUBER, as Chairman of the Baldwin County Commission, and DAVID A. Z. BREWER, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the 14 day of October, 2014.

Jeannie M. Bonifay  
Notary Public, Baldwin County, Alabama

My Commission expires:

JEANNIE M. BONIFAY  
Notary Public  
State of Alabama  
MY COMMISSION EXPIRES: MAR 14, 2017



STATE OF Maryland )  
COUNTY OF Howard )

I, Keith Ramalho, Notary Public in and for said County, in said State, hereby certify that, Kirstyn Estes, whose name as Asst. Controller of Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions, a Maryland corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 9<sup>th</sup> day of October, 2014.

Keith Ramalho  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: 10/28/14

KEITH J RAMALHO  
Notary Public-Maryland  
Baltimore City  
My Commission Expires  
October 28, 2014

**ATTACHMENT A  
MAXIM STAFFING SOLUTIONS  
FACILITY STAFFING RATES FOR  
BALDWIN COUNTY COMMISSION**

Charges will be based on the following hourly rate schedule effective October 1, 2014:

Service	Weekday Rate	Weekend Rate
CAN	\$19/hour	\$20/hour
LPN	\$34/hour	\$35/hour
RN	\$43/hour	\$44/hour

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

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

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

**Holidays.** Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

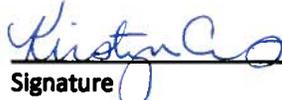
New Year's Eve (from 3 PM)  
New Year's Day  
Memorial Day  
Independence Day  
Easter  
Martin Luther King Day

Thanksgiving Day  
Labor Day  
Christmas Eve (from 3 PM)  
Christmas Day  
Presidents Day

BALDWIN COUNTY COMMISSION:

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

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Charles F. Gruber, Chairman  
\_\_\_\_\_  
Printed Name & Title

Kirstyn Estes, Asst Controller  
\_\_\_\_\_  
Printed Name & Title

10-14-14  
\_\_\_\_\_  
Date

10/9/14  
\_\_\_\_\_  
Date

Attest:   
\_\_\_\_\_  
David A. Z. Brewer  
County Administrator

