



**DATE:** March 1, 2023



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH

**RE:** *Approval of Professional Services Agreement Between Southern Nevada Health District and Maxim Healthcare Services, Inc. DBA Maxim Staffing Solutions*

**PETITION #22-23**

That the Southern Nevada District Board of Health Approve the attached Contract **C2300078**, Professional Services Agreement for Temporary Medical Staffing Between Southern Nevada Health District and Maxim Healthcare Services, Inc. DBA Maxim Staffing Solutions

**PETITIONERS:**

**Kim Saner**, *Interim Director of Human Resources*   
**Fermin Leguen, MD, MPH**, *District Health Officer* 

**DISCUSSION:**

Professional Services Agreement for Temporary Medical Staffing Services effective April 1, 2023 through March 31, 2024 and may exceed \$50,000.

**FUNDING:**

Funded in existing FY budget.



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
MAXIM HEALTHCARE SERVICES HOLDINGS, INC.  
DOING BUSINESS AS  
MAXIM HEALTHCARE STAFFING SERVICES, INC.  
C2300078**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the Southern Nevada Health District (“Health District”) and Maxim Healthcare Services Holdings, Inc. dba Maxim Healthcare Staffing Services, Inc., a Maryland corporation (“Contractor”) (may be individually referred to as “Party” and collectively, referred to as “Parties”).

WHEREAS, pursuant to Nevada Revised Statutes (NRS) Chapter 439, Health District is the public health authority for Clark County, Nevada with jurisdiction over all public health matters therein; and

WHEREAS, the Health District is the recipient of federal grant funding received through various federal and non-federal agencies, and contemplates receipt of additional federal grant funding throughout the term of the Agreement, wherein Contractor will support Health District as a provider of temporary medical staffing as requested, and will receive payment at least in part made with federal grant funding;

WHEREAS, Contractor provides home health, medical staffing and wellness services and pursuant to its September 20, 2022 response (“Contractor’s Response”) to Health District’s Request For Proposals for Temporary Medical Staffing Services 23RFP002 (“RFP”), Contractor has agreed to provide the temporary medical staffing services listed in Attachment A, Scope of Work (“Staff”). Contractor’s Response and Health District’s RFP documents are incorporated by reference herein; and

WHEREAS, Health District and Contractor desire to provide in writing a full statement of their respective rights and obligations in connection with their mutual agreement in furtherance of the above described purposes.

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

- 1) **TERM AND CONDITIONS.** This Agreement shall be effective from March 1, 2023 through February 28, 2024 unless sooner terminated by either Party as permitted in this Agreement. At the option of Health District, this Agreement may be extended for four (4) additional one-year periods upon issuance of an amendment signed by both Parties.

- 1.01 Contractor understands and agrees that Health District will utilize Contractor's services on an as-needed basis and at the Health District's discretion. Contractor may, without penalty, decline to accept any offered assignment.
  - 1.02 This Agreement may be terminated by either Party prior to the date set forth in this Section 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
  - 1.03 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause. Termination for cause will eliminate the 30-day waiting period described in Subsection 1.02.
  - 1.04 Upon termination, Contractor will be entitled to payment for services provided prior to date of termination and for which Contractor has submitted an undisputed invoice but has not been paid.
  - 1.05 This Agreement is subject to the availability of funding and shall be terminated immediately if for any reason State and/or Federal funding ability, or private grant funding ability, budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
  - 1.06 This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 2) **INCORPORATED DOCUMENTS.** The services to be performed and/or the goods to be provided and the consideration therefore shall be specifically described in the attachments to this Agreement, which are incorporated into and are specifically a part of this Agreement, as follows:
- ATTACHMENT A: SCOPE OF WORK
  - ATTACHMENT B: PAYMENT
  - ATTACHMENT C: REQUIREMENTS FOR NON-FEDERAL ENTITIES RECEIVING PAYMENT  
MADE WITH FEDERAL FUNDS
  - EXHIBIT 1: EXPEDITED STAFF PLACEMENT REQUEST
- 3) **COMPENSATION.** Contractor shall bill Health District and be compensated for the temporary medical staffing provided to and as requested by the Health District at the rates provided in Attachment B: Payment. Health District shall secure temporary medical staffing from Contractor by issuance of a purchase order pursuant to Attachment A, Subsection A.1(e).
- 4) **COMPLIANCE.** Contractor confirms that it has not been excluded by the Federal government from participation in any governmental programs nor, to the best of Contractor's knowledge, have any of its employees and/or subcontractors been proposed for exclusion. Contractor will notify the Health District's Compliance Officer immediately upon Contractor receiving written or verbal notification that Contractor or any its employees and/or subcontractors are proposed for exclusion from any governmental health

care program.

5) CONFIDENTIALITY.

5.01 In the event and to the extent Contractor or Contractor's personnel have access to information, which is confidential including, but not limited to, medical records and personal data, whether oral, written, or electronic, Contractor and its personnel shall comply with state and federal laws and regulations regarding such information including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as it may from time to time be amended. Contractor's employees have been informed of and trained in the confidentiality and disclosure requirements under applicable federal and Nevada State statutes and regulations, including HIPAA.

5.02 The Staff requested by Health District and referred by Contractor under this Agreement are members of the Health District's workforce for purposes of HIPAA and therefore may have access to patient medical information as provided for in the HIPAA Privacy Rule. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to Contractor and, consistent with HIPAA and Section 7 below, does not establish an employment relationship. If, however, during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that Contractor is a Business Associate, as described in the federal privacy regulations, or if the Parties otherwise reasonably determine that Contractor will likely be so defined as a Business Associate under such federal privacy regulations, the Parties will promptly agree upon such procedures and requirements relating to handling protected health information and will ensure compliance with any applicable governmental requirements and regulations.

6) CONTRACTOR RESPONSIBILITIES:

6.01 Contractor shall be responsible for the accuracy, completeness, and adequacy of any and all work and services performed under this Agreement. Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to the Contractor's employees and agents, and to any individual not a part to this Agreement for all loss, damage, or injury caused by the Contractor, or the Contractor's employees or agents in the course of work performed under their assignment.

6.02 Contractor shall be responsible for providing salary or other benefits to such referred Staff and is responsible for payment of all applicable federal, state and local taxes and fees which may become due and owing by the Contractor by reason of this Agreement, including but not limited to, income taxes, assessments, and taxes. Contractor is further responsible for obtaining all licenses, permits and certificates that may be required by reason of the Agreement.

- 6.03 Contractor shall be responsible for securing any and all insurance coverage for the Contractor and the Contractor's employees and agents which is or may be required by law during the duration of this Agreement. Contractor shall further be responsible for payment of all premiums, costs, and other liabilities associated with securing said insurance coverage. Contractor shall be required to maintain commercial general liability insurance and medical professional liability insurance of at least two million dollars (\$2,000,000) each. Health District shall be named as additional insured in the above referenced policies.
- 6.04 Contractor shall secure, at the Contractor expense, all Staff required to perform the services required by this Agreement.
- 6.05 Contractor shall use its best efforts to refer the same staff to Health District in order to provide maximum staffing continuity.
- 6.06 Contractor shall ensure all referred Staff who work with Health District clients have:
- A current, valid, non-restricted license to practice in the State of Nevada
  - A valid current State of Nevada Driver's License
  - Experience and full qualifications to engage in the activities and services required under this Agreement
  - Have a current CPR and AED certification card (exception: Licensed Clinical Social Worker):
  - Evidence of:
    - Hepatitis A and B vaccinations (by Health District request only),
    - Varicella vaccination (by Health District request only),
    - MMR immunity (by Health District request only),
    - Td/Diphtheria prevention (by Health District request only),
    - TB Mantoux test,
    - COVID-19 vaccination, and
    - Compliance with OSHA requirements for prevention of transmission of blood borne pathogens and TB
  - A current N-95 respirator fit testing and personal respirator
  - Passed a criminal background check
  - The right to participate in Medicare, Medicaid or any other federal or state health program have not been terminated for any reason or relinquished voluntarily
  - Professional liability insurance maintained at the appropriate limits
- 6.07 Contractor shall provide referred Staff with a photo identification card that will be worn at all times during scheduled Health District work.
- 6.08 Contractor shall not assign or subcontract any Contractor's duties, obligations, or interests under this Agreement without the prior written consent of the Health District. If Contractor finds it necessary to subcontract some of the work herein, and Health District consents to the subcontract, it is understood that no subcontract

shall, under any circumstances, relieve the Contractor of his obligation and liability under this Agreement with Health District and all persons engaged in performing the work covered by this Agreement shall be considered employees of the Contractor.

- 6.07 In the event of a public health emergency, as determined by the Health District, Health District may require expedited placement of Staff. Health District may elect to allow for assignment of individual Staff prior to Contractor's completion of the required background check for said individual Staff, provided Contractor has satisfied all other requirements pursuant to Subsection 6.06 of this Agreement, and has already commenced the background check for the individual Staff.
- a) Contractor must submit an Expedited Staff Placement Request for each proposed expedited assignment to Health District in substantially the form attached hereto as Exhibit 1. After full execution, each Expedited Staff Placement Request shall be expressly incorporated by reference into this Agreement. The first Expedited Staff Placement Request under this Agreement shall be designated Exhibit 1.1; subsequent Expedited Staff Placement Requests will be designated sequentially, e.g. Exhibit 1.2.
- 7) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of Services pursuant to this Agreement. In the performance of such Services, Contractor shall at all times be an independent Contractor with respect to Health District. Contractor is not an employee or agent of Health District. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, co-employer or joint employer, or other affiliation or like relationship between the Parties.
- 8) FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. Health District may, at its discretion, conduct a fiscal monitoring of Contractor at any time during the term of the Agreement. Contractor will be notified in writing at least three (3) weeks prior to the visit outlining documents that must be available prior to Health District's visit. Health District shall notify Contractor in writing of any Adverse Findings and recommendations as a result of the fiscal monitoring. Adverse Findings are defined as Lack of Adequate Records, Administrative Findings, Questioned Costs, and Costs Recommended for Disallowance. Contractor will have the opportunity to address adverse findings in writing responding to any disagreement of adverse findings. Health District shall review disagreement issues, supporting documentation and files and forward a decision to the Contractor in writing.
- 9) AUDIT REQUIREMENTS.
- 9.01 All payments made under this Agreement shall be subject to an audit and any payments shall be adjusted in accordance with said audit.
- 9.02 Contractor shall schedule an annual financial audit and shall submit a copy to Health District for review within six (6) months following the close of Contractor's fiscal year. Failure to meet this requirement may result in loss of current funding and

disqualification from consideration for further Health District administered funding. This audit shall be made by an independent auditor in accordance with generally acceptable accounting principles. This requirement applies equally to any subcontractor of Contractor that receives funding under this Agreement. Contractor shall include this requirement in all its subcontractor agreements. Any subcontracts prepared by Contractor shall be furnished to Health District to ensure conformance with all requirements.

9.03 Contractor shall make appropriate corrections within six (6) months after receipt of an audit report to remedy any material weaknesses identified by the audit report. Health District may withhold payment for non-correction of material weaknesses identified by the audit report in addition to its right to terminate this Agreement.

9.04 Contractors receiving a combined total of \$750,000 or more annually from any combination of federal funding sources are subject to federal audit requirements per Public Law 98-502, "The Single Audit Act". Contractor shall comply with OMB Circular A-133 and 2 CFR, Parts 215 and 230 as applicable. The single audit report along with any required corrective action plan, if applicable, shall be submitted to Health District for review within six (6) months following the close of the fiscal year which occurs within the project period of this Agreement.

#### 10) BOOKS AND RECORDS.

10.01 Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party for a minimum of three (3) years, and for five (5) years if any federal funds are used pursuant to this Agreement, from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.

10.02 Health District shall, at all reasonable times, have access to Contractor's records, calculations, presentations and reports for inspection and reproduction.

#### 11) GENERAL PROVISIONS.

11.01 BREACH; REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the right to seek reasonable attorneys' fees and costs.

11.02 WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any

particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

- 11.03 LIMITED LIABILITY. Health District will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- 11.04 FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and, the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
- 11.05 INDEMNIFICATION. Neither Party waives any right or defense to indemnification that may exist in law or equity.
- 11.06 MUTUAL COOPERATION. The Parties agree to cooperate fully in furtherance of this Agreement and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.
- a) The Parties shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- 12) CODE OF CONDUCT. By executing the Agreement, the Parties acknowledge they have each read and respectively agree to comply as applicable with Health District's Code of Conduct, which is available online at:
- <https://media.southernnevadahealthdistrict.org/download/FQHC-2020/20200129/20200129-VII-1-Code-of-Conduct-Booklet-Leguen-Signature.pdf>
- 13) NON-DISCRIMINATION. As an Equal Opportunity Employer, Contractor has an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. Contractor employs employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, gender, status as a disabled veteran, or veteran of the Vietnam era, disability, or sexual orientation. Contractor likewise agrees that it will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.
- 14) SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist



and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

- 15) ASSIGNMENT. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- 16) PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by Health District to public inspection and copying. Health District will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- 17) PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
- 18) ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof.
- 19) GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this agreement.
- 20) NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery, overnight delivery, or via U.S. certified mail, postage prepaid to the other Party at their address set out below:

**Southern Nevada Health District**  
Contract Administrator  
Legal Department  
280 S. Decatur Blvd.  
Las Vegas, NV 89107

**Maxim Healthcare Staffing Services, Inc.**  
Manager of Business Operations  
1771 East Flamingo Rd, Suite 216A  
Las Vegas, NV 89119

**Maxim Healthcare Services Holdings, Inc.**  
7227 Lee Deforest Drive  
Columbia, MD 21046  
Attn: Contracts Department

- 21) COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

BY SIGNING BELOW, the Parties agree that they have read, understood, and agreed to the conditions set forth above and have caused their duly authorized representatives to execute this Agreement.

**SOUTHERN NEVADA HEALTH DISTRICT**

**MAXIM HEALTHCARE SERVICES HOLDINGS, INC.  
DOING BUSINESS AS  
MAXIM HEALTHCARE STAFFING SERVICES, INC.**

By: \_\_\_\_\_  
Fermin Leguen, MD, MPH  
District Health Officer

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

**This document is approved as to form.  
Signatures to be affixed after Southern Nevada District  
Board of Health Approval.**

By: \_\_\_\_\_  
Heather Anderson-Fintak, Esq.  
General Counsel  
Southern Nevada Health District

**ATTACHMENT A  
SCOPE OF WORK**

A. Scope of Work:

A.1 Requests for staffing will be made by Health District representative via e-mail or telephone. The request shall include all necessary information pertaining to the assignment including the type and number of Staff required, location, and the dates and shifts which the Staff is required to work.

- (a) Staff provided must be proficient in the full scope of practice required by Health District and permitted under their license. These skills shall include but not be limited to the provision of initial and ongoing assessments, the ability to critically think and develop strategies of care, the ability to exercise sound clinical judgment based on knowledge, and to develop or contribute to the development of diagnoses and plans of care. In addition, Staff must be experienced in medication administration and the operation of special medical equipment. Staff must be competent and confident in responding to emergency situations. Staff must be experienced in the provision of basic patient care including all activities of daily living, basic procedures such as taking vital signs, collecting lab specimens, and providing inoculations for persons of all ages.
- (b) Contractor's Staff provided should have at least three (3) years experience, preferably in a hospital or other acute care facility.
- (c) Contractor's Staff should be knowledgeable about the principles of prevention, control and surveillance for communicable diseases such as flu, tuberculosis, hepatitis, HIV, sexually transmitted diseases, and/or women's health.
- (d) Contractor shall provide the Health District representative with an answer as to whether or not they can fill the request within two (2) hours after the request is received.
- (e) Health District will issue a Purchase Order to Contractor for each accepted and approved Staff assignment. Each Purchase Order issued to Contractor for confirmation of Staff assignment shall specifically reference this Agreement C2300078.
- (f) Contractor shall provide Staff for any shift, half day or full day, seven (7) days per week, as requested. The schedules are variable and will be arranged according to the Health District's needs. The Health District reserves the right to cancel scheduled shifts at anytime for any reason. Contractor is responsible to assure assigned Staff is aware of the temporary nature of their assignments.
- (g) Regular time is considered an eight (8) hour, forty (40) hours per week regardless of the shift. Overtime is considered after the Staff has worked forty (40) hours per week for the Health District and is reimbursed at time and a half. The Staff shall not qualify for overtime if the forty (40) hours is accumulated through a

combination of Health District and non-Health District assignments.

B. Geographic Coverage of Service:

B.1 Contractor shall furnish Staff services, as requested, to the Health District locations within Clark County, Nevada. The Health District currently has locations in the following areas:

Main Campus  
280 S. Decatur Blvd.  
Las Vegas, Nevada 89107  
Hours: M-Th 8:00a-6:00p

Fremont Public Health Center  
2830 E. Fremont St.  
Las Vegas, Nevada 89104  
Hours: T-F 8:00a-6:00p

Henderson Public Health Center  
220 E. Horizon Drive, Suites A & C  
Henderson, Nevada 89015  
Hours: M-Th 7:00a-5:00p

Southern Nevada Public  
Health Laboratory  
700 S. Martin L. King Blvd.  
Las Vegas, Nevada 89106  
Hours: M-F 8:00a-4:30p

All Saints Sexual Health Clinic  
At All Saints Episcopal Church  
4201 W. Washington Ave.  
Las Vegas, NV 89107  
Hours: M-Th 8:00a-4:00p

Other locations, as required

C. Responsibility and Duties

C.1 While providing patient care services at any of the Health District facilities listed in Section 2 above, Contractor Staff shall comply with all provisions of the licensing laws or applicable certification under which he/she is licensed or certified, with regulations promulgated there under, and each shall comply with all nursing policies and procedures adopted by the facilities to protect the health and welfare of its patients.

C.2 It shall be the responsibility of the Health District to orient Staff to the facilities and acquaint them with Health District policies as may be necessary for performance of their duties.

D. The following temporary medical staff positions may be filled by Contractor at Agreement rates pursuant to Attachment B, Payment. Contractor may fill additional temporary medical staff positions at the request of Health District. Prior to such Staff assignment, the Parties will agree in writing upon the job duties and requirements for each temporary medical staff position not included within this Attachment A.

D.1 Physician's Assistant (PA)

The PA will perform a variety of advanced clinical duties involved in assessing, treating,

controlling, and preventing patient illness and disease within the assigned public health nursing program; to perform physical examinations; to identify patients with physical and emotional illness; and to administer medications as prescribed:

- Follow written protocols in all clinical practices
- Write or fill prescriptions
- Perform general physical examinations including heart, neck, pulmonary chest, cardiovascular, abdominal, and other routine exams; perform pelvic and breast examinations; initiate and perform selected diagnostic tests
- Identify physical and emotional illnesses through observations, interpretations of laboratory findings, and analysis of patient charts; analysis of diagnostic tests and appropriate medical, hospital, or other health care as needed
- Counsel patients under medical treatment programs in order to assess their health progress; identify reoccurring problem areas; establish written and verbal treatment plans to solve specific problem areas; evaluate compliance with the treatment program and modify the treatment program based on the person or family response to treatment
- Interview patients prior to examinations to obtain a variety of information including medical history and background; determine the type of care or community service the patient will need; observe patients for signs of intoxication or possible use of illegal drugs; refer patients to proper community service agency if necessary; document observations
- Meet with patients in order to discuss and inform them of their laboratory test and exam results; educate patients regarding their illness; provide appropriate referrals
- Counsel patients regarding the prevention of STD's and dispense appropriate STD medications
- Provide health related counseling on the prevention of communicable diseases; coordinate health programs with outside organizations and agencies; provide general health related information and instruction to individuals and their families
- Follow up, by telephone with patients with infections and other illnesses; ensure that they return for follow up testing or treatments as necessary
- Assist with medical emergencies
- Maintain the operational activities and patient care for assigned clinic or health care program
- Keep accurate patient records and maintain and update files as necessary
- Perform related duties and responsibilities as required

#### D.2 Advanced Practitioner Registered Nurses (APRN)

The APRN may perform a variety of advanced nursing duties involved in assessing, treating,

controlling and preventing patient illness and disease within the assigned public health nursing program; to perform physical examinations; to identify patients with physical and emotional illness; and to administer medications as prescribed:

- Collaborate with physicians and follow written protocols in all nursing practices
- Counsel women patients on general health and primary care (i.e. self breast exams, prevention of urinary tract infections, etc.)
- Perform general physical examinations
- Write or fill prescriptions
- Identify physical and emotional illnesses through observations and interpretations of laboratory findings
- Counsel patients under medical treatment programs
- Interview patients prior to examinations to obtain a variety of information including medical history and background
- Meet with patients in order to discuss and inform them of their laboratory test and exam results; educate patients regarding their illness; provide appropriate referrals
- Counsel patients regarding their choice of contraceptives; prescribe and dispense birth control pills; dispense and fit diaphragms and cervical caps; insert, examine and remove IUD and Norplant devices
- Provide health related counseling on the prevention of communicable diseases
- Follow up, by telephone, for patients with infections and other illnesses
- Assist with medical emergencies; administer first aid for minor injuries and health problems
- Maintain the operational activities and patient care for assigned clinic or health care program
- Keep accurate patient records
- Perform related duties and responsibilities as required

### D.3 Registered Nurses

The RN may perform public/community health nursing services in clinics, homes and in the community; and provide community and client centered counseling, education and information concerning illnesses:

- Provide health related counseling on the prevention of communicable diseases;
- Administer a variety of pre-examination tests including skin tests, blood tests, and other tests used in determining communicable disease
- Provide information and education to patients before and after tests as necessary
- Assess and evaluate patient's response to treatment and medication

- Advise patients on available and appropriate medical and social services available
- Keep accurate patient records; maintain confidentiality at all times
- Stay abreast of new trends and innovations in the areas of disease prevention and treatment, chronic diseases
- Compile and submit necessary medical/statistical reports and data in a timely fashion
- Apply basic time management and patient care coordination skills to effectively provide nursing and health care services
- Perform related duties and responsibilities as required

#### D.4 Licensed Clinical Social Workers

The Licensed Clinical Social Worker may provide case management services to eligible clients, in which an individual's needs are identified and the psychosocial, rehabilitative and medical services designed to meet those needs are located, coordinated and monitored in collaboration with other professional Staff:

- Conduct casework interviews with clients, family members, service providers, employers and others.
- Identify psychosocial, economic and physical needs of clients; assess and reassess client's support systems, available community resources and other factors to plan, develop, and implement an appropriate service plan.
- Develop and implement a case plan.
- Provide ongoing case management services by conducting home visits, monitoring delivery of services and quality of care, and reassessing client needs.
- Refer clients to appropriate community medical, emotional, economic and social support organizations; advocate for or assist the client in obtaining such services.
- Provide basic intervention and client and family counseling as required; provides crisis intervention.
- Prepare complete and accurate case notes; write correspondence, reports and other written materials; may prepare statistical reports and summaries; input data.
- Explain agency and program rules, regulations and procedures; assist clients in completing required forms and in gathering necessary documentation.
- Confer with other divisional professionals and supervisors regarding cases and scheduling and to coordinate activities.
- Contribute to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a work team.
- Perform related duties as assigned.

**ATTACHMENT B  
PAYMENT**

A. Payment to Contractor:

A.1 Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement. The sum of payments shall not exceed allowable compensation stated in Paragraph 3 of this Agreement and no payments shall be made in excess of the maximum allowable total for this Agreement.

B. Payment Schedule:

B.1 Contractor Staff:

Positions offered through the Contractor at Contractor rates:

<u>Position</u>	<u>Bill Rate</u>
Pharmacist*	\$110-\$165
Physician's Assistant*	\$95-\$200
Advanced Registered Nurse Practitioner	\$100.00
Registered Nurse	\$70.00
Licensed Clinical Social Worker	\$61.00
Licensed Practical Nurse	\$51.00
Certified Nursing Assistant	\$39.00
Medical Assistant	\$36.00
Phlebotomist	\$38.00
Surgical technician	\$37.00
Pharmacy Technician	\$64.00
Emergency Medical Technician	\$39.00
Medical Transcriber	\$32.00
Registered Dietician	\$59.00
Laboratory Assistant	\$37.00

- \*\*Bill rates for Pharmacists and Physician's Assistants are based on individual Health Care Professional experience and assignment setting.
- Background checks and drug screens for the above listed positions will be conducted and paid for by the Contractor.
- Health District may engage with Contractor to fill temporary medical staff positions not specifically listed in this Subsection B.1. Contractor will provide Health District with a written quote for any such position as requested by health District. Prior to Staff assignment, the Parties will agree in writing upon the applicable bill rate and job duties.

B.2 Health District referred employees:

- (a) Hourly pay rates for individuals identified and screened by Health District and referred to Contractor for employer of record status will be determined by Health District, and Contractor will apply a multiplier of 1.5 to each hour worked



by referred employees to calculate Health District's hourly billing rate.

- (b) Background checks and drug screens for the above listed positions will be conducted and paid for by the Health District.
  - (c) The Health District may elect to identify, screen, and refer to Contractor, positions not specifically listed in Attachment A for employer of record status. Prior to Staff assignment, the Parties will agree upon the pay rate, the bill rate based on a multiplier of 1.5, and the job duties for each such referral.
- C. Contractor may not bill more frequently than monthly for services actually performed the prior month. The invoice will detail costs incurred for each item identified in the project budget shown in Section B above.
  - (a) Backup documentation including but not limited to invoices, receipts, timecards, proof of payments, or any other documentation requested by Health District, is required, and shall be submitted by Contractor.
  - (b) Contractor invoices shall be signed by the Contractor's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.
  - (c) Cost principles contained in 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.
- D. In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved.
- E. Mileage reimbursement will be allowed if the Health District program manager has documented in writing that the Contractor temporary employee may be reimbursed for required travel in a privately owned vehicle in performance of duties. The document will clearly state when a reimbursement is allowable, such as driving from a Health District facility to a business-related function, such as a meeting. Mileage reimbursement will never be allowable from a temporary employee's residence to a Southern Nevada Health District facility. Mileage will be reimbursed based on the then-current GSA Privately Owned Vehicle Mileage Reimbursement Rate.

**ATTACHMENT C**  
**REQUIREMENTS FOR NON-FEDERAL ENTITIES RECEIVING PAYMENT**  
**MADE WITH FEDERAL FUNDS**

As a procurement contractor receiving payment made with federal funds, Contractor agrees to ensure its compliance as applicable with the following:

- A. 2 CFR §200.317, PROCUREMENT BY STATES. When procuring property and services under a federal award, a state (or political subdivision of a state) must follow the same policies and procedures it uses for procurements from its non-federal funds. A state receiving federal funds will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-federal entities, including sub-recipients of a state, must follow the procurement standards in §§ 200.318 through 200.327.
- B. COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS. Contractor agrees to follow and comply with 2 CFR §§200.318 General Procurement Standards through 200.327 Contract Provisions as applicable.
  - B.1 2 CFR §200.322, DOMESTIC PREFERENCES FOR PROCUREMENTS. As is appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
- C. UNIFORM GUIDANCE CONTRACT PROVISIONS. In accordance with 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entities, Contractor agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
  - C.1 REMEDIES. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - C.2 TERMINATION. All federally funded contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  - C.3 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of

Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- C.4 DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- C.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- C.6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or

nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

C.7 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C.8 ENERGY EFFICIENCY. The Parties will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

C.9 DEBARMENT AND SUSPENSION. (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Furthermore, each of Contractor’s vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

C.10 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

C.11 PROCUREMENT OF RECOVERED MATERIALS. A non-Federal entity that is a state agency

or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

D. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor certifies it is in compliance with 2 CFR §200.216 as published on August 13, 2020, and as may be amended from time to time, and Contractor has not and will not use federal funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract to procure or obtain;

(i) equipment, services, or systems using covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115—232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(iii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

D.1 See Public Law 115—232, section 889 for additional information.

D.2 See also 2 CFR §§200.216 and 200.471, as may be amended from time to time.

**EXHIBIT 1  
EXPEDITED STAFF PLACEMENT REQUEST**

THIS EXPEDITED STAFF PLACEMENT REQUEST (“Expedited Request”) is made in reference to Professional Services Agreement C2300078 (“Agreement”) by and between Southern Nevada Health District (“Health District”) and Maxim Healthcare Services Holdings, Inc. doing business as Maxim Healthcare Staffing Services, Inc. (“Contractor”), Effective Date March 1, 2023, wherein, after full execution of this Expedited Request, Exhibit 1.\_\_\_\_\_, Contractor may assign the following individual Staff to Health District pursuant to Subsection 6.09 of the Agreement.

Individual’s Name, Discipline	
Assigned Unit/Department:	
Proposed Start Date:	

- A. Contractor certifies that a background check has been commenced for this individual, and that all other requirements pursuant to Subsection 6.06 have been satisfied.
- B. This Expedited Request is effective as of the date of the last signature affixed hereto, and will remain in effect until the above individual Staff’s background check is completed by Contractor.
- C. Counterparts. This Expedited Request may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

IN WITNESS WHEREOF, the Parties have caused this Expedited Request to be executed by their undersigned officials as duly authorized.

SOUTHERN NEVADA HEALTH DISTRICT

MAXIM HEALTHCARE SERVICES HOLDINGS,  
INC. DOING BUSINESS AS MAXIM  
HEALTHCARE STAFFING SERVICES, INC.

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_