

# Contract Review Sheet

JV-5450-23

Purchase Order #: JV-5450-23 Amendment #: \_\_\_\_\_

Contact: Brianna Sloane Department: Juvenile Department

Phone #: (503) 576-4620 Date Sent: Tuesday, May 16, 2023

Title: Maxim Healthcare Staffing

Contractor's Name: Maxim Healthcare Staffing

Term - Date From: June 1, 2023 Expires: June 30, 2025

Original Contract Amount: \$890,000.00 Previous Amendments Amount: \$0.00

Current Amendment: \$0.00 New Contract Total: \$890,000.00 Amd% 0%

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 50-0160 Health Provider Contracts

Description of Services or Grant Award

Nurse staffing at the Juvenile Detention center.

Desired BOC Session Date: 5/31/2023 BOC Planning Date: 5/18/2023

Files submitted in CMS: 5/10/2023 Printed packet & copies due in Finance: 5/16/2023

BOC Session Presenter(s) Troy Gregg

## FOR FINANCE USE

Date Finance Received: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: Y

## REQUIRED APPROVALS

DocuSigned by:

*Camber Schlag*

5/18/2023

Finance - Contracts \_\_\_\_\_ Date

Contract Specialist \_\_\_\_\_ Date

Legal Counsel \_\_\_\_\_ Date

Chief Administrative Officer \_\_\_\_\_ Date



## MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: May 31, 2023

Department: Juvenile Agenda Planning Date: May 18 Time required: 5

 Audio/Visual aids

Contact: Brianna Sloane Phone: 503-576-4620

Department Head Signature:   
 DocuSigned by:   
 Troy Gregg   
 7B51FB55EA534F1...**TITLE** Healthcare Staffing for Juvenile Department

Issue, Description &amp; Background The Juvenile Department's current contract for medical nurses expires on June 30, 2023. Due to an unforeseen medical event and retirement, our provider will not be extending this contract. The Juvenile department has determined that Maxim Healthcare Staffing Agency will be the best way to proceed in recruiting a quality candidate to fill this need quickly and efficiently.

Financial Impacts: Maxim Healthcare Staffing Agency is currently contracted with the State of Oregon and in accordance with MCPR 20-0200 the Juvenile Department as an "authorized purchaser", may use this price agreement to contract with the agency. The cost for at least one Registered Nurse and an additional Registered Nurse or Licensed Practical Nurse for a term of two years shall not exceed \$890,000.00.

Impacts to Department &amp; External Agencies Making sure we have nurses available for the youth at the Juvenile Department is critical and we need to make sure that we can quickly find qualified candidates.

Options for Consideration: Approval of the contract with Maxim Healthcare Staffing  
Denial of the contract with Maxim Healthcare Staffing

Recommendation: The Juvenile Department recommends approval of the contract with Maxim Healthcare Staffing.

List of attachments: Work Order Contract  
State Price Agreement PO-10700-00015789  
Contract Review Sheet

Presenter: Troy Gregg

*Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)*

Copies to: Troy Gregg tgregg@co.marion.or.us, Alicia Cozad acozad@co.marion.or.us, Brianna Sloane bsloane@co.marion.or.us.

**JV-5450-23**

**Work Order Contract – Form**

**Price Agreement # PO-10700-00015789**

**Work Order Contract # JV-5450-23**

**STATE OF OREGON  
WORK ORDER CONTRACT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats.

To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Work Order Contract (“WOC”) is executed as evidenced in Section 6. “Signatures,” below, against Price Agreement PO-10700-00015789 by and between Marion County Juvenile Department (“Authorized Purchaser”) and Maxim Healthcare Staffing Services, Inc. (“Provider”). The terms of this WOC along with all terms and conditions of the Price Agreement constitute the entire Contract.

- 1. WOC TERM.** This WOC is effective upon the date signed by both parties and all applicable approvals have been obtained (“WOC Effective Date”). The WOC expires on **June 30, 2025 unless terminated earlier in accordance with the terms in the Price Agreement.**

**COMPENSATION:** Authorized Purchaser will make payment to the Provider for accepted and approved Work or Services of Provider and Practitioner named herein, under this WOC according to the following:

The Authorized Purchaser will pay Provider monthly within 30 days of receiving invoice from Provider and upon acceptance of the services. Invoices shall be sent to: Marion County Juvenile Department, 2960 Center St NE, Salem, OR 97301.

The maximum not to exceed compensation under this WOC is **\$890,000.00**

- 2. AUTHORIZED REPRESENTATIVES:**

**Authorized Purchaser:**

**Marion County Juvenile Department  
Troy Gregg  
Director  
2960 Center St NE Salem, OR 97301**

**Provider:****Maxim Healthcare Staffing Services, Inc.****3. STATEMENT OF WORK.**

Provider shall provide two qualified professionals, at least one (1) Registered Nurse and an additional Registered Nurse or Licensed Practical Nurse (“Practitioner”), who will fulfill the duties of a licensed medical nursing professional, as identified in Exhibit C in Price Agreement **PO-10700-00015789**. Each Practitioner shall provide no more than the equivalent of 45 hours of Work or Services per week, as it is calculated within the calendar month. No other Practitioners are approved or authorized under this WOC.

Base rates. Base rates for the following Practitioners shall apply from the Effective Date until either the WOC is terminated by either Party or a supplemental attachment is executed.

<b>Position</b>	<b>Local Hourly Rate</b>	<b>Travel Hourly Rate</b>
LPN	\$74.00	\$84.00
RN	\$95.00	\$110.00

On Call. On call will be billed at an hourly rate of \$7.00.

Call Back. Call back will be billed at 1.5x the agreed upon base hourly rate. Call back will be a minimum of 2 hours.

Conversion Fee. Authorized Purchaser may hire or contract with any Maxim Practitioner provided by Maxim once each Practitioner has completed a minimum number of hours of work for Authorized Purchaser through Maxim, according to the Conversion Table below:

<b>Aggregate Hours Worked By MAXIM Personnel For Customer in a Twelve (12) month period</b>	<b>Conversion Fee</b>
Prior to completing 350 hours	25 % of annualized starting salary
After Completions of 500 hours	20 % of annualized starting salary
After Completions of 650 hours	15 % of annualized starting salary
After Completions of 800 hours	10 % of annualized starting salary
After Completions of 950 hours	5 % of annualized starting salary
After Completions of 1040 hours	0 % of annualized starting salary

**4. Certification.** Without limiting the generality of the foregoing, by signature on this WOC, the undersigned hereby certifies under penalty of perjury that:

- (1) Provider is in compliance with all insurance requirements in Exhibit B of the Agreement and notwithstanding any provision to the contrary, Provider has delivered to the DAS PS the required Certificate(s) of Insurance.
- (2) Provider acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Provider and that pertains to this WOC or to the project for which the work is being performed. Provider certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Provider further acknowledges that in addition to the remedies under this WOC, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Provider;
- (3) The undersigned is authorized to act on behalf of Provider and that Provider has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of Oregon for a period of 6 years prior to the Effective Date of this WOC. Provider shall, throughout the duration of this WOC and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of Oregon. For the purposes of this Section, “tax laws” includes: (i) All tax laws of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of Oregon that applied to Provider, to Provider’s property, operations, receipts, or income, or to Provider’s performance of or compensation for any work performed by Provider; (iii) Any tax provisions imposed by a political subdivision of Oregon that applied to Provider, or to goods, services, or property, whether tangible or intangible, provided by Provider; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

The Provider acknowledges that this WOC will be reported to the Oregon Department of Revenue (ODOR). The ODOR may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Provider’s compensation under this Agreement or (ii) exercising a right of setoff against Provider’s compensation under this Agreement for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the ODOR collects debts;

- (4) Provider is an independent contractor as defined in ORS 670.600 and the information shown in Section 5.a. of the Price Agreement “Provider Information,” is Provider’s true, accurate, and correct information;
- (5) To the best of the undersigned’s knowledge, Provider has not discriminated against and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that Provider is not in violation of any nondiscrimination laws;
- (6) Provider and Provider’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:  
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (7) Provider is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” currently found at: <https://www.sam.gov/portal/public/SAM/>;
- (8) Provider is not subject to backup withholding because:

  - (a) Provider is exempt from backup withholding;
  - (b) Provider has not been notified by the IRS that Provider is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified Provider that Provider is no longer subject to backup withholding; and
- (9) Provider Federal Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Provider shall provide DAS PS with the new FEIN or SSN within 10 Business Days.
- (10) Provider has no undisclosed liquidated and delinquent debt owed to the State or any agency, board, commission, department or division of the State.
- (11) Provider has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Provider shall maintain the policy and practice in force during the entire WOC term.
- (12) Provider complies with ORS 652.220 and does not unlawfully discriminate against any of Provider’s employees in the payment of wages or other compensation for work of comparable character on

the basis of an employee's membership in a Protected Class. Provider shall not prohibit any of Provider's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

**PROVIDER, BY EXECUTION OF THIS WOC, HEREBY ACKNOWLEDGES THAT PROVIDER HAS READ THIS WOC, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**PROVIDER: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS**

5. Signatures. This WOC and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the WOC and any amendments so executed shall constitute an original.

**Maxim Healthcare Services Holdings, Inc.**

**By:**

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

**Authorized Purchaser**

**By:**

See attached signature page	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

**Approved for legal sufficiency pursuant to ORS 291.047 and OAR 137-045-0030**

**By:**

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date



**SIGNATURE PAGE FOR  
MAXIM HEALTHCARE STAFFING - JV-5450-23  
between  
MARION COUNTY and**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

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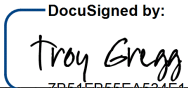
Chair \_\_\_\_\_ Date \_\_\_\_\_

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Commissioner \_\_\_\_\_ Date \_\_\_\_\_

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Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature:  DocuSigned by:  
7B51FB55EA534F1... \_\_\_\_\_ Date: 5/18/2023  
Department Director or designee \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature:  DocuSigned by:  
C5B2F3DF257F444... \_\_\_\_\_ Date: 5/18/2023  
Marion County Contracts & Procurement \_\_\_\_\_ Date \_\_\_\_\_

## JOINT COOPERATIVE CHECKLIST

Lead Agency:	<b>DAS Procurement Services</b>	Contract Start Date	4/1/2023
Title:	<b>Medical Staffing Services</b>	Contract Expiration Date	12/31/2028
Solicitation#	<b>Exempt</b>	Contract #	PO-10700-00015789

Requirement	#	Question	Y/N	notes	guidance
279A.210(1)(a)	1	Was the solicitation and award process a manner substantially equivalent to those specified in ORS 279B.055, 279B.060, or 279B.085?	Yes		proceed to question 2
279A.210(1)(b)	2	Is Marion County a member of the cooperative group?	Yes		proceed to question
279A.210(1)(c)	3	Are there any material changes made to the terms, conditions, or prices of the original contract?	No		usable by MC

**ORS 279A.200(1)(e) “Joint cooperative procurement”** means a cooperative procurement in which the participating governmental bodies or the cooperative procurement group and the bodies’ or group’s contract requirements or estimated contract requirements for price agreements are identified.

**Example:** DAS Statewide Price Agreements



# Master Blanket Purchase Order PO-10700-00015789

Status: 3PS - Sent

- General
- Items
- Vendor
- Routing
- Control
- Attachments(2)
- Notes
- Change Orders(1)
- Reminders
- Summary**

## Header Information

<b>Purchase Order Number:</b>	PO-10700-00015789	<b>Release Number:</b>	0	<b>Short Description:</b>	Medical Staffing Services
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Jennifer Jolley	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2023	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	Department of Administrative Services	<b>Location:</b>	003 - Services	<b>Type Code:</b>	
<b>Department:</b>	107090 - Procurement Services	<b>Entered Date:</b>	01/27/2023 11:19:37 AM	<b>Discount %:</b>	0.00%
<b>Alternate ID:</b>		<b>Retainage %:</b>	0.00%	<b>Actual Cost:</b>	\$0.00
<b>Days ARO:</b>	0	<b>Tax Rate:</b>			
<b>Release Type:</b>	Standard Release , RPA Release Not Allowed				
<b>Contact Instructions:</b>					
<b>Invoice Method:</b>	Three Way Match				
<b>Print Format:</b>					
<b>Solicitation Enabled:</b>	No				
<b>Discipline Type:</b>	Personal Services				
<b>Statewide Price Agreement Number:</b>					
<b>Contract Expiration Date:</b>					
<b>DOJ Review?:</b>					
<b>Related OregonBuys Document:</b>					
<b>Mandatory?:</b>	No				

## Attachments

**Agency Files:** [PO-10700-00015789\\_Maxim\\_ExhibitA\\_WorkOrderContract~1.docx](#)  
[PO-10700-00015789\\_MaximStaffing Agreement\\_Executed.pdf](#)

**Agency Forms:**

**Vendor Files:**

**Vendor Forms:**

Current Org: Marion County ⇄



**Vendor:** **V00007095 - Maxim Healthcare Staffing Services, Inc.**  
 Adam Zawicki  
 7227 Lee Deforest Drive  
 Columbia, MD 21046  
 US  
 Email: adzawick@maxhealth.com  
 Phone: (310)819-4531  
 Id: 83162

**Payment Terms:** Net 30

**Shipping Method:**

**Shipping Terms:** F.O.B., Origin

**Freight Terms:** Freight Disallowed

**PO Acknowledgements:**

Document	Notifications	Acknowledged Date/Time
Change Order 1	Emailed to adzawick@maxhealth.com at	04/27/2023 11:44:12 AM

**Master Blanket/Contract Vendor Distributor List**

Vendor ID	Alternative ID	Integration ID(s)	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00007095			Maxim Healthcare Staffing Services, Inc.	Email	Active

**Master Blanket/Contract Controls**

**Master Blanket/Contract Begin Date:** 04/01/2023    **Master Blanket/Contract End Date:** 12/31/2028  
**Cooperative Purchasing Allowed:** Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00

**Invoice Information**

There are no invoices.

**Item Information**

**Approval Path:**

Current Org: **Marion County**



There are no approval paths found for this purchase order.

Print

Print Vendor Copy

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