



**Kane County
Health Department**

Paul Kuehnert, MS, RN
Executive Director

MEMO

www.kanehealth.com

Public Health Center
1240 N. Highland Avenue
Aurora, Illinois 60506
630.208.3801

Public Health Center
1330 N. Highland Avenue
Aurora, Illinois 60506
630.264.7652

Public Health Center
113 S. Grove Avenue
Elgin, Illinois 60120
847.608.2850

TO: Jane Tallitsch
FROM: Paul Kuehnert, Health Department
DATE: September 22, 2009
SUBJECT: Documents needing legal evaluation
TITLE: MAXIM Staffing Solutions-Nurse Staffing
CONTACT: Claire Dobbins X85152

REVIEW AND COMMENT ONLY.

X

Contract/Grant/Agreement requiring Karen
McConnaughay's signature.

Need to have returned by ASAP.



ATTENTION
2003 8/1 9/2
CROSS YIELD



Kane County Health Department

FOR H1N1 CLINIC STAFFING



DOCUMENT VET SHEET

for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: MAXIM Staffing Solutions – Nurse Staffing

Facility Staffing Agreement

Submitted by: Claire Dobbins 208-5152

Date Submitted: September 21, 2009

Examined by:

KC [Signature]
(Print Name)

[Signature]
(Signature)

9-29-09
(Date)

Comments: Supplemental Nurse Staffing Agency contract to provide RN's and LPN's to staff H1N1 mass vaccination clinics. Term: This Agreement will be in effect for one year and will continue indefinitely until terminated by providing at least thirty days advance written notice.

Chairman signed: Yes X No Date: 10-20-09

Return document to Diane Roop, KCHD-1240 N. Highland Ave., Ste. 21, Aurora



RECEIVED

DATE: 10/10/08

Name of Document: [Handwritten text]

Author: [Handwritten text]

Date: [Handwritten text]

Location: [Handwritten text]

Signature: [Handwritten signature]

Title: [Handwritten text]

Date: [Handwritten text]

Other: [Handwritten text]

Comments: [Handwritten text]

Notes: [Handwritten text]

Additional information: [Handwritten text]



FACILITY STAFFING AGREEMENT

This Facility Staffing Agreement (hereinafter "Agreement") is entered into this 21st day of September, 2009, by and between **Kane County Health Department** located at 1240 N. Highland Ave. Aurora, IL 60503, 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 1011 Lake St., Suite 308 Oak Park, IL 60301 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY operates a County Health Department located in IL 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 continue indefinitely until terminated pursuant to Section 1.2 of this Agreement.

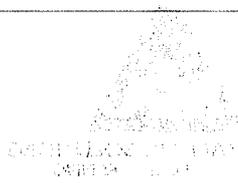
Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions 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 of 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.



MEMORANDUM FOR THE GOVERNOR

This Memorandum is submitted to you for your information and guidance. It concerns the proposed amendments to the Tennessee State Constitution, which were adopted by the voters in 1975. The amendments are contained in the attached report of the Constitutional Convention.

RECOMMENDATION

It is recommended that the proposed amendments be approved by the Governor and signed into law.

The proposed amendments are contained in the attached report of the Constitutional Convention.

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AMENDMENTS TO THE CONSTITUTION

Section 1. The proposed amendments to the Tennessee State Constitution are contained in the attached report of the Constitutional Convention.

Section 2. The proposed amendments to the Tennessee State Constitution are contained in the attached report of the Constitutional Convention.

ARTICLE I. LEGISLATURE

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- 4) Possess proof of pre-employment screening to include a TB skin test or chest X-ray, 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 of 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 sole 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 Use of Independent Contractors and Subcontractors. Personnel provided to FACILITY are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify FACILITY in writing of its intent to use subcontractors and will obtain written approval from FACILITY. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to FACILITY if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to FACILITY. Any Personnel provided to FACILITY by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 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 2.6 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

- 1) The Agreement shall be subject to the laws of the State of New York.
- 2) The Agreement shall be governed by the laws of the State of New York.
- 3) The Agreement shall be subject to the laws of the State of New York.
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ARTICLE 3. ASSIGNMENT OF RIGHTS

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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 four (4) 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 for ensuring that 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 there is a 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

amount of working hours... will be provided by FACILITY at the time of the initial call.

Section 2.2: Staff-employee... MAXIM will bill FACILITY for the entire shift if an employee for that shift is more than two (2) hours (or to the end of the shift, as long as the financial report for work within a reasonable amount of time under existing conditions that recovery takes of the assignment.

Section 2.3: Staff (non-employee)... FACILITY agrees to provide an employee for two (2) hours prior to the start of a shift. MAXIM will bill FACILITY for the full shift at the established fee for each scheduled assignment. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 2.4: Responsibilities for... FACILITY agrees that MAXIM will be responsible for providing and managing personnel at the site for each of its assignments. MAXIM Personnel will be responsible for providing and managing personnel at the site and off-site locations and in accordance with applicable standards.

Section 2.5: MAXIM Personnel... MAXIM Personnel will be responsible for providing and managing personnel at the site for each of its assignments. MAXIM Personnel will be responsible for providing and managing personnel at the site and off-site locations and in accordance with applicable standards. MAXIM Personnel will be responsible for providing and managing personnel at the site for each of its assignments. MAXIM Personnel will be responsible for providing and managing personnel at the site and off-site locations and in accordance with applicable standards.

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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 with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors 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. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

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:

**Kane County Health Department
1240 N. Highland Ave.
Aurora, IL 60301
ATTN:**

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 the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), 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.

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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, and such consent will not 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 a 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 and hold harmless FACILITY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement.

Section 6.4 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 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.

Kane County Health Department
1240 N. Highland Ave.
Aurora, IL 60301
ATTN:

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

COPY TO:

Maxim Staffing Solutions
1011 Lake St., Suite 308
Oak Park, IL 60301
ATTN: **Timothy Webb**

Section 6.6 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 6.7 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 6.9.
- Section 6.8 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 6.9 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 6.10 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 6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, 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 Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 6.12 Confidentiality.** The parties agree to keep the terms and conditions of this Agreement, and 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.
- Section 6.13 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.

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 to 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) not use or further disclose any PHI concerning a client/patient other than as permitted by this Agreement, the requirements of HIPAA and/or

Section 1.1. The purpose of this Agreement is to provide for the orderly and efficient operation of the business of the Company and to provide for the protection of the interests of the Company and its shareholders. This Agreement shall be governed by the laws of the State of New York and shall be construed and interpreted in accordance with the laws of the State of New York. The provisions of this Agreement shall be binding on the Company and its shareholders and shall be enforceable in accordance with its terms.

Section 1.2. The Company is a corporation organized under the laws of the State of New York. The Company's principal office is located at the address set forth in the Certificate of Incorporation of the Company. The Company is authorized to conduct business in any state or territory of the United States and in any foreign country.

Section 1.3. The Company is authorized to issue and sell shares of its common stock and to purchase its common stock. The Company is authorized to issue and sell shares of its preferred stock and to purchase its preferred stock. The Company is authorized to issue and sell shares of its convertible preferred stock and to purchase its convertible preferred stock. The Company is authorized to issue and sell shares of its debt securities and to purchase its debt securities.

Section 1.4. The Company is authorized to enter into any contract or agreement that it deems to be in the best interests of the Company and its shareholders. The Company is authorized to enter into any contract or agreement that it deems to be in the best interests of the Company and its shareholders.

Section 1.5. The Company is authorized to acquire, hold, and dispose of real and personal property, including real estate, in any state or territory of the United States and in any foreign country. The Company is authorized to acquire, hold, and dispose of real and personal property, including real estate, in any state or territory of the United States and in any foreign country.

Section 1.6. The Company is authorized to employ, hire, and discharge any person in any state or territory of the United States and in any foreign country. The Company is authorized to employ, hire, and discharge any person in any state or territory of the United States and in any foreign country.

Section 1.7. The Company is authorized to make, alter, amend, and repeal its bylaws. The Company is authorized to make, alter, amend, and repeal its bylaws. The Company is authorized to make, alter, amend, and repeal its bylaws.

ARTICLE II. GENERAL PROVISIONS

Section 2.1. This Agreement shall be binding on the Company and its shareholders and shall be enforceable in accordance with its terms. This Agreement shall be binding on the Company and its shareholders and shall be enforceable in accordance with its terms.

Section 2.2. The Company shall maintain its principal office in the State of New York. The Company shall maintain its principal office in the State of New York. The Company shall maintain its principal office in the State of New York.

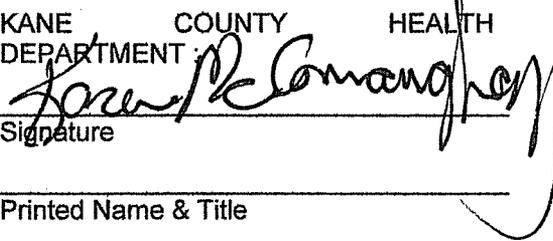
Section 2.3. The Company shall be governed by the laws of the State of New York. The Company shall be governed by the laws of the State of New York. The Company shall be governed by the laws of the State of New York.

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.

- 3) 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 6.12 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.

KANE COUNTY HEALTH
DEPARTMENT


Signature

Printed Name & Title

Date

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

Signature

Printed Name & Title

Date

agreed to be a party to the agreement. The agreement is subject to the approval of the Board of Directors of the Company. The agreement is subject to the approval of the Board of Directors of the Company.

It is understood that the agreement is subject to the approval of the Board of Directors of the Company. The agreement is subject to the approval of the Board of Directors of the Company.

Section 1.1 of the agreement provides that the agreement is subject to the approval of the Board of Directors of the Company. The agreement is subject to the approval of the Board of Directors of the Company.

Section 1.1

Section 1.2 of the agreement provides that the agreement is subject to the approval of the Board of Directors of the Company. The agreement is subject to the approval of the Board of Directors of the Company.

MADE BY THE BOARD OF DIRECTORS

MADE BY THE BOARD OF DIRECTORS
[Signature]
Secretary

Witness Name 1

Witness Name 2

Date

Date

ATTACHMENT A
MAXIM STAFFING SOLUTIONS
FACILITY STAFFING RATES FOR
KANE COUNTY HEALTH DEPARTMENT

Charges will be based on the following hourly rate schedule effective September 21, 2009:

Service	Weekday Rate	Weekend Rate
R.N.	\$50.00	\$50.00
L.P.N.	\$40.00	\$40.00

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

KANE COUNTY HEALTH
 DEPARTMENT:

Karen McConaughy
 Signature

Printed Name & Title

Date

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

Signature

Printed Name & Title

Date