

**MAXIM HEALTHCARE STAFFING SERVICES, INC.**  
**and**  
**Deschutes County Sheriff's Office**  
**WORK ORDER CONTRACT**

**Agreement # PO-10700-00015789**

**Work Order Contract # 2023-890**

This Work Order Contract ("WOC") is executed as evidenced in Section 6. "Signatures," below, against Agreement # PO-10700-00015789 (the "Agreement") by and between Deschutes County Sheriff's Office ("Authorized Purchaser") and Maxim Healthcare Staffing Services, Inc. ("Provider"). The terms of this WOC along with all terms and conditions of the 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 September 30th, 2025 unless terminated earlier in accordance with the terms in the Price Agreement or for convenience by either party with sixty (60) days' prior written notice to the other party.

**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 upon acceptance of the services monthly.

The maximum not to exceed compensation under this WOC is \$500,000.

- 2. AUTHORIZED REPRESENTATIVES:**

**Authorized Purchaser:**

Deschutes County Sheriff's Office  
L. Shane Nelson  
Sheriff  
541-388-6655  
shane.nelson@deschutes.org

**Provider:**

**Maxim Healthcare Staffing Services, Inc.**

Bailee Riggs  
Business Development Manager  
503-452-7979  
portlandorstaffing@maximstaffing.com

### 3. STATEMENT OF WORK.

- A. Scope of Services.** Maxim is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Authorized Purchaser, with such Services provided by Personnel under Authorized Purchaser's management and supervision at a Work Site or in an environment controlled by Authorized Purchaser. Upon Authorized Purchaser's request for supplemental personnel, Maxim will use commercially reasonable efforts to provide Personnel to Authorized Purchaser. Authorized Purchaser shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.
- B. Length of Assignment.** Personnel will be assigned to the Authorized Purchaser specified Work Site(s) exclusively for at least 90 days or 13 weeks. If Per Diem Personnel are requested, Authorized Purchaser and Maxim will use commercially reasonable efforts to document the length of the assignment(s) in a Authorized Purchaser Assignment Confirmation.
- C. Personnel Requirements and Screening.** Maxim will supply Authorized Purchaser with Personnel who meet the criteria set forth in the **Assignment Onboarding Attachment "A"**. Maxim will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Authorized Purchaser.
- D. 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.

Position	Local Hourly Rate	Travel Hourly Rate
RN	\$85.00	\$95.00
LPN	\$70.00	\$80.00

- E. On Call.** On call will be billed at an hourly rate of \$7.00.
- F. 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.
- G. Work Site.** This WOC and underlying Agreement shall apply to the following Work Site(s) or Authorized Purchaser locations:

Work Site Name	Address	Work Site Contact
Deschutes County Sheriff's Office Adult Jail	63333 West Highway 20 Bend, OR 97701	Eden Aldrich 541-322-4809

**H. Payment and Invoicing.** Maxim will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Authorized Purchaser shall remit payment for invoices within thirty (30) days. Maxim will submit invoices to Authorized Purchaser every week for Personnel provided to Authorized Purchaser during the preceding week through Maxim's timekeeping system, MaxView. The specified contacts for individual Work Sites is set forth below:

Work Site Name	Address	Work Site Invoice Contact
Deschutes County Sheriff's Office Adult Jail	63333 West Highway 20 Bend, OR 97701	soaccountspayable@deschutes.org 541-385-3247

**I. Non-Solicitation; Conversion Fees.** For a period of twelve (12) months following the date on which any Practitioners either: (i) interviewed with Authorized Purchaser for purposes of Authorized Purchaser qualifying a candidate or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Authorized Purchaser agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Practitioners provided or introduced by Provider during the term of this Agreement. Authorized Purchaser understands and agrees that Provider is not an employment agency and that Practitioners are assigned to the Authorized Purchaser to render temporary service(s) and are not assigned to become employed by the Authorized Purchaser. Authorized Purchaser further acknowledges and agrees that there is a substantial investment in business related costs incurred by Provider in recruiting, onboarding, training, and employing Practitioners, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Practitioners. In the event that Authorized Purchaser, or any Authorized Purchaser affiliate, subsidiary, department, division, Work Site, or any other agent of Authorized Purchaser or agent acting on behalf of Authorized Purchaser solicits, hires, or employs any Practitioners, Authorized Purchaser will be in material breach of this Agreement.

Notwithstanding the foregoing, Authorized Purchaser may hire or contract with any Practitioner of Provider once each Practitioner has completed a minimum number of hours of work for Authorized Purchaser through Provider, according to the Conversion Table below:

Aggregate Hours Worked By Maxim Personnel for Authorized Purchaser in a Twelve (12) Month Period	Conversion Fee
Prior to completing 350 hours	25 % of annualized starting salary
Between completion of 350 and 500 hours	20 % of annualized starting salary
Between completion of 500 and 700 hours	15 % of annualized starting salary
Between completion of 700 and 900 hours	10 % of annualized starting salary
After completion of 900 hours	0 % of annualized starting salary

**J. Construction.** Except as expressly set forth by this WOC, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in

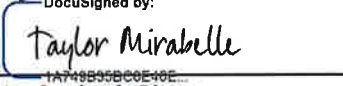
this WOC under the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this WOC.

**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**

4. **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 Staffing Services, Inc.**

<b>By:</b> <small>DocuSigned by:</small> 	Taylor Mirabelle	Controller	17-Oct-23
Authorized Signature	Printed Name	Title	Date

**Authorized Purchaser**

<b>By:</b> 	L. Shane Nelson	Sheriff	
Authorized Signature	Printed Name	Title	Date

Dated this 16 of OCTOBER, 2023

FOR DESCHUTES COUNTY:



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ANTHONY DeBONE, Chair, County Commissioner

**ASSIGNMENT ONBOARDING**  
**ATTACHMENT "A"**

**1. Licensed Clinical Personnel Requirements.** Maxim will supply Authorized Purchaser with Licensed Clinical Personnel who meet the following criteria. Authorized Purchaser agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:

- a. Conduct a criminal background check in accordance with applicable law, including any state exclusion review, as applicable;
- b. Verify current license, registration, or certification for the Services to be provided;
- c. Verify skills checklist or competencies for the position and exam;
- d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file in accordance with state regulations;
- e. Receive employment verification via The Work Number® database;
- f. Confirm Personnel are authorized to work;
- g. Perform and verify all federal exclusion and abuse check(s) are completed, including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- h. Maxim Personnel are required to complete the Deschutes County form consenting to a criminal history background check.
- i. Maxim Personnel are required to complete a pre-employment drug screening (10-Panel) prior to assignment.

**2. Non-Clinical Personnel Requirements.** Maxim will supply Authorized Purchaser with Non-Clinical Personnel who meet the following criteria. Authorized Purchaser agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:

- j. Conduct a criminal background check in accordance with applicable law, including any state exclusion review as applicable;
- k. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, if placed in a healthcare setting, in accordance with state regulations;
- l. Receive employment verification via The Work Number® database;
- m. Confirm Personnel are authorized to work;
- n. Perform and verify all federal exclusion checks are completed, including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- o. Maxim Personnel are required to complete the Deschutes County form consenting to a criminal history background check.
- p. Personnel are required to complete a pre-employment drug screening (10- Panel) prior to assignment.

**3. Authorized Purchaser Criminal Background Report.** In the event that Authorized Purchaser requires its own criminal background screening for Maxim Personnel, Authorized Purchaser shall provide Maxim with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Authorized Purchaser agrees that Personnel may begin assignment following completion of a successful Authorized Purchaser background screening.