



SCREENING MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (together with the Riders hereto, this "Agreement") is entered into this 26th day of March 2021 ("Effective Date"), by and between Sauk County Health Department, with offices located at 505 Broadway St #372, Baraboo, WI 53913 ("CLIENT"), and **Maxim Healthcare Staffing Services, Inc.**, with offices located at 7221 Lee DeForest Drive, Columbia, MD 21046, ("MAXIM"). CLIENT and MAXIM are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

In consideration of the mutual promises 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, the Parties hereby agree to the following terms and conditions of this Agreement and the attached Rider(s). CLIENT and MAXIM agree that any Rider(s) attached hereto are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Rider(s), the terms of the Rider(s) will govern:

ARTICLE 1. TERM OF AGREEMENT

1.1 Term. This Agreement shall be in effect for one (1) year from the Effective Date (the "Initial Term"). At the end of the Initial Term, the Agreement shall automatically be renewed for successive one (1) year terms unless either party terminates in accordance with Section 1.2.

1.2 Termination of the Agreement. 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. Either Party may terminate this Agreement immediately in the event of a material breach of this Agreement by the other Party by providing written notice to other Party; however, the notice must describe in reasonable detail the nature of the alleged breach and provide for a cure period of at least five (5) days. Any termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination. Termination of the Agreement will also serve to terminate any applicable Riders.

1.3 Termination of Riders. Either party may terminate any Rider(s) attached hereto at any time without cause by providing the other party with thirty (30) days' advanced written notice.

ARTICLE 2. RESPONSIBILITIES MAXIM

2.1 Services. MAXIM will, upon request by CLIENT, provide one or more licensed or unlicensed healthcare providers (collectively, "Personnel") as specified by CLIENT and/or CLIENT serviced and/or owned location(s) ("FACILITY") to provide on-site healthcare services, including, but not limited to clinics, immunizations, and/or screening services ("Screening(s)") to CLIENT's employee(s), contractor(s) and other personnel, and/or recipient(s) as applicable ("Recipients"), subject to availability of qualified Personnel, to perform duties as stated herein and as more fully defined in the attached "Rider(s)."

2.2 Personnel. All Personnel provided by MAXIM shall be employees or contractors of MAXIM, and not of CLIENT. MAXIM'S duty to supply Personnel on request of CLIENT is subject to the availability of qualified MAXIM Personnel. Subject to the availability of Personnel, to the extent that MAXIM is unable to provide the type of healthcare provider requested by CLIENT, MAXIM will provide CLIENT with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

2.3 Insurance. MAXIM will maintain (at its sole expense), or require the Personnel it provides under this Agreement to maintain, a valid policy 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 of Personnel occurring in connection with the provision of Services under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by CLIENT. MAXIM further agrees to maintain, or to cause any subcontractor to maintain, any statutorily required worker's compensation insurance for all of its Personnel providing Services under this Agreement.

2.4 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable

mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance.

2.5 Use of Independent Contractors and Subcontractors. Personnel provided to CLIENT 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 may assign this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. In the interest of providing outreach and engagement services and assessment review, MAXIM may assign those portions of this Agreement, in whole or in part to a third party provider, which will be required to adhere to the terms of this Agreement.

ARTICLE 3. RESPONSIBILITIES OF CLIENT AND/OR CLIENT ON BEHALF OF FACILITY

3.1 Responsibility for Client Screening(s). CLIENT and/or CLIENT on behalf of FACILITY retains full authority and responsibility for directing the screenings for each of its Recipient(s) as applicable. Additionally, CLIENT and/or CLIENT on behalf of FACILITY retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Center for Disease Control (CDC) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 3.9; and compliance with Section 3.3 and Section 3.4, including that those Sections shall comply with this Sections referenced laws. Additionally, CLIENT and/or CLIENT on behalf of 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 arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by CLIENT, FACILITY, and MAXIM.

(a) **Screening Protocol.** MAXIM Personnel will provide Screening(s) Services of FACILITY Recipients based on FACILITY protocol(s) that will be provided to MAXIM in advance by CLIENT. If temperature taking was part of Screening, MAXIM Personnel will provide temperature recording to FACILITY Supervisor.

(b) **Test Screening Protocol.** MAXIM Personnel will provide Service(s) to FACILITY Recipients based on CLIENT protocol(s) that will be provided to MAXIM in advance by CLIENT.

(c) **COVID-19 Screening Protocol.** If requested, MAXIM Personnel may hand-out FACILITY designed COVID-19 Facility Recipient Screening Questionnaire and FACILITY policies and may provide FACILITY Recipient completed questionnaire(s) to FACILITY Supervisor.

3.2 Insurance. CLIENT and/or CLIENT on behalf of FACILITY will maintain at its sole expense valid policies of general 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. CLIENT and/or CLIENT on behalf of FACILITY will give MAXIM prompt written notice of any material change in CLIENT and/or CLIENT on behalf of FACILITY coverage.

3.3 Work Environment. CLIENT and/or CLIENT on behalf of FACILITY will ensure FACILITY provides a clean and properly maintained workspace for MAXIM to conduct the Screening(s) that will enable MAXIM to safely provide Services to Recipients. CLIENT and/or CLIENT on behalf of FACILITY will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by CLIENT and/or CLIENT on behalf of FACILITY. MAXIM will assume no responsibility or liability for crowd control and security at Screening(s).

3.4 Supplies. CLIENT and/or CLIENT on behalf of FACILITY will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to thermometer(s) and thermometer related supplies, gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to CLIENT and/or CLIENT on behalf of FACILITY either as line-item invoice item(s) or as built-in cost in rate(s). CLIENT and/or CLIENT on behalf of FACILITY shall be responsible for disposing of all medical waste

and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. CLIENT and/or CLIENT on behalf of FACILITY agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to CLIENT and/or CLIENT on behalf of FACILITY or any third Party as a result of its failure or inability to do so.

3.5 Pending Credentialing Waiver(s). If CLIENT and/or CLIENT on behalf of FACILITY accepts MAXIM Personnel to begin work assignment(s) while any credentialing requirement(s) is/are pending, CLIENT and/or CLIENT on behalf of 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 arising out of and/or in connection with the credentialing result(s), or inability to perform credentialing, under this Agreement. Acceptance of MAXIM Personnel for work assignment(s) constitutes Acceptance.

3.6 Guarantee. CLIENT and/or CLIENT on behalf of FACILITY and MAXIM hereby agree that the FACILITY shall schedule MAXIM Personnel for a minimum of four (4) hours for an assignment shift. CLIENT and/or CLIENT on behalf of FACILITY acknowledges and agrees that there is a substantial investment incurred by MAXIM in recruiting, training, and employing Personnel to provide Services to FACILITY, as well as recruiting challenges for identifying Personnel willing and able to work for less than above minimum shift requirement(s).

3.7 Staff Order Cancellation. If CLIENT and/or FACILITY cancels greater than fifty percent (50%) of an entire order less than seventy-two (72) hours prior to the start of a shift, MAXIM will bill CLIENT for one entire shift of hours scheduled at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

3.8 Right to Dismiss. CLIENT and/or CLIENT on behalf of FACILITY may request the dismissal of any MAXIM Personnel for any reason. CLIENT and/or CLIENT on behalf of FACILITY agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. CLIENT and/or CLIENT on behalf of FACILITY shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

3.9 Orientation. CLIENT and/or CLIENT on behalf of FACILITY will promptly provide MAXIM Personnel with an adequate and timely orientation to the FACILITY and CLIENT and/or CLIENT on behalf of FACILITY's premises. CLIENT and/or CLIENT on behalf of FACILITY shall review instructions regarding confidentiality and orient MAXIM Personnel to any Exposure Control Plan of the CLIENT and/or CLIENT on behalf of FACILITY as it pertains to OSHA requirements for blood-borne pathogens, as well as any of CLIENT and/or CLIENT on behalf of FACILITY's specific policies and procedures provided to MAXIM for such purpose.

3.10 Incident Reports. CLIENT and/or CLIENT on behalf of FACILITY shall report to MAXIM any unexpected incident known to involve any Maxim Personnel (such as Personnel errors or other unanticipated event or injuries known or suspected to be attributable to Maxim Personnel, and any safety hazards known to be caused by or the result of Services provided by Personnel) if the incident may have an adverse impact on the CLIENT and/or CLIENT on behalf of FACILITY and/or MAXIM, in order to comply with MAXIM's incident tracking program. Incident Reports are not required for routine Services being performed by Maxim Personnel to Recipients. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

3.11 Permits and Licenses. CLIENT represents and warrants that it has secured and will maintain and manage all necessary permits, licenses, approvals, or certifications that are required for the provision and the operation of the CLINIC. CLIENT will comply with all applicable local, state and federal rules, regulations and laws governing such the maintenance of the aforementioned permits, licenses, approval or certifications. MAXIM will follow applicable guidelines issued by the State Department of Health Services.

ARTICLE 4. MUTUAL RESPONSIBILITIES

4.1 Non-discrimination. Neither MAXIM nor CLIENT and/or CLIENT on behalf of 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 applicable law.

ARTICLE 5. COMPENSATION

5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Rider(s) to this Agreement. MAXIM will submit invoices to CLIENT every week for Personnel provided to CLIENT during the preceding week. Invoices shall be submitted to the address set forth in Section 6.4.

5.2 Payment. All amounts payable to MAXIM are due and payable within thirty (30) days from date of such invoice. CLIENT will send all payments to MAXIM at the address set forth of the invoice.

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, equal to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

5.4 Rate Changes. MAXIM will give CLIENT prompt notice of any change in rates, which will be mutually agreed upon in writing by both Parties.

ARTICLE 6. GENERAL TERMS

6.1 Independent Contractors. The Parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the Parties.

6.2 Assignment. Subject to Section 2.5, no Party may assign this Agreement without the prior written consent of the other Party, and such consent will not be unreasonably withheld, delayed or conditioned. No such consent will be required for assignment to an entity owned by or under common control with assignor, but the assignor shall provide assignee with prompt written notice of the assignment. In any event, the assigning Party will remain fully liable to the other Party under this Agreement.

6.3 Indemnification. Subject to Article 3, each Party, acting as "Indemnifying Party" agrees to indemnify and hold harmless other Party, its directors, officers, employees, and agents (collectively "Indemnitees") from and against any and all claims, actions, or liabilities which may be asserted against Indemnifying Party by third Parties as a result of the negligent performance of Indemnifying Party, its directors, officers, employees or agents in providing Services under this Agreement.

6.4 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested and 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 in the manner specified herein.

Sauk County Health Department
505 Broadway St #372
Baraboo, WI 53913
ATTN: Administration

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

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

6.6 Entire Contract; Counterparts. This Agreement (including all Riders hereto) constitutes the entire contract between CLIENT 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. The Parties acknowledge and agree that the execution and delivery of this Agreement by facsimile transmission shall be valid and binding.

6.7 Force Majeure. Neither MAXIM nor CLIENT and/or CLIENT on behalf of FACILITY shall be liable for any failure or inability to perform their respective obligations under this Agreement for a period of up to forty-five (45) days due to any cause beyond the reasonable control of the non-performing Party, including but not limited to acts of God, regulations of laws of any government, acts of war or terrorism, acts of civil or military authority, fires, floods, accidents, epidemics, quarantine restrictions, unusually severe weather, explosions, earthquakes, strikes, labor disputes, loss or interruption of electrical power or other public utility, freight embargoes or delays in transportation, or any similar or dissimilar cause beyond its reasonable control. If a Party's non-performance under this section extends for forty-five (45) days or longer, the Party affected by such non-performance may immediately terminate this Agreement by providing written notice thereof to the other Party.

6.8 Compliance with Laws. Both Parties agree that all Services provided pursuant to this Agreement shall be performed in compliance with applicable federal, state, or local rules and regulations.

6.9 Severability. In the event that one or more provision 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.

6.10 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.

6.11 Limitation of Liability. Neither MAXIM nor CLIENT will be responsible for special, indirect, incidental, punitive, 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.

6.12 Amendment. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought.

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

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/CLIENT/FACILITY Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Recipient/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding Recipient(s)/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by CLIENT and/or CLIENT on behalf of FACILITY, MAXIM and patient/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2

HIPAA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

Data Security. CLIENT will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. CLIENT will be responsible for providing all education and training to MAXIM Personnel as it relates to CLIENT's privacy and security processes, including, without limitation the CLIENT's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. CLIENT acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the CLIENT's physical or technical environment as a result of this Addendum and Agreement for Services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the CLIENT's technical environment. Additionally, CLIENT agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing Service(s).

CLIENT and MAXIM have acknowledged their understanding of and agree to the mutual promises written above by executing this Agreement as of the Effective Date.

Sauk County Health Department:

MAXIM HEALTHCARE STAFFING SERVICES,
INC.

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

Screening Rider

Rider, ("Rider") is effective March 26th 2021 by and between Maxim Healthcare Staffing Services, Inc. ("MAXIM") and CLIENT and CLIENT on behalf of FACILITY.

Rates. The following Rates shall apply:

Service	Local Hourly Rate	Travel Hourly Rate (caregiver located 50 miles outside of facility)
Registered Nurse	\$70	\$80
Licensed Practical Nurse	\$60	\$70
Medical Assistant	\$50	\$60
Emergency Medical Technician	\$50	\$60
Phlebotomist	\$50	\$60

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

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or per applicable state law and will be one and one-half (1.5) times the billing rate.

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 and will be one and one-half (1.5) times the billing rate:

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

CLIENT and/or CLIENT on behalf of FACILITY and MAXIM acknowledge their understanding of the Agreement and to the mutual promises written above by executing this Rider as of the effective date above.

Sauk County Health Department:

MAXIM HEALTHCARE STAFFING SERVICES,
INC.

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date