

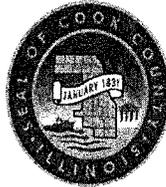
PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO: 1341-13197

FOR

NURSING AND RELATED SERVICES

BETWEEN



**COOK COUNTY GOVERNMENT
BUREAU OF HUMAN RESOURCS**

AND

**MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS
(Based on Board of Education of the City of Chicago Contract No. 09-250046)**

CONTRACT FOR SUPPLY

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions, doing business as a corporation of the State of Illinois hereinafter referred to as "Contractor".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the City of Chicago Board of Education ("the Board of Education") solicited a formal Bid process for Nursing and Related Services, and the Contractor was identified as the qualified and best value provider for the services; and

Whereas, the Board of Education entered into a contract on March 17, 2010 for the provision of services by the Contractor for the Board of Education relative to Nursing and Related Services ("the Board of Education Contract"); and

Whereas, the County wishes to leverage the procurement efforts of the Board of Education; and

Whereas, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions, herein after the "Contractor"; and

Whereas, the County, through the Bureau of Human Resources, desires certain similar services of the Contractor; and

Whereas, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

Whereas, the Contractor agrees to provide to the County Nursing and Related Services, incorporated as Exhibit 1, Scope of Services and Price Proposal; and

Whereas, the Contractor warrants that it is ready, willing and able to deliver these supplies set forth in Exhibit 1, Scope of Services and Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the Board of Education Contract as set forth in Exhibit 1, Scope of Services and Price Proposal, and incorporated herein by reference; and

Whereas, this Contract shall be effective after proper execution of the contract documents by the County through November 30, 2014; and

Whereas, Payment shall be as follows:

In no case shall such charges exceed the amount of \$63,000.00. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County; and

Whereas, the County and the Contractor agree to the Terms and Conditions as stated in the Board of Education Contract, hereto incorporated by reference as Exhibit 2, Board of Education of the City of Chicago Contract No. 09-250046, all as may be applicable to the County; and

Whereas, the County General Conditions are incorporated and attached, and this Contract incorporates and is subject to the provisions attached hereto as General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 2 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

INCORPORATION OF EXHIBITS

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Scope of Services and Price Proposal
- Exhibit 2 Board of Education of the City of Chicago Contract No. 09-250046
- Exhibit 3 Evidence of Insurance

GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.

- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of
\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease
- 2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

- 1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. **Additional requirements**

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

(c) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;

4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs. **The bidder shall have a subcontracting goal of not less than sixteen point nine percent (16.9%) MBE and four and a half percent (4.5%) WBE of the awarded contract price for work to be performed for this contract.**

- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.

- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. MBE/WBE Participation Documentation

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub-Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi-Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street, Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-33 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-34 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-35 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

GC-41 FEDERAL CLAUSES

1. Interest of Members of or Delegates to the United States Congress
In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims
 - (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

 - (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

- (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
7. No Exclusionary or Discriminatory Specifications
Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.
8. Cargo Preference - Use of United States Flag Vessels
The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.
9. Fly America
Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.
10. No Federal Government Obligations to Third Parties
The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement,. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 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 shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)
When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)
Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

22. Rights to Inventions Made Under a Contract or Agreement
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended
Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)
No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

END OF SECTION

CONTRACT NO: 1341-13197

EXHIBIT 1

Scope of Services and Price Proposal



150 N. Wacker Dr.
Suite 620
Chicago, IL 60606
Tel: 312-577-7522
Fax: 877-306-6791

November 18, 2013

To whom it may concern,

Maxim Staffing Solutions plans to provide nursing services to Cook County Bureau of Human Resources from December 1, 2013 – November 30, 2014. Rates for services will be: \$32.00/hr LPN, Total spend not to exceed \$63,000.00.

General Scope of Nursing Services: Provide on-site nursing-related presence, as it relates to pre-employment physical screening of job applicants, examines and provides first aid treatment of minor injuries; provides assistance with the physician as directed. Performs initial and ongoing assessments of patient care needs while receiving services in Medical Division. Perform all duties typically associated with performance of nursing services in a hospital/clinic setting and the ability to demonstrate at least minimum competencies of a licensed nurse. Provide shift Services, including shift services requested on an emergency basis. Flexibility and adaptability in performing work duties and able to transition from clinical to administrative duties. Possess emergency response skills.

Chris Remily

A handwritten signature in black ink, appearing to read "Chris Remily", written over a light background.

Accounts Manager



150 N. Wacker Dr.
Suite 620
Chicago, IL 60606
Tel: 312-577-7522
Fax: 877-306-6791

January 9, 2014

To whom it may concern,

Maxim Staffing Solutions plans to provide nursing services to Cook County Bureau of Human Resources from December 1, 2013 – November 30, 2014. Rates for services will be: \$32.00/hr LPN. Total spend not to exceed \$63,000.00.

General Scope of Nursing Services: Provide on-site nursing-related presence, as it relates to pre-employment physical screening of job applicants; examines and provides first aid treatment of minor injuries; provides assistance with the physician as directed. Performs initial and ongoing assessments of patient care needs while receiving services in Medical Division. Perform all duties typically associated with performance of nursing services in a hospital/clinic setting and the ability to demonstrate at least minimum competencies of a licensed nurse. Provide shift Services, including shift services requested on an emergency basis. Flexibility and adaptability in performing work duties and able to transition from clinical to administrative duties. Possess emergency response skills.

Chris Remily

A handwritten signature in black ink, appearing to read "Chris Remily", is written over the typed name.

Accounts Manager

CONTRACT NO: 1341-13197

EXHIBIT 2

Board of Education of the City of Chicago Contract No. 09-250046

EXPERIENCE

COMMITMENT

DEDICATION

THE JOINT COMMISSION
HEALTHCARE STAFFING SERVICES
CERTIFICATION

Board of Education of the City of Chicago

Response to Specification #09-250046
Proposal for Nursing and Related Services
Due 2:00 P.M., December 23, 2009



ORIGINAL

Submitted by:
Sam Harris, Accounts Manager
Maxim Staffing Solutions
1011 Lake Street, Suite 308
Oak Park, Illinois 60301
Phone: (708) 358-9210
Fax: (708) 358-9212

Submitted to:
Opal L. Walls, Chief Purchasing Officer
Department of Procurement and Contracts
Board of Education of the City of Chicago
Bid Depository Bureau of Purchases
125 S. Clark Street, 10th Floor
Chicago, IL 60603

This proposal and all information and data herein are proprietary and constitute confidential trade secrets. As such, this proposal and the information and data herein are provided with the understanding and agreement that without the prior written consent of Maxim Healthcare Services, Inc. and/or its affiliated divisions, (1) this information shall be used solely and exclusively for the purpose of evaluation in connection with the possible award of a contract to Maxim and/or its affiliated divisions and for no other purpose, and (2) no portion of this proposal or the information and data herein shall be directly or indirectly reproduced, copied, disseminated, published, provided, or made available in any form to any person, firm, corporation, partnership, agency, institution, or other entity. The foregoing does not apply to information and data that is considered to be part of the public domain without breach of any of the foregoing or other obligation.



7227 Lee Deforest Drive
Columbia, MD 21046
Phone: (410) 910-1500
Fax: (410) 910-2077

December 21, 2009

Opal L. Walls, Chief Purchasing Officer
Department of Procurement and Contracts
Board of Education of the City of Chicago
Bid Depository Bureau of Purchases
125 S. Clark Street, 10th Floor
Chicago, IL 60603

Re: Proposal for Nursing and Related Services for the Board of Education of the City of Chicago

Ms. Walls,

On behalf of Maxim Staffing Solutions, please accept our proposal in response to the Board's solicitation for **Nursing and Related Services, Specification No. 09-250046**. For over 21 years, Maxim has provided staffing services that have exceeded our clients' expectations, while raising the standard levels of quality and efficiency. We understand that the Board is in great need of experienced nurses to provide superior care to your students. Having worked with the Board for 13 years, Maxim has proven that when excellence and effectiveness are essential, we are a reliable resource to fulfill all of your medical staffing needs.

Maxim stands ready, able, and willing to fully implement, manage, and oversee the Board's program. Maxim will utilize our database of more than 81,000 medical professionals to provide **Licensed Practical Nurses (LPN), Certified School Nurses (CSN), Health Service Nurses (HSN), and Data Entry Personnel**. All of our candidates will have been fully credentialed, according to Maxim's ardent screening process, as well as the Board's prerequisites. Maxim's commitment is to only staff those candidates who are highly qualified and dedicated to meeting the medical needs of your students.

Maxim is also committed to conducting a smooth account management approach to ensure timely delivery of services. Our local Chicago, Illinois branch office, which is operated by Mr. Sam Harris, Accounts Manager, and his dedicated staff, will be solely responsible for coordinating with the Board, recruiting and staffing candidates, and overseeing the program's entire operation. Each member of Maxim's local office is available 24 hours a day, 7 days a week, and 365 days a year to respond to the Board's inquiries or concerns.

[REDACTED] I am able to contractually obligate our
[REDACTED] our commitment to provide
[REDACTED] have agreed to enter
W [REDACTED] the Board with
[REDACTED] for a

I [REDACTED] our ability to
[REDACTED]
[REDACTED] please feel free to contact
[REDACTED]
[REDACTED]
the Board

[REDACTED],



Regional Controller

VII. COST PROPOSAL PAGE
NURSING AND RELATED SERVICES
RF# #09-230046

PRICE PROPOSAL - NOTICE OF SELECTED SERVICE AND HOURLY RATE

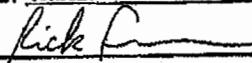
To be considered for contract selection, Proposer must be able to provide Services in one or more of the following Service categories:

[Instructions: If you are interested in providing Services in a particular Service Category, insert the hourly rate for individuals staffed in that category. If you are not interested in providing Services in a particular Service Category, write "N/A" in the Hourly Rate column.]

| SERVICE CATEGORY | HOURLY RATES: |
|-----------------------------------|---------------|
| 1. CERTIFIED SCHOOL NURSE (CSN) | \$40.00/hr. |
| 2. HEALTH SERVICE NURSE (HSN) | \$36.00/hr. |
| 3. LICENSED PRACTICAL NURSE (LPN) | \$32.00/hr. |
| 4. DATA ENTRY PERSONNEL | \$19.00/hr. |

IT IS UNDERSTOOD AND AGREED THAT THE HOURLY RATES QUOTED ABOVE SHALL BE GUARANTEED FOR THE INITIAL, 2-YEAR TERM OF THE CONTRACT.

Company Name: Maxim Healthcare, Inc. DBA Maxim Staffing Solutions

Signature: 

Print Name: Rick Ferrer

Title: Regional Controller Date: 12/21/2009

Exhibit B - Agreement for Nursing and Related Services

CLINICIAN FORM
«COMPANY»

DATE SUBMITTED: 12/21/2009

Board Report #

| CLINICIAN'S NAME | LICENSE TYPE (RN or LPN) | LICENSE # & EXPIRATION DATE | PRIOR PEDIATRIC EXPERIENCE (Yes or No) | TB FREE Test Date | HEPATITIS B Vaccination Dates | CPR Certification and Expiration Dates | CRIMINAL BACKGROUND CHECK CLEARANCE (Yes or No) |
|------------------|--------------------------|-----------------------------|--|-------------------|-------------------------------|--|---|
| [REDACTED] | RN | [REDACTED] | Yes | [REDACTED] | [REDACTED] | [REDACTED] | Yes |
| [REDACTED] | RN | [REDACTED] | Yes | [REDACTED] | [REDACTED] | [REDACTED] | Yes |
| [REDACTED] | RN | [REDACTED] | Yes | [REDACTED] | [REDACTED] | [REDACTED] | Yes |

The undersigned, having the authority to make the representations and warranties set forth herein on behalf of «Company», hereby represents and warrants that the above information is accurate and truthful, [pages if necessary].

Signature: [Signature]

Date: 12/21/2009

Title: Rick Ferrer, Regional Controller

CLINICIAN FORM - PART II
«COMPANY»

DATE SUBMITTED: 12/21/2009

Board Report #

| NAME OF CLINICIAN | ADDRESS (Street, State, Zip Code) |
|-------------------|--------------------------------------|
| [REDACTED] | [REDACTED] |

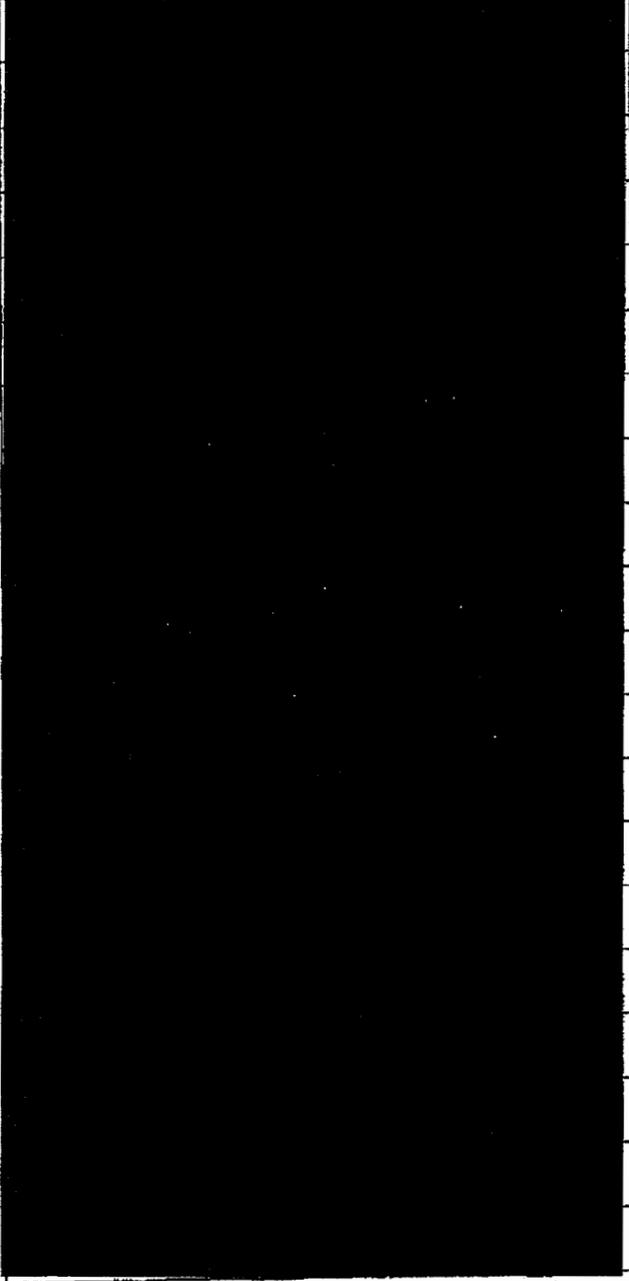
Please note that the attached list of clinicians is a sampling of the clinicians we will be providing to the board. Upon award we will submit resumes, licenses, and completed clinician forms for a total of approximately 100 clinicians.

Sample of Clinicians for the Board of Education of the City of Chicago

| Name | License Type (RN or LPN) | License # & Expiration Date | Prior Pediatric Experience (Yes or No) | TB Free Test Date | Hepatitis B Vaccination Dates | CPR Certification and Expiration Dates | Criminal Background Check Clearance Yes or No |
|------------|--------------------------|-----------------------------|--|-------------------|-------------------------------|--|--|
| [REDACTED] | RN | [REDACTED] | Yes | [REDACTED] | [REDACTED] | [REDACTED] | Yes |
| [REDACTED] | RN | [REDACTED] | Yes | [REDACTED] | [REDACTED] | [REDACTED] | Yes |
| [REDACTED] | RN | [REDACTED] | Yes | [REDACTED] | [REDACTED] | [REDACTED] | Yes |
| [REDACTED] | RN | [REDACTED] | Yes | [REDACTED] | [REDACTED] | [REDACTED] | Yes |
| [REDACTED] | RN | [REDACTED] | Yes | [REDACTED] | [REDACTED] | [REDACTED] | Yes |
| [REDACTED] | RN | [REDACTED] | Yes | [REDACTED] | [REDACTED] | [REDACTED] | Yes |
| [REDACTED] | RN | [REDACTED] | Yes | [REDACTED] | [REDACTED] | [REDACTED] | Yes |
| [REDACTED] | RN | [REDACTED] | Yes | [REDACTED] | [REDACTED] | [REDACTED] | Yes |
| [REDACTED] | RN | [REDACTED] | Yes | [REDACTED] | [REDACTED] | [REDACTED] | Yes |
| [REDACTED] | RN | [REDACTED] | Yes | [REDACTED] | [REDACTED] | [REDACTED] | Yes |
| [REDACTED] | LPN | [REDACTED] | Yes | [REDACTED] | [REDACTED] | [REDACTED] | Yes |

| | | | | | | |
|--|-----|--------------------------|-----|------------|------------|-----|
| | LPN | 043103761 01/31/2011 | Yes | [REDACTED] | [REDACTED] | Yes |
| | LPN | 043-089250 01/31/2011 | Yes | [REDACTED] | [REDACTED] | Yes |
| | LPN | 043-079522 01/31/2011 | Yes | [REDACTED] | [REDACTED] | Yes |
| | LPN | 043-030958 01/31/2011 | Yes | [REDACTED] | [REDACTED] | Yes |
| | LPN | 043042337 01/31/2011 | Yes | [REDACTED] | [REDACTED] | Yes |
| | LPN | 043029480 01/31/2011 | Yes | [REDACTED] | [REDACTED] | Yes |
| | LPN | 043103246 01/31/2011 | Yes | [REDACTED] | [REDACTED] | Yes |
| | LPN | 043106230 01/31/2011 | Yes | [REDACTED] | [REDACTED] | Yes |
| | LPN | 043108263 01/31/2011 | Yes | [REDACTED] | [REDACTED] | Yes |

| Name of Clinician | Address (Street, State, Zip Code) |
|-------------------|-----------------------------------|
|-------------------|-----------------------------------|



| Name of Clerk | Address (Street, State, Zip Code) |
|---------------|-----------------------------------|
| | |

Implementation Plan

Upon award notification, Maxim will be fully prepared to begin providing services to the Board's program. We will have proactively recruited an abundant supply of Nurses by utilizing the resources of our database of more than 117,000 medical professionals. By the start date of the program, Maxim will have recruited backfill candidates, in order to possess an abundance of staff. Additionally, we will adhere to our comprehensive and stringent screening procedures, and each of our proposed candidates will have been properly credentialed and licensure verification conducted. In order to ensure that our candidates perform superior healthcare services, Maxim will conduct on-site assessments, and seek the evaluation of the Board.

Maxim's implementation strategy, as evidenced below, highlights our account management functions, how we will ensure that superior healthcare services will be delivered to the Board and your students, and how excellent customer service will be provided to Board's account. The following table outlines the detailed tasks that Maxim will follow in implementing and overseeing the Board's program:

| Responsible Party | Tasks | Commitments/Goals |
|--|--|---|
| Accounts Manager/Healthcare Recruiters | Proactively recruits candidates to fill potential staff openings for the Board | Build a database of reliable candidates who are available within 24 hours notice, or less, to provide services to the Board. |
| Healthcare Recruiters | Finds potential candidate and discusses possible placement | Successfully recruits candidate to performance requisite services for the Board. |
| Healthcare Recruiters | Consults Accounts Manager regarding placement of candidate | Accounts Manager approves of candidate's placement and candidate signs letter of intent. |
| Healthcare Recruiters | Uploads Candidate's appropriate licensure, accreditation, competency and skills checklists | Provides candidate's qualifications to the Board for approval. |
| Healthcare Recruiters | Contacts Board Agency personnel regarding the potential placement of personnel | Receives Board approval for placement of Maxim's candidate. |
| Healthcare Recruiters | Provides specific training pertaining to the Board's program | Maxim personnel will receive training in order to be fully prepared to begin performing staffing services requested by the Board at its designated location and specified time. |
| Accounts Manager/Healthcare Recruiters | Develop and Provide Service Delivery Plan | Maxim's Account Management Team will develop and provide to the Board our Service Delivery Plan, which details all the dates we intend to provide services. |
| Accounts Manager/Healthcare Recruiters | Coordinate delivery of services | Members of Maxim's Account Management Team will coordinate with Board staff the dates, times, and location of each program site. |
| Maxim Medical Professionals | Assigned location to provide services | Meet with Board personnel and continuously provides services during |

| | | |
|--|--|--|
| | | designated work hours |
| Accounts Manager | Follows up with Board personnel and Maxim staff | Accounts Manager will receive feedback from Board personnel regarding the placement of Maxim's candidates, and updates from Maxim's staff |
| Accounts Manager | Visits Board | Accounts Manager will personally visit, if necessary, the Board's facility to ensure that candidates are performing appropriate and requisite care |
| Corporate Office Support—Billing and Payroll | Bill Board for hours worked | Maxim's Billing Department will bill the Board for only hours worked for the net pricing mutually agreed upon by both parties |
| Accounts Manager | Conducts a 90-day appraisal of our candidates' performance | Maxim's Accounts Manager will perform a 90-day appraisal in order to evaluate and assess our candidates' overall performance at the Board's facility |
| Accounts Manager | Conducts a 180-day appraisal of our candidate's performance (if necessary) | Maxim's Accounts Manager will perform a 180-day appraisal in order to continue to evaluate and assess our candidates' overall performance at the Board's facility |
| Accounts Manager | Respond to the Board's grievances and concerns | Our Accounts Manager will be able to immediately address the Board's grievances and concerns and ensure that all necessary steps will be taken to facilitate a resolution. |

Staffing Process

Maxim's local branch office employs an abundance of nursing and other medical professionals who are flexible and accessible to meet the staffing needs of your students and schools. For immediate staffing needs, Maxim will respond to the Office of Specialized Services' staffing requests and aim to fill them within 24 hours or less. Healthcare Recruiters serve on the front line, 24 hours a day, 7 days a week, and 365 days a year, to provide excellent staffing services. Once we receive the request, we will begin searching for a candidate who best meets the student's and school's needs and who is readily available. For long-term staffing needs, Maxim can pull profiles from our large database of candidates and submit them to the staff of the school and Office of Specialized Services. These profiles consist of résumés, licenses, certifications, medical records, background checks and reference checks. School administrators can then select from Maxim's comprehensive list of qualified candidates.

Maxim's Staffing Process

| Maxim Staffing Process & Timeline | | | | | | | |
|---|--------|--------|--------|---------|---------|---------|---------|
| | Hour 1 | Hour 4 | Hour 8 | Hour 12 | Hour 16 | Hour 20 | Hour 24 |
| Client submits staffing request to Maxim | → | | | | | | |
| Maxim processes request & begins searching for "right fit" candidate | → | | | | | | |
| Maxim matches need with "right fit" candidate | → | | | | | | |
| Maxim confirms candidate's information and availability | → | | | | | | |
| Maxim submits proposed candidate's employment file to client for approval | → | | | | | | |
| Once client approves of candidate, Maxim arranges for candidate placement | → | | | | | | |
| Maxim candidate arrives at client's location to begin providing services | → | | | | | | |

When selecting staff to meet the needs of our school clients, Healthcare Recruiters at the branch office assess the candidate's experience, qualifications, availability, and personal preferences, in selecting and assigning the right-fit candidate. Once the candidate(s) has been assigned to the school and/or student, Maxim will arrange for any necessary training and orientation to take place, prior to the commencement of services. Should there be any changes to an assignment, Maxim's Healthcare Recruiters will notify the school's contact, the Office of Specialized Services and the student's parents/guardians immediately.

Committed to quality, Maxim strives to maintain the highest levels of exceptional care by directly satisfying the needs of our medically fragile students, their schools and their families. Maxim's advantage over other

The National Association of School Nurses recommends that for every 750 students there be at least 1 School Nurse. For student populations with more cases of chronic illness or developmental disabilities, a ratio of 1 Nurse to 125 students is recommended.

Maxim Staffing Solutions
Board of Education of the City of Chicago
Specification No. 09-250046

pediatric care providers is our ability to customize services to meet the individual needs of the children and the schools we serve. Our healthcare professionals have provided excellence in care to pediatric patients with the following healthcare needs:

- ▲ Diabetes
- ▲ HIV/AIDS Support
- ▲ Behavioral Disorders
- ▲ Bronchopulmonary Dysplasia
- ▲ Cardiac Anomalies
- ▲ Cerebral Palsy
- ▲ Complex Congenital Disorders
- ▲ Cystic Fibrosis
- ▲ Failure to Thrive
- ▲ Feeding Disorders
- ▲ Gastric Esophageal Reflux
- ▲ Gastrointestinal Disorders
- ▲ Handicaps (mental and physical)
- ▲ Hematology / Oncology
- ▲ Hyperventilation Syndrome
- ▲ Immunosuppression
- ▲ Metabolic Disorders
- ▲ Mitochondrial Disorders
- ▲ Neurological Impairments
- ▲ Neuromuscular Disease
- ▲ Orthopedic Conditions
- ▲ Pulmonary Disease
- ▲ Post-surgical Disorder
- ▲ Seizure Disorder
- ▲ Spastic Quadriplegia
- ▲ Spina Bifida

Personnel Practices

Maxim adheres to an Equal Employment Opportunity Policy for all persons seeking employment and for all persons employed by the company. Maxim will not discriminate because of race, color, religion, sex, or national origin in any employment practice including hiring, firing, promotion, compensation and other terms, privileges and conditions of employment within its control. Maxim complies with the Civil Rights Act of 1964, 1966, and 1991, and the Fair Employment Practices Act. All advertising, public service brochures, and collateral material contain the EOE statement.

Employee Wages & Benefits

All professionals assigned to a facility are considered employees of Maxim for whom Maxim assumes exclusive responsibility for payment of wages and benefits. Maxim ensures that this responsibility includes withholding federal and state income tax, social security taxes, unemployment insurance, and maintaining state-mandated worker's compensation coverage. Maxim provides FICA, federal unemployment insurance, and state unemployment insurance for part-time staff. Our external employees become eligible for a variety of benefits, including healthcare.

Insurance Coverage

[REDACTED]

HIPAA Compliance

[REDACTED]

[REDACTED]

section of the HIPAA of 1996, as codified at 42 U.S.C. § 1520d through d-8 and the requirements of any regulations promulgated thereunder.

Screening & Hiring

Maxim adheres to unyielding standards for hiring and maintains equally stringent conditions of employment. We believe that our healthcare professionals are a direct reflection on our reputation and the level of quality we provide. Candidates for school healthcare employment with Maxim must successfully meet the following requirements prior to employment, in addition to any other client-specific requirements.

Professional Requirements

- ▲ Completed Application that discloses previous work experience
- ▲ License/Certification Verification
- ▲ Current CPR / AED Certification
- ▲ Healthcare Knowledge Exams/Screenings
- ▲ Comprehensive School Nursing Exam
- ▲ Comprehensive Pediatric Pharmacology Exam
- ▲ Clinical Skills Evaluation
- ▲ Health Assessment (including TB and Hepatitis B)
- ▲ Criminal Background Checks
- ▲ Sex Offender Checks
- ▲ Professional Reference Checks
- ▲ In-person, professional interview

Screening tests and skill assessments are administered to all prospective employees prior to employment and assignment. The tests are administered according to the employee's level of expertise, licensure, or certification requirements.

Licensure Verification

Our Compliance Assistant will verify the credentials and licenses of employees upon hire and annually thereafter. The following process is utilized to maintain personnel file information:

1. Our Compliance Assistant enters the expiration date of each employee's license into the personnel file.
2. Each month, our Compliance Assistant prints a list of all employees' certifications and licenses.
3. Our Compliance Assistant notifies the employee in writing of the expiration date of their license.

4. Upon receipt of the updated information, the Compliance Assistant enters the data into our computer program.
5. If an employee fails to return the updated information prior to the end of the month, the Compliance Assistant notifies the Healthcare Recruiters and alerts a member of management for follow-up. The Compliance Assistant changes the employee's status to inactive until the updated documentation is received.

Training

Though candidates are hired with verified qualification and training in their discipline, Maxim provides valuable continued training services structured around three primary areas: orientation, in-service trainings, and assistance for attaining continuing education units to maintain professional requirements. Maxim strives to select and place the best Caregivers to meet our clients' needs while providing safe, quality care to patients in a variety of settings.

Orientation

Maxim provides orientation for all healthcare professionals during their initial stages of employment. Orientation is tailored per profession and is geared toward familiarizing employees with Maxim's policies and procedures. Only employees that complete orientation are eligible for assignment. Their Orientation Checklist must be signed by a member of management, and placed in their employee file. Personnel orientation will include following topics:

- ▲ Maxim's mission and objectives
- ▲ Maxim's organizational structure
- ▲ State and Federal regulations
- ▲ Maxim's Code of Ethics
- ▲ Job description and functions
- ▲ Performance evaluations
- ▲ Office management team
- ▲ Payroll/time card procedures
- ▲ OSHA Standards and Requirements
- ▲ Maxim Compliance Plan
- ▲ Disaster preparedness plan
- ▲ Emergency/safety procedures
- ▲ Security precautions
- ▲ Universal precautions
- ▲ The Joint Commission standards
- ▲ Employment policies/procedures
- ▲ HIPAA compliance
- ▲ Ethics and confidentiality.

Eligible healthcare workers who accept contract-based assignments receive an orientation about their role in fulfilling the requirements of the contract on a need-to-know basis. Healthcare Recruiters ensure that the candidates' qualifications are in accordance with contract specifications when identifying eligible candidates.

In-Service Training

[REDACTED]

[REDACTED]

[REDACTED]

revised clinical services. Additional instruction addressing newly identified needs are scheduled as needed throughout the year.

Responsibility within the branch for program monitoring and documentation is held by the Compliance Assistant and Accounts Manager. They maintain an in-service program binder containing the annual program calendar, content outlines for each instructional session, and each participant's data sheet that records their participation date, title, and signature. At the end of the calendar year, in-service hours are totaled for every healthcare professional and documented appropriately.

Continuing Education

During the pre-screening process, Healthcare Recruiters verify and record the professional education, licenses, and certifications attained by the candidates. Maxim supports continuing education requirements for its Nurses through its Nurse loyalty program -- *Maxim Rewards Continuing Education (CE) Program*. This program is designed to support nurse recruitment and retention and is offered through our collaboration with "Nursing Spectrum," a leading nursing publication.

Measurements of Performance

Maxim will provide the Board with Nurses that are highly trained and qualified to work with students in the school environment. It is standard practice for Maxim to measure students' progress as part of the services provided to the Board. In conjunction with standards set forth by the Board to measure a student's medical progress, such as a student's overall health and attendance, Maxim also adheres to the guidelines determined by the student's physician and discussed with his/her parent(s) or guardian(s). The primary examples of measuring student progress include following the student's IEP (Individualized Education Plan) or 504 Plan, along with logging and evaluating their progress daily using the Easy Trac Charting system.

Maxim will work with the Board to properly document all activities and services related to student care throughout the school day using the Easy Trac Charting System. Maxim's nurses will document the following using the Easy Trac System:

- ▲ Student Attendance
- ▲ All tasks / treatments / services performed with the student during the school day
- ▲ Date and duration of services
- ▲ All medication documented with the time administered and dosage
- ▲ Any additional progress notes the nurse deems necessary for documentation.

Billing

The billing process begins with the collection and verification of each employee's weekly timecards in the local branch. This time verification procedure includes the inspection of Kronos "swipe" reports, Day to Day Substitute Forms, Extended Day Forms and Bus Ride documentation, and also takes into account our nurses' completion of Easy Trac Charting. Branch personnel feed the data into state-of-the-art information systems and regional billing teams at the corporate offices complete the data processing and generate weekly invoices on behalf of each branch.

Maxim's accounting, credit, billing, and payroll functions are centrally based out of corporate headquarters located in Columbia, Maryland. Maxim has found that centralized billing and collections is the most effective way to assure that our clients are being invoiced timely and accurately.

Standardized invoices contain the client's name, unit, date of service, shift, class type, employee name, hours worked, and bill rate. Moreover, we are able to customize invoices to meet our clients' standards. Maxim has the ability to bill electronically and currently does so for many clients. All invoices are due and payable within 30 days, unless our clients have negotiated other terms.

Supporting Corporate Structure

Maxim Staffing Solutions (MSS) is a division of Maxim Healthcare Services, Inc. The company carries a rich tradition of providing superior medical staffing across all healthcare labor categories. Our ability to place emphasis on quality service provision, recruiting talented personnel, and to embrace an uncompromising dedication to customer satisfaction has produced an excellent reputation among medical facilities nationwide.

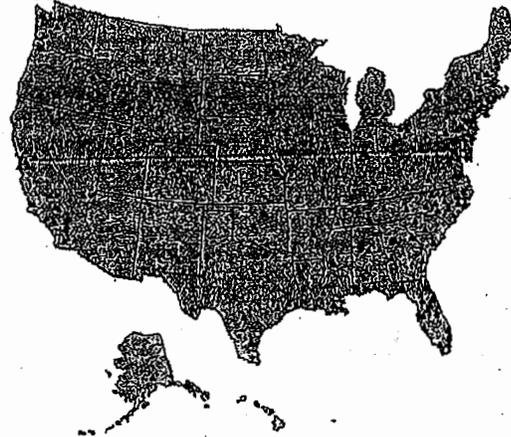
Established in 1988 to address the nursing shortage, Maxim has since evolved to service every sector of the healthcare industry. Maxim offers clients integrated staffing solutions that ensure coverage in every department or unit. Our clients select flexible assignment options ranging from per diem shifts to extended year contracts.

Among our strongest competencies is our ability to successfully recruit across a broad range of healthcare workers. Comprehensive provision of services has proven to be the key to our success with our clients. Maxim employs more than 800 Recruiters nationwide. Maxim uses state-of-the-art information systems to manage and track a large unified database of more than 81,000 medical professionals nationwide. These professionals are primarily external employees consisting of Nurses, Physicians, Therapists, Allied Health professionals, Health Information Management personnel, and other health-related specialists. The premium benefit clients enjoy is the convenience of having one point of contact to fulfill all of their staffing needs.

Maxim is privately owned - not franchised; has employee stock ownership; and promotes from within to ensure quality service. Our streamlined organizational structure consists of a shorter chain of command, which promotes effective communication between our corporate headquarters and branch offices. Furthermore, all of our 400-plus branch offices operate under corporate-mandated policies and procedures.

Maxim's annual revenue continues to perform with consistent growth. In 2008, the company's revenues were more than \$1.3 billion dollars. Repeated double-digit growth has enhanced Maxim's ability to integrate new services into our existing framework of staffing solutions. When necessary, Maxim is well

Maxim's Coast-to-Coast Coverage



positioned to initiate a large staffing solution requiring start up funds without risk to our financial position.

Commitment to Excellence

In keeping with our commitment to excellence, Maxim is fully dedicated to providing highly qualified clinicians for children who need medical attention while in school. Maxim can assist you with either pre-determined or immediate needs for coverage. Maxim's licensed professionals are able to meet the healthcare needs of any student. Our services to the school offers:

- ▲ Freedom for children to attend field trips and to participate in other school activities
- ▲ Comfort for parents, who will be reassured that a qualified and licensed medical professional is handling their child's healthcare needs
- ▲ Reliability for teachers, who will be able to focus on attending to the classroom's instructional needs
- ▲ Reassurance for school administrators, as Maxim will handle all aspects of the Board's program, from recruiting and credentialing, to staffing and monitoring services.

School districts across country can rely on Maxim's expertise, dependability, and quality of personnel. Maxim's local branch offices are available 24 hours a day, 7 days a week, and 365 days a year to address all inquiries and respond to all staffing requests. With Maxim's experience, qualifications, and overall capabilities, we have positioned ourselves to serve any client, ensuring that we exceed their expectations at every level.

"Creating Success by Leading and Serving Others"



g. Organizational Chart

Maxim Staffing Solutions (MSS) is a division of Maxim Healthcare Services, Inc. The company carries a rich tradition of providing superior medical staffing across all healthcare labor categories. Our ability to place emphasis on quality service provision, recruiting talented personnel, and to embrace an uncompromising dedication to customer satisfaction has produced an excellent reputation among medical facilities nationwide.

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Maxim's Coast-to-Coast Coverage



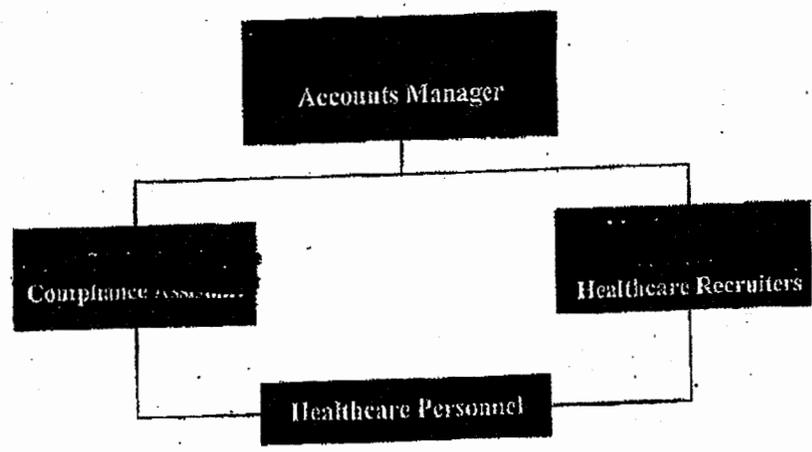
With more than 21 years of medical staffing experience and more than 16,000 clients served, Maxim has the necessary understanding, resources, and tools to provide the Board with the most advantageous and valuable program to your schools and your students.

Maxim Staffing Solutions
Board of Education of the City of Chicago
Specification No. 09-250046

[REDACTED]

Maxim has included bios of the Account Management Team that will be assigned to service the Board.

**Maxim's Chicago Schools Branch
Account Management Team**



[REDACTED]

dedicates her time ensuring all employees have been properly credentialed and that all documentation meets Client, State, and Joint Commission standards and regulations.

h. Supplemental Information

Maxim's core competency is strategic recruiting; making synergistic matches between client needs and qualified candidates. We know that at any time, a school may call with an urgent request for our services and we must be able to respond quickly and fill their request within 24 hours or even within minutes. Maxim prepares for such occasions by maintaining a large roster of healthcare professionals with various specialties and scheduling preferences.

Maxim recruits through the following means:

- ▲ **Employee Referrals:** Employees are encouraged and sometimes given incentives to invite friends or family members to share in the benefits of working for Maxim.
- ▲ **Trade Publication Advertising:** Healthcare Recruiters advertise for highly specialized professionals in trade publications.
- ▲ **Newspaper Advertising:** Healthcare Recruiters advertise in their local newspapers to attract candidates.
- ▲ **Internet Advertising:** Maxim contracts with numerous job sites, (i.e., Monster.com) to enable Healthcare Recruiters to post open positions on the Internet. These sites are mass advertised and get thousands of hits from new and returning visitors daily.
- ▲ **Website Postings:** Healthcare Recruiters will regularly post open positions on Maxim's website. Marketing efforts and web partnerships drive traffic to the site, generating thousands of hits per week.
- ▲ **Cold Calling:** Healthcare Recruiters regularly search the job sites for employment seekers that have posted resumes with compatible qualifications. They will call candidates that have compatible qualifications.
- ▲ **Career Fairs and Tradeshow:** Healthcare Recruiters will attend career fairs and tradeshow.
- ▲ **Direct Mail:** Healthcare Recruiters purchase direct mail lists from various publications targeting highly specialized professionals. They use these lists to send corresponding mailers as often as necessary.
- ▲ **Professional Associations:** Maxim will contact professional associations for highly specialized professionals. Healthcare Recruiters may contact association administrators or post job positions in free-access job banks.
- ▲ **Social Networking Sites:** Maxim maintains profiles in online communities and provides information about the company and links for potential candidates and clients.

We recognize that parents, teachers, school administrators, and others are available to help students when they are in need, but it is equally important to have a trained professional to handle students' healthcare needs. In keeping with our commitment to

Maxim Staffing Solutions
Board of Education of the City of Chicago
Specification No. 09-250046

excellence, Maxim is dedicated to providing highly qualified nursing and other medical professionals to administer care to students who need medical attention while in school. Maxim can assure the Board that we have the requisite screening, recruiting, hiring and operational protocols to meet all the required standards and practices for this program.

Maxim Staffing Solutions
Board of Education of the City of Chicago
Specification No. 09-250046

7-2

s. Additional Information

1. Please refer to the attached document, *Range of Services Provided to Children* - located in this section, for a list of clients and services that we have provided to children throughout the past five years.
2. Maxim Staffing Solutions (MSS) is a division of Maxim Healthcare Services, Inc. The company carries a rich tradition of providing superior medical staffing across all healthcare labor categories. Our ability to place emphasis on quality service provision, recruiting talented personnel, and to embrace an uncompromising dedication to customer satisfaction has produced an excellent reputation among medical facilities nationwide.

Established in 1988, Maxim Staffing Solutions is a leading provider of healthcare staffing services every sector of the healthcare industry. Maxim offers clients integrated staffing solutions that ensure coverage in every department or unit. Our clients select flexible assignment options ranging from per diem shifts to extended year contracts.

Among our strongest competencies is our ability to successfully recruit across a broad range of healthcare workers. Comprehensive provision of services has proven to be the key to our success with our clients. Maxim employs more than 800 Recruiters nationwide. Maxim uses state-of-the-art information systems to manage and track a large number of assignments. Our staff of professionals are primarily external employees consisting of Nurses, Physicians, Therapists, Allied Health professionals, Health Information Management personnel, and other health-related specialists. The premium benefit clients enjoy is the convenience of having one point of contact to fulfill all of their staffing needs.

Maxim is privately owned - not franchised; has employee stock ownership; and promotes from within to ensure quality service. Our streamlined organizational structure consists of a shorter chain of command, which promotes effective communication between our corporate headquarters and branch offices. Furthermore, all of our 400-plus branch offices operate under corporate-mandated policies and procedures.

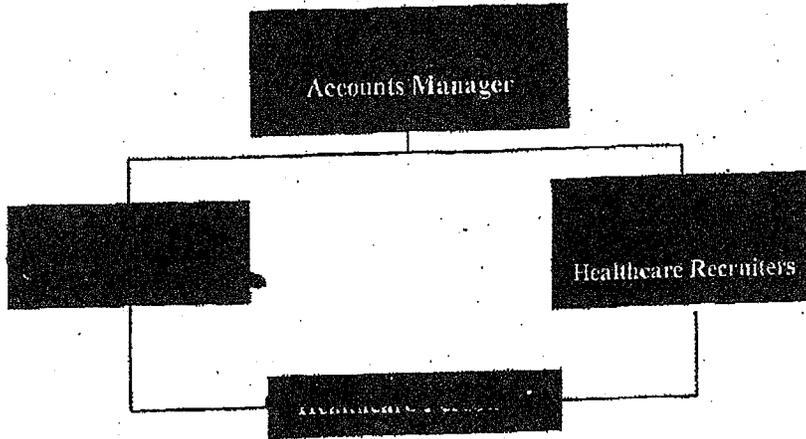
Maxim's Coast-to-Coast Coverage



Maxim Staffing Solutions
Board of Education of the City of Chicago
Specification No. 09-250046

With [REDACTED] years of practical staffing experience [REDACTED] served, Maxim has the necessary understanding, resources, and tools to provide the Board with the most advantageous and valuable program to your schools and your students.

**Maxim's
Chicago Schools - Educational Services Branch
Account Management Team**



[REDACTED] at
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] As leader of [REDACTED]
[REDACTED] proposed [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



150 N. Wacker Dr.
 Suite 620
 Chicago, IL 60606
 Tel: (773) 577-7522
 Fax: (773) 306-6791

October 23, 2013
 To whom it may concern,
 Below are the current CCHHS rates approved through 11/30/2013.

ATTACHMENT TO EXHIBIT B
 HOURLY RATES FOR NURSING REGISTRY SERVICES

| RNs - MEDICAL, SURGICAL, PEDIATRICS, OB, TELEMETRY, UTILIZATION/CASE MANAGEMENT EXCEPT LABOR & DELIVERY | | RNs - MEDICAL, SURGICAL, PEDIATRICS, OB, TELEMETRY, UTILIZATION/CASE MANAGEMENT EXCEPT LABOR & DELIVERY | |
|---|---------|---|---------|
| MONDAY - FRIDAY | | WEEKEND | |
| 7am - 3pm | \$52.00 | 7am - 3pm | \$54.00 |
| 3pm - 11pm | \$53.00 | 3pm - 11pm | \$55.00 |
| 11pm - 7am | \$54.00 | 11pm - 7am | \$56.00 |
| RNs - SPECIALTY (ICU, CCU, ER, LABOR/DELIVERY, OR) | | RNs - SPECIALTY (ICU, CCU, ER, LABOR/DELIVERY, OR) | |
| MONDAY - FRIDAY | | WEEKEND | |
| 7am - 3pm | \$64.00 | 7am - 3pm | \$66.00 |
| 3pm - 11pm | \$65.00 | 3pm - 11pm | \$67.00 |
| 11pm - 7am | \$66.00 | 11pm - 7am | \$68.00 |
| LPN (All Areas) & OPERATING ROOM TECHNICIANS | | LPN (All Areas) & OPERATING ROOM TECHNICIANS | |
| MONDAY - FRIDAY | | WEEKEND | |
| 7am - 3pm | \$32.00 | 7am - 3pm | \$33.50 |
| 3pm - 11pm | \$33.00 | 3pm - 11pm | \$34.50 |
| 11pm - 7am | \$34.00 | 11pm - 7am | \$35.50 |
| CNA's (All Areas) | | CNA's (All Areas) | |
| MONDAY - FRIDAY | | WEEKEND | |
| 7am - 3pm | \$21.00 | 7am - 3pm | \$22.35 |
| 3pm - 11pm | \$22.50 | 3pm - 11pm | \$23.35 |
| 11pm - 7am | \$23.35 | 11pm - 7am | \$24.50 |
| MEDICAL ASSISTANT | | MEDICAL ASSISTANT | |
| MONDAY - FRIDAY | | MONDAY - FRIDAY | |
| 7am - 3pm | \$26.50 | | |
| PHLEBOTOMIST | | PHLEBOTOMIST | |
| MONDAY - FRIDAY | | MONDAY - FRIDAY | |
| 7am - 3pm | \$20.00 | | |

Holiday dates are computed at 1 1/2 times the regular rates.
 HOLIDAYS: New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Chris Remyly - Accounts Manager *Chris Remyly*

Cook County Health & Hospitals System

BOARD APPROVAL REQUEST

| | | | |
|---|--|--|--|
| DATE: 10/29/2018 | | PRODUCT / SERVICE: Skilled Nursing Care Services | |
| TYPE OF REQUEST: Expenditure Contract | | VENDOR / SUPPLIER: Advanced Care Services, Inc. Chicago, Illinois Bela T Group, Bryn Mawr, Pennsylvania Garden of Eatin' Business Services, Inc. Columbia City, Illinois LHR Home Health Care, Inc. Bellingwood, Illinois Morton Healthcare Services, Inc. Columbia, Maryland Nurses.com, Ann Arbor, Texas The Nurse Agency, Chicago, Illinois | |
| SELECTION METHODOLOGY: BID / SOLE SOURCE / RFP / DRP / COMPARABLE GOVERNMENT BID / RFQ | | | |
| ACCOUNT #: 891-275 Stroger Hospital 891-275 Provident Hospital 891-275 Oak Forest Hospital 891-275 ACHN 241-275 Central 241-275 JEDC | | FISCAL IMPACT (3 years): 891-275 \$2,531,000.00 891-275 \$1,809,000.00 891-275 \$700,000.00 891-275 \$1,800,000.00 241-275 \$2,099,000.00 241-275 \$330,000.00 Total: \$11,318,500.00 | |
| CONTRACT PERIOD: 12/01/2018 thru 11/30/2019 | | REQ # CONTRACT #: Advanced Care Services, Inc. - H10-25-155 Bela T Group - H10-25-153 Garden of Eatin' Business Services, Inc. - H10-25-154 LHR Home Health Care, Inc. - H10-25-152 Morton Healthcare Services, Inc. - H10-25-156 Nurses.com - H10-25-157 The Nurse Agency - H10-25-152 | |
| REQUESTING DEPT / AFFILIATE: Department of Nursing Stroger Hospital Provident Hospital Oak Forest Hospital ACHN Central Health Services Morton Temporary Extension Center | | SPONSOR: Roslyn Lennig, CEO, CCHHS Anjelous Williams, CNO, Stroger Hospital Marla Hancock, CNO, Provident Hospital Barry Pappas, CEO, Oak Forest Hospital Angela Schmitt, CEO, ACHN Sharon Williams, CNO, Central Beverly Waters, CNO, JEDC | |
| IS THIS REQUEST THE LOWEST BIDDER/SUPPLIER? N/A | | DESCRIBE THE IMPACT OR BEARING ON THE PURCHASE? N/A | |
| JUSTIFICATION: The CCHHS Department of Nursing is requesting approval to execute contracts with multiple agencies to supplement nursing staff at all facilities to provide quality care to its patients. RFPs were initiated and upon their review, the following vendors were selected. Nursing leases from the previous two years and agency availability were used to determine amounts allocated for each facility. | | | |
| See Attachment A for conditional approval | | | |
| Request # 79 | | | |

*Administrative & Community Health Network * Central Health Services * Department of Public Health
 *John H. Stroger, Jr. Hospital of Cook County * Oak Forest Hospital * Provident Hospital * Ruth M. Johnson
 CORE Center

We bring Health CARE to Your Community



150 N. Wacker Dr.
Suite 620
Chicago, IL 60606
Tel: 312-577-7522
Fax: 312-306-6791

**EXHIBIT B
SERVICE TERMS**

October 29th, 2013

To whom it may concern,

Contractor shall provide commercial registry services within System nursing departments at one or more of the following facilities/entities:

John H. Stroger, Jr. Hospital of Cook County: Stroger Hospital is the tertiary care hospital in the Cook County Health & Hospitals System providing acute patient services. Provides 24 hour nursing services in a variety of patient care settings. Utilizes RNs and CNAs in the following areas: Emergency Department, Critical Care, Medical/Surgical, and Maternal/Child and RNs in Utilization/Case Management.

Provident Hospital of Cook County: Provident Hospital is a community hospital situated on the South Side of Chicago. Provides 24 hour nursing services to a variety of patients. Utilizes RNs, CNAs and OR Techs in the following areas: Emergency Department, Critical Care (RN's only), Perioperative Recovery Room (RNs and OR Techs), Medical/Surgical, Telemetry, and Maternal/Child (RNs and CNAs). Dialysis and Endoscopy (RNs and LPNs).

Oak Forest Hospital of Cook County: Oak Forest Hospital is multi-level facility that provides both acute hospital services and limited long term care and rehabilitation care. Provides 24 hour nursing services to a variety of acute care patients. Utilizes RNs, LPNs and CNAs in the following areas: Medical/Surgical, Critical Care, Emergency Department (RNs & CNAs only), Perioperative, Day Surgery Unit and Ventilator Units.

Cermak Health Services of Cook County: Provides 24 hour nursing services within a 129 bed infirmary and in an outpatient setting to patients housed within the Cook County Department of Corrections. Utilize RNs & LPNs with at least one year of Psych experience in Med/Surg and Ambulatory setting. (Note - Contractor Personnel must be able to pass a background check by the Cook County Department of Corrections).

Cook County Juvenile Temporary Detention Center (JTDC): Provide 24 hour nursing services to detained juvenile/adolescent clients. Utilize RNs with a behavioral health background. (Note Contractor Personnel must be able to pass a background check by the Cook County Department of Corrections or Office of Chief Judge).

Cook County Department of Public Health: Provides outpatient nursing services to a variety of patients at multiple sites/clinics, to include Family Planning and STD Clinics, throughout Suburban Cook County. Utilize RNs and CNAs (bilingual strongly preferred).

Ambulatory Community Health Network of Cook County (ACHN): Provides outpatient nursing services to a variety of patients at multiple sites/clinics throughout Cook County. Utilize RN, LPNs, Medical Assistants, CNAs and Phlebotomists (Bilingual strongly preferred).

SERVICE TERMS



130 N. Wacker Dr.
Suite 620
Chicago, IL 60606
Tel: 312-577-7522
Fax: 312-306-6191

October 29th, 2013

Confidential

Employee Health Services. Provide on-site nursing-related presence, as it relates to pre-employment physical screening of job applicants; examines and provides first aid treatment of minor injuries; provides assistance with the County physician as directed. Performs initial and ongoing assessments of patient care needs while receiving services in Medical Division. Perform all duties typically associated with performance of nursing services in a hospital/clinic setting and the ability to demonstrate at least minimum competencies of a licensed nurse. Provide shift Services, including shift services requested on an emergency basis.

Chris Remilly

A handwritten signature in black ink, appearing to read "Chris Remilly".

Accounts Manager

Exhibit A - Agreement for Nursing and Related Services

SCOPE OF SERVICES

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

Board Report #10-0224-PR172

Performance Period: April 1, 2010 until March 31, 2012

CPS Program Manager: Adrienne Scherrenze-Curry, Director Phone: 773/553-1912

Fax: 773/553-1881

E-Mail: ascherrenze@cps.k12.il.us

Contractor's Program Manager: Sam Harris Phone: 708-338-9210 E-Mail:

The Services and Deliverables to be provided under this Scope of Services shall be subject to the terms and conditions of the Agreement for Nursing and Related Services dated April 1, 2010 ("Agreement"), by and between Maxim Healthcare Services, Inc., d/b/a Maxim Staffing Solutions ("Contractor") and the Board of Education of the City of Chicago (the "Board"), commonly known as the Chicago Public Schools ("CPS"). Defined terms used in this Scope of Services shall have the same meaning as those ascribed to such defined terms in the Agreement.

I. STAFFING - In addition to providing supervisory personnel and the Program Manager specified above, Contractor shall provide the following Staff:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Certified School Nurses (CSN) | <input checked="" type="checkbox"/> Licensed Practical Nurses (LPN) |
| <input checked="" type="checkbox"/> Health Service Nurses (HSN) | <input checked="" type="checkbox"/> Data Entry Personnel |

II. SERVICES

A. During the Performance Period specified herein above, Contractor agrees to furnish the services set forth in this Exhibit A ("Services"), in accordance with the terms and conditions of the Agreement, including all exhibits and attachments. "Services" means, collectively, the services, deliverables, duties and responsibilities described in the Agreement and any and all work necessary to complete them or carry them out fully and to the standard of care required in the Agreement. Such Services shall include, but not be limited to, individual or group nursing services provided to Board-designated CPS students with disabilities ("Students") when such Students are (i) attending school and (ii) traveling to or from school using transportation provided by the Board or ambulance. All such nursing services shall be provided in accordance with the assigned Students' Individualized Education Programs (IEP) and 504 Education Plans. In addition, Contractor shall furnish documentation and administrative services as specified herein.

B. Services to be provided by Contractor's Clinicians under this Scope of Services include, but are not limited to the following:

- gastrostomy tube feeding
- tracheostomy care
- ventilator care

K. Prior to allowing a Clinician to begin providing Services hereunder, Contractor must submit to the CPS Program Manager an updated Clinician Form (Exhibit B) for all Clinicians who Contractor plans to provide Services under this Scope of Services.

L. Prior to providing any data services, Contractor's data entry personnel must participate in and complete the CPS required training pertaining to all applicable student information systems. The CPS Program Manager will determine what training is required. It is understood and agreed that the Board may require additional training sessions and Contractor's data entry personnel shall attend those additional training sessions as requested by the CPS Program Manager.

III. **DELIVERABLES:** Contractor must comply with the Board's invoicing, record keeping and reporting requirements, including the Board's Medicaid Billing requirements. Contractor must assure that the Clinician also comply with these requirements. These requirements include, but are not limited to:

- ✓ Submitting copies of all applicable LPN and RN timesheets with each invoice as specified in the Agreement; and
- ✓ Submitting copies of signed and dated progress notes as directed by the CPS Program Manager; and
- ✓ Accurately recording and submitting Health Services Management Program (HSMP) Fee-For-Service data in an electronic or manual format, as specified in the Agreement; and
- ✓ Providing summary reports as directed by the CPS Program Manager.

All invoices, record keeping, timesheets, and other reporting must be accurate and must be provided within the time limits established by the Board from time to time. Contractor's failure to fulfill its obligations under this Article II shall be deemed a "default" and shall be subject to the provisions of Section 7.3 ("Right to Withhold, Deny, and Adjust Payment") and Section 9.1 ("Default and Remedies") of the Agreement.

IV. **OUTCOMES:** Services provided by Contractor hereunder shall improve the quality of Student care, resulting in increased school attendance and improved academic performance.

Exhibit C - Agreement for Nursing and Related Services

COMPENSATION SCHEDULE

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

Board Report #10-0224-PR17-4

Performance Period: April 1, 2010 until March 31, 2012

As specified in the Agreement for Nursing and Related Services ("Agreement") dated April 1, 2010, by and between Maxim Healthcare Services, Inc. D/B/A Maxim Staffing Solutions ("Contractor") and the Board of Education of the City of Chicago (the "Board"), commonly known as The Chicago Public Schools ("CPS"), the Board shall pay Contractor the following hourly rates for Services provided by Contractor to Board-designated CPS students under the Agreement. It is understood and agreed that these rates are guaranteed for the Performance Period specified above.

| POSITIONS | HOURLY RATES |
|--|---------------------|
| 1. CERTIFIED SCHOOL NURSE (CSN) | \$40.00 |
| 2. HEALTH SERVICE NURSE (HSN) | \$35.00 |
| 3. LICENSED PRACTICAL NURSE (LPN) | \$22.40 |
| 4. DATA ENTRY PERSONNEL | \$19.00 |

CONTRACT NO: 1341-11397

EXHIBIT 3

Evidence of Insurance

**THIS AGREEMENT FOR NURSING AND RELATED SERVICES
WILL BE POSTED ON THE CPS INTERNET WEBSITE.**

AGREEMENT FOR NURSING AND RELATED SERVICES

BETWEEN

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

AND

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

Prepared by:

**Beth. Halevy, Asst. General Counsel
The Board of Education of the City of Chicago
125 E. Clark Street, 7th Floor
Chicago, IL 60603**

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Exhibit B - Clinician Form (Parts I and II)

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AGREEMENT FOR NURSING AND RELATED SERVICES

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

This Agreement for Nursing and Related Services ("Agreement") dated April 1, 2010 ("Effective Date"), is by and between the Board of Education of the City of Chicago (the "Board"), a body politic and corporate doing business as the Chicago Public Schools ("CPS"), and Maxim Healthcare Services, Inc., d/b/a Maxim Staffing Solutions ("Contractor").

RECITALS

A. On November 30, 2009 the Board issued a Request for Proposals No. 09-250046 (the "RFP") soliciting providers interested in offering nursing and related services, including one-to-one nursing services, to CPS students, including those students with disabilities having critical medical needs (collectively, "Students").

B. Contractor responded to the aforementioned RFP by submitting a proposal ("Proposal") and subsequently was selected as a pre-qualified provider of nursing and related services under the RFP, as detailed in this Agreement. The term "Agreement" includes all exhibits and attachments hereto.

C. Contractor acknowledges and agrees that entering into this Agreement does not guaranteed Contractor any Student assignments; does not entitle Contractor to any payment, and does not obligate the Board obligated to pay Contractor any amount solely by virtue of entering into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises, covenants and undertakings set forth herein, the parties hereby agree as follows.

AGREEMENT TERMS

1. INCORPORATION OF RECITALS AND PROPOSAL

1.1 **Recitals.** The matters recited above are hereby incorporated into and made a part of this Agreement.

1.2 **Proposal.** The proposal ("Proposal") that Contractor submitted in response to the RFP is hereby incorporated into and made a part of this Agreement to the extent that such Proposal is not modified by or inconsistent with the terms and conditions of this Agreement.

2. SERVICES, ASSIGNMENTS; CHANGES

2.1 **Scope of Services:** Contractor agrees to provide the services set forth on Exhibit A ("Services"), in accordance with the terms and conditions of this Agreement. "Services" means, collectively, the services, deliverables, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of care required in this Agreement. The Board retains final authority with respect to all Services related decisions. The Board may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Contractor's fees, shall be documented by a written amendment to this Agreement signed by both parties. Such Services shall be designed to achieve the Outcomes, if any, specified in the Scope of Services.

All Services provided hereunder shall be provided in accordance with the terms and conditions of this Agreement. Contractor agrees that the Board retains final authority with respect to all Services and related decisions and further agrees that all Services shall be subject to the approval of the Board's Chief Specialized Services Officer or her designee.

Throughout the Term of this Agreement and any Renewal Term, Contractor shall follow all Board policies and procedures of which it has been advised, or will be advised, with respect to providing the Services. Contractor understands and agrees that it must periodically consult the Board's website (<http://policy.cps.k12.il.us/>) to view Board Policies and updates thereto. The Board's Office of Specialized Services will provide to Contractor a copy of the Board's "Nursing Services Manual" upon request.

2.2 **Assignments.** The Board shall have absolute discretion in assigning Students to Contractor and in modifying Student assignments. Contractor acknowledges and agrees to accept all assigned Students unless it has a legitimate business reason for rejecting an assignment and such reason is accepted by the CPS Director for Coordinated School Health and Clinical Services, or assigned designee (the "CPS Program Manager"). Contractor further understands that it cannot terminate a Student's assignment without obtaining the CPS Program Manager's prior written approval.

2.3 **Changes.** The Board may, from time to time, request changes in the Scope of Services, including but not limited to changes in school assignments and staffing requirements.

a. Assignment changes shall be documented in writing and signed by the CPS Program Manager. It is understood and agreed that the Board shall give Contractor 24-hours prior notice of any new assignments that will require additional personnel.

b. Any non-assignment changes that do not increase the fee structure or increase the Maximum Compensation allowed under this Agreement shall be in writing and signed by Contractor's authorized representative and by the CPS Program Manager.

c. Any change that results in an increase to the fee structure or an increase to the Maximum Compensation allowed under this Agreement shall require a written amendment subject to the provisions of Section 19.1 herein below (Entire Agreement and Amendment).

3. PERSONNEL

3.1 **Adequate Staffing.** Contractor must assign and maintain during the Term of this Agreement and any renewal of it, an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor must include among its staff the Key Personnel and positions, if any, as identified in the attached Scope of Services. If the Board determines, in its sole discretion that any employee, subcontractor or other person providing Services hereunder for the Contractor is not performing in accordance with the performance standards or other requirements of this Agreement, the Board shall have the right to direct the Contractor to remove that person from performing Services under this Agreement.

3.2 Staffing.

a. As designated in the Scope of Services, Contractor shall provide one or more of the following: Certified School Nurses, and/or Health Service Nurses, and/or Licensed Practical Nurses (collectively, "Clinicians"), and/or Data Entry Personnel.

It is understood and agreed that all Clinicians must be licensed to practice in the State of Illinois in their applicable profession and must be experienced in serving children with complex medical needs.

b. In addition, Contractor shall retain and utilize a sufficient number of administrators and supervisors to assure the effective and efficient performance of all Services to be provided by Contractor hereunder.

Clinicians, Administrators, Supervisors, Data Entry Personnel and subcontractors engaged by Contractor to provide Services hereunder shall be referred to collectively as Contractor's "Staff".

3.3 **Clinician Forms.** Attached hereto and incorporated herein by reference as Exhibit B is a 2-page Clinician Form to be completed by Contractor for all Clinicians providing Services hereunder. Contractor must supply all information requested on this Form and must, within five (5) business days of executing this Agreement, submit the fully completed Clinician Form to:

Office of Specialized Services
Chicago Public Schools
125 South Clark Street - 8th Floor
Chicago, IL 60603
Attn: Director of Clinical Services

3.4 **Proof of Licensing and Certification.** Contractor shall submit to the Board's Project Manager, copies of the current, professional licenses and certificates for the Key Personnel and all Clinicians providing Services under this Agreement.

Licensed Practical Nurse ("LPN"): > State of Illinois Licensed Practical Nurse License
> Pharmacology Certificate
> CPR Certification

Certified School Nurse ("CSN"): > State of Illinois Registered Professional Nurse ("RN") License
> Illinois Type 73 School Service Personnel Certificate
> CPR Certification

Health Services Nurse ("HSN"): > State of Illinois Registered Professional Nurse ("RN") License
> CPR Certification

Contractor understands and agrees:

- > that no Clinician may begin to provide Services hereunder until Contractor has submitted to the CPS Program Manager (a) the information requested on the Clinician Form for such person and (b) a copy of such person's license(s); and
- > that it must give the CPS Program Manager information updates and copies of new/renewal licenses for all Clinicians as often as necessary to keep this information current; and
- > that any Clinician whose license(s) and/or certificate(s) has/have lapsed or is/are suspended or cancelled, must immediately stop providing Services under this Agreement until the license(s)/certificate(s) for such person is/are renewed or reinstated and a copy (or copies) of the reinstated license(s)/certificate(s) has/have been given to the CPS Program Manager.

3.5 **Updating Staff Documentation.** Contractor agrees to promptly update the Clinician Form (Parts I and II) as it adds and deletes Clinicians. Contractor further agrees to promptly update Clinician information as it changes. In addition, Contractor shall promptly provide a copy of the license(s) of any and all Clinicians who are subsequently added during the Term of this Agreement and during any Renewal Term, as defined herein below, and shall promptly provide a copy of the renewal licenses for the Clinicians.

3.6 **Removal of Clinicians.** Contractor agrees to remove any Clinician from performing Services upon written direction from the Board. Contractor further agrees that it shall bear any costs associated with the removal of such persons if such removal is for cause.

3.7 **Reassignment or Replacement of Clinicians.** Contractor acknowledges that it is in the Students' best interest for there to be continuity in Clinician assignments. Therefore Contractor agrees not to reassign or replace any Clinician without the prior written consent of the CPS Program Manager, which consent shall not be unreasonably withheld. In the event that a reassignment or replacement is made, the Board shall have the right to screen the credentials of all substitute or replacement Clinicians and decline their assignment to a Student if such individuals do not satisfy CPS requirements.

3.8 **Criminal History Records Check.** Contractor represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check ("Records Check") conducted on any and all Clinicians and other employees, agents and subcontractors (collectively, "Staff") who may have direct contact with CPS students under this Agreement in accordance with the Illinois School Code (§105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law*, created under Illinois Public Act 94-219, eff. August 2005; the *Child Murderer Violent Offender Against Youth Notification Law*, created under Public Act 94-945; and the *Adam Walsh Child Protection and Safety Act*, created under Illinois Public Law 109-248, eff. July 2006. Such complete Records Check consists of the following:

- fingerprint-based checks through the Illinois State Police (ISP) and the FBI, and
- check of the Illinois Sex Offender Registry (IL-SOR), and
- check of the Violent Offender Against Youth Registry (see below).

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of §105 ILCS 5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law*, or the *Sex Offender and Child Murderer Community Notification Law*, or have been convicted within the past 7 years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Contractor understands and agrees that it shall not allow any of its Clinicians or other employees or subcontractors to have direct contact with a CPS student until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of §105 ILCS 34-18.5, and the requirements of the other Acts and Laws referenced in the preceding paragraph.

4. **STANDARDS OF PERFORMANCE:** Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a professional performing service

of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that, if in the course of providing Services hereunder, it is entrusted with or has access to valuable and confidential information and records of the Board, that with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or deliverables or payment for any of the Services by the Board does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and deliverables. This provision in no way limits the Board's rights against the Contractor under this Agreement, at law or in equity. Clinicians must provide all Services in a manner that is consistent with the recognized and accepted standards of nursing practice.

5. TERM AND OPTIONS TO RENEW

5.1 **Term.** This Agreement is for an initial two-year term ("Term") commencing on the date first set forth above, and continuing through March 31, 2012, unless terminated sooner as provided herein.

5.2 **Options to Renew.** The Board shall have two (2) option(s) to renew this Agreement for a 2-year period (each a "Renewal Term"), subject to the following provisions:

a. Excluding those provisions regarding the compensation rates, the terms and conditions of this Agreement, as they may be amended from time to time, shall apply to the Renewal Term.

b. Fees for the Renewal Term, if any, shall be negotiated by the parties and agreed upon in writing prior to the commencement of such Renewal Term.

c. If Contractor does not wish to continue the Agreement for a Renewal Term, Contractor must give written notice to the Board's Chief Specialized Services Officer at least thirty (30) calendar days before the Term (or subsequent Renewal Term) is scheduled to expire.

d. The Board's exercise of its option to renew is subject to approval of the Members of the Chicago Board of Education.

6. SCHOOL DAY; TIME-KEEPING AND EASYTRAK DATA ENTRY PROGRAM; RECORD-KEEPING; AND TRAINING

6.1 Regular School Day and Extended School Day.

a. Regular School Day - Except as described herein below, the Board shall pay only for Services rendered during the regular school day as established by each individual school. A regular school day shall not exceed six (6) hours.

b. Extended School Day - Notwithstanding the foregoing, it is understood and agreed that the Board shall pay for up to two (2) additional hours per regular school day if one of the following conditions apply:

➤ A Clinician's assignment, as requested in writing by the CPS Program Manager or the Nurse Manager, includes accompanying a student from home to school and/or from school to home on CPS-provided transportation; or

➤ The additional two hours relate to a school-sponsored activity that extends beyond the regular school day, such as field trips; and transportation for such activity, if any, is on CPS-provided transportation; and the CPS Program Manager or the Nurse Manager has pre-approved such additional time by signing the Extended Day Form that has been completed by the Clinician and submitted to the Nurse Manager.

c. Exceptions - It is understood and agreed that the Board shall not pay for more than eight (8) hours per day per Clinician unless the CPS Program Manager or the Nurse Manager has approved such additional time by signing the Extended Day Form that has been completed and submitted by the Clinician.

6.2 Time-Keeping

a. Kronos System - Clinicians MUST record their time electronically using the Kronos equipment located at each CPS site (the "Kronos System"). Clinicians must swipe in when they arrive at a school or other CPS-assigned location (e.g., Central Office); and they MUST swipe out when they leave a school or other CPS-assigned location.

b. Daily Time Record for Day to Day Substitute Teachers - In addition to using the Kronos System, Clinicians must also record their hours on the *Daily Time Record for Day to Day Substitute Teachers* that principals require them to sign at each school.

c. Lunch Time Deductions - For those Clinicians who are assigned to work a 6-hour day, the Board shall automatically deduct thirty (30) minutes per day for lunch unless a Clinician's regular assignment does not permit the Clinician to take a 30-minute lunch break. If a Clinician occasionally needs to provide Services to Students through lunch, the Clinician must follow the procedure established by the CPS Program Manager to document this additional work time or the Board will deduct the thirty (30) minutes.

d. Failure to Swipe In/Out - If a Clinician forgets to swipe in and swipe out using the Kronos System, and the Contractor is unable to document that Clinician's hours using the *Daily Time Record for Day to Day Substitute Teachers*; the Board shall not pay for that Clinician's hours.

6.3 **Record-Keeping and EasyTrac Data Entry Program.** Throughout the Term of this Agreement and during any subsequent Renewal Term, Contractor must follow all Board policies and procedures with respect to providing the Services and visiting schools, including those policies and procedures that relate to record keeping and providing reports regarding Health Services Management Program (HSMP) Fee-For-Service data, as such policies and procedures may be adopted by the Board and amended from time to time. Clinicians must maintain current records of all provided Services and must, using the CPS EasyTrac Data Entry Program ("EasyTrac"), document all provided Services within one (1) business day of providing such Services.

6.4 **Training.** The Board shall offer training on its time-keeping procedures and the EasyTrac System described in the attached Scope of Service. It shall notify Contractor when the training will be held and it is Contractor's obligation to send at least one representative to the training session. That person shall be responsible for training all current and subsequent Clinicians provided by Contractor to perform Services under this Agreement.

7. COMPENSATION; PAYMENT PROVISIONS; BOARD NOT SUBJECT TO TAXES; PAYMENT; RIGHT TO WITHHOLD, DENY, AND ADJUST PAYMENTS; AND NON-APPROPRIATION

7.1 Compensation. Contractor's rates and other pricing information, if any, are specified in the Compensation Schedule attached hereto and incorporated herein by reference as Exhibit C. Except as may be specified in Exhibit C, such rates are guaranteed for the duration of the Term and they shall be renegotiated prior to the commencement of any Renewal Term.

7.2 Payment Provisions.

- a. Subject to the provisions of Section 7.2 (f) below, if Contractor is to receive hourly rates for its Clinicians' Services, any periods of work of less than an hour shall be computed on a *pro rata* basis to the nearest quarter ($\frac{1}{4}$) hour.
- b. The Board shall pay for Clinician travel time between assigned schools during regular school days, but shall not pay for Clinician travel time to or from training sessions or meetings, or for Clinician travel time at the beginning and end of the school day.
- c. The Board shall not pay overtime except as specified in Section 6.1 (b) ["Extended School Day"] and Section 6.1 (c) ["Exceptions"] above.
- d. The Board shall not pay weekend or holiday rates.
- e. The Board shall not reimburse Contractor for any travel-related expenses (e.g., parking, tolls and mileage) or for incidental or out-of-pocket expenses.
- f. If a Clinician provides less than two (2) hours of Service on any given day, that person shall be paid for working two hours. Thereafter, any periods of work of less than an hour on a given day shall be computed on a *pro rata* basis to the nearest quarter ($\frac{1}{4}$) hour. The Services contemplated under this paragraph include time spent by Clinician for actual nursing services, for attending Board-required training sessions, and for attending IEP meetings.

For example:

- If a Clinician provides $1\frac{1}{2}$ hours of nursing services and then is sent home, Contractor should bill the Board 2 hours for that Clinician.
 - If a Clinician provides $1\frac{1}{2}$ hours of nursing services, travels to the Board's Central Office and then attends a 2-hour training session, Contractor should bill the Board 3 hours for that Clinician.
 - If a Clinician provides nursing services to 5 different children within a 3-hour period, Contractor should bill the Board 3 hours for that Clinician.
- g. Contractor and the Clinician must give the CPS Program Manager and the school's Nurse Manager prompt notice whenever Contractor or Clinician has actual or constructive knowledge that an assigned Student is (or shall be) absent. In such event the CPS Program Manager or the school's nurse shall have the right (i) to modify the Clinician's assignment for the subject day(s), or (ii) cancel the Clinician's assignment in whole or in part. Subject to Provision B above, in the event that the CPS Program Manager or the school's nurse cancels a

Clinician's assignment in whole or in part by giving Contractor not less than 24 hours notice, the Board shall not be obligated to pay for the cancelled Services and Contractor shall not submit an invoice therefor.

7.3 **Board Not Subject to Taxes:** The federal excise tax does not apply to the Board by virtue of Exemption Certificate No. 36-600584, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109. The compensation set in the Schedule of Compensation is inclusive of all other taxes that may be levied or based on this Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under this Agreement, but excluding taxes levied or imposed on the income or business privileges of the Contractor. The Contractor shall be responsible for any taxes levied or imposed upon the income or business privileges of the Contractor.

7.4 **Payment.**

a. Compensation shall be based on actual Services provided by Contractor and accepted by the Board during the Term and any Renewal Term. Payment shall be subject to the provisions of this Agreement, including but not limited to the provisions of Section 6.2 (Time-Keeping) and Section 7.2 (Payment Provisions). It is understood and agreed that the Board shall not be obligated to pay for any Services not in compliance with the Agreement.

b. In the event of early termination, the Board shall only be obligated to pay for Services rendered by Contractor and accepted by the Board up to the effective date of termination. In no event shall the Board be liable for any costs incurred or Services performed after the effective date of termination as provided herein.

c. Any amount due Contractor under this Agreement may be offset against amounts claimed due by the Board.

d. Time is of the essence for submitting invoices. All invoices must be accurate and must be accompanied by such supporting documentation as required by the Board and the CPS Project Manager. Unless otherwise directed by the Board, Contractor shall submit invoices bi-weekly. Each invoice should cover Services provided during the billing cycle for such invoice. If invoices are to be submitted bi-weekly, Contractor shall submit them on the fifteenth (15th) day of each month and on the last business day of each month. Subject to the provisions of this Agreement, the Board shall process payment in its normal course of business. All invoices must reference the Board Report number appearing on the signature page of this Agreement and the applicable Purchase Order Number.

Submit original invoices to:

Chicago Public Schools
Attn: Accounts Payable
PO Box 661
Chicago, IL 60690-0661

Submit copies to:

Office of Specialized Services
125 South Clark Street - 8th Floor
Chicago, IL 60603
Attn: Director of Clinical Services

e. Electronic Payments: Contractor agrees that, at the Board's sole discretion, the Board may make payment electronically to Contractor for any and all amounts due to Contractor pursuant to this Agreement by means of the Board's procurement charge card account. Contractor recognizes that any charge to the Board's procurement charge card that is in excess of the open remaining amount as stipulated in the applicable Purchase Order, or any charge unaccompanied by the

requisite documentation and data as required by the Board, shall be deemed invalid and disputed by the Board. Contractor further recognizes that, in the absence of any supporting documentation as may be required by the Board, payments associated with disputed charges shall be rescinded by the Board and deemed not owed by the Board. Contractor agrees to comply with the rules, procedures and documentation required for electronic payment via the Board's procurement charge card as established by the Board's Department of Procurement and Contracts.

7.5 Right to Withhold, Deny, and Adjust Payments.

a. It is understood and agreed that the Board shall have no obligation to pay any invoice presented for payment more than sixty (60) calendar days after the associated Services were provided.

b. Any failure by Contractor to satisfy any of its obligations under one or more of the following Sections: Section 6.2 (Time-Keeping), Section 7.4 (Payment), Section 8.1 (Records), Section 10.4 (Effect of Expiration/Termination), or Section 8.3 (Record Keeping and Easy Trac Data Entry Program) of the Agreement, or under Article II (Deliverables) of the attached Scope of Services, shall constitute an "Event of Default" as defined in Section 10.4 herein below. It is understood and agreed that the Board shall have the right to withhold, deny and/or adjust payments until such default(s) have been cured. [See Section 10.3 of this Agreement (Default and Remedies).]

c. It is further understood and agreed that the Board shall have the right to withhold final payment until Contractor submits evidence that all Student records are current and in the location(s) designated by the Office of Specialized Services.

7.6 Non-appropriation and Duty to Monitor.

a. Non-appropriation - In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Board for payments to be made under this Agreement, then the Board shall notify Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification shall be made to Contractor except that no payment shall be made or due to Contractor under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement. In no event shall the Board be liable to the Contractor for any amount in excess of the current appropriated amount.

b. Duty to Monitor - Contractor recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to insure that billings are consistent with the rates specified in the attached Compensation Schedule.

7.7 Technology Capabilities.

a. iSupplier Portal - Contractor represents shall have the ability to use the iSupplier portal provided by the Board to receive and acknowledge purchase orders, and query invoice and payment information.

b. ACH Payments - Contractor shall have the ability to accept ACH (Automatic Clearing House) payments.

7.8 **Survival.** The provisions of this Section 7 shall survive the termination or expiration of the Agreement.

8. RECORDS; AUDIT AND DOCUMENT RETENTION

8.1 **Records.** Contractor shall comply and shall have its Clinicians, employees, agents and subcontractors, if any, comply with all time-keeping and record-keeping requirements under this Agreement. Contractor shall maintain records showing time expended in performing Services, costs incurred and actual Services performed by each Clinician, employee agent and subcontract.

8.2 **Audit and Document Retention.** Contractor shall furnish the Board with such information as may be requested relative to the progress, execution and costs of the Services. Contractor shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Contractor's Services provided under this Agreement. All records referenced above shall be retained for five (5) years after completion of the Services and shall be subject to inspection and audit by the Board, which shall include the right to copy such records. Contractor shall include in all subcontractor agreements for Services, provisions requiring subcontractors to maintain the above-described records and allowing the Board the same right to inspect and audit said records as set forth herein.

8.3 **Subcontractors.** Contractor shall include in all subcontractor agreements for Services, provisions requiring its subcontractors to maintain the above described records and allowing the Board the same right to inspect and audit said records as set forth herein with respect to the books and records maintained by Contractor.

9. CONFIDENTIAL INFORMATION; DISSEMINATION OF INFORMATION; OWNERSHIP; INJUNCTIVE RELIEF; FREEDOM OF INFORMATION ACT; HIPAA OBLIGATIONS; CLINICIANS, SUBCONTRACTORS, EMPLOYEES AND AGENTS; AND SURVIVAL

9.1 **Confidential Information.** In performance of Services and/or delivery of materials to the Board, Contractor may have access to or receive certain information that is not generally known to others, which shall include, but not be limited to the medical-related needs of CPS students, their IEPs, and medical-related services provided to them ("**Confidential Information**"). Contractor shall not use or disclose any Confidential Information or any finished or unfinished, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of this Agreement ("**Work Product**") without the prior written consent of the Board. Contractor shall use at least the same standard of care in the protection of the Confidential Information of the Board as Contractor uses to protect its own confidential information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner.

9.2 **Dissemination of Information.** Contractor shall not disseminate any information obtained in performance or delivery of Services and/or Materials for the Board to a third party without the prior written consent of the Board. Contractor shall not issue publicity news releases or grant press interviews during or after the performance or delivery of the Services and/or Materials, except as may be required by law or with the prior written consent of the Board. If Contractor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any

Confidential Information and/or Work Product which may be in Contractor's possession as a result of Services and/or Materials provided under this Agreement, Contractor shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Contractor shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Contractor shall cause its Clinicians and other personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Contractor under this Agreement.

9.3 Ownership. Contractor agrees that, to the extent permitted by law, any and all Work Product shall exclusively be deemed "works for hire" within the meaning and purview of the *United States Copyright Act*, 17 U.S.C. 101 § *et seq.* All intellectual property, Confidential Information, and Work Product shall at all times be and remain the property of the Board. Contractor shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product. To the extent any Work Product does not qualify as a "work for hire," the Contractor irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to such Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All of the foregoing items shall be delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of this Agreement within three (3) business days of demand. In addition, Contractor shall return the Board's data in the format requested by the Board. If any of the above items are lost or damaged while in Contractor's possession, such items shall be restored or replaced at Contractor's expense.

9.4 Injunctive Relief. In the event of a breach or threatened breach of this Section, Contractor acknowledges and agrees that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Contractor agrees that the Board shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.

9.5 Freedom of Information Act. Contractor acknowledges that this Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the *Illinois Freedom of Information Act* (5 ILCS 140/1), as amended from time to time, and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.40. Contractor further acknowledges that this Agreement shall be posted on the Board's Internet website.

9.6 HIPAA Obligations. Contractor to comply with the Administrative Simplification requirements of the *Health Insurance Portability and Accountability Act of 1996* ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"). Attached hereto and incorporated herein by reference as Exhibit D is a detailed description of Contractor's HIPAA Obligations. It is understood and agreed that the provisions of Exhibit D and this Section 9.6 shall supersede the other provisions of this Agreement.

9.7 Clinicians, Subcontractors, Employees and Agents. Contractor shall require each of its Clinicians, subcontractors, employees and agents who provide Services hereunder, to agree to written

contractual provisions that impose at least the same obligations as are imposed on Contractor under this Section 9.

9.8 **Survival.** The provisions of this Section 9 shall survive the termination or expiration of this Agreement.

10. EVENTS OF DEFAULT AND REMEDIES; TERMINATION

10.1 **Events of Default.** Events of default ("Events of Default") include, but are not limited to, the following:

- a. Any material misrepresentation by Contractor in the inducement or the performance of this Agreement.
- b. Breach of any term, condition, representation or warranty made by Contractor in this Agreement.
- c. Failure of the Contractor to perform any of its obligations under this Agreement including, but not limited, to the following:
 - (i) Action or failure to act which negatively affects the safety and/or welfare of students or Board staff;
 - (ii) Failure to perform the Services with sufficient personnel or material to ensure the timely performance of Services;
 - (iii) Failure to timely perform Services;
 - (iv) Failure to perform the Services in a manner reasonably satisfactory to the Chief Purchasing Officer of the Board;
 - (v) Failure to promptly re-perform Services that were rejected by the Board as incomplete or unsatisfactory within a reasonable time and at no cost to the Board; and
 - (vi) Discontinuance of the Services for reasons within Contractor's reasonable control.
- d. Assignment by Contractor for the benefit of creditors or consent by Contractor to the appointment of a trustee or receiver or the filing by or against Contractor of any petition or proceeding under any bankruptcy, insolvency or similar law.

10.2 **Remedies.** The occurrence of any event of default permits the Board, at the Board's sole option, to declare Contractor in default. The Chief Purchasing Officer may in his/her sole discretion give Contractor an opportunity to cure the default within a certain period of time ("Cure Period"), which period of time must not exceed 30 days unless extended by the Chief Purchasing Officer. Whether or not to declare Contractor in default is within the sole discretion of the Chief Purchasing Officer.

The Chief Purchasing Officer shall give Contractor written notice of the default either in the form of a cure notice ("Cure Notice") or, if no opportunity to cure shall be granted, a default notice ("Default Notice"). If the Chief Purchasing Officer gives Default Notice, she/he shall also indicate any present

intent she/he may have to terminate this Agreement. It is understood and agreed that any such decision to terminate this Agreement in whole or in part is final and effective upon giving the notice. If the Chief Purchasing Officer decides not to terminate, this decision shall not preclude him or her from later deciding to terminate the Agreement in a later notice, which shall be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Chief Purchasing Officer may give a Default Notice if Contractor fails to effect a cure within the Cure Period given in the applicable Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section, Contractor must discontinue all Services, unless otherwise directed in the notice, and must deliver to the Board all materials prepared or created in the performance of this Agreement, whether completed or in-process. Following the giving of notice hereunder and the expiration of any Cure Period, if no adequate cure is made, the Board may invoke any or all of the following remedies:

- a. Take over and complete the Services or any part thereof, either directly or through others, as agent for and at the cost of Contractor. In such event, Contractor shall be liable to the Board for any excess costs incurred by the Board. Any amount due Contractor under this Agreement or any other agreement Contractor may have with the Board may be offset against amounts claimed due by the Board in exercising this remedy.
- b. Terminate this Agreement, in whole or in part, as to any or all of the Services yet to be performed, effective at a time specified by the Board.
- c. Suspend Services during the designated Cure Period if the default results from an action or failure to act by Contractor which affects the safety and/or welfare of students or Board staff.
- d. Seek specific performance, an injunction or any other appropriate equitable remedy.
- e. Receive from Contractor any and all damages incurred as a result or in consequence of an Event of Default.
- f. Money damages.
- g. Withhold all or part of Contractor's compensation under this Agreement that are due or future payments that may become due under this Agreement.
- h. Deem Contractor non-responsible in future contracts to be awarded by the Board, pursuant to the Board's Debarment Policy on Non-Responsible Persons in Procurement Transactions (08-0602-PO1), as may be amended from time to time.

If the Board considers it to be in its best interest, it may elect not to declare Contractor in default or it may elect not to terminate this Agreement. The parties acknowledge that if the Board permits Contractor to continue to provide the Services despite one or more Events of Default, Contractor is not relieved of any responsibilities, duties or obligations under this Agreement, nor shall the Board be deemed to have waived or relinquished any of the rights it has to declare an Event of Default in the future.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall be construed as a

waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

If the Board's election to terminate this Agreement for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination as described in Section 7.7 below. (Early Termination).

10.3 Termination.

a. **Early Termination.** In addition to termination under Section 7.6 (Non-appropriation and Duty to Monitor) and Section 10.2 (Remedies) of this Agreement, the Board may terminate this Agreement at any time by a notice to the Contractor in accordance with the provisions of Section 22 (Notices). The effective date of termination shall be the date the notice is received by Contractor or the date stated in the notice, whichever is later.

After notice is received, Contractor must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 4 above (Compensation and Payment) and the Schedule of Compensation.

Contractor must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of this Agreement.

Contractor shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Contractor or the Board to the extent inconsistent with this provision.

b. **Effect of Expiration/Termination** - In addition to its obligation to return Health Information as specified in Exhibit D (HIPPA Obligations) upon the expiration or termination of this Agreement, as directed by the CPS Program Manager Contractor shall promptly return and shall have its Clinicians promptly return any and all Confidential Information belonging to the Board and any and all CPS equipment and materials that the Board may have loaned to Contractor or to its Clinicians hereunder. All such CPS equipment and materials must be returned in good condition, absent normal wear and tear, as determined by the Board's Office of Specialized Services. It is understood and agreed that Contractor shall be liable for any CPS equipment, materials and Confidential Information not returned by its Clinicians in accordance with the provisions of this paragraph.

10.4 **Survival.** The provisions of this Article 10 shall survive the termination or expiration of this Agreement.

11. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR: Contractor represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term and any Renewal Term of this Agreement.

11.1 **Contractor Disclosure Form.** The disclosures in the Contractor Disclosure Form that Contractor submitted to the Board as part of the RFP process are true and correct. Contractor shall promptly notify Board in writing of any material change in information set forth therein, including but

not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.

11.2 **Licensed Professionals.** See Article 3 (Personnel).

11.3 **Compliance with Laws.** Contractor is and shall remain in compliance with all local, state and federal laws, ordinances, regulations and statutes relating to this Agreement and the performance of Services including but not limited to the *Prevailing Wage Act*, 820 ILCS 130/1 *et seq*, *Drug-Free Workplace* and those referenced in this Agreement relating to non-discrimination. Further, Contractor is and shall remain in compliance with all Board policies and Rules including but not limited to the policies requiring TB testing and criminal background investigations.

11.4 **Gratuities.** No payment, gratuity or offer of employment was made to Contractor or any of its members if a joint venture or to any subcontractors, to the best of Contractor's knowledge, in relation to this Agreement or as an inducement for award of this Agreement. Contractor is and shall remain in compliance with all applicable anti-kickback laws and regulations.

11.5 **Ethics.** No officer, agent or employee of the Board is or shall be employed by Contractor or has or shall have a financial interest, directly or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy No. 04-0623-PO4 adopted June 23, 2004 as amended from time to time, which is hereby incorporated by reference into and made a part of this Agreement.

11.6 **Good Standing.** Contractor, each of its joint venture members if a joint venture, and each of its subcontractors if any, are not in default and have not been deemed by the Board's Chief Purchasing Officer to be in default under any other agreement with the Board during the five (5) year period immediately preceding the effective date of this Agreement.

11.7 **Authorization.** Contractor has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Contractor is duly authorized by Contractor and has been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Contractor.

12. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the relationship of Contractor to the Board is and shall continue to be that of an independent contractor and neither Contractor nor any of Contractor's agents, employees or subcontractors shall be entitled to receive Board employee benefits. It is further understood and agreed that the Board shall not be responsible for, nor incur any liability for, any state or federal withholding or other taxes or for FICA or state unemployment insurance for Contractor, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Contractor shall be the sole responsibility of Contractor. Contractor agrees that neither Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the Board. Contractor shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to a social security number and/or a federal employer identification number.

13. **INDEMNIFICATION AND NON-LIABILITY OF BOARD OFFICIALS**

13.1 **Indemnification:** Contractor agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and

character arising or alleged to arise out of the negligent or willful acts or omissions of the Contractor, its officials, agents and employees and subcontractors in the performance of this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement.

Contractor shall, at its own cost and expense, appear, defend and pay all attorney fees and, other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, the Contractor shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.

However, if Contractor, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Contractor) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Contractor, subject to the right of Contractor to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Contractor and Contractor shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Contractor was conducting the defense.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

13.2 Non-Liability of Board Officials. Contractor agrees that no Board member, employee, agent, officer or official shall be personally charged by Contractor, its members if a joint venture, or any subcontractors with any liability or expense under this Agreement or be held personally liable under this Agreement to Contractor, its members if a joint venture, or any subcontractors.

13.3 Survival. The indemnities and other provisions set forth in this Article 13 shall survive the expiration or termination of this Agreement.

14. INSURANCE

Throughout the Term and any Renewal Term, Contractor shall at its own expense, procure and maintain insurance covering all operations, Services and Deliverables under this Agreement, whether performed by Contractor or by a subcontractor. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Minimum insurance requirements are as follows:

14.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation and Employers' Liability insurance covering all employees who are to provide Services under this Agreement and Employers' Liability coverage with limits of not less than Five Hundred Thousand and 00/100 Dollars, (\$500,000.00) per occurrence.

14.2 Commercial General Liability Insurance. Commercial General Liability Insurance or equivalent with limits of not less than Two Million and 00/100 Dollars, (\$2,000,000.00) per occurrence, combined single limit for bodily injury, for personal injury and property damage liability coverage. The Board and its employees shall be named as additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from Services provided by Contractor.

14.3 **Automobile Liability Insurance.** When any motor vehicle (owned, non-owned and hired) are used in connection with the work to be performed, Contractor shall provide Automobile Liability Insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

14.4 **Professional Liability/Errors and Omissions Insurance.** Contractor shall maintain, as applicable, either (1) Professional Liability insurance or (2) a Managed Care Errors & Omissions liability policy directly covering the Board for acts, errors or omissions with limits of not less than Five Million and 00/100 Dollars per claim (\$5,000,000.00) and Ten Million and 00/100 Dollars (\$10,000,000.00) in the aggregate to protect the Board against prospective malpractice claims incurred for services during the Term of this Agreement and any Renewal Term. Coverage extensions shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims made policy which is not renewed or replaced must provide for an extended reporting period of not less than two (2) years.

14.5 **Insurance and Additional Insureds.** Contractor shall have its general and automobile liability insurance endorsed to provide that the Board of Education of the City of Chicago, a body corporate and politic, and its employees, and such other entities as may be designated by the Board are named as additional insureds on a primary basis without recourse or right of contribution for liability arising from the Services.

14.6 **Insurance Certificates.** Within fourteen days of executing this Agreement, and before commencing performance under this Agreement, Contractor shall have its insurance company submit insurance certificate(s) evidencing, at a minimum, the insurance coverages specified herein above. In the event of a material change to any insurance policy, Contractor shall have its insurance company submit a new insurance certificate for such policy. Upon request from the Board Contractor shall promptly provide a certified copy of any applicable policy of insurance.

All insurance certificates shall provide that written notice of material change, cancellation or non renewal of any policy maintained by Contractor be given to:

Office of Procurement and Contracts,
Board of Education of the City of Chicago
125 S. Clark St., 10th Floor
Chicago, IL 60603

Attn: Martha Escareno, Contract Administrator

All insurance certificates and certified copies of policies of insurance shall be submitted to the Board's Office of Procurement and Contracts at the above address.

14.7 **General.** Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Contractor's obligation to obtain the required insurance. The receipt of any certificate does not constitute an agreement by the Board that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements.

Contractor's failure to carry or document required insurance shall constitute a breach of this Agreement. Non-fulfillment of the insurance conditions may constitute a violation of this Agreement, and the Board retains the right to stop the Services until proper evidence of insurance is provided, or

this Agreement may be terminated. The Board shall not pay the Contractor for any Services if satisfactory proof of insurance is not provided before the commencement of Services.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Contractor. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by the Contractor under the Agreement.

All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement. The Contractor shall require any subcontractors under this Agreement to maintain comparable insurance naming the Contractor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. The Contractor shall maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within this Agreement or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

The Contractor agrees that insurers waive their rights of subrogation against the Board.

Upon Board request, Contractor and/or its subcontractors shall promptly provide a certified copy of any applicable policy of insurance. The Board reserves the right to modify, delete, alter or change insurance requirements at any time.

14.8 **Breach.** Contractor's failure to fulfill its obligations under this Article 14 shall constitute a default under this Agreement, subject to the provisions of Article 10 (Events of Default and Remedies; Termination) of this Agreement.

14.9 **Survival.** The provisions of this Article 14 shall survive the termination or expiration of this Agreement.

15. **RIGHT OF ENTRY:** Contractor and any of its Clinicians, officers, employees, subcontractors or agents, performing Services hereunder shall be permitted to enter upon Board property in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. Contractor shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Contractor shall use, and shall cause each of its officers, employees and agents to use, the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the indemnification provisions contained in this Agreement.

16. **NON DISCRIMINATION:** It shall be an unlawful employment practice for Contractor or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability, or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect

an individual's status as an employee because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability. Contractor shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. §2000a, *et. seq.*, as amended; the Age Discrimination in Employment Act, 29 U.S.C.A. §621, *et. seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. §701, *et. seq.*; as amended; the Americans with Disabilities Act, 42 U.S.C.A. §12101, *et. seq.*; the Individuals with Disabilities Education Act, 20 U.S.C.A. §1400 *et. seq.*, as amended, if applicable; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et. seq.* as amended; the Illinois School Code, 105 ILCS 5/1-1 *et. seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et. seq.*; and the Chicago *Human Rights Ordinance*, ch. 2-160 of the Municipal Code of Chicago, and all other applicable federal statutes, regulations and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other right or expectations for Contractor's employees or its subcontractors' employees.

17. **MBE/WBE PLAN:** Contractor acknowledges that it is familiar with the requirements of the Board's Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts and agrees to comply with the provisions of such program.

18. **NOTICES.** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally, or (ii) sent by confirmed telex or facsimile (followed by the actual document), or (iii) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

IF TO THE BOARD

Originals of Legal Notices, Demands & Consents:

Chicago Public Schools
Office of Specialized Services
125 South Clark Street - 8th Floor
Chicago, IL 60603
Attn: Chief Specialized Services Officer
Fax: 773/553-1801

Copies of Legal Notices, Demands & Consents:

General Counsel
The Board of Education of the City of Chicago
Law Department - 7th Floor
125 South Clark Street
Chicago, IL 60603
Fax: 773/553-1701

Originals of Notices Regarding Staffing or Scheduling:

Chicago Public Schools
Office of Specialized Services
125 South Clark Street - 8th Floor
Chicago, IL 60603

Attn: Director of Clinical Services Fax: 773/553-1830

IF TO CONTRACTOR:

Originals:

Maxim Staffing Solutions
1011 Lake Street, Suite 308
Oak Park, IL 60301

Attn: ~~Sam Harris~~ Fax: 708-358-9212

Anna Franzo

Copies of Legal Notices, Demands & Consents:

19. **ASSIGNMENT:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

20. **ENTIRE AGREEMENT AND AMENDMENT; SEVERABILITY; SURVIVAL**

20.1 **Entire Agreement and Amendment.** This Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

20.2 **Severability.** In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or illegal, such provision shall be severed, and the entire Agreement shall not fail, but the balance of the Agreement shall continue in full force and effect. In such event, the parties agree to negotiate in good faith a substitute enforceable and legal provision which most nearly affects the intent of the parties in entering into this Agreement.

20.3 **Survival.** All express representations or indemnifications made or given in this Agreement shall survive the completion of the Services and the termination or expiration of this Agreement for any reason.

21. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Contractor irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Contractor agrees that service of process on the Contractor may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in Article 18 above, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. If any action is brought by the Contractor against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

22. **WAIVER:** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

23. **CONFLICT OF INTEREST:** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts

to, former Board Members during the one year period following expiration or other termination of their terms of office.

24. **INDEBTEDNESS:** Contractor agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3) as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as if fully set forth herein.

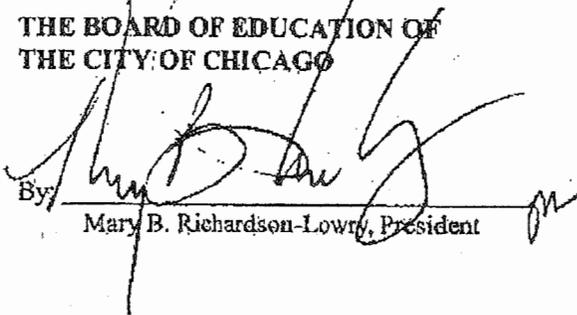
25. **INSPECTOR GENERAL:** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

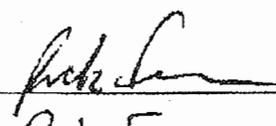
26. **BOARD APPROVAL:** This Agreement is subject to approval by the Members of the Chicago Board of Education.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Nursing and Related Services to be executed by their duly authorized representatives as of the date first above written.

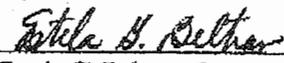
THE BOARD OF EDUCATION OF
THE CITY OF CHICAGO

MAXIM HEALTHCARE SERVICES, INC.,
D/B/A MAXIM STAFFING SOLUTIONS
Tax ID: 52-1590951

By: 
Mary B. Richardson-Lowry, President

By: 

Print: Rick Ferrer

Attest: 
Estela G. Beltran, Secretary

Title: Regional Controller

Date: 3/17/10

Date: 3/9/10

Board Report #10-0224-PR 17-2

Approved as to legal form: 


Patrick J. Rocks, General Counsel

Exhibit A - Agreement for Nursing and Related Services

SCOPE OF SERVICES

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

Board Report #10-0224-PR17-2 Performance Period: April 1, 2010 until March 31, 2012

CPS Program Manager: Adrienne Scherenzel-Curry, Director Phone: 773/553-1912
Fax: 773/553-1883 E-Mail: anscherenzel@cps.k12.il.us

Contractor's Program Manager: Sam Harris Phone: 708-358-9210 E-Mail:

The Services and Deliverables to be provided under this Scope of Services shall subject to the terms and conditions of that Agreement for Nursing and Related Services dated April 1, 2010 ("Agreement"), by and between Maxim Healthcare Services, Inc., d/b/a Maxim Staffing Solutions ("Contractor") and the Board of Education of the City of Chicago (the "Board"), commonly known as The Chicago Public Schools ("CPS"). Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such defined terms in the Agreement.

I. STAFFING - In addition to providing supervisory personnel and the Program Manager specified above, Contractor shall provide the following Staff:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Certified School Nurses(CSN) | <input checked="" type="checkbox"/> Licensed Practical Nurses (LPN) |
| <input checked="" type="checkbox"/> Health Service Nurses (HSN) | <input checked="" type="checkbox"/> Data Entry Personnel |

II. SERVICES.

A. During the Performance Period specified herein above, Contractor agrees to furnish the services set forth in this Exhibit A ("Services"), in accordance with the terms and conditions of the Agreement, including all exhibits and attachments. "Services" means, collectively, the services, deliverables, duties and responsibilities described in the Agreement and any and all work necessary to complete them or carry them out fully and to the standard of care required in the Agreement. Such Services shall include, but not be limited to individual or group nursing services provided to Board-designated CPS students with disabilities ("Students") when such Students are (i) attending school and (ii) traveling to or from school using transportation provided by the Board or ambulating. All such nursing services shall be provided in accordance with the assigned Students' Individualized Education Programs (IEP) and §504 Education Plans. In addition, Contractor shall furnish documentation and administrative services as specified herein.

B. Services to be provided by Contractor's Clinicians under this Scope of Services include, but are not limited to the following:

- gastrostomy tube feeding
- tracheostomy care
- ventilator care

- medication through a nebulizer and other routes as indicated
- assistance with range of motion and ambulation
- administration of medication
- special care for diabetics and students with epilepsy or asthma
- care for students with other major medical conditions
- urinary and bowel care
- First Aid

In addition, the Clinicians shall provide any other nursing services specified and requested by any of the following persons: the CPS Program Manager, the CPS Registered Nurse assigned to a school, or a CPS Nurse Manager.

- C. Under no circumstances may a Clinician transport a Student in a personal auto, or accompany a Student when that Student is transported by his/her parent or guardian. All Student transportation must be provided either by the Student's parent or guardian, or by CPS.
- D. Clinicians must provide all Services in a manner that is consistent with the recognized and accepted standards of nursing practice. All Services shall be monitored by a school's assigned CPS Registered Nurse or a CPS Nurse Manager. It is understood and agreed that LPN Clinicians shall only provide Services under the direction of a school's assigned CPS Registered Nurse or a CPS Nurse Manager.
- E. Clinicians must be prompt and must follow their assigned schedules, as such schedules may be revised from time to time by the CPS Program Manager or by a school's assigned CPS Registered Nurse or a CPS Nurse Manager.
- F. Clinicians and Contractor must promptly notify the CPS Program Manager and the CPS Nurse Manager when they learn that an assigned Student is (or will be) absent on a given day.
- G. Clinicians must carry their nursing License and CPR Certification at all times when they are providing Services, and they must present such License and Certification to CPS personnel upon demand.
- H. Clinicians must maintain progress notes documenting all nursing services that they provide to Students each day. At a minimum, such Services must be consistent with IEP/504 requirements and the applicable physician's orders. The Board shall have the right to establish the format of the progress notes and indicate the types of information to be included.
- I. Clinicians must maintain current records of all provided Services and must, using the CPS Easy Trac Data Entry Program ("EasyTrac"), document all provided Services within one (1) business day of providing such Services.
- J. Clinicians must document Services using Easy Trac, and they shall also do the following:
- Data entry of physical examinations and immunizations
 - Data entry of dental examinations
 - Collect consents
 - File the consents and students' medical records at the students' schools

- K. Prior to allowing a Clinician to begin providing Services hereunder, Contractor must submit to the CPS Program Manager an updated Clinician Form (Exhibit B) for all Clinicians who Contractor plans to provide Services under this Scope of Services.
- L. Prior to providing any data services, Contractor's data entry personnel must participate in and complete the CPS-required training pertaining to all applicable student information systems. The CPS Program Manager will determine what training is required. It is understood and agreed that the Board may require additional training sessions and Contractor's data entry personnel shall attend these additional training sessions as requested by the CPS Program Manager.

III. **DELIVERABLES:** Contractor must comply with the Board's invoicing, record keeping and reporting requirements, including the Board's Medicaid Billing requirements. Contractor must assure that the Clinicians also comply with these requirements. These requirements include, but are not limited to:

- Submitting copies of all applicable LPN and RN timesheets with each invoice as specified in the Agreement; and
- Submitting copies of signed and dated progress notes as directed by the CPS Program Manager; and
- Accurately recording and submitting Health Services Management Program (HSMP) Fee-For-Service data in an electronic or manual format, as specified in the Agreement; and
- Providing summary reports as directed by the CPS Program Manager.

All invoices, record-keeping, timesheets, and other reporting must be accurate and must be provided within the time limits established by the Board from time to time. Contractor's failure to fulfill its obligations under this Article III shall be deemed a 'default' and shall be subject to the provisions of Section 7.5 ("Right to Withhold, Deny, and Adjust Payment") and Section 9.3 ("Default and Remedies") of the Agreement.

IV. **OUTCOMES** - Services provided by Contractor hereunder shall improve the quality of Student care, resulting in increased school attendance and improved academic performance.

Exhibit B - Agreement for Nursing and Related Services

CLINICIAN FORM

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

DATE SUBMITTED: _____ Board Report #10-0224-PR17-2

| CLINICIAN'S NAME | LICENSE TYPE (RN or LPN or Other) | LICENSE # & EXPIRATION DATE | PRIOR PEDIATRIC EXPERIENCE (Yes or No) | TB FREE Test Date | HEPATITIS B Vaccination Dates | CFR Certification and Expiration Dates | CRIMINAL BACKGROUND CHECK CLEARANCE (Yes or No) |
|------------------|-----------------------------------|-----------------------------|--|-------------------|-------------------------------|---|---|
| | | # _____ Date: _____ | | | | Certification Date: _____ Expiration Date: _____ | |
| | | # _____ Date: _____ | | | | Certification Date: _____ Expiration Date: _____ | |
| | | # _____ Date: _____ | | | | Certification Date: _____ Expiration Date: _____ | |

The undersigned, having the authority to make the representations and warranties set forth herein on behalf of Maxim Healthcare Services, Inc., d/b/a Maxim Staffing Solutions, hereby represents and warrants that the above information is accurate. [Add additional pages if necessary.]

Signature: _____ Date: _____

Title: _____

Please complete, sign and date this document and return it to Adrienne Scherenzel-Curry, Director of Clinical Services,
Fax #773-553-1883 or ascherenzel@cps.k12.il.us

Exhibit C - Agreement for Nursing and Related Services

COMPENSATION SCHEDULE

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

Board Report #10-0224-PR17-2

Performance Period: April 1, 2010 until March 31, 2012

As specified in that Agreement for Nursing and Related Services ("Agreement") dated April 1, 2010, by and between Maxim Healthcare Services, Inc., d/b/a Maxim Staffing Solutions ("Contractor") and the Board of Education of the City of Chicago (the "Board"), commonly known as The Chicago Public Schools ("CPS"), the Board shall pay Contractor the following hourly rates for Services provided by Contractor to Board-designated CPS students under the Agreement. It is understood and agreed that these rates are guaranteed for the Performance Period specified above.

| POSITIONS | HOURLY RATES: |
|--|----------------------|
| 1. CERTIFIED SCHOOL NURSE (CSN) | \$40.00 |
| 2. HEALTH SERVICE NURSE (HSN) | \$36.00 |
| 3. LICENSED PRACTICAL NURSE (LPN) | \$32.00 |
| 4. DATA ENTRY PERSONNEL | \$19.00 |

Exhibit D - Agreement for Nursing and Related Services

HIPPA OBLIGATIONS

Contractor shall comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"). In the event of conflicting terms or conditions, this Exhibit D shall supersede the other provisions of the Agreement for Nursing and Related Services ("Agreement").

a. Definitions. Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in Title 45, Parts 160 and 164 of the CFR and are incorporated herein by reference.

b. Use and Disclosure of Protected Health Information. Contractor shall use and/or disclose Protected Health Information ("PHI") only to the extent necessary to satisfy Contractor's obligations under the Agreement.

c. Prohibition on Unauthorized Use or Disclosure of PHI. Contractor shall not use or disclose any PHI received from or on behalf of the Board, except as permitted or required by the Agreement, as required by law or as otherwise authorized in writing by the Board. Contractor shall comply with: (a) Title 45, Part 164 of the CFR; (b) State laws, rules and regulations applicable to PHI not preempted pursuant to Title 45, Part 160, Subpart B of the CFR; and (c) the Board's health information privacy and security policies and procedures.

d. Contractor's Operations. Contractor may use PHI it creates or receives for or from the Board only to the extent necessary to carry out Contractor's legal responsibilities. Contractor may disclose such PHI as necessary for Contractor's legal responsibilities only if:

i. The disclosure is required by law; or

ii. Contractor obtains reasonable assurance, evidenced by written contract, from any person or organization to which Contractor shall disclose such PHI that such person or organization shall:

➤ Hold such PHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person or organization or as required by law; and

➤ Notify Contractor (who shall in turn promptly notify the Board) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

e. PHI Safeguards. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of the Board, or developed by Contractor (including its Staff and subcontractors) for the Board.

f. Electronic Health Information Security and Integrity. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2 (d) of the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of the Board pertaining to an individual. Contractor shall document and keep these security measures current.

g. Protection of Exchanged Information in Electronic Transactions. If Contractor conducts any Standard Transaction for or on behalf of the Board, Contractor shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the

CFR. Contractor shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of the Board that: (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard; (b) adds any Health Information elements or segments to the maximum defined Health Information set; (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or (d) changes the meaning or intent of the Standard's Implementation Specification(s).

h. Access to PHI. In addition to the Audit and Document retention provisions found in Section 7 herein above, Contractor shall provide access, at the request of the Board, to PHI in a Designated Record Set, to the Board or, as directed by the Board, to an individual to meet the requirements under Title 45, Part 164, Subpart E, Section 164.524 of the CFR and applicable state law. Contractor shall provide access in the time and manner set forth in the Board's health information privacy and security policies and procedures.

i. Amending PHI. Contractor shall make any amendment(s) to PHI in a Designated Record Set that the Board directs or agrees to pursuant to Title 45, Part 164, Subpart E, Section 164.526 of the CFR at the request of the Board or an Individual, and in the time and manner set forth in the Board's health information privacy and security policies and procedures.

j. Accounting of Disclosures of PHI.

i. Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the Board to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.

ii. Contractor agrees to provide the Board or an individual, in the time and manner set forth in the Board's health information privacy and security policies and procedures, information collected in accordance with Section 12(a) above, to permit the Board to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.

k. Access to Books and Records. Contractor shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of the Board available to the Board and to the Department of Health and Human Services ("DHHS") or its designee for the purpose of determining the Board's compliance with the Privacy Rule.

l. Reporting. Contractor shall report to the Board any use or disclosure of PHI not authorized by the Agreement, by law, or in writing by the Board. Contractor shall make the report to the Board's Privacy Official not less than 24 hours after Contractor learns of such unauthorized use or disclosure. Contractor's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use or received the unauthorized disclosure; (d) identify what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by the Board's Privacy Official.

m. Mitigation. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of the Agreement.

n. Return or Destruction of Health Information.

iv. Except as provided in Section 8.3(n)(ii) below, upon termination, cancellation, expiration or other

conclusion of the Agreement, Contractor shall return to the Board or destroy all PHI received from the Board, or created or received by Contractor on behalf of the Board. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI.

ii. In the event that Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to the Board notification of the conditions that make return or destruction infeasible. Upon verification by the Board that the return or destruction of PHI is infeasible, Contractor shall extend the protections of the Agreement to such PHI and limit further uses and disclosure of PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI.

o. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, the Agreement shall automatically amend such that the obligations imposed on Contractor as a Contractor remain in compliance with such regulations.

CHICAGO PUBLIC SCHOOLS

Jean-Claude Brizard
Chief Executive Officer

DEPARTMENT OF PROCUREMENT AND CONTRACTS

125 South Clark Street, 10th Floor * Chicago, Illinois 60603 * Telephone: 773-553-2280
<http://www.csc.cps.k12.il.us/purchasing>

Opal L. Walls
Chief Purchasing Officer

NOTICE TO SUPPLIER'S/PROSPECTIVE BIDDERS

Complete and return the attached **Notarized Contractor's Disclosure Form.**

Minority or Women Owned Business please attach a copy of your **Government Certification Letter.**

UPCOMING SOLICITATIONS WILL BE ADVERTISED IN THE CHICAGO TRIBUNE NEWSPAPER IN THE LEGAL NOTICE SECTION OR VIA OUR WEB SITE **WWW.CSC.CPS.K12.IL.US/PURCHASING.**

Vendor's based out of Illinois may call 773-553-2280 to request that a Bid package(s) be mailed. It must be noted that the Chicago Public Schools **will not** be responsible for the timely receipt of the bid(s).

DEPARTMENT OF PROCUREMENT AND CONTRACTS
125 South Clark Street, 10th Floor * Chicago, Illinois 60603 * Telephone: 773-553-2280
<http://www.csc.cps.k12.il.us/purchasing>

Opal L. Walls
Chief Purchasing Officer

DEPARTMENT OF PROCUREMENT AND CONTRACTS
CONTRACTORS DISCLOSURE FORM

INSTRUCTIONS

1. Every Contractor submitting a bid or proposal to the Board of Education of the City of Chicago ("Board") must complete and return a Contractor's Disclosure Form.
2. The Contractor's Disclosure Form must be complete and notarized. Failure to complete all parts of the Contractor's Disclosure Form will make a bid non-responsive and not eligible for award consideration.
3. In the event the Contractor's is a joint venture, the joint venture and each of the joint venture partners must submit a complete Contractor's Disclosure Form.
4. If the Contractor is fully or partially owned by one or more corporations, each Corporation must submit a complete Contractor's Disclosure Form.
5. This Contractor's Disclosure Form need only be filed with the Department of Procurement and Contracts on a yearly basis. Any future bid or proposal submitted by the Contractor need only reference its previous submittal, the specification /contract number and the date the form was submitted.
6. Any changes in organizational structure, ownership, ethics compliance or any other material change of the Contractor shall require submission of an amended form within five (5) working days of the change which shall be submitted to the Department of Procurement and Contracts citing the contract number, if applicable, and any such change shall be subject to Board approval.
7. Providing any false, incomplete or inaccurate information in the Contractor's Disclosure Form will make a bid non-responsive and not eligible for award consideration and may result in fines, penalties and/or debarment from bidding on contracts for a period of up to three (3) years.
8. The Board policies referenced in the Contractor's Disclosure Form, including the Indebtness Policy, Ethics Policy, and Debarment Policy are available upon request.

CONTRACTOR'S DISCLOSURE FORM

Specification/Contract Number: _____

List all CPS Vendor Numbers
For the Contractor and related
companies: _____

Contractor Name: Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions

Contractor Address: 1011 Lake Street, Suite 308 _____

City: Chicago _____ State: IL _____ Zip Code 60301 _____

List all other Addresses of Contractor: 7227 Lee Deforest Drive, Columbia, MD 21046 _____

(Assumed Name, if any): _____

Contact Person: Anna Franzo _____

Contractor Telephone No: 708-358-9210 _____

Contractor Fax No.: 410-910-1613 _____

Business Start Date: 1988 _____

SIC Code or DUNS No., if available: _____

Description of Business Activity: Healthcare Services _____

Business Volume (dollar amount),
for the last fiscal year: 1 Billion _____

Federal Employer I.D. # or Social Security #: 52-1590951 _____

Supplier is a certified Minority/Women Business Enterprise: MBE ___ WBE ___

The undersigned Brian Blohm _____, as Assistant Controller _____
(Name) (Title)

and on behalf of Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions ("Supplier"),
(Business Name)

on March 8, 2012 _____ certifies that all the information above is true and correct.
(Date)

A. DISCLOSURE OF OWNERSHIP INTEREST

All Contractors shall provide the following information with their bid or proposal. If the question is not applicable, answer with "NA." If the answer is none, please answer "none."

Supplier is a: (X) For Profit Corporation () Sole Proprietor/Consultant
(check one) () Partnership () Not-For-Profit Corporation
() Limited Liability Company () Other: _____
() Joint Venture

CONTRACTOR'S DISCLOSURE FORM

SECTION 2. PARTNERSHIPS / LIMITED LIABILITY COMPANIES

- a. If the Contractor is a partnership or limited liability company indicate the name, address and ownership interest of each partner or member. Please identify the general partners for limited partnerships and managing members for limited liability companies.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
|----------------------|---------|--------------------|

Attached

SECTION 3. JOINT VENTURES

- a. If the Contractor is a joint venture indicate the name, address and ownership interest of each partner. Please attach a copy of the fully executed joint venture agreement.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
|----------------------|---------|--------------------|

N/A

SECTION 4. SOLE PROPRIETORSHIPS / CONSULTANTS

- a. If the Contractor is a sole proprietor/consultant, is the Contractor acting in any representative capacity on behalf of any beneficiary? YES { } NO { X }. If "YES" complete items b and c of this Section.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the name, address of the principal(s) for the agent or nominee holding such interest.

| Name (s) of Principal (s) | (Print or Type) | Address |
|---------------------------|-----------------|---------|
|---------------------------|-----------------|---------|

N/A

- c. If the interest of a spouse or any party is constructively controlled by another person or legal entity indicate the name, address of such person or entity possessing such control and the relationship under which such control is being or maybe exercised:

| Name (s) of Principal (s) | (Print or Type) | Address | Relationship |
|---------------------------|-----------------|---------|--------------|
|---------------------------|-----------------|---------|--------------|

N/A

CONTRACTOR'S DISCLOSURE FORM

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

- a. Incorporated in the State of Maryland _____
- b. Authorized to do business in the State of Illinois Yes { } No { }
(Attach Certificate of Authority to Transact Business)
- c. Is corporation a 501(c) 3 organization? Yes { } No { }
- d. List below the names of all Officers of corporation (or Attach List):
List below the names of all Directors of corporation (or Attach List):

| | | | |
|----------------------|-------|-----------------|---------|
| Name (Print or Type) | Title | (Print or Type) | Address |
|----------------------|-------|-----------------|---------|

Attached _____

SECTION 6. LAND TRUSTS, BUSINESS TRUST, ESTATES & OTHER ENTITIES

If the Contractor is a land trust, business trust, estate or other similar commercial or legal entity, indicate the name, address and ownership interest of any representative or entity holding legal title as well as each beneficiary in whose behalf title is held.

| | | |
|----------------------|---------|--------------------|
| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|

N/A _____

B. THE INDEBTEDNESS POLICY

The Contractor acknowledges that it is familiar with the Board's Policy on Indebtedness (96-0626-PO3) adopted June 26, 1996, as amended from time to time.

1. Whenever used in this section, the following words and phrases shall have the following meaning: "Board" means the Board of Education of the City of Chicago and includes all schools operated by the Board of Education. "Contract" means any agreement or transaction pursuant to which a contractor (i) receives Board funds in consideration for services; work; or goods provided or rendered, or (ii) pays the Board money in consideration for a lease, or license allowing it to rent or otherwise use Board property. "Debt" means a specified sum of money owed to the Board, the State of Illinois Student Assistance Commission, the City of Chicago, or the County of Cook for which the period granted for payment has expired. "Outstanding Parking Violation Complaint" means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Substantial Owner" means any person who owns or holds a twenty-five percent (25%) or more percentage of interest in any bidder, potential Contractor or Contractor as revealed by disclosures required by the Chief Purchasing Officer, including those shareholders, partners, members, beneficiaries and principals more specifically described therein; except where the bidder, potential Contractor or Contractor is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietorship.

CONTRACTOR'S DISCLOSURE FORM

2. Is the Contractor delinquent in the payment of any Debt owed as defined above?

YES ___ NO X If "Yes", please answer the following questions:

Has the Contractor entered into an agreement with the Board, or any other entity mentioned in Section 1 above, for the payment of all Debts owed and is in compliance with such agreement?

YES ___ NO X

Is the Contractor contesting liability for the amount of the Debt in a pending administrative or judicial proceeding?

YES ___ No X

Has the Contractor filed a petition in bankruptcy and the Debts owed are dischargeable in bankruptcy?

YES ___ NO X

3. Has the Contractor and/or Contractor's Substantial Owner(s) been declared in arrearage on child support obligations by an Illinois court of competent jurisdiction? YES ___ NO X

Has the Contractor and /or Contractor's Substantial Owner(s) entered into court-approved agreement for the payment of all such child support owed, and is the Contractor and/or Substantial Owner(s) in compliance with such agreement?

YES ___ NO X

The Contractor and all of Contractor's Substantial Owners must remain in compliance with any such child support obligations throughout the term of the Contract and any extensions thereof, or until the performance of the Contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in this section constitutes an event of default.

C. ETHICS CODE

The Contractor acknowledges that it is familiar with the Board's Code of Ethics (04-0623-PO4) adopted June 23, 2004, as amended from time to time.

X 1. To its knowledge, the Contractor is in compliance.

_____ 2. To its knowledge, the Contractor is not in compliance.

Does any individual who is required to be identified (in Part A, Sections 1 through 6 of this form) have any family member (or member of his or her household) who is a present or former employee of the Board or a current or former member of a Local School Council? Yes ___ NO X

If "Yes," please provide the name of such person, and explain briefly the relationship and the circumstances below:

D. DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. For purposes of this section, "Contractor" means a person or entity who within the past five years has had a Contract or purchase order with the Board.

2. Every Contract and/or purchase order must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Contractor has retained or expects to retain with respect to the Contract or purchase order. In particular, the Contractor must disclose the name of each person, business address, the nature of the relationship, and the amount of fees paid or estimated to be paid. For purposes of this section, "Lobbyist" means any person (a) who for compensation or on behalf of another person undertakes to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.
3. The Contractor is not required to disclose the identity of employees who are paid solely through the Contractor's regular payroll.

B. Disclosure

1. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the Contract or purchase order should be listed below (attach additional pages if necessary):

| Name | Business Address | Relationship (attorney, lobbyist, etc.) | Federal Employer ID# (No Social Security #'s Allowed) | CPS Vendor # |
|------|------------------|--|--|--------------|
| N/A | | | | |
| | | | | |
| | | | | |
| | | | | |

2. This Disclosure relates to the following Contract/purchase order: N/A
Specification/Contract Number: _____

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED: X
IF SUCH PERSONS ARE RETAINED, THE CONTRACTOR IS REQUIRED TO FILE AN AMENDMENT TO THIS CONTRACTOR'S DISCLOSURE FORM.

E. STATE AND MUNICIPAL TAX QUESTIONS

1. Is the Contractor delinquent in the payment of any tax administered by the Illinois Department of Revenue?
YES ___ NO X
2. Is the Contractor contesting its liability for the tax or amount of tax in accordance with the procedures established by the appropriate Revenue Act?
YES ___ NO X
3. Has the Contractor entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due, and is the Contractor in compliance with such agreement?
YES ___ NO X
4. Is the Contractor delinquent in-the-payment of any tax administered by the Illinois Department of Revenue not covered under any of the situations described in subsections 1, 2 or 3 above?
YES ___ NO X
5. Is the Contractor's business registered/remitting Chicago Municipal taxes?
YES ___ NO X If "Yes", please provide your tax account number _____
6. Prior to July 1, 1995 number of employees? Less than 5,000 _____
7. Current number of employees? 49,694 _____

CONTRACTOR'S DISCLOSURE FORM

8. Does the Contractor's business own/use any equipment/vehicles titled in Chicago? YES ___ NO X ___
9. Is the Contractor's business the lease of any tangible personal property used in Chicago? YES X ___ NO ___
10. Does the Contractor's business purchase non-titled personal property from a retailer located outside the City of Chicago for use in Chicago? YES ___ NO X ___
11. What percentage of the Contractor's business operation is governmental work? _____ 16% _____

F. WORK RELATED DISCLOSURE

For purposes of this section, "Controlling Person" means an affiliated entity¹ or person who is a director, officer, partner, managing member, proprietor, owner of 10 % or more of voting shares, or any other individual that participates in the policy making, financial decisions or directs operations of the Contractor.

If the answer to any of the following questions is "Yes", please indicate the responding party as either the Contractor or Controlling Person(s).

1. In the past five years, has the Contractor or Controlling Person(s) existed or operated a business under another name?
YES ___ NO X ___ If "Yes", list the name(s) used, description of the business, current status of the business, and years under current ownership.
2. Has the Contractor or Controlling Person(s) previously performed work for the Board?
YES ___ NO X ___ If "Yes", please list the date and nature of goods or services provided to the Board.
3. In the past five years has the Contractor or Controlling Person(s) rendered goods or performed services for any other governmental agency?
YES ___ NO X ___ If "Yes", please list the agency, date and nature of goods rendered or services performed.
4. In the past five years, have consequential, liquidated or special damages been assessed against the Contractor or Controlling Person(s) upon completion of any governmental agency contracts?
YES ___ NO ___ If "Yes", please attach explanation.
5. In the past five years, has the Contractor or Controlling Person(s) defaulted on any indebtedness, judgment, or other financial obligation, including student loans?
YES ___ NO ___ If "Yes", please attach explanation.
6. In the past five years, has the Contractor or Controlling Person(s) been a defendant in a criminal action, or been a party in litigation, or subject to a lien, claim, demand, or judgment, or filed a petition for bankruptcy or reorganization?
YES ___ NO ___ If "Yes", please attach explanation and cite caption, case/docket number and disposition.

¹ Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.

CONTRACTOR'S DISCLOSURE FORM

7. In the past five years, has the Contractor or Controlling Person(s) been sued for failing to pay subcontractors for work performed?
YES _____ NO X If "Yes", please attach explanation and cite caption, case/docket number and disposition.
8. The Contractor has coverage under or is able to obtain the following insurance policies, as applicable to perform work for the Board: worker's compensation and employers' liability insurance, commercial general liability insurance, automobile liability insurance, professional liability insurance, and umbrella/excess liability insurance.
YES X NO _____ If "NO", please attach explanation.
9. Please attach resumes of experience for the Contractor or Controlling Person(s).

If the Contractor is a construction contractor, please complete the following questions: N/A

10. Does the Contractor or Controlling Person(s) have performance bonding capacity by an authorized surety company?
YES _____ NO _____ If "Yes", please provide the bonding capacity and the surety company name, address, telephone and fax numbers, and the name of the broker/agent.
11. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in violation of Federal, State or Local safety or sanitary laws?
YES _____ NO _____ If "Yes", please attach all violations and state whether the violations caused injuries.
12. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in noncompliance of the State of Illinois prevailing wage requirements?
YES _____ NO _____ If "Yes", please attach explanation.
13. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in violation of Federal, State or Local Environmental laws or regulations?
YES _____ NO _____ If "Yes", please attach explanation.
14. In the past five years, has the Contractor or Controlling Person(s) been involved in a work related accident, including but not limited to automobiles used in the course of business?
YES _____ NO _____ If "Yes", please attach explanation.

G. CONTRACTOR CERTIFICATION

A. Contractor

The Contractor certifies that the following is true and correct:

- I. The Contractor or any subcontractor to be used in the performance of a Contract or purchase order, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, or any such subcontractor of any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during the period of five years prior to the date of execution of this Contractor's Disclosure Form, or if a subcontractor's affiliated entity during a period of five years prior to the date of award of the subcontract:

CONTRACTOR'S DISCLOSURE FORM

- a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the Board of Education of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or convicted of agreeing or colluding with, between or among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of guilt of such conduct described in Section 1(a) and (b) above, which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state of the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this Contractor's Disclosure Form.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting or local government as a result of engaging in or being convicted of bid-rotating³ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state of the United States which contains the same elements as the offense of bid-rotating during a period of five years prior to the date of submittal of this Contractor's Disclosure Form⁴.

B. Subcontractor

The Contractor certifies that the following is true and correct:

1. The Contractor has obtained from all subcontractors to be used in the performance of the Contract, known by the Contractor at this time, certifications in form and substance equal to Section G (A) above. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of: (a) any of the conduct described in Section G (A) (1) (a) or (b) or (c) above (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or has made an admission of guilt of the conduct described in Section G (A) (1) (a) or (b) or (c) above which is a matter of record but has not been prosecuted for such conduct.

² For purposes of Section G of this Contractor's Disclosure Form, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. See 720 ILCS 5/33E-3.

³ For purposes of Section G of this Contractor's Disclosure Form, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.

⁴ No business shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal code of 1961, as amended, or any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) the business has been finally adjudicated not guilty or (2) the business demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer or a high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

CONTRACTOR'S DISCLOSURE FORM

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of the Contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this Contractor's Disclosure Form. The Contractor shall not, without the prior written permission of the Board, use any such subcontractors in the performance of a Contract if the Contractor, based on such certifications or any other information known or obtained by the Contractor, becomes aware of any such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described in Section G (A) (1) (a), (b) or (c) above, (b) bid-rigging, bid-rotating, or any similar offense of any state of the United States which contains the same elements as bid-rigging and bid-rotating, or has made an admission of guilt of the conduct described in Section G (A) (1) (a) or (b) which is a matter of record but has not been prosecuted for such conduct.
3. The Contractor will maintain on file for the duration of a Contract and for a period of seven years thereafter, all certifications required by Section G (B) (1) and (2) above, for all subcontractors to be used in the performance of the Contract and will make such certifications promptly available to the Board upon request.
4. The Contractor will not, without the prior written consent of the Board, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form or substance equal to this Contractor's Disclosure Form.

C. Certification Regarding Suspension and Debarment

1. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any Federal, State or Local department or agency, or the Board;
 - b. Have not within a five year period preceding the Contract been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in Section G (C) (1) (b) above; and
 - d. Have not within a five year period preceding the Contract had one or more public transactions (Federal, State, and Local) terminated for cause or default.
2. If any subcontractors are to be used in the performance of the Contract, Contractor shall cause such subcontractors to certify as to Section G (C) (1) of this Contractor's Disclosure Form.

D. Anti-Collusion

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contractor's Disclosure Form.

E. Punishment

A Contractor who makes a false statement, material to Section G of this Contractor's Disclosure Form, commits a class 3 felony. 720 ILCS 5/33E -11(b).

CONTRACTOR'S DISCLOSURE FORM

INCORPORATION INTO BOARD REPORT/CONTRACT DOCUMENT

The above certifications shall become part of any Board Report and/or Contract awarded to the Contractor or entered into during the year that this Contractor's Disclosure Form is in effect. Further, the Contractor shall comply with these certifications during the term or performance of any Board Report and/or Contract awarded to the Contractor, and any extension thereof.

ATTESTATION CLAUSE

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Disclosure Form on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true. Furthermore, that I have examined this Contractor's Disclosure Form and the answers are true and correct. I have not knowingly omitted any information requested. I understand that records and documents may be requested by the Board to verify the information provided in this Contractor's Disclosure Form. I understand that the Inspector General of the Board has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations. I agree to pay all costs, fees and other expenses deemed necessary in connection with any investigation by the Inspector General or the Board, including but not limited to financial audits, credit reports and criminal background checks. I understand that the Board may rely on the information provided herein. I understand that providing any false, incomplete or inaccurate information in this Contractor's Disclosure Form shall make a bid non-responsive and not eligible for award consideration and may result in fines, penalties and/or debarment from bidding on Contracts for a period of up to three years. I understand and acknowledge the Board's Debarment Policy (08-1217-PO1) adopted December 17, 2008. I understand that providing any false, incomplete or inaccurate information constitutes an event of default under the Contract and may result in termination of the Contract. I understand and agree to pay all costs, fees, expenses, including attorney fees, in connection with any legal action or criminal prosecution as a result of providing false, incomplete or inaccurate information in this Contractor's Disclosure Form.

SBH

Signature of Authorized Officer

Brian Burton

Name of Authorized Officer (Print or Type)

ASSISTANT CONTROLLER

Title

3/12/12

Date

State of Maryland

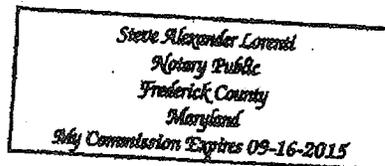
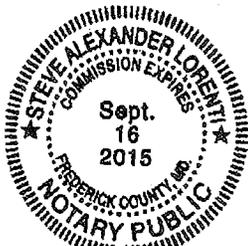
County of FREDERICK

Signed and sworn to before me this 12th day of March, 2012

My commission expires: September 16, 2015

Steve Alexander Lorenti

Notary Public Signature



Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) Maxim Healthcare Services, Inc. | |
| | Business name, if different from above Maxim Staffing Solutions | |
| | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ | |
| | <input type="checkbox"/> Other (see instructions) ▶ | |
| | <input type="checkbox"/> Exempt payee | |
| Address (number, street, and apt. or suite no.) 7227 Lee DeForest Drive | | Requester's name and address (optional) |
| City, state, and ZIP code Columbia, MD 21046 | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| |
|--------------------------------|
| Social security number |
| OR |
| Employer identification number |
| 52 : 1590951 |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|---|-----------------------|
| Sign Here | Signature of U.S. person ▶ <i>B. Bell</i> | Date ▶ <i>3/12/12</i> |
|------------------|---|-----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Maxim Healthcare Services, Inc.
Board of Directors
10/12/09

James C. Davis (Chairman)
7301 Parkway Drive
Hanover, MD 21076
410-579-3000

William Bradley Bennett (CEO)
7227 Lee Deforest Drive
Columbia, MD 21046
410-910-1500

Randall D. Sones
7301 Parkway Drive
Hanover, MD 21076
410-579-3000

Eugene Peter Urbanowicz
c/o Alvarez & Marsal,
2001 K Street, NW
Suite 803
Washington, DC 20006
202-729-2121

Frederick M. Hudson
2110 West Joppa Rd
Lutherville, MD 21093
410-321-1353

**Maxim Healthcare Services, Inc.
Ownership Information**

The following is the ownership information for Maxim Healthcare Services, Inc.

| <u>Name</u> | <u>Percentage of Ownership</u> |
|--|--------------------------------|
| Oak Investment Trust 7301 Parkway Dr. Hanover, MD 21076 | 40.2% |
| Oak Investment Trust II 7301 Parkway Dr. Hanover, MD 21076 | 39.7% |
| Stephen Bisciotti 7301 Parkway Dr. Hanover, MD 21076 | 20.1% |

CONTRACT NO: 1341-13197

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|---|
| PRODUCER Altus Partners, Inc 919 Conestoga Road Building 3, Suite 111 Rosemont PA 19010 | CONTACT NAME: Krista Dean |
| | PHONE (A/C No. Ext): (610) 526-9130 FAX (A/C No.): (610) 526-2021 |
| | E-MAIL ADDRESS: certificates@altuspartners.com |
| | PRODUCER CUSTOMER ID #: 00000042 |
| INSURED Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions 7227 Lee DeForest Drive Columbia MD 21046 | INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's of London INSURER B: ACE American Ins Co. 22667 INSURER C: Indemnity Ins Co of NA 43575 INSURER D: Federal Insurance Company 20281 INSURER E: INSURER F: |

COVERAGES CERTIFICATE NUMBER: 13-14 Staffing Std+XS REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|-------------|-------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | PH1303923 | 11/30/2013 | 11/30/2014 | EACH OCCURRENCE \$ 3,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 10,000 |
| | <input checked="" type="checkbox"/> \$3,000,000 SIR | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| B | AUTOMOBILE LIABILITY | | | H08815501 | 11/30/2013 | 11/30/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | ANY AUTO | | | H08815513 (Owned) | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | | Uninsured motorist combined \$ |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | Underinsured motorist \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | PH1303923 | 11/30/2013 | 11/30/2014 | EACH OCCURRENCE \$ 7,000,000 |
| | EXCESS LIAB | <input checked="" type="checkbox"/> | CLAIMS-MADE | | | | AGGREGATE \$ 7,000,000 |
| | DEDUCTIBLE | | | | | | \$ |
| | RETENTION \$ 4,000,000 | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | C47875201 | 11/30/2013 | 11/30/2014 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liability | | | PH1303923 (SIR) | 11/30/2013 | 11/30/2014 | \$4,000,000 Per claim \$4,000,000 Policy limit |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate is issued as evidence of insurance per the policy terms, conditions, and exclusions. Cook County, its officials, employees and agents are an additional insured on the general liability insurance policy per the written agreement.

Cook County Contract # 1341-13197

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| Cook County Office of the Chief Procurement Officer Attn: Chief Procurement Officer 118 North Clark Street, Room 1018 Chicago, IL 60602 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE C Ingelsby/CSI <i>Christopher A Ingelsby</i> |

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

| Section | Description | Pages |
|----------------|---|--------------|
| | | |
| Instructions | Instructions for Completion of EDS | EDS i - ii |
| 1 | MBE/WBE Utilization Plan | EDS 1 |
| 2 | Letter of Intent | EDS 2 |
| 3 | Petition for Reduction/Waiver of MBE/WBE Participation Goals | EDS 3 |
| 4 | Certifications | EDS 4, 5 |
| 5 | Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest | EDS 6 – 12 |
| 6 | Sole Proprietor Signature Page | EDS 13a/b/c |
| 7 | Partnership Signature Page | EDS 14/a/b/c |
| 8 | Limited Liability Corporation Signature Page | EDS 15a/b/c |
| 9 | Corporation Signature Page | EDS 16a/b/c |
| 10 | Cook County Signature Page | EDS 17 |

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____ Certifying Agency: _____
Address: _____ Certification Expiration Date: _____
City/State: _____ Zip _____ FEIN #: _____
Phone: _____ Fax: _____ Contact Person: _____
Email: _____ Contract #: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

SEAL

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**

(2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**

(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**

(4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

(5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

| Name | Address |
|------|---------|
| N/A | |

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?
Yes: No:

b) If yes, list business addresses within Cook County:
Maxim Consulting Solutions - Chicago
130 N. Wacker Dr. Suite 630
Chicago, IL 60606

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: Maxim Nezhdeno, DPO D/B/A: Maxim Stepping Solutions EIN NO.: _____

Street Address: 160 N. Wacker Street

City: Chicago State: IL Zip Code: 60606

Phone No.: 312-577-7522

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

| Name | Address | Percentage Interest in Applicant/Holder |
|------|--------------|---|
| | See Attached | |
| | | |
| | | |

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

| Name of Agent/Nominee | Name of Principal | Principal's Address |
|-----------------------|-------------------|---------------------|
| | | |
| | | |

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

| Name | Address | Percentage of Beneficial Interest | Relationship |
|------|---------|-----------------------------------|--------------|
| | | | |
| | | | |

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Kevin Haney
Name of Authorized Applicant/Holder Representative (please print or type)
Kevin Haney
Signature
kehaney@maxhealth.com
E-mail address

ASST. CONTROLLER
Title
12.18.13
Date
410-910-6218
Phone Number

Subscribed to and sworn before me this 18 day of Dec., 2013

X Rose Ann Stepanek
Notary Public Signature

ROSE ANN STEPANEK
NOTARY PUBLIC MD
MY COMMISSION
EXPIRES DEC. 14 2014

Notary Seal

**Maxim Healthcare Services, Inc.
Ownership Information**

The following is the ownership information for Maxim Healthcare Services, Inc.

| <u>Name</u> | <u>Percentage of Ownership</u> |
|--|--------------------------------|
| Oak Investment Trust 7301 Parkway Dr. Hanover, MD 21076 | 40.2% |
| Oak Investment Trust II 7301 Parkway Dr. Hanover, MD 21076 | 39.7% |
| Stephen Bisciotti 7301 Parkway Dr. Hanover, MD 21076 | 20.1% |



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: _____ Title: _____

Business Entity Name: Maxim Healthcare, Inc. Phone: 312-577-7333

Business Entity Address: 156 N. Wacker Dr. Suite 630 Chicago, IL 60606

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County **and** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

| Owner/Employee Name: | Related to: | Relationship: |
|----------------------|-------------|---------------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |
| 5. _____ | _____ | _____ |

If more space is needed, attach an additional sheet following the above format.

There is **no** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Kevin Hawley
Owner/Employee's Signature
12.18.13
Date

Subscribe and sworn before me this 18th Day of Dec., 2013

a Notary Public in and for Howard County

Rose Ann Stepanek
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires _____

ROSE ANN STEPANEK
NOTARY PUBLIC MD
MY COMMISSION
EXPIRES DEC. 14 2014

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)

(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

**SIGNATURE BY A CORPORATION
(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Maxim Healthcare, Inc d/b/a Maxim Staffing Solutions
BUSINESS ADDRESS: 150 N. Wacker Dr. Ste 620
Chicago, IL 60606
BUSINESS TELEPHONE: 312-577-7532 FAX NUMBER: 877-306-6791
CONTACT PERSON: Chris Remily, Accounts Manager
FEIN: 52-1590951 *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

**SIGNATURE OF PRESIDENT: *Kevin Hawley*

ATTEST: *BRU* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
19th day of Dec., 2013

**ROSE ANN STEPANEK
NOTARY PUBLIC MD
MY COMMISSION
EXPIRES DEC. 14 2014**

My commission expires: _____

x *Rose Ann Stepanek*
Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

Maxim Healthcare Services, Inc.
Board of Directors
10/12/09

James C. Davis (Chairman)
7301 Parkway Drive
Hanover, MD 21076
410-579-3000

William Bradley Bennett (CEO)
7227 Lee Deforest Drive
Columbia, MD 21046
410-910-1500

Randall D. Sones
7301 Parkway Drive
Hanover, MD 21076
410-579-3000

Eugene Peter Urbanowicz
c/o Alvarez & Marsal,
2001 K Street, NW
Suite 803
Washington, DC 20006
202-729-2121

Frederick M. Hudson
2110 West Joppa Rd
Lutherville, MD 21093
410-321-1353



Certified Resolution of Corporate Board

I, the undersigned, hereby certify that I am the Chief Financial Officer of Maxim Healthcare Services, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Maryland; that the following is a true copy of resolutions duly adopted by the Board of Directors of said Corporation; and that such resolutions conform to the provisions of the bylaws of the Corporation, are not inconsistent with its charter, and are in full force and effect and have not been amended or rescinded.

RESOLVED that the corporation hereby designates that **Kevin Haney, Asst. Controller** is hereby authorized to enter into and execute any home health, staffing or wellness contract in the name of and on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of this Corporation, this 20th day of November 2013.



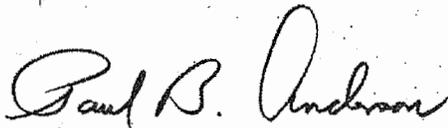
Bill Butz, Chief Financial Officer

STATE OF MARYLAND
Department of Assessments and Taxation

I, PAUL B. ANDERSON OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT MAXIM HEALTHCARE SERVICES, INC., INCORPORATED SEPTEMBER 02, 1988, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS APRIL 09, 2013.



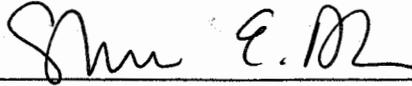
Paul B. Anderson
Charter Division



301 West Preston Street, Baltimore, Maryland 21201
Telephone Balto. Metro (410) 767-1340 / Outside Balto. Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice
Fax (410) 333-7097

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 10 DAY OF January, 2014.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1341-13197

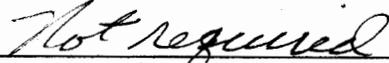
OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 63,000[~]
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)