

AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Special Meeting of the Board of Education
Board Room, Education Center
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
October 9, 2013
4:30-6:30 p.m.

Item

Time – Approximate

OPEN SESSION

Call the Meeting to Order

Public Comment on Items on Agenda

NOTICE

Members of the public will be provided an opportunity to directly address the governing board about the item described in this notice prior to consideration of the item. If you wish to address the Board, please do so when the item is called. Presentations will be limited to a maximum of three (3) minutes, with a total of thirty (30) minutes designated for public comment on an item. Time limitations are at the discretion of the President of the Board of Trustees. Individuals with questions or comments on general school district issues may address those issues at a regularly scheduled meeting. Please note that Board meetings are recorded.

PLEDGE OF ALLEGIANCE

DISCUSSION/ACTION ITEMS

1. Finance Committee Bylaws
2. California School Boards Association 2013-14 Membership Dues

ACTION ITEMS

3. Ratification of Contracts, Item 31, #1, Carried Over from 10-1-13 Board Meeting
4. Fee for Service Agreements with Maxim Staffing Solutions and Valley Health Systems, Carried Over from 10-1-13 Board Meeting

CLOSED SESSION

5. Conference with Labor Negotiators

Agency designated representatives: Glen De Graw, Richard Fagan,
Steven M. Ladd, Karen Rezendes

Employee Organization: All Elk Grove Unified School District
Bargaining Units

OPEN MEETING

Announcement of Action Taken in Closed Session

ADJOURNMENT

AMERICAN WITH DISABILITIES COMPLIANCE NOTICE

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board Secretary, Arlene Hein, at (916) 686-7700. Notification of at least 24 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodation, auxiliary aids or services.

DOCUMENT AVAILABILITY

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in District office located at 9510 Elk Grove-Florin Road, Elk Grove, CA during normal business hours.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 1

Board Agenda Item

Supplement No. _____

Meeting Date October 9, 2013

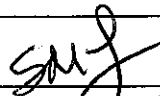
Subject: Finance Committee Bylaws **Department:** Board of Education

Action Requested: the Board of Education is requested to engage in a discussion and make any changes the Board wishes to make.

Discussion:

It was requested by the Board that the Finance Committee Bylaws be brought forward for the Board's review. Copies of the current Bylaw and the Committee's recommended changes are attached.

Financial Summary:

Prepared By: Steven M. Ladd Department Approval: _____
Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. 



ARTICLE I — NAME

Section 1: The name of the committee shall be the **Finance Committee**.

ARTICLE II — AUTHORITY

Section 1: The Board of Education may establish a Finance Committee at its discretion.

ARTICLE III — FUNCTION

Section 1: The Finance Committee shall serve the Elk Grove Unified School District Board of Education in an advisory capacity on matters pertaining to District finances. The functions of the Finance Committee shall be:

- A. To review the annual budget and interim financial reports and provide comment when deemed necessary..
- B. To provide opinions on current fiscal strategies for the district.
- C. To identify potential fiscal problems and refer them to the Superintendent and staff for analysis.
- D. To provide an annual written report of the Committee’s activities to the Board.
- E. To provide any oral presentations to the Board of Education at the Board’s request or at the Committee’s initiative.
- F. To serve as an ad hoc resource for specific research or study as requested by the Board and/or Superintendent.

ARTICLE IV — MEMBERSHIP

Section 1: The membership of the Finance Committee will be established as follows:

<i>Committee Members—Voting</i>		<i>Number</i>
1.	Community members (one appointed by each board member).....	7
2.	Community members (three appointed by the Superintendent).....	3
<i>Committee Members—Non-Voting</i>		
3.	One student representative appointed by each comprehensive high school (each school shall also appoint an alternate representative)	9
4.	Director of Fiscal Services	1
5.	Recording Secretary	1
6.	Participation of Cabinet members or Program Managers as required or requested by the Finance Committee	

ARTICLE V — TERM OF MEMBERSHIP

- Section 1: Student representatives and alternates will serve a one-year term which shall commence on September 1 and expire at the end of the school year of service. Student representatives and/or alternates may be appointed for successive terms.
- Section 2: Committee members will serve in two-year staggered terms which commence on February 1 and may be reappointed for additional terms as long as it is mutually agreeable to the member and to the Board member/Superintendent making the appointment. Board members whose terms expire in November will appoint Committee members with the same expiration date to initiate the staggered terms.
- Section 3: A Committee member may resign prior to the end of a term by providing written notification to the Board of Education President, with copies to the Director of Fiscal Services and the individual who appointed them.

ARTICLE VI — STAFF LIAISON

- Section 1: The Superintendent shall appoint a Staff Liaison for the Finance Committee. The Staff Liaison will be the Director of Fiscal Services.
- Section 2: The duties of the Staff Liaison are:
- A. To ensure a recording secretary is present at all meetings to take minutes;
 - B. To notify Committee members of their appointments and business;
 - C. To take charge of all documents belonging to the Committee;
 - D. To call a meeting to order, in the absence of the chairperson or to assist the chairperson; to preside until the election of a chairperson pro tem;
 - E. To notify all members of meetings;
 - F. To coordinate and prepare required correspondence as directed;
 - G. To coordinate and schedule staff presentations to the Committee;
 - H. To perform other appropriate staff duties as requested by the Chair.

ARTICLE VII — VACANCIES

- Section 1: The Staff Liaison will inform the Board of all Committee vacancies. The Board member or Superintendent shall then appoint a replacement member to the Committee in the same manner that initial selections are made.
- Section 2: Replacement members will be appointed as needed to complete unfilled terms.

ARTICLE VIII — OPERATING RULES

- Section 1: The Finance Committee shall establish, modify, and endorse Committee operating rules for the selection of a chairperson, attendance requirements, meetings, agendas, minutes, meeting rules, and voting requirements.
- Section 2: The Staff Liaison or designee shall post agendas, meeting materials, and otherwise assist the Committee in complying with any applicable legal procedures.

ARTICLE IX — COMMITTEE BUDGET

- Section 1: The Finance Committee budget will be recommended by the Committee and approved by the Board.
- Section 2: A budget, in the amount to be determined, will be used to pay the cost of the recording secretary, printing of Committee business and postage.

Updated 10/9/00
08/15/05
10/07/10
3/18/13



FINANCE COMMITTEE OPERATING RULES

SELECTION OF CHAIRPERSON

The Committee shall elect a chairperson and a vice-chairperson at the first regular meeting of the calendar year to preside at meetings and to carry out other duties as assigned. A District secretary will be selected by the Staff Liaison to take minutes and perform other clerical duties for the committee.

ATTENDANCE

It is essential that a representative attend all meetings. Two unexcused absences will result in recommendation to the Board that a Committee member be replaced.

MEETINGS

Meeting shall be held at least four times per academic year. Additional meetings may be held at the discretion of the Finance Committee. Student Representatives will be invited to attend all meetings of the Finance Committee; a minimum of two meetings per academic year will be dedicated to student matters.

PREPARATION AND DISTRIBUTION OF AGENDA

Agendas will be prepared with input from Committee members and staff. Agendas and minutes will be distributed prior to each meeting to each member and staff representative by the Committee secretary under the direction of the Staff Liaison.

MINUTES

Minutes will be composed, prepared, and distributed to Committee members by the Committee secretary prior to each Committee meeting. Final minutes will be distributed to the Board of Education and to the administration.

RULES OF ORDER

Roberts Rules of Order will be used as a guideline but will not be strictly applied in order to maintain flexibility and to ensure that everyone has an opportunity to be heard.

QUORUM

A quorum will be 50% or more of the current voting members at the time of each meeting *is required to take any formal actions or to adopt final recommendations.*



ELK GROVE UNIFIED SCHOOL DISTRICT
FINANCE COMMITTEE BYLAWS

Recommended Changes

ARTICLE I — NAME

Section 1: The name of the committee shall be the **Finance Committee**.

ARTICLE II — AUTHORITY

Section 1: The Board of Education may establish a Finance Committee at its discretion.

ARTICLE III — FUNCTION

Section 1: The Finance Committee shall serve the Elk Grove Unified School District Board of Education in an advisory capacity on matters pertaining to District finances. The functions of the Finance Committee shall be:

- A. To review the annual budget and interim financial reports and provide comment when deemed necessary.
- B. To provide opinions on current fiscal strategies for the district.
- C. To identify potential fiscal problems and refer them to the Superintendent Board of Education and staff for analysis.
- D. To provide an annual written report of the Committee's activities to the Board.
- E. To provide any oral presentations to the Board of Education at the Board's request or at the Committee's initiative.
- F. To serve as an ad hoc resource for specific research or study as requested by the Board ~~and/or Superintendent.~~

ARTICLE IV — MEMBERSHIP

Section 1: The membership of the Finance Committee will be established as follows:

<i>Committee Members—Voting</i>	<i>Number</i>
---------------------------------	---------------

- | | |
|---|---|
| 1. Community members (one appointed by each board member)..... | 7 |
| 2. Community members (three appointed by the Superintendent at large by the | |
| Board) | 3 |

Committee Members—Non-Voting

- | | |
|--|---|
| 3. One student representative appointed by each comprehensive9 | 9 |
| high school (each school shall also appoint an alternate representative) | |
| 4. Director of Fiscal Services | 1 |
| 5. Recording Secretary | 1 |
| 6. Participation of Cabinet members or Program Managers as required | |
| or requested by the Finance Committee | |

ARTICLE V — TERM OF MEMBERSHIP

- Section 1: Student representatives and alternates will serve a one-year term which shall commence on September 1 and expire at the end of the school year of service. Student representatives and/or alternates may be appointed for successive terms.
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- Section 2: Replacement members will be appointed as needed to complete unfilled terms.

ARTICLE VIII — OPERATING RULES

- Section 1: The Finance Committee shall establish, modify, and endorse Committee operating rules for the selection of a chairperson and vice-chairperson, attendance requirements, meetings, agendas, minutes, meeting rules, and voting requirements.
- Section 2: ~~The Staff Liaison or designee shall post agendas, meeting materials, and otherwise assist the Committee in complying with any applicable legal procedures. Specifically, meetings of the committee shall be conducted in accordance with the California open meetings law known as the Brown Act (Governance Code sections 54950-54963). The Staff Liaison or designee shall post agendas (hard copy and online), meeting materials, and otherwise assist the Committee in complying with these procedures.~~
- Section 3: The Finance Committee Bylaws shall be amended by the Board of Education. The Finance Committee may make recommendations for Bylaw changes to the Board of Education.

ARTICLE IX — COMMITTEE BUDGET

- Section 1: ~~The Finance Committee budget will be recommended by the Committee and approved by the Board.~~
- Section 2: ~~A budget, in the amount to be determined, will be used to pay the cost of the recording secretary, printing of Committee business and postage.~~

Updated 10/9/00
08/15/05
10/07/10
3/18/13
9/24/13



FINANCE COMMITTEE OPERATING RULES

SELECTION OF CHAIRPERSON

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Meeting shall be held at least four times per academic year. Additional meetings may be held at the discretion of the Finance Committee. Student Representatives will be invited to attend all meetings of the Finance Committee; a minimum of two meetings per academic year will be dedicated to student matters.

PREPARATION AND DISTRIBUTION OF AGENDA

Agendas will be prepared with input from Committee members and staff. Agendas and minutes will be distributed prior to each meeting to each member and staff representative by the Committee secretary under the direction of the Staff Liaison.

MINUTES

Minutes will be composed, prepared, and distributed to Committee members by the Committee secretary prior to each Committee meeting. Final minutes will be distributed to the Board of Education and to the administration within one week of approval by the Committee.

RULES OF ORDER

Roberts Rules of Order will be used as a guideline but will not be strictly applied in order to maintain flexibility and to ensure that everyone has an opportunity to be heard at all meetings.

QUORUM

A quorum will be 50% or more of the current voting members at the time of each meeting is required to take any formal actions or to adopt final recommendations.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 2

Board Agenda Item

Supplement No. _____

Meeting Date October 9, 2013

Subject:

California School Boards Association – 2013-14 Membership Dues

Division:

Superintendent

Action Requested:

The Board of Education is requested to consider California School Boards Association (CSBA) membership dues for participation in various programs and services in 2013 -14.

Discussion:

Membership in the California School Boards Association (CSBA) includes the opportunity to participate in policy services, leadership development and district and financial services provided by the organization. The 2013-14 membership billing for the Elk Grove Unified School District is as follows:

CSBA Membership Dues 2013-14	\$ 18,039.00
Educational Legal Alliance Dues 2013-14	\$ 4,510.00
Gamut Online 2013-14	\$ 5,000.00
Manual Maintenance 2013-14	\$ 5,850.00
 Total CSBA Membership Billing for 2013-14	 \$ 33,339.00

Membership dues enable CSBA to train school governance leaders; monitor State Board of Education activities and represent local board interests at SBE meetings; and develop and issue policy briefs on Common Core, school safety, student wellness, block grants, charter schools, and state mandates. In addition, CSBA continues to advocate against state budget cuts and for adequate funding for schools, initiates and participates in litigation of statewide significance to all schools and students, predesigned the GAMUT Online policy information system to streamline the board policy development and updating process, and developed and/or updated nearly 70 sample board policies, regulations, bylaws and exhibits.

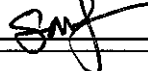
Financial Summary:

The total cost of membership dues (\$33,339.00) is included in the Board of Education's 2013-14 budget.

Prepared By _____

Division Approval: _____

Prepared By: Steven M. Ladd, Ed.D. 

Superintendent Approval: 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 3
 Supplement No. _____
 Meeting Date: October 9, 2013

Board Agenda Item

Subject: Ratification of Contracts
Department: Fiscal Services

Action Requested:
 The Board is asked to ratify contracts which have been signed by authorized district staff, in accordance with Board Policy 3312-Contracts.

Discussion:

Under current Board Policy 3312 “contracts under the bid limits can be approved by the Designated Personnel, subject to Board ratification”. Staff recommends that the Board ratify the contract below, which is under the bid limit of \$83,400 and has been approved by authorized district staff.

Copy of the contract is on file with Fiscal Services, should you wish to review it in detail.

	Agreement With	Services Provided	Term of Agreement	Department	Funding Source	Amount
1.	Child Abuse Prevention Council of Sacramento, Inc.	Support services for foster youth utilizing AmeriCorps	9/17/2013-9/15/2014	Student Support & Health Services	Title I Neglected	\$21,578

Financial Summary:
 Please see funding information provided above.

Prepared By: Carrie Hargis *Carrie Hargis* Division Approval: Rich Fagan *[Signature]*
 Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. *[Signature]*

Board Agenda Item

Subject: _____ **Department:** Student Support & Health Services
Fee for service agreements with Maxim Staffing Solutions and Valley Healthcare Systems to provide agency staff as needed for medically fragile students' health care needs for the 2013-2014 school year.

Action Requested:
The Board is requested to approve the renewal of the fee for service agreements between Elk Grove Unified School District and Maxim Staffing Solutions and Valley Healthcare Systems for the provision of additional healthcare staffing from these agencies when needed for medically fragile children in the 2013-2014 school year.

Discussion:
Currently, the Elk Grove Unified School District has 62 children who are classified as "medically fragile." The law requires that school districts provide safe and appropriate care throughout the school day. The agency staff from these agreements supplement district employees that provide the same services (Health Assistants and School Nurses), as student enrollment with medical needs expand and contract. These services include, but are not limited to: monitoring children with seizures; monitoring of diabetes and administering of insulin; monitoring and healthcare services for conditions of pituitary, adrenal and immune system disorders; administering medications; administering Diastat for seizures (rectal administration); injections of epinephrine via epi-pen for severe allergic reactions; tracheostomy care; monitoring blood oxygen levels; monitoring blood glucose levels; g-tube feeding (gastrostomy tube through the abdomen that deliver nutrition); catheterization, etc..

These agreements allow for rapid expansion and contraction of staff to meet the fluctuating and unpredictable health care needs of students. They allow EGUSD Health Services to provide mandated and immediate healthcare services to a newly enrolled medically fragile student or a newly diagnosed student needing health care services (documented by Doctor orders and in consultation with the district school nurses) with pre-screened, qualified, and legally required licensed staff. They also allow immediate reduction of staff when students leave the district or only need specialized services for short-term care.

Financial Summary:
These are ongoing "fee for service" agreements between Maxim Staffing Solutions and Valley Healthcare System with the Elk Grove Unified School District; funding is provided by Special Education and the General Fund broken down by the percentage of time each agency staff person serves each student and based on the student's program - special education or regular education (including those with Section 504 plans). Depending on student needs, the number of students (expansion and contraction), and length of services, costs for both agreements range between \$60,000 and \$300,000. The agreements have been reviewed and approved as to form and content by EGUSD Fiscal Services and meet all EGUSD criteria.

Prepared By: Rebecca Santos **Department Approval:** Tom Jenkins
Prepared By: Carl J. Steinauer **Superintendent Approval:** _____



AGREEMENT AMENDMENT

This Amendment (hereinafter "Amendment") to the Facility Staffing agreement (hereinafter "Agreement") is entered into this 28 day of January, 2013, by and between Elk Grove Unified School District located at 9510 Elk Grove-Florin Road, Elk Grove CA 95624, referred to in this Agreement as "FACILITY," and Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2020 Hurley Way Suite 110 Sacramento, CA 95825, referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY and MAXIM entered into the Agreement, with an effective date of August 13th 2008.

WHEREAS, FACILITY and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to amend the Agreement to reflect the following terms and conditions.

The following rates shall be applicable as of the Effective Date listed below:

Service	Rate
Instructional Aide	\$28
LVN/RN	\$40
District RN	\$56

The terms and conditions of this Amendment are effective as of agreement being signed, dated and executed by both parties . All other terms and conditions will remain unchanged as stated in the Agreement.

FACILITY and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

ELK GROVE UNIFIED SCHOOL DISTRICT

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

Carrie Hargis
Signature

Signature

Carrie Hargis, Director of Fiscal Svcs.
Printed Name & Title

Printed Name & Title

~~February~~, 2013 May 15, 2013
Date

Date

*WR/LO
2/15/13*



FACILITY STAFFING AGREEMENT

This Facility Staffing Agreement (hereinafter "Agreement") is entered into this 13 day of August, 2008, by and between Elk Grove Unified School District located at 8510 Elk Grove-Florin Road Elk Grove, Ca 95624, referred to in this Agreement as "FACILITY," and Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2020 Hurley Way Suite 110 Sacramento, Ca 95825 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY operates a School District located in Ca and wishes to engage MAXIM to provide personnel to supplement FACILITY's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to FACILITY.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 **Term.** This Agreement will be in effect for one (1) year and will continue indefinitely until terminated pursuant to Section 1.2 of this Agreement.

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

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 **Services.** MAXIM will, upon request by FACILITY, provide one or more licensed health care providers (i.e. LPNs, LVNs, RNs, CNAs) as specified by FACILITY (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel.

Section 2.2 **Personnel.** MAXIM will supply FACILITY with Personnel who meet the following criteria and will provide evidence of the following to FACILITY upon written request:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by FACILITY to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by FACILITY to comply with applicable law.

- 4) Possess proof of pre-employment screening to include a TB skin test or chest X-ray, professional references, criminal background check(s) (and drug screenings as requested in writing).
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individual it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by FACILITY.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to FACILITY are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify FACILITY in writing of its intent to use subcontractors and will obtain written approval from FACILITY. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to FACILITY if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to FACILITY. Any Personnel provided to FACILITY by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance.

Section 2.6 Record Access. In instances where FACILITY is Medicare and/or Medicaid certified, MAXIM agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after the date on which such services were furnished under this Agreement.

ARTICLE 3. RESPONSIBILITIES OF FACILITY

Section 3.1 Orientation. FACILITY will promptly provide MAXIM Personnel with an adequate and timely orientation to FACILITY. FACILITY shall review instructions regarding confidentiality (including patient and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the FACILITY as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the FACILITY'S specific policies and procedures provided to MAXIM for such purpose.

Section 3.2 Requests for Personnel. FACILITY will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt

arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by FACILITY at the time of the initial call.

- Section 3.3 Short-notice Requests.** MAXIM will bill FACILITY for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.4 Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.5 Responsibility for Patient Care.** FACILITY retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at FACILITY, FACILITY agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. FACILITY understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the FACILITY to render temporary service(s) and are not assigned to become employed by the FACILITY. The FACILITY further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that FACILITY, or any affiliate, subsidiary, department, or division of FACILITY hires, employs or solicits MAXIM Personnel, FACILITY will be in breach of this Agreement. FACILITY agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM liquidated damages equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekly Hourly Pay Rate x 2080 Hours x 30%).
- Section 3.7 Non-Performance.** If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.
- Section 3.8 Right to Dismiss.** FACILITY may request the dismissal of any MAXIM Personnel for any reason. FACILITY agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.
- Section 3.9 Float Policy.** Subject to prior written notification, FACILITY may reassign Personnel to a different FACILITY department, unit, facility, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If FACILITY Floats Personnel, the Personnel must perform the

duties of the revised assignment as if the revised assignment were the original assignment. FACILITY will provide the Personnel with additional orientation regarding the Float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the Float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification.

Section 3.10 Insurance. FACILITY will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. FACILITY will give MAXIM prompt written notice of any material change in FACILITY coverage.

Section 3.11 Incident Reports. FACILITY shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the Services provided by Personnel) if the incident may have an adverse impact on the FACILITY and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor FACILITY will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to FACILITY every week for Personnel provided to FACILITY during the preceding week. Invoices shall be submitted to the following address:

Elk Grove Unified School District
5510 Elk Grove-Florin Road
Elk Grove, Ca 95624
ATTN: Rebecca Santos

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

Section 5.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 Rate Change. MAXIM will provide FACILITY at least thirty (30) days advance written notice of any change in rates.

ARTICLE I. GENERAL TERMS

Section 5.1 Independent Contractors. MAXIM and FACILITY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor FACILITY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 5.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 5.3 Indemnification. MAXIM agrees to indemnify and hold harmless FACILITY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement.

Section 5.4 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 5.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Elk Grove Unified School District
9510 Elk Grove Florin Road
Elk Grove, Ca 95825
ATTN: Rebecca Santos

Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21048
ATTN: Contracts Department

COPY TO:

Maxim Staffing Solutions
2020 Hurley Way Suite 110
Sacramento, Ca 95825
ATTN: Jordan Buhagiar

Section 5.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

- Section 5.7 **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between FACILITY and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 5.9.
- Section 5.8 **Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of FACILITY is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of FACILITY to request Personnel shall result in no penalty to FACILITY of any party claiming by or through it and shall not constitute a breach of this Agreement.
- Section 5.9 **Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify FACILITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 5.10 **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 5.11 **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 5.12 **Confidentiality.** The parties agree to keep the terms and conditions of this Agreement, and any information exchanged or obtained hereunder strictly confidential, and not to disclose such information and materials to any third party, except pursuant to a court order or applicable law, rule or regulation.
- Section 5.13 **Limitation on Liability.** Neither MAXIM nor FACILITY will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

- Section 7.1 **HIPAA Compliance.** In instances where MAXIM receives Protected Health Information, (herein referred to as "PHI") in connection with the services provided to FACILITY, MAXIM and FACILITY agree that they shall each:
 - 1) comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder.
 - 2) not use or further disclose any PHI concerning a client/patient other than as permitted by this Agreement, the requirements of HIPAA and/or

applicable federal regulations. Both Parties shall implement appropriate safeguards to prevent the use or disclosure of a client's/patient's PHI other than as provided for by this Agreement.

- 3) promptly report any violations, use and/or disclosure of a client's/patient's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Section 7.2 Breach of Confidentiality. In the event that either party is in breach of any provision(s) of this Article and Section 6.12 of this Agreement, it shall immediately advise the opposite party and take steps to remedy such breach, including, but not limited to protecting against the consequences of any disclosure or use of PHI in violation of this Agreement. Both parties acknowledge that use or disclosure of the PHI, in any manner inconsistent with this Agreement, may result in irreparable and continuing damage and that the party damaged by the disclosure shall have the right to seek legal and equitable relief, including injunctive relief, without the necessity of posting bond or other security necessary to protect against any such breach or threatened breach, including, without limitation, injunctive relief.

FACILITY and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

ELK GROVE UNIFIED SCHOOL DISTRICT:

 Signature
 JEFFREY L. MARKIN

 Printed Name & Title
 Director, School Services

 Date
 8/20/08

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

 Signature
 Mike Henelt Regional Controller

 Printed Name & Title

 Date
 9/20/08

**ATTACHMENT A
MAXIM STAFFING SOLUTIONS
FACILITY STAFFING RATES FOR
ELK GROVE UNIFIED SCHOOL DISTRICT**

Charges will be based on the following hourly rate schedule effective August 13, 2008:

Service	Weekday Rate	Weekend Rate
RN	\$58	\$66
LVN	\$50	\$50
*Visit	\$125	\$125

* Visit applies to any RN or LVN services between 0-2 hours. In addition, no minimum hourly requirements will apply

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and ending at 7:00 a.m. on Monday.

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

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Holidays. Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

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

ELK GROVE UNIFIED SCHOOL DISTRICT:

[Signature]
 Signature
 Jeffrey L. Mackov
 Printed Name & Title
 Director, PERSONAL SERVICES
 8/20/08
 Date

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

[Signature]
 Signature
 Mike Heneit, Regional Controller
 Printed Name & Title
 8-2-08
 Date

AGORD CERTIFICATE OF LIABILITY INSURANCE

DATE ISSUED (MM/DD)
7/3/2008

PRINCE (619) 535-9130, Fax (619) 524-2911
Altus Partners, Inc.
 819 Comstock Road
 Building 3, Suite 111
 Rosemont CA 95060
 Maxia Healthcare Services, Inc.
 1227 Lee DeForest Drive
 Columbia MD 21046

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER: Underwriters at Lloyd's	
INSURER: Travelers Property	
INSURER: A.I. South Insurance Co.	
INSURER:	
INSURER:	

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICY NUMBER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	990790997	11/30/2007	11/30/2008	EACH OCCURRENCE \$ 7,000,000 DAMAGE TO RENTED PREMISES \$ 4,000,000 MED EXP (per occurrence) \$ 2,000 PERSONAL AND ADJUDICATED \$ Included GENERAL AGGREGATE \$ 7,000,000 PRODUCTS/COMPLETED OPERATIONS \$ 7,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Lib. <input checked="" type="checkbox"/> \$4,000,000 PER GEN'L AGGREGATE LIMIT APPLIES HERE				Products Exclusion
B	AUTOMOBILE LIABILITY	030-3672A760-21A-07	12/30/2007	12/30/2008	COMBINED SINGLE LIMIT \$ 1,000,000 SOLELY INJURY SOLELY INJURY PROPERTY DAMAGE
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO OWN AUTO OWN
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO OWN AUTO OWN
	<input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> EXCESS <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFESSIONAL LIABILITY EXCLUDED? SPECIAL PROVISIONS OTHER	3144963	11/30/2007	11/30/2008	\$1,000,000 PER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS, LOCATIONS AND EXCLUSIONS ADDED BY ENDORSEMENT(S) SPECIAL PROVISIONS
 Certificate is issued as evidence of insurance per the policy terms, conditions, and exclusions. Elk Grove Unified School District is an additional insured on the general liability insurance policy per the written agreement.

CERTIFICATE HOLDER Elk Grove Unified School District Attn: Marlin Robbins 9510 Elk Grove-Florin Road Elk Grove, CA 95624	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURING COMPANY WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPROVE NO CANCELLATION OR LIABILITY OF ANY KIND UPON THE UNDERSIGNED OR AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Kathryn Swisher/KAS <i>Kathryn Swisher</i>
---	---

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2008

PRODUSER (610) 526-9130 FAX: (610) 526-2011
 Altus Partners, Inc
 919 Conestoga Road
 Building 3, Suite 111
 Rosemont PA 19010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Maxim Healthcare Services, Inc.
 7227 Lee DeForest Drive
 Columbia MD 21046

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Underwriters Lloyd's	
INSURER B: Travelers Property	25674
INSURER C: AI South Insurance Co	40258
INSURER D:	
INSURER E:	

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE (NAIC CODE)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab <input checked="" type="checkbox"/> \$4,000,000 SIR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	YB0700807	11/30/2008	11/30/2009	EACH OCCURRENCE \$ 7,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$ 4,000,000 MED EXP (ANY ONE PERSON) \$ 2,000 PERSONAL & ADVISORY \$ Included GENERAL AGGREGATE \$ 7,000,000 PRODUCTS-COMP/PROP AGG \$ 7,000,000 Products Exclusion
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	630-5672A760-TIL-08	11/30/2008	11/30/2009	COMBINED SINGLE LIMIT (EA OCCUR) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, date of the order SPECIAL PROVISIONS apply	4801221	11/30/2008	11/30/2009	<input checked="" type="checkbox"/> NO STATE TORY LIMITS <input type="checkbox"/> OTHER EL: EACH ACCIDENT \$ 1,000,000 EL: DISEASE - EA EMPLOYEE \$ 1,000,000 EL: DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate is issued as evidence of insurance per the policy terms, conditions, and exclusions.

CERTIFICATE HOLDER
 FOR INFORMATION PURPOSES ONLY

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Christopher *Christopher A. Pongora*

AGREEMENT FOR
SUPPLEMENTAL STAFFING AGENCIES

This Agreement is entered into this January 30, 2013 by and between Elk Grove Unified EGUSD District and Valley Healthcare Systems, Inc. ("Agency").

ARTICLE I

RECITALS

1.1 EGUSD District. Elk Grove Unified EGUSD (EGUSD) is licensed as a general education School.

1.2 Agency. Agency is licensed as a health registry and is qualified to make available health professionals, upon request of EGUSD for the provision of quality services at EGUSD. Health professionals shall be referred to collectively herein as "Agency Employee(s)".

1.3 Purpose of This Agreement. The purpose of this Agreement is to set forth the terms and conditions pursuant to which Agency shall provide Agency Employees to EGUSD upon request from EGUSD.

NOW, THEREFORE, EGUSD and Agency hereby agree as follows:

ARTICLE II

SERVICES

2.1 Provision of Agency Employees: Preassignment Screening. Upon request by EGUSD, Agency shall use its best efforts to assign temporary Agency Employee(s) to EGUSD in full compliance with all the provisions of this Agreement. Agency shall carefully screen Agency Employee(s) to determine their qualifications and competence prior to referring Agency Employee(s) to EGUSD. This screening by Agency shall include, but not be limited to, obtaining all pertinent information (hereinafter "Preassignment Screening Information") concerning the past employment, licensure, certifications, education and professional skills of Agency Employee(s). In addition, EGUSD may, in its sole discretion require Agency to conduct a full background/criminal record check on the Agency Employee to be assigned at EGUSD, the costs of which shall be absorbed by Agency. All Preassignment Screening Information shall be made immediately available to EGUSD by Agency upon request by EGUSD.

2.2 Qualified Agency Employees. Agency agrees to provide EGUSD competent personnel (hereinafter "Qualified Agency Employees") as requested by EGUSD to meet EGUSD's supplemental staffing needs.

The existence of the required work experience, licensure and/or professional certification, and the results of a background/criminal record check shall be confirmed by Agency when it acquires the Preassignment Screening Information from Agency Employee(s). EGUSD shall have the right to demand proof from Agency that any individual assigned to Hospital by Agency satisfied the criteria for "Qualified Agency Employees," and EGUSD shall also have the right, in its sole discretion; to reject the assignment of any Individual who it deems fails to satisfy the criteria for Qualified Agency Employee.

2.3 Availability. Agency agrees to have Agency Employee(s) available for EGUSD twenty-four (24) hours per day, seven (7) days per week. Agency's obligation to provide requested Agency Employee(s) is limited by the availability to Agency of Qualified Agency Employee who are ready, willing and able to accept a EGUSD assignment.

2.4 Work Reduction- N/A

2.5 Patient Care. Pursuant to Section 70711 of Title 22, Agency understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, Agency shall conduct its activities in providing Services hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Title 22, the standards and requirements under the Joint Commission for Accreditation of Healthcare Organizations, professional standards, Hospital philosophy and values. The parties understand and agree that this provision is intended to fulfill requirements of Joint Commission and state law and is not intended to modify the independent contractor relationship nor mutual indemnification requirements between the parties herein.

ARTICLE III

QUALIFICATIONS

3.1 Agency Qualifications. Agency shall meet the following qualifications:

3.1.1 Licensure. Agency must maintain licensure in good standing as a health care support organization pursuant to any applicable federal laws and the laws of the state of Nevada;

3.1.2 Warranty. Agency must warrant at all times during the effectiveness of this Agreement that Agency Employees who provide services to Hospital pursuant to this Agreement shall be educated, trained, and licensed to provide the requested services as well as meet the general employee and other requirements of Hospital and as set forth herein:

3.1.3 Quality Assurance/Peer Review. Agency shall accept responsibility for and maintain an active quality assurance/peer review program, which meets Joint Commission requirements, for its employees and the services they provide to Hospital. Further, Agency agrees to provide Hospital with documentation evidencing

such activities upon reasonable request;

3.1.4 OSHA Compliance. To comply with OSHA regulations concerning Occupational Exposure to Bloodborne Pathogens, Agency shall have the following in effect:

3.1.4.1 Exposure Determination. Record of Agency Employees having or likely to have direct exposure to blood/other potentially infectious fluids.

3.1.4.2 Training and Education. Of Employees Record of employees participation in an education and training program upon orientation and annually thereafter. The training program shall contain the following elements:

3.1.4.2.1 Explanation of epidemiology, clinical presentation, modes of transmission of HBV/HIV;

3.1.4.2.2 Information on HBV vaccine, efficacy, safety and benefits;

3.1.4.2.3 Explanation of use and limitations of methods of control which may prevent/reduce exposure, including the universal precautions, personal protective equipment, and work practices;

3.1.4.2.4 Infectious waste handling and disposal;

3.1.4.2.5 Explanation of Biohazard/biological hazard symbol and color-coded systems for identification of biological hazard; and

3.1.4.2.6 Explanation of procedure to follow if an exposure incident occurs and available medical follow-up.

3.1.4.3 Hepatitis B Vaccine: Record of Agency Employee vaccination or declination of HBV vaccine.

3.2 Qualified Agency Employee Qualifications. All individuals providing services pursuant to this Agreement shall meet the following Qualified Agency Employee qualifications:

3.2.1 Licensure and Experience. All individuals providing services pursuant to this Agreement shall be licensed or certified, as appropriate, to provide the services described herein. And preferably have at least one (1) year of prior work experience in a United States hospital in the specialty area to which they would be assigned at Hospital;

3.2.2 CPR Certification. All individuals providing services pursuant to this Agreement shall be certified with respect to providing cardiopulmonary resuscitation (CPR);

3.2.3 Health Examination and Immunizations. Agency shall provide Hospital with proof of Immunization, health examinations, and tests required by Hospital, including but not limited to health examination (required annually), Tuberculosis

screening (required annually), Hepatitis B or declination statement and Varicella history for individuals providing services pursuant to this Agreement.

3.2.4 Non-Employee of EGUSD. Individuals providing services pursuant to this Agreement shall not be hospital employees presently and shall not have been for twelve (6) months previous to the time when services are provided.

3.2.5 Standard of Care. Individuals shall be qualified for provision of services pursuant to this Agreement only in the event that they provide care consistent with the scope of their individual licensure, the scope of their individual training and education and consistent with EGUSD policy and procedure, rules and regulations, and directions of EGUSD staff.

3.2.6 Confidentiality. Individuals providing services pursuant to this Agreement shall maintain the confidentiality of all information and medical records associated with patient care at EGUSD as well as maintaining the confidentiality of any quality assurance/peer review activities which they participate in or learn of regarding EGUSD.

3.2.7 Additional Qualifications. Individuals providing services pursuant to this Agreement shall at all times provide services in a manner consistent with relevant law, regulation, accreditation standards, professional standards, EGUSD policy and procedure, and EGUSD philosophy and values. Further, such individuals shall at all times provide services in a manner consistent with relevant standards for such services, including but not limited to those within Title 22. Joint Commission for Accreditation of Health care Organizations, Medicare regulations, and the standards of practice for allied health professionals.

ARTICLE IV

AGENCY HIRING, EVALUATION, AND DISCIPLINE OF AGENCY EMPLOYEE(S)

4.1 Skills Test. EGUSD may, in its sole discretion, require Agency Employees to take Hospital's medication and clinical skills test if applicable. All Agency Employees are subject to approval by EGUSD prior to placement. Agency Employees will professionally, ethically and diligently carry out their responsibilities hereunder in order to serve the best interest of EGUSD and EGUSDs students.

4.2 Screening. All Agency Employees supplied by Agency shall be appropriately screened by Agency in accordance with the terms of this Agreement and policies and procedures consistent with the then-current published standards of the Joint Commission on Accreditation of Health care Organizations.

4.3 Non-Discrimination. Agency shall not unlawfully discriminate against its employees, contractors, staff or agents and will fully comply with any and all applicable local, state and federal anti-discrimination and employment-related regulations, statutes and judicial decisions. In the event that any court, enforcement agency, government entity arbitrator or other adjudicator finds for purposes of employment discrimination liability that Agency Employees are joint employees of Agency and EGUSD, Agency

shall pay the costs of EGUSD's legal defense and fully indemnify hospital against any and all legal claims asserted against EGUSD or EGUSD's employees, that are predicated in any manner on such a finding of joint employment per the terms of all the indemnification provisions of this Agreement.

4.4 Documentation. The following documentation must be available to EGUSD by Agency, or Agency must cause Agency Employees to provide, for all Agency Employees:

- (a) Proof of current original licensure and appropriate certification in the state of California.
- (b) Proof of a minimum of one (1) year preferred experience (including agency experience) in a school setting within three (3) years of assignment to EGUSD.
- (c) Proof of current/valid CPR certification.
- (d) Proof of annual in-service education in fire, safety, and infection control. (Wages for time spent in all in-service education required under this Agreement re at the sole expense of Agency and shall not be charged to EGUSD)
- (e) Proof of compliance with applicable immigration laws and maintenance of current 1-9 documentation.
- (f) Minimum of two (2) professional references (on file at Agency and available for Hospital review upon request).
- (g) Copies of each category exam and the acceptable passing scores for such exams.
- (h) Agency Employee(s) must be able to speak, write and read the English language sufficiently to communicate with patients and staff and to complete required documentation.
- (i) Each Agency Employee(s) shall present upon arrival at EGUSD and wear, if required, a photograph identification supplied by Agency or such Agency Employee shall be deemed "not qualified" under the terms of this Agreement.
- (j) Negative 10 panel drug screen within the last 12 months
- (k) OIG Exclusions verification

4.5 Dress Code. EGUSD shall communicate its dress code requirements to Agency. Agency Employees assigned to EGUSD must comply with these requirements or they shall be considered as failing to satisfy the criteria for A Qualified Agency Employee under the terms of this Agreement

4.6 Evaluation. At the request of the EGUSD, Agency shall make available a legible copy of the most recent performance evaluation of the Agency Employee assigned to EGUSD.

4.7 Investigation of Complaint. Agency shall immediately investigate any complaint against Agency Employee received by Agency or EGUSD or made by EGUSD. A written report, stating the investigative findings and Agency's action, shall be filed with EGUSD within ten (10) working days of the complaint. EGUSD shall have no obligation to pay Agency for time worked by Agency Employee in such time involving misconduct by Agency Employee. For offenses resulting in a state licensing board of investigation, hearing or other proceeding, all investigative and hearing expenses will be borne by Agency. Such investigations shall not involve EGUSD staff, employees, medical staff, volunteers, agents, etc., or records. No permission is hereby granted to

Agency for access to EGUSD records.

4.8 Removal of Qualified Agency Employee. If in the sole discretion of EGUSD, any individual assigned by Agency is incompetent, negligent, or has engaged in misconduct, EGUSD may require such Agency Employee to leave its premises and shall inform Agency of this action immediately. Agency will make every possible effort to replace such person with a qualified Agency Employee.

ARTICLE V

ASSIGNMENTS, TRAINING AND POLICIES AND PROCEDURES

5.1 Assignment: Scope of Services. EGUSD has and retains the sole discretion to assign duties, shifts, units, assignment, etc., to Agency Employee(s) during hours worked at EGUSD. Agency shall cooperate and assist Hospital in coordinating requests for service and scheduling of Agency Employees for service pursuant to this Agreement. Services rendered by Agency Employee(s) at EGUSD shall include normal duties for defined in the general job description of the Agency Employee in a EGUSD setting, direct patient care, documentation of such care, and communication and reporting to the other team members with respect to such patient care.

5.2 Reassignment. Agency Employee(s) initially requested for a particular area may be reassigned to other areas by EGUSD after arriving at EGUSD or at any time while working at EGUSD, subject to Agency Employee(s) professional qualifications. If Agency Employee(s) refuses an assignment and Agency Employee(s) has not commenced work, EGUSD shall not owe Agency any amounts in connection with said Agency Employee(s). If Agency Employee(s) refuses an assignment after commencing work, EGUSD shall owe Agency amounts only for actual hours worked by Agency Employee(s) and shall not owe any penalties or other fees as a result of any termination of Agency Employee(s) assignment.

5.3. Compliance with Law. While working at EGUSD, Agency Employee(s) must comply with all applicable state and federal laws and regulations (including Title 22), Joint Commission standards and with all EGUSD policies and procedures.

5.4 Orientation. Orientation is required by EGUSD and will entail a review of EGUSD's policies, procedures and equipment. Orientation will be waived for Agency Employee(s) who can show proof of working at the facility within the previous year or at the EGUSD discretion.

ARTICLE VI

EMPLOYMENT STATUS OF AGENCY EMPLOYEE(S)

6.1 Employment Status. Agency Employee(s) assigned by Agency to EGUSD under this Agreement are employees of Agency and are not employees or agents of EGUSD.

6.2 Employer Responsibility. Agency has, retains and will continue to bear sole, exclusive and total legal responsibility as the employer of Agency Employee(s). This responsibility shall include, but not be limited to, the obligation to ensure full compliance with and satisfaction of:

- a. All state and federal payroll, income and unemployment tax requirements
- b. All state and federal wage and hour requirements;
- c. All Workers' Compensation insurance requirements; and
- d. All other applicable state and federal employment law requirements arising from Agency's employment of Agency Employee(s), the assignment of Agency Employee(s) to EGUSD and/or the actual work of Agency Employee(s) at EGUSD.

6.3 Indemnification. Agency agrees to hold EGUSD harmless, pay the entire costs of EGUSD's legal defense and fully indemnify EGUSD against any and all legal claims asserted against EGUSD or EGUSD's employees, and/or liabilities imposed against EGUSD or EGUSD's employees, that are predicated in any matter on a finding by any court, enforcement agency, government entity, arbitrator or the adjudicator that Agency Employee(s) are joint employees of Agency and EGUSD.

ARTICLE VII

FEES AND INVOICING

7.1 Amount of Compensation. Rates charged to the EGUSD for each category of Agency Employee are listed in Exhibit A. These rates represent the entire rate to be charged to Hospital for Agency Employees and are not subject to adjustment for any reason, including but not limited to, overtime, premium pay, differentials, travel housing, etc.

7.2 Billing. Agency shall provide EGUSD with an itemized statement with respect to services rendered in the previous work week. Should EGUSD not provide specific, written instructions for billing statements, all invoices shall be serially numbered and shall contain the following information by specific EGUSD:

- a. Agency Employees name
- b. Week ending date of applicable work week
- c. Total hours worked
- d. Hourly rate
- e. Total charge
- f. Additional charges identified

Holiday rates listed on the rate schedule (Exhibit A) shall be applicable on the following holidays only:

7.3 Manner of Payment. EGUSD reserves the right to correct errors on invoices or bills and pay to Agency only corrected amounts, and EGUSD shall not be charged any penalties, interest, late fees, etc., on amounts deducted in good faith from any invoice. EGUSD shall pay to Agency undisputed amounts consistent with the billing statement provided by Agency as above. Such payment shall be made by EGUSD within thirty (30) calendar days of remittance of the billing statement referred to in Section 8.2 above. Such payment shall constitute compensation in full for services, travel reimbursement, meals and incidentals, lodging expenses, and any and all service expenses rendered pursuant to this Agreement. A charge in the amount of (1.5%) per full week or partial week, compounded on any outstanding balance shall be made on any and all amounts(s) past due.

7.4 Binding Agreement. Any assignees, successors or holders of Agency interest under this Agreement shall be bound by the terms of this Agreement in full, including Section 7.3 above.

ARTICLE XIII

INSURANCE

8.1 Insurance. Agency shall purchase and maintain during the duration of this Agreement and after the expiration of this Agreement as provided below. the following insurance coverage:

(a) Workers' Compensation. Workers Compensation and employer's liability coverage for Agency's legal and statutory obligations for damages due to bodily injuries either by accident or disease, occurring to Agency's employees, agents or servants as a result of employment.

(b) General Liability Insurance. General liability covering Agency, its agents, employees, and servants for bodily injury, personal injury, or property damage claims arising out of the premises, products or activities of Agency. Minimum limits of liability for the above coverage shall be two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate for bodily injury and property damage.

(c) Professional Liability Insurance. Professional liability covering Agency, its agents, employees, and servants for bodily injury and personal injury claims of patients arising out of the rendering or failure to render care by Agency Employee(s), Agency or its agents, employees, and servants. Minimum limits of liability shall be two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate. In the event such coverage is through a "claims made" policy and is either canceled, replaced or nonrenewed, Agency shall obtain and maintain extended coverage ("tail") insurance covering occurrences during the effective period of this Agreement.

(d) Unemployment Insurance. Unemployment insurance as required by law for all employees.

(e) Automobile Insurance. Automobile liability if Agency provides personnel for home visits covering Agency, its agents, employees, or servants for property damage and bodily injury claims of the public arising out of the ownership, maintenance, or use of vehicle, either owned, nonowned or hired. Minimum limits of liability for the above coverage shall be one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. This coverage may be provided under Agency's general liability policy.

The policies required herein shall provide for written notice to EGUSD at least thirty (30) days prior to the cancellation or modification of any above-mentioned insurance. Further, Agency shall provide EGUSD with certificates of insurance as evidence that all coverage required under this Agreement have been obtained and are in full force and effect. EGUSD shall be named on all policies required under this Agreement as an additional insured per the requirements of this Agreement. Certificates of insurance must be supplied within five (5) days of effective date of this Agreement or the effective date of any renewal period of this Agreement. Such policies and the insurers there under shall be subject to reasonable and good faith approval by EGUSD.

ARTICLE IX

TERM AND TERMINATION

9.1 Term. This Agreement shall be effective for a term of one (1) year from the date of execution and will automatically renew every year there after.

9.2 Termination. This Agreement may be terminated by either party, at any time, for any reason, upon thirty (30) days' written notice to the other party.

ARTICLE X

RELATIONSHIP OF THE PARTIES

10.1 Independent Contractor Status. In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that Agency and the Agency Employees it employs are at all times acting and performing as independent contractors. Further, nothing in this Agreement is intended nor shall be construed to create between EGUSD, Agency, and Agency Employees providing services pursuant to this Agreement an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Therefore, the parties understand and agree that EGUSD is not responsible in any way, directly or indirectly, for any employment-related benefits for Agency or its employees. Such benefits not covered include, but are not limited to, salaries, vacation time, sick leave, disability leave, Workers' Compensation, Social Security, or health benefits. The sole interest and responsibility of Hospital is to assure that the services covered by this Agreement shall

be performed and rendered in a competent, efficient and satisfactory manner. In that regard, Agency and Agency Employees shall abide by appropriate bylaws, rules, regulations, policies and procedures of EGUSD.

10.1.1 Subcontractors. Agency will not enter into subcontractor agreements to fill EGUSD staffing needs.

10.2 Non-Exclusivity. It is understood that the arrangement between the parties to this Agreement does not in any way constitute an exclusive arrangement. Further, it is understood by the parties to this Agreement that the EGUSD may contract with other agencies or entities for the provision of similar services.

10.3 Indemnification. Agency shall save and hold EGUSD harmless from and against and shall indemnify EGUSD for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Agency or any of its agents, subcontractors, employees or other representatives. If EGUSD is sued in any court for damages by reason of any of the acts of Agency, its agents, subcontractors, employees or other representatives referred to in this section, Agency shall defend said action (or cause same to be defended) at its own expense and shall pay any discharge and any judgment that may be rendered in any such action. If Agency fails or neglects to so defend said action, EGUSD may defend the same and any expenses, including reasonable attorneys' fees, which EGUSD may pay or incur in defending said action and the amount of any judgment which EGUSD may be required to pay shall be promptly reimbursed by Agency upon demand.

10.4 Records.

10.4.1 Ownership of Patient Care Records. Agency understands and agrees that all records associated with the provision of services pursuant to the terms of this Agreement are the sole property of EGUSD.

10.4.2 Retention of Records. For the purpose of implementing Section 1861(b)(1)(I) of the Social Security Act, as amended, and any regulations thereto, the parties agree to comply with the following statutory requirements governing the maintenance and documentation to verify the cost of services rendered pursuant to this Agreement:

(a) Until the expiration of four years after the furnishing of such services pursuant to this Agreement, the parties shall make available, upon written request to the Secretary or upon request to the Comptroller General, or any of their duly authorized representatives, the contract, books, documents, and records of the parties that are necessary to certify the nature and extent of such costs, and

(b) if either party carries out any of the duties of the contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, a related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, books, documents and records of such

organization that are necessary to verify the nature and extent of such costs.

10.5 Compliance. It is acknowledged that the Corporate Responsibility Program applies to the services and obligations described herein. This program is intended to prevent compliance concerns such as fraud, abuse, false claims, excess private benefit and inappropriate referrals. This compliance program requires and it is hereby agreed that any regulatory compliance concerns shall be promptly reported either to an appropriate manager or through the hotline (800 953 0508). Further, it is represented and warranted that all individuals providing service hereunder shall not at any time have been sanctioned by a health care regulatory agency and, finally, that investigatory activity relevant to this organization shall be promptly reported to an organization manager or via the hotline (as above). Failure to abide by these compliance requirements shall immediately and automatically terminate this Agreement.

HIPAA Compliance. To the extent necessary for Contractor to perform the Services, Contractor shall fully comply and ensure EGUSD compliance relative to the services provided hereunder with all applicable regulations relating to the Health Insurance Portability and Accountability Act ("HIPAA"), as it may be amended and interpreted from time to time, in accordance with EGUSD's written notification and guidance given to Contractor regarding the interpretation of such applicable regulations. Notwithstanding the foregoing, if any amendments, changes or modifications to any regulations relating to HIPAA result in any changes, such changes shall be implemented and incorporated into this Agreement by way of amendment, as provided for herein. Failure to abide by these HIPAA regulations shall be cause for termination of this agreement.

10.6 Other Records. At any time during or after the term of this Agreement, all books, documents, and records of Agency relating to Agency's performance under this Agreement, including without limitation all federal, state, and local tax withholding and other filings and records related to Workers' Compensation, shall be available for reasonable inspection at any time during Agency's normal business hours.

During the term of this Agreement, EGUSD shall have the right to audit Agency hiring, personnel or employment records, including employee personnel files (subject to state laws governing employee personnel files) at any time during Agency's normal business hours.

ARTICLE XI

GENERAL PROVISIONS

11.1 Amendments. This Agreement may be amended, but only by a written document, dated and executed by both parties' authorized representatives and attached hereto. The parties agree to amend this Agreement to the extent reasonably necessary should the EGUSD to comply with its tax-exempt bond obligations and covenants, to maintain its tax-exempt status and to Qualify for tax-exempt financing.

11.2 Assignment. Neither party to this Agreement shall assign its rights or

delegate its duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld. However, it is understood that EGUSD may assign to its corporate affiliates without necessity of the prior written consent as above. Further, it is understood that in the event that either party so assigns its rights or delegates its duties, that party shall nonetheless remain responsible for satisfaction of all obligations included within this Agreement.

11.3 Attorneys. If legal action is commenced to enforce this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted.

11.4 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

11.5 Entire Agreement. This Agreement contains the complete and full agreement between the parties with respect to the subject matter hereof and no modification of, or agreement to modify, any of the said terms and conditions shall be binding upon either party unless made in writing and signed by the parties' authorized representatives. This Agreement shall supersede all other agreements relative to the subject matter hereof by and between the parties.

11.6 Notices. Any and all notices permitted or required by this Agreement shall be deemed to have been duly given if mailed by United States registered or certified mail, addressed as below:

EGUSD: Elk Grove Unified School District
9510 Elk Grove-Florin Road
Elk Grove, CA 95624

Agency: Valley Healthcare Systems, Inc.
1401 El Camino Ave #510
Sacramento CA 95815
Attention: Todd Hollander

11.7 Severability. Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

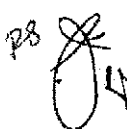
11.8 State Law. This Agreement shall be interpreted in accordance with the laws of the state of California.

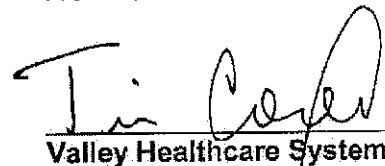
11.9 Medicare & Medicaid Fraud Representation. Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each Party represents that to the best of its reasonable knowledge its currently practicing staff (to include all employed staff and contracted staff) are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual staff.

THIS AGREEMENT is entered into on the date set forth in the preamble.

EGUSD

AGENCY

28  Rick Z 5/16/13
Elk Grove Unified School District


Valley Healthcare Systems, Inc.

Tim Coxen

President

MR 10
2/13

ADDENDUM "A"
HOURLY RATE SCHEDULE
Travel

Classification	Hourly Bill Rate
RN	\$51
LVN	\$38
C.N.A	\$25
PT	\$67
OT	\$67
SLP	\$75

1.

Overtime. EGUSD will be invoiced one and one-half (1.5) times the rate set forth above for Healthcare Professionals for all hours worked in excess of 8 hours per day and/or forty (40) hours per week and in accordance with state and federal wage and hour laws.

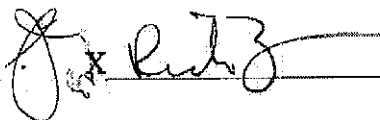
2. Holidays. EGUSD will pay one and one-half (1.5) times the regular rate set forth above for time worked by Healthcare Professionals in accordance with Holiday Schedule set forth by Hospital. A holiday shift will begin at 11pm the eve of the holiday and end at 11pm the day of the holiday.

3. Contract to Hire- School can hire Agency's employee at the completion of 860 hours' work with no conversion fee.

Elk Grove Unified School District

Valley Healthcare Systems Inc

28

 5/14/13

x 

Printed Name Rich Fagan

Printed Name Tim Coxen

WR16
2/19/13