



MAXIM HEALTHCARE STAFFING SERVICES, INC.

# State of Nebraska – RFP for Contractual Services #6322 Z1

Due by: September 2, 2020 – 2:00 PM

**Submitted by:**

**Aaron Fleischmann**, *Business  
Development Manager*  
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## VI. CORPORATE OVERVIEW

### A. Bidder Identification and Information

The contractor should provide the full company or corporate name, address of the company's headquarters, entity organization, state in which the contractor is incorporated, and whether the name and form of organization has changed since first organized.

#### Full Company Name

Maxim Healthcare Staffing Services, Inc.

#### Headquarter Address

Corporate Headquarters	Local Nebraska Office
7227 Lee Deforest Drive, Columbia, MD. 21046	9239 W Center Rd Suite 100, Omaha, NE 68124

#### Entity Organization

Maxim is a privately-held corporation, founded in 1988.

#### Incorporating State

Maxim was incorporated in the State of Maryland.

#### Organization Name Change

In 2018, the decision was made to separate Maxim's Staffing and Homecare service lines into two separate entities in order to allow for a more streamlined approach for service delivery. At that time, Maxim Healthcare Staffing Services and Maxim Healthcare Services were established. Both entites fall under the Maxim Healthcare Services Holdings, Inc. parent company. This program will be run by Maxim Healthcare Staffing Services, and we do not anticipate any changes to the organization's name in the foreseeable future.

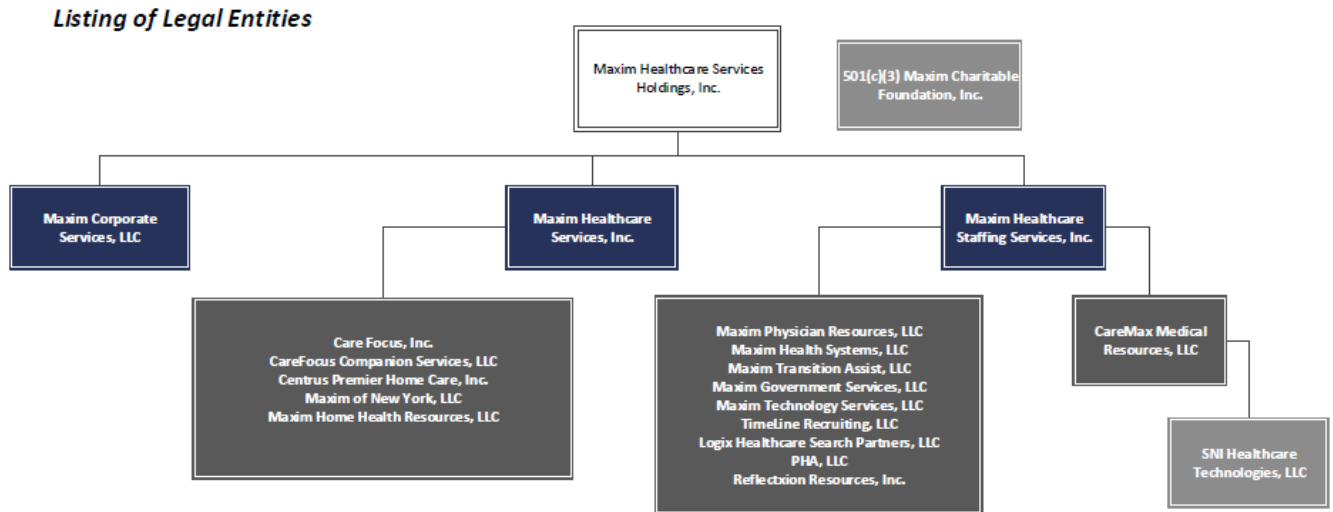
### B. Financial Statements

The contractor should provide financial statements applicable to the firm. If the contractor is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specializations and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluations may reasonable formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

In 2018, our parent company, Maxim Healthcare Services Holdings, Inc. made the decision to separate our healthcare staffing service line into a separate corporate entity. With revenues of ~\$1.4B, MHS is in the process of transferring approximately \$500M in healthcare staffing contracts to the new entity (MHSS. As this is a new entity, audited financials for the previous three years are not applicable.

A copy of our parent company's 2018 financial statements, including Maxim Healthcare Staffing Services and all other subsidiaries, is included as **Appendix A**. Our 2019 financial statements are not available as of the date of submittal, and can be provided to The State upon request.

Additionally, a letter of reference from Maxim’s bank is included as **Appendix B**. Please note that there is no distinction between Maxim Staffing and Maxim Homecare in terms of our banking structure – an outline of all Maxim legal entities is included below.



The contractor must disclose any and all judgements, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

Maxim Healthcare Staffing Services, Inc. (“Maxim”) is an accredited national healthcare staffing company, maintaining offices in most U.S. states, and servicing a variety of medical facilities and other entities. Due to the diverse nature and geographic extent of its business, Maxim faces numerous claims and litigation based on general negligence, medical malpractice and routine audits or investigations by the government agencies that regulate it. Many of these claims are baseless or result in minor exposure of liability. Maxim has never exceeded its yearly aggregate professional liability insurance limits. As to the Omaha, Nebraska office, in 2009, there was one (1) malpractice claim that settled in 2012 for a confidential amount.

**C. Change of Ownership**

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the contractor should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor(s) will require notification to the State.

There are no anticipated changes in ownership or control of Maxim anticipated in the next twelve (12) months following proposal submission.

#### D. Office Location

The contractor's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

**Confirmed.** Primary support for the State of Nebraska's program will come from Maxim's Omaha office, located at 9239 W Center Rd Suite 100, Omaha, NE 68124. Additional, as needed support, will be provided from Maxim's corporate headquarters, located at 7227 Lee Deforest Drive, Columbia, MD 21046.

#### E. Relationship with the State

The contractor should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the contractor's proposal response has contracted with the State, the contractor should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contract(s) exist, so declare.

Maxim has been a provider of choice for the State of Nebraska's temporary staffing needs since 2016. Maxim primarily works with the following entities:

##### ◆ Nebraska Department of Corrections

- Lincoln Correctional Center
- Nebraska State Penitentiary
- Omaha Correctional Center
- Tecumseh State Correctional Institute
- Diagnostic and Evaluation Center
- Lincoln Correctional Center

##### ◆ Department of Health and Human Services

- Norfolk Regional Center
- Lincoln Regional Center
- Youth Treatment and Rehabilitation Center

##### ◆ Nevada Veteran's Home

- Eastern Nebraska Veteran's Home
- Central Nebraska Veteran's Home

Since 2015, Maxim has provided more than 210 staff to support various State facilities.

#### F. Bidder's Employee Relations to the State

If any Party named in the contractor's proposal response is or was an employee of the State within the past twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

N/A – no proposed key personnel have been employed with the State within the past twenty-four (24) months, to the best of Maxim's knowledge.

## G. Contract Performance

**If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below.**

**It is mandatory that the contractor submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the contractor's position on the matter. If no such termination for default has been experienced by the contractor in the past five (5) years, so declare.**

Maxim Healthcare Services, Inc. ("Maxim") is an accredited national healthcare staffing company, maintaining 200+ offices and serving all U.S. states and 4 U.S. territories. Maxim Healthcare Staffing Services, Inc., the business line submitting for this contract, is a Joint Commission certified division of Maxim maintaining more than 100 offices serving all U.S. states and 4 U.S. territories. Maxim has successfully completed contracts with numerous clients, nationwide, during our 30 years of business. Maxim has over 10,000 staffing contracts at any given time; however, in order to provide services in the best interest of our clients there have been times where Maxim and our clients have mutually agreed to terminate contracts due to lack of funding or instances when there was no longer a need for our services. Similarly, upon information and belief and with respect to material contracts, no contracting party has terminated a contract with Maxim before completion of all obligations under the initial contract provision, excluding convenience under contracts for services in the State of Nebraska that are similar to the services contemplated by this RFP.

**If at any time during the past five (5) years, the contractor has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason, describe fully.**

Upon information and belief and with respect to material contracts, no contracting party has terminated a contract with Maxim before completion of all obligations under the initial contract provision, excluding convenience under contracts for services in the State of Nebraska that are similar to the services contemplated by this RFP

**H. Summary of Contractor’s Corporate Experience**

The contractor should provide a summary matrix listing the contractor’s previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the contractor during its evaluation of the proposal.

Nebraska Department of Health and Human Sciences: Lincoln Regional Center	
The time period of the project	October 2016-Present
The scheduled and actual completion dates	October 2016-Present
The Contractor’s responsibilities	Maxim is a current provider of temporary healthcare workers in the behavioral health setting, including Mental Health Security Specialists, Nurses, LMHPs, Psychologists, and Psychiatrists
Customer name, current telephone number, fax number, and email address	Irene Hirschman, Director of Nursing 801 West Prospector Place Lincoln, NE. 68522. 402-610-7408 <a href="mailto:Irene.hirschman@nebraska.gov">Irene.hirschman@nebraska.gov</a>
Prime or Subcontractor	Prime

North Carolina Department of Corrections	
The time period of the project	November 2017-Present
The scheduled and actual completion dates	November 2017-Present
The Contractor’s responsibilities	Maxim is a current provider of temporary healthcare workers in the correctional setting, supporting more than 35,000 inmates.  To support the State’s needs, Maxim primarily staffs nurses, psychiatry workers, mental health professionals, or allied personnel.
Customer name, current telephone number, fax number, and email address	Valerie Langley, State CNO 8310 West Morgan Street Raleigh, NC. 27699. 984-255-6076 <a href="mailto:Valerie.Langley@ncdps.org">Valerie.Langley@ncdps.org</a>
Prime or Subcontractor	Prime

Oregon Department of Corrections	
The time period of the project	June 2017-Present
The scheduled and actual completion dates	June 2017-Present
The Contractor’s responsibilities	Maxim is a current provider of temporary healthcare workers in a correctional setting, supporting more than 15,000 inmates. Maxim provides Oregon DOC

	with nurses, psychiatric workers, and allied professionals.
Customer name, current telephone number, fax number, and email address	Matt Shoemaker, Contract Administrator 2575 Center Street. NE, Salem, OR. 97301 503-378-6428 <a href="mailto:Matt.M.Shoemaker@doc.state.or.us">Matt.M.Shoemaker@doc.state.or.us</a>
Prime or Subcontractor	Prime



## I. Summary of Contractor's Proposed Personnel/Management Approach

The contractor should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State's project should be identified in full, with a description of the team leadership, interface, and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The State of Nebraska's program will be serviced from our local or regional office in Omaha, led by our assigned Program Manager, Aaron Fleischmann. Mr. Fleischmann will oversee a Program Management team comprised of recruiters, credentialing specialists, billing/administrative staff, hiring coordinators, internal clinical supervisors and other applicable support staff. The State will have access to our Program Management team on a **24/7 basis**, including holidays, throughout the term of the contract.

Aaron Fleischmann, Program Manager and his designated back-up will be directly responsible for managing our response to your needs and address any service questions The State may have regarding this project. Although we operate during normal business hours, we will have a designated on-call Program Management Team member **available after hours to speak with you live**, and resolve any service issues. Additionally, this office can further be supported by **over 200 Maxim offices** and corporate headquarters, which include a range of internal resources from recruiters, hiring specialists and administrative personnel, to clinical and compliance managers, and senior management.

Designated **back up personnel** will be trained to understand the policies, procedures and deliverables associated with our obligations under this contract; and will be empowered to act on Maxim's behalf to resolve any issues. Our team will also be in regular communication with The State management to ensure customer satisfaction and work in partnership to continuously improve the staffing program. Customized reports can be provided as part of these services.

Any caregivers or healthcare professionals we assign to The State facilities will undergo periodic training and performance monitoring from both a clinical and operations perspective. Based on our agreements with customers, we may conduct periodic on-site visits to conduct regular and impromptu inspections. We will also seek regular scheduled feedback from The State management to confirm we are providing services to the quality level expectations set in the contract deliverables. The following is Organization Chart depicts your Program Management Team which The State can rely on to deliver the requested staffing services that meet and/or exceed your expectations:

The following matrix indicates the **Key Maxim Program Team Members** assigned tasks and their specific responsibilities within Maxim's proposed The State Program Management Team. **All of Maxim's Key Team Members have remained active during the entire competitive proposal process, and have organized to begin collecting resources and sourcing potential candidates for this contract.**

Position	Responsibilities
<b>Area Director of Staffing</b>	<ul style="list-style-type: none"> <li>◆ Assists the Program Manager in planning and developing the individual offices' annual sales goals.</li> <li>◆ Establishes the long term strategic sales goals for the region</li> <li>◆ Monitors the regional sales and market trends and issues. Reacts appropriately and quickly to any changes or issues, which could affect Maxim's business relationships and contracts. Maintains up-to-date awareness of activities, industry trends, and government regulations.</li> </ul>
<b>Regional Director of Business Development</b>	<ul style="list-style-type: none"> <li>◆ Assists the Program Manager in contract management and monitoring.</li> <li>◆ Establishes the long term strategic sales approach for The State and other State departments</li> <li>◆ Monitors the sales and market trends and issues with respect to the State of Nebraska. Reacts appropriately and quickly to any changes or issues, which could affect Maxim's business relationships and contracts within North Carolina. Maintains up-to-date awareness of activities, industry trends, and government regulations.</li> </ul>
<b>Chief Counsel, Legal</b>	<ul style="list-style-type: none"> <li>◆ Responsible for adherence to contract and insurance requirements</li> <li>◆ Provide analysis of contract requirements</li> <li>◆ Ensure compliance with local, state and federal regulations</li> <li>◆ Provide guidance and manage any legal requirements during the course of contract execution.</li> </ul>
<b>Program Manager Alternate PMs</b>	<ul style="list-style-type: none"> <li>◆ Manage day-to-day operations of the Program Management Team</li> <li>◆ Manage and direct all functions of The State of Nebraska's contract nursing program.</li> <li>◆ Responsible for maintaining the service satisfaction levels of The State program</li> <li>◆ Visit The State as needed to maintain quality service</li> <li>◆ Responsible for the daily supervision of Recruiters</li> <li>◆ Adhere to Maxim's internal policies and procedures, state requirements and all federal and state laws/regulation, including wage payment laws</li> <li>◆ Responsible for contract negotiation and procurement activities</li> </ul>
<b>Healthcare Recruiters in Nebraska with support from National and Regional Recruitment Hubs</b>	<ul style="list-style-type: none"> <li>◆ Maintain a current awareness of the abilities and limitations of each professional currently on staff</li> <li>◆ Develop, manage and facilitate targeted recruitment campaigns customized to The State of Nebraska's contract nursing program</li> <li>◆ Source, screen, interview and select candidates to build staff pool based on best fit for The State needs</li> <li>◆ Scheduling of staff assignments based on client needs</li> <li>◆ Responsible for placing experienced personnel to appropriate The State assignments</li> <li>◆ Supervision of staff assigned to The State on non-clinical issues</li> <li>◆ Responsive to The State needs during office business hours and through on-call coverage by office team for complete coverage of The State needs</li> <li>◆ Have a thorough knowledge and adhere to the policies and procedures of Maxim</li> </ul>

	<ul style="list-style-type: none"> <li>◆ Hold external staff accountable for carrying out all policies and procedures of The State and Maxim</li> </ul>
<b>Team of Credentialing Coordinators</b>	<ul style="list-style-type: none"> <li>◆ Complete reference checks on all applicants being considered for employment</li> <li>◆ Process criminal background checks</li> <li>◆ Conduct new employee orientation process</li> <li>◆ Prepare and accurately maintain personnel files to meet Maxim’s current standards</li> <li>◆ Tracks licensure/certification documentation for validity/expiration for external employees</li> <li>◆ Audits personnel files on a monthly basis for collecting data for performance measure.</li> <li>◆ Prepares and accurately maintains employee personnel files to meet current standards</li> <li>◆ Assists candidates through the application and hiring process</li> </ul>
<b>Regional Field Support Manager</b>	<ul style="list-style-type: none"> <li>◆ Provides assistance to the Regional Director of Clinical Services, Area Vice President, Director of Branch Operations (DBO) and Headquarters Human Resources in the development of all training programs for local office Credentialing Coordinators</li> <li>◆ Reports directly with the Regional Director of Clinical Services regarding all District credentialing, educational, and compliance activities</li> <li>◆ Supervises/manages the Credentialing Coordinators at an assigned office or region of offices</li> <li>◆ Ensures that the field offices are in compliance with Maxim, state, federal, regulatory agency, and client-specific standards and requirements</li> </ul>

During the lifetime of a contract Maxim’s The State Program Management Team will be responsible for:

- ◆ Providing leadership, direction and resources for all implementation, transition, and contract tasks
- ◆ Coordinating resources between Maxim’s Program Management Office, local office network, and Headquarters
- ◆ Ensuring program and contract performance as well as compliance with all agreed-upon schedules, budgets, and deliverables
- ◆ Monitoring contract performance
- ◆ Meeting accountability/performance measures for The State of Nebraska’s Temporary Staffing program.

The contractor should provide resumes for all personnel proposed by the contractor to work on the project. The State will consider the resumes as a key indicator of the contractor's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

**Confirmed.** Maxim has provided resumes for the following key individuals who will be supporting the State's program:

- ◆ **Aaron Fleischmann**, *Account Executive* (Primary Point of Contact for the State of Nebraska)
- ◆ **Robert Henke**, *Executive Account Manager – Locum Tenens Services* (Maxim Locum Tenens & Advanced Practitioners)
- ◆ **Ryan Burd**, *Regional Director of Product Support/Business Development*

**Aaron Fleischmann***Account Executive***Summary**

Aaron has been a valued member of the Maxim team since 2013, serving the Greater Omaha region in various capacities, including as Healthcare Recruiter, Senior Recruiter, and Lead Recruiter, before being promoted to his current role as Business Development Manager/Account Executive for Maxim's Omaha office.

**Key Service Capabilities and Responsibilities**

- ▶ Customer Service
- ▶ Healthcare Recruitment/Staffing
- ▶ Business Acumen
- ▶ Program Development/Implementation
- ▶ Talent Acquisition

In his current role as Business Development Manager/Account Executive, Aaron's responsibilities include the following: developing a detailed marketing and business development strategy, based on the needs of the local community, and the capability of the office. Aaron is also responsible for analyzing the needs of clients and referral sources in order to create a customized plan for services. Aaron educates customers on the various business lines of the organization, and maintains account collaboration with office counterparts, establishes sound relationships with providers of related services, through networking and coordination of care, and supervises and mentors Recruiters, Client Coordinators, Field Support Associates, and On Call Coordinators in the local office.

**Educational Background****University of Nebraska at Omaha**

Bachelor's Degree – Banking & Financial Markets, Investment Science & Portfolio Management  
2007-2012

## Personal References

**Ryan Burd**

Maxim Healthcare Staffing Services, Inc. 813-421-6680 ryburd@maxhealth.com

August 24, 2020


To Whom It May Concern,

Aaron Fleischmann has been an employee here at Maxim Healthcare for the past seven years. He has been a pleasure to work with, bringing his attention to detail to every client he works with. His communication and people skills are excellent, and he has some very innovative ideas to better the challenges our clients face. His team in Omaha, NE consistently performs at a high level and as a result, caregivers and clients enjoy the experience they have with Maxim.

I can highly recommend Aaron for the opportunity in our hopes of continuing partnering with the State of Nebraska. He is very familiar with the clients, the personnel and the environments that temporary healthcare workers will be needed. As a native of Nebraska, Aaron takes his role and responsibility very serious as to helping the State ensure they have the appropriate levels of staff needed.

If you need any additional information, please contact me.

Best regards,



Ryan Burd

August 31, 2020

To Whom It May Concern,

I am writing to highly recommend Aaron Fleischmann and the services he and his team provide. I have worked closely with Aaron on supporting delivery for his clients over the past 4 years and his commitment and drive is unequivocal. His passion for serving his team members, clients and caregivers within the healthcare community in the state of Nebraska enables him to deliver results in a timely and professional manner. Aaron is a partner you can trust and he will work hard for you. He is the type of person if you put your confidence in him you will get more than expected in return.

If you need any additional information please feel free to contact me.

Thank you,

Adam Schultz

**National Director of Travel Services**

O: (813) 371-3427

C: (313) 300-5833

Email: [adschult@maxhealth.com](mailto:adschult@maxhealth.com)

**Robert Henke**

*Executive Account Manager – Maxim Locum Tenens & Advanced Practitioners*

**Summary**

Robert has been a valued member of Maxim Physician Resources, the Locum Tenens arm of Maxim Healthcare Staffing Services, since 2009. Since then, he has held a number of roles within Maxim, including: Sourcing Specialist, Senior Physician Consultant and Account Manager, Recruiting Team Lead, Physician Consultant/Account Manager, National Account Manager, and National Business Development Manager, before being promoted to his current role as Executive Account Manager.

**Key Service Capabilities and Responsibilities**

- ◆ Relationship Management with Senior Management
- ◆ Process Management
- ◆ Extensive Knowledge of the Healthcare Business
- ◆ Recruitment Services
- ◆ Quality Assurance

Maxim Locum Tenens & Advanced Practitioners provides a full complement of recruiting services for physicians, dentists, advanced practice and other providers. Whether a temporary (locum tenens) or permanent recruitment need, Maxim can provide a solution tailored to a client's needs. Robert is responsible for developing relationships with healthcare organizations, developing solutions for their needs, and then managing them to a successful conclusion. He serves a wide range of clients including correctional facilities, community health organizations, critical access and community hospitals, multi-specialty physician groups, regional and national health care systems and academic medicine. Robert is a leader in developing and managing relationships with colleges and schools of medicine and academic medical centers, in recruiting clinician educators, physician leaders, and other providers of care.

**Educational Background****Indiana University-Purdue University at Indianapolis**

Bachelor's Degree – Biology, Bioethics, and Eastern Languages & Cultures  
2003-2006

**Personal References****Daniel Santobianco, Area Director of Staffing**

972-729-2560 | [dasntob@maxhealth.com](mailto:dasntob@maxhealth.com)

**Barry Hellman, Area Director of Staffing**

757-490-4766 | [bahellma@maxhealth.com](mailto:bahellma@maxhealth.com)



## Ryan Burd

### *Regional Director of Business Development*



### Summary

Ryan is a leader and resource for our business development teams across the country as a result of his success in supervising all State, County and Correctional healthcare contracts. He began working for Maxim in 2006 as a Recruiter for the Tampa, FL office. Ryan transitioned to his current role as Regional Director of Business Development for the Southeast Region in January 2012.

### Key Service Capabilities and Responsibilities

- ▶ Medical Staffing and Correctional Healthcare
- ▶ Promotes Federal, State, County and School Business Development
- ▶ Thorough Understanding of Public Procurement
- ▶ Educates Offices about Correctional Healthcare
- ▶ Presentation Skills
- ▶ Manages Client Relationships

In his current role as Regional Director of Business Development, Ryan is responsible for managing all Correctional contracts in the Southeast region, along with State and County contracts. Ryan possesses a thorough understanding of State, County and privately managed incarcerated populations. He helps educate all the local Maxim offices on State, County, School and Correctional healthcare that service accounts in his region. He also develops staffing plans, analyzes staffing needs, and helps determine specific requirements for client human capital needs. Ryan works hard to participate in business development activities to build on current client relationships.

### Additional Experience

In 2006 Ryan joined Maxim as a Recruiter in the Tampa, FL office, where he was responsible for the external recruitment of healthcare professionals and staffing operations for clients. He demonstrated unsurpassed customer service to both field staff and clients in this role, while maintaining compliance with state, Federal, Company and JCAHO standards for all of his duties. From 2008-2011 Ryan worked as an Accounts Manager in Tampa, FL, where he managed the complete operations of the office. He was responsible for market analysis and all office-related selling activities and overall leadership. Ryan focused on client satisfaction, account revenue/growth, professional development of the office staff, compliance, and business profitability.

### Educational Background

Lock Haven University of Pennsylvania – Lock Haven, PA  
Bachelor of Science in Physical Education

California University of Pennsylvania – California, PA  
Masters of Science in Sports and Business Management

### Achievements:

- ◆ Ryan successfully supervises over 75 State, County, School and Correctional healthcare contracts.
- ◆ Ryan manages all of the State, County, School and Correctional contracts Maxim currently has for seven states including FL, GA, SC, NC, VA, TN and KY.

## J. Subcontractors

N/A – Maxim does not propose to utilize subcontractors for this program. Maxim affirms that we have the necessary internal and external capabilities required to support this program.

## VII. COST PROPOSAL REQUIREMENTS

Please see the attached document for the details of Maxim's proposed costs for the State's Temporary Staffing Program. Maxim affirms that our prices are in compliance with the State's requirements as specified in this solicitation.

# FORM A. CONTRACTOR PROPOSAL POINT OF CONTACT

## Form A Contractor Proposal Point of Contact Request for Proposal Number 6322 Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the contractor's name and address, and the specific person(s) who are responsible for preparation of the contractor's response.

Preparation of Response Contact Information	
Contractor Name:	Maxim Healthcare Staffing Services, Inc.
Contractor Address:	7227 Lee Deforest Drive Columbia, MD. 21046
Contact Person & Title:	Aaron Fleischmann, Business Development Manager
E-mail Address:	aafleisc@maxhealth.com
Telephone Number (Office):	(402) 399-8888
Telephone Number (Cellular):	402-558-1120
Fax Number:	410- 910-1591

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Contractor Name:	Maxim Healthcare Staffing Services, Inc.
Contractor Address:	9239 W Center Rd Suite 100, Omaha, NE 68124
Contact Person & Title:	Aaron Fleischmann, Business Development Manager
E-mail Address:	aafleisc@maxhealth.com
Telephone Number (Office):	(402) 399-8888
Telephone Number (Cellular):	402-558-1120
Fax Number:	410-910-1591

# FORM B. NDC SUPPLEMENTAL CONTRACT INFORMATION

## Form B NDCS Supplemental Contract Information Request for Proposal Number 6322 Z1

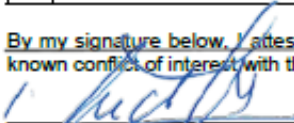
The Nebraska Department of Correctional Services (NDCS) is committed to the open and fair process for selection of contractual services; additionally, we are committed to upholding the laws of the State of Nebraska, the NDCS Code of Ethics and Conduct, and internal recommendations for improving best business practices.

Please complete the questions below and submit with your bid documents. Responding "yes" to any question will not disqualify you from consideration, but may necessitate a follow-up information request.

Company Name: Maxim Healthcare Staffing Services, Inc.  
 PO Box Address: \_\_\_\_\_  
 Physical Address: 7227 Lee Deforest Drive  
 City/State/Zip: Columbia, MD. 21046  
 Phone Number: 410 910-4714  
 Name/Title of Contact: Andrea Torres, Assistant Regional Controller

		YES	NO
1.	To your knowledge do you have any relatives, employees, contractors, sub-contractors, or a personal relationship with anyone who is currently employed by the Nebraska Department of Correctional Services? If yes, who?		X
2.	Has an employee of the Department of Correctional Services performed work for you under your current contract with the NDCS? If yes, who, how long, and in what capacity?		X
3.	Does an employee of the Department of Correctional Services (past or present) hold any corporate position in your company? If yes, who and what position?		X
4.	Incorporated companies, please provide the following information: Name of Corporate Entity: <u>Maxim Healthcare Staffing Services, Inc.</u> Principle Office Address: <u>9239 W Center Rd Suite 100, Omaha, NE 68124</u> <u>7227 Lee Deforest Drive</u> Registered Agent and Office Address: <u>Columbia, MD 21046</u>		
5.	Non-Incorporated Companies please provide the following information: Owner: _____		

By my signature below, I attest that neither I, nor my company, nor any primary officer or employee in my company has a known conflict of interest with the Nebraska Department of Correctional Services.

  
 \_\_\_\_\_  
 Company President Signature

August 27, 2020  
 \_\_\_\_\_  
 Date

# REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICE FORM

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the contractor guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free work place.

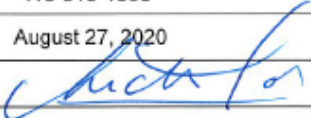
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Request for Proposal.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

### FORM MUST BE SIGNED USING AN INDELIBLE METHOD (OR VIA DOCUSIGN)

FIRM:	Maxim Healthcare Staffing Services, Inc.
COMPLETE ADDRESS:	7227 Lee Deforest Drive Columbia, MD. 21046
TELEPHONE NUMBER:	410-910-4714
FAX NUMBER:	410-910-1596
DATE:	August 27, 2020
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Andrea Torres, Assistant Regional Controller

## APPENDIX A. FINANCIAL STATEMENTS

# **Maxim Healthcare Services, Inc. and Subsidiaries**

**Consolidated Financial Statements  
(Unaudited)**

**For the Year Ended**

**December 31, 2019**

**Maxim Healthcare Services, Inc.  
and Subsidiaries  
Comparative Balance Sheets (unaudited)**

	(unaudited) December 31, 2019	(unaudited) December 31, 2018
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 27,360,413	\$ 18,767,356
Accounts receivable, net of allowance for doubtful accounts	234,801,889	248,340,221
Prepaid expenses	6,556,898	5,690,522
Other current assets	9,059,435	7,552,654
Total current assets	<u>277,778,635</u>	<u>280,350,753</u>
<b>FIXED ASSETS:</b>		
Equipment and information systems	52,599,689	73,471,463
Furniture and fixtures	7,047,684	12,551,254
Leasehold improvements	5,694,804	8,514,837
Total fixed assets	<u>65,342,177</u>	<u>94,537,554</u>
Less - accumulated depreciation	53,292,180	80,481,816
Fixed assets, net	<u>12,049,997</u>	<u>14,055,738</u>
<b>OTHER ASSETS:</b>		
Less - accumulated amortization	17,233,385	20,749,280
Other assets, net	<u>8,592,568</u>	<u>10,034,227</u>
Total assets	<u>\$ 298,469,449</u>	<u>\$ 305,121,544</u>
<b>LIABILITIES and STOCKHOLDERS' EQUITY</b>		
<b>CURRENT LIABILITIES:</b>		
Bank overdraft	\$ 6,764,756	\$ 1,678,239
Accounts payable	3,408,855	4,927,145
Accrued compensation and related costs	78,552,903	65,452,112
Due to affiliate	7,126	163,307
Deferred compensation	5,943,570	5,395,855
Other accrued expenses	51,774,570	58,450,390
Credit facility	18,500,000	-
Total current liabilities	<u>164,951,780</u>	<u>136,067,048</u>
<b>NONCURRENT LIABILITIES:</b>		
Other accrued expenses	564,350	597,429
Deferred compensation	83,737,797	62,400,478
Total liabilities	<u>249,253,927</u>	<u>199,064,955</u>
<b>STOCKHOLDERS' EQUITY:</b>		
Common stock	3,761	3,761
Additional paid-in-capital	556,175	556,175
Retained earnings	48,655,586	107,759,400
Stockholder tax advances	-	(2,262,747)
Total stockholders' equity	<u>49,215,522</u>	<u>106,056,589</u>
Total liabilities and stockholders' equity	<u>\$ 298,469,449</u>	<u>\$ 305,121,544</u>



**Maxim Healthcare Services, Inc.  
and Subsidiaries  
Statements of Operations (unaudited)**

	(unaudited) <b>Twelve Months Ended December 31, 2019</b>
Revenues	1,662,328,297
Operating expenses	<u>1,588,437,075</u>
Income from operations	73,891,222
Other income	1,504,173
Interest expense, net of investment income	<u>919,696</u>
Income before provision for income taxes	74,475,699
Provision for income taxes	<u>1,831,853</u>
Income from continuing operations	72,643,846
Income from discontinued operations, net of taxes	31,091,412
Net income	<u><u>103,735,258</u></u>

**Maxim Healthcare Services, Inc.  
and Subsidiaries  
Statements of Changes in Stockholders' Equity  
for the Twelve Months Ended December 31, 2019 (unaudited)**

	Common Stock	Additional Paid-in Capital	Retained Earnings	Stockholder Tax (Advances) Repayments	Total Stockholder Equity
Balance, December 31, 2018	\$ 3,761	\$ 556,175	\$ 107,759,400	\$ (2,262,747)	\$ 106,056,589
Stockholder tax repayments	-	-	-	2,262,747	2,262,747
Dividends on common stock and repayments of shareholder advances	-	-	(162,839,072)	-	(162,839,072)
Net income	-	-	103,735,258	-	103,735,258
Balance, December 31, 2019	<u>\$ 3,761</u>	<u>\$ 556,175</u>	<u>\$ 48,655,586</u>	<u>\$ -</u>	<u>\$ 49,215,522</u>

**Maxim Healthcare Services, Inc.  
and Subsidiaries  
Statements of Cash Flows (unaudited)**

	(unaudited) Twelve Months Ended December 31, 2019
<b>Cash flows from operating activities</b>	
Net Income	\$ 103,735,258
Adjustments to reconcile net income to net cash provided by (used in) operating activities	
Depreciation and amortization	7,885,330
Amortization of capitalized transaction costs	286,098
Deferred taxes	(33,079)
Deferred compensation expense	35,653,653
Loss on sale of fixed assets	81,950
Gain on sale of Orbis Clinical	(9,102,415)
Gain on sale of Flu & Wellness	(29,074,286)
Changes in operating assets and liabilities	
(Increase) decrease in:	
Accounts receivable, net	11,200,223
Prepaid expenses	(514,984)
Other current assets	3,953,219
Other non-current assets	3,440
Increase (decrease) in:	
Accounts payable	3,568,227
Accrued compensation and related costs	13,100,791
Deferred compensation	(13,768,619)
Due to affiliate	(156,181)
Other accrued expenses	(6,480,531)
Net cash provided by operating activities	120,338,094
<b>Cash flows from investing activities</b>	
Purchase of fixed assets	(5,770,977)
Decrease in other assets	-
Proceeds from sale of Orbis Clinical	9,087,028
Proceeds from sale of Flu & Wellness	27,615,237
Net cash (used in) provided by investing activities	30,931,288
<b>Cash flows from financing activities</b>	
Borrowings under credit facility	540,500,000
Payments under credit facility	(522,000,000)
Payments for financing fees	(600,000)
Stockholder tax repayments	2,262,747
Dividends on common stock	(162,839,072)
Net cash used in financing activities	(142,676,325)
Net change in cash and cash equivalents	8,593,057
Cash and cash equivalents, beginning of period	18,767,356
Cash and cash equivalents, end of period	\$ 27,360,413

## APPENDIX B. CAPITAL ONE BANK REFERENCE



February 26, 2020

**VIA EMAIL**

Attention: To Whom It May Concern:

In response to your inquiry requesting information on Maxim Healthcare Services, Inc. ("Company"), please be informed that:

1. Company has been a customer of Capital One, National Association ("Capital One"), since December 30, 2009.
2. Capital One's credit facility for Company is secured and consists of revolving credit facilities. The availability under the revolving credit facilities as of this date is approximately \$89.5 million. The payment record has been satisfactory and, based upon the most recently delivered compliance certificate from the Company addressing its unaudited financial results for the period ended December 31, 2019, Company is in compliance with all financial covenants under Capital One's loan documentation as of the end of such period.

The information provided to you is, to our knowledge, accurate and complete as of this date, but Capital One assumes no obligation to update this information in the future. The information provided to you is confidential and may not be disclosed to others without Capital One's and the Company's prior written consent. You are advised to make your own independent credit evaluation of the Company. Capital One makes no opinion as to the credit worthiness of the Company.

Sincerely,

**CAPITAL ONE, NATIONAL ASSOCIATION**

By:   
Name: Mark K. Parsons  
Its Duly Authorized Signatory

cc: Maxim Healthcare Services, Inc.

# CONTRACT TERMS & CONDITIONS

## II. TERMS AND CONDITIONS


Bidders should complete Sections II through VII as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the Request for Proposal, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

### A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
  - a. Request for Proposal and Addenda;
  - b. Amendments to the Request for Proposal;
  - c. Questions and Answers;
  - d. Bidder's proposal (Request for Proposal and properly submitted documents);
  - e. The executed Contract and Addendum One to Contract, if applicable; and,
  - f. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.
2. Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document:
  - a. Amendment to the executed Contract with the most recent dated amendment having the highest priority,
  - b. Addendum One to the executed Contract,
  - c. The executed Contract and any additional attached Addenda;
  - d. Amendments to Request for Proposal and any Questions and Answers,
  - e. The original Request for Proposal document and any Addenda, and
  - f. The Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>[Signature]</i>			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

**C. BUYER'S REPRESENTATIVE**

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW (Statutory)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**E. BEGINNING OF WORK**

The contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful bidder. The awarded bidder will be notified in writing when work may begin.

**F. AMENDMENT**

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**G. CHANGE ORDERS OR SUBSTITUTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>[Signature]</i>			


The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

\*\*\*Contractor will not substitute any item that has been awarded without prior written approval of SPB\*\*\*

**H. VENDOR PERFORMANCE REPORT(S)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

**I. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**J. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

**K. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			


The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**L. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**M. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Maxim would prefer mutal indemnification terms.

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or



omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

**3. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**4. ATTORNEY GENERAL**

The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**N. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>[Signature]</i>			


In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

**O. LIQUIDATED DAMAGES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>[Signature]</i>			

Failure for any temporary professional staff to appear for a scheduled shift without the Contractor providing a proper notice according to Section V.1.1-2., prior to the start of their shift shall result in the agency assessing liquidated damages to the Contractor in the amount of the full extended cost of the temporary professional staff's shift. Contractor will be notified in writing when liquidated damages are imposed.


**P. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.


**Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.


The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**R. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.


**S. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**T. PERSONAL HEALTH INFORMATION (PHI)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Contractor agrees to:


1. To use and disclose PHI only as permitted or required by this Contract or as required by law.
2. Use reasonable safeguards to prevent use or disclosure of PHI not otherwise provided for by this Contract.
3. Immediately report to agency any unauthorized use or disclosure of PHI not otherwise provided for by this Agreement once Contractor becomes aware of such unauthorized use or disclosure, including any remedial action taken or proposed to be taken by Contractor with respect to such unauthorized use or disclosure. Contractor shall cooperate with NDCS to mitigate any harmful effects of such unauthorized use or disclosure.
4. To require any subcontractors and agents, to whom Contractor provides PHI obtained under this Agreement, to agree in writing to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Contractor. Such agreement shall include a provision requiring the subcontractor and/or agent to notify Contractor of any instances of unauthorized use or disclosure of PHI provided by Contractor/Provider.
5. To disclose to Contractor's subcontractors, agents or other third parties only the minimum necessary PHI necessary to perform or fulfill their obligations under this Contract.
6. Comply with patient rights conferred by HIPAA, to include, allowing patient's access to their own PHI, making PHI available for amendment and incorporating any amendments to the PHI in accordance with HIPAA and accounting for disclosures of PHI as required under HIPAA.
7. Make Contractor's internal practices, books and records relating to the use and disclosure of PHI received from or created or received by Contractor on behalf of NDCS available to the Secretary of the Department of Health and Human Services (HHS) for purposes of determining Contractor's compliance with HIPAA. Contractor shall immediately notify NDCS upon receipt by Contractor of any such request, and shall provide NDCS with copies of any such materials.
8. At termination of this Contract, return to NDCS or destroy all PHI received from or created or received by Contractor on behalf of NDCS which Contractor or its subcontractor/agent still maintains in any form and retain no copies of such PHI. If Contractor is unable to return or destroy such PHI, the terms of this section shall apply to such PHI for as long as Contractor or subcontractor/agent has possession or access to PHI.

9. Notwithstanding any other provision of this Contract and in addition to any other remedies NDCS may have, NDCS may immediately terminate this Contract without penalty if it determines, in its sole discretion that Contractor or its subcontractors or agents have violated a material term of this section. The parties agree to amend this Contract as necessary to comply with HIPAA and any regulations that may be promulgated thereunder. The parties further agree to execute such other agreements as may be required by law. The parties' obligations and rights under this section shall survive termination of this Contract.

U. **OFFICE OF PUBLIC COUNSEL (Statutory) (DHHS USE ONLY)**  
 If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

V. **LONG-TERM CARE OMBUDSMAN (Statutory) (DHHS & NDVA USE )**  
 Contractor must comply with the Long-Term Care Ombudsman Act, per Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.


W. **EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**X. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

In addition to the agreed upon contract language, Maxim would also respectfully request that the following language be included in the final contract:

**Incident Reports.** Incidents may be reported to CONTRACTOR account representative at any time. However, contracting agency shall provide monthly report to CONTRACTOR detailing any adverse event(s) concerning patient care and/or safety known to involve any Contract Worker(s) provided under this Agreement (including, but not limited to Contract Workers' errors, unanticipated deaths, and/or other unanticipated patient-related events or injuries known or suspected to be attributable to Contract Worker(s), and/or any safety hazards known or suspected to be related to the services provided by Contract Worker(s)) in order to comply with CONTRACTOR's incident tracking program. The monthly report shall also detail any complaints and/or grievances regarding or relating to Contract Worker(s). In the event that contracting agency has no incidents to report for the month, the monthly report shall be sent to CONTRACTOR stating that there were no incidents.