

**JEFFERSON COUNTY PUBLIC SCHOOLS  
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Maxim Healthcare Staffing Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 233 Quartermaster Court, Jeffersonville, IN 47130 (hereinafter "Contractor").

**WITNESSETH:**

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

**ARTICLE I**

**Entire Agreement; Amendments**

This Contract, along with the Educational Institution Staffing Agreement included as **Attachment A** and the Credentialing Waiver Addendum Completion of County Court Criminal Background Checks included as **Attachment B**, is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

**ARTICLE II**

**Services**

As described in more detail in Attachment A, Contractor agrees to perform the services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. As described in Attachment A, the Services involve supplemental staffing services and providing licensed health care personnel to provide healthcare services to the Board.

**ARTICLE III**

**Compensation**

The Board shall pay Contractor pursuant to Article 5 of Attachment A (hereinafter “Contract Amount”). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	See Article 5 of Attachment A
Progress Payments (if not applicable, insert N/A):	See Article 5 of Attachment A
Costs/Expenses (if not applicable insert N/A):	See Article 5 of Attachment A
Fund Source:	CRRSA – ESSER II

#### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on March 10, 2021 and shall complete the Services no later than June 30, 2021, unless this Contract is modified as provided in Article VIII.

#### ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and Contractor may obtain the services of a subcontractor pursuant to the terms of Section 2.4 of Attachment A

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor’s employees. The supplies necessary for the performance of the Services shall be governed by Section 3.13 of Attachment A.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

To the extent permitted by Kentucky law, Contractor and the Board agree to the indemnity provisions provided in Attachment A and Attachment B.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract the policies set forth at Section 2.3 of Attachment A. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

#### ARTICLE VI Equal Opportunity



During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

## ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

## ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

## ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

## ARTICLE X Mutual Termination for Default

Either Party may, by written notice of default of the other party, terminate the whole or any part of this Contract, if either party breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of fourteen (14) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds a commercially reasonable cost of obtaining the Services under this Contract, Contractor shall pay any commercially reasonable cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

## ARTICLE XII Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

## ARTICLE XIII Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

## ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

## ARTICLE XV Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.



- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of March, 10, 2021.

Contractor's Social Security Number or Federal Tax ID Number: \_\_\_\_\_

JEFFERSON COUNTY BOARD OF  
EDUCATION

Maxim Healthcare Staffing  
CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Martin A. Pollio, Ed.D.

Title: Superintendent

\_\_\_\_\_  
Title: \_\_\_\_\_

Cabinet Member: Dr. Carmen Coleman

\_\_\_\_\_  
(Initials)



Jefferson County Public Schools  
**NONCOMPETITIVE NEGOTIATION  
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —  
State the date the emergency was declared by the superintendent: 3/8/2021
2. There is a single source for the items within a reasonable geographic area—  
Explain why the vendor is a single source: \_\_\_\_\_
3. The contract is for the services of a licensed professional, education specialist, technician, or an artist—  
State the type of service: licensed providers
4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis—  
State the item(s): \_\_\_\_\_
5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —  
State the type(s) of item(s): \_\_\_\_\_
6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —  
State the item(s): \_\_\_\_\_
7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —  
State the location: \_\_\_\_\_
8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —  
Explain the logic: \_\_\_\_\_
9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids—  
State the items: \_\_\_\_\_

**I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.**

Dr. Marty Pollio  
Print name of person making Determination

Superintendent  
School or Department

  
Signature of person making Determination

3/8/21  
Date

Maxim Healthcare Staffing  
Name of Contractor (**Contractor Signature Not Required**)

\_\_\_\_\_  
Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations







## EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 10th day of March, 2021, by and between Jefferson County Public Schools located at 3332 Newburg Rd Louisville, KY 40218, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Staffing Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 233 Quartermaster Court Jeffersonville, IN 47130 referred to in this Agreement as "MAXIM."

### RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School district located in Louisville, KY and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

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

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, EDUCATIONAL INSTITUTION 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 from March 10, 2021 until June 30, 2021.

**Section 1.2 Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) 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.**

A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.7 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

**Section 2.2 Personnel.** MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet

the following criteria and shall provide evidence of the following to EDUCATIONAL INSTITUTION before clinical services by such Personnel are to be provided and shall thereafter immediately notify EDUCATIONAL INSTITUTION if there is a change in the following criteria:

- 1) Possess current state license/registration and/or certification and not have had a state license/registration and/or certification suspended, terminated or involuntarily restricted, and not have voluntarily withdrawn a licensure application in anticipation of a denial or disciplinary proceeding.
- 2) Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 4) Possess proof of pre-employment screening to include: (a) TB skin test or chest X-ray as required by law, (b) submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services, (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.
- 5) Successfully completed a county court criminal background check.
- 6) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 7) If applicable, possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 8) Completed MAXIM standard OSHA and HIPAA training.
- 9) If Personnel are to provide any clinical care or perform any services for which EDUCATIONAL INSTITUTION will bill to, receive payment for or seek reimbursement from (collectively, "Bill") any federal or state health care program, grant, private payer program or other third party payer (collectively, "Third Party Payers"), MAXIM agrees to cooperate with EDUCATIONAL INSTITUTION in obtaining the information necessary to have such Personnel credentialed by the applicable Third Party Payers, including without limitation, any of the credentials listed in this Section 2.2 and other credentials as may be required to be a participant in and/or credentialed by the applicable Third Party Payers. EDUCATIONAL INSTITUTION has the right to refuse or terminate the services of Personnel for whom MAXIM or Personnel fail or refuse to provide the credentials necessary to Bill for the services to be provided hereunder.
- 10) Have not been convicted of any of the following:
  - a) Any conviction for sex-related offenses;
  - b) Any conviction for offenses against minors;
  - c) Any conviction for felony offenses except as provided in Section 2.2(8)(f) below;
  - d) Any conviction for deadly weapon-related offenses;
  - e) Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years; or



- f) Any conviction for violent, abusive, threatening or harassment related offenses; OR other convictions determined by the EDUCATIONAL INSTITUTION to bear a reasonable relationship to the ability of the Personnel to provide the services herein.

Personnel shall immediately notify the EDUCATIONAL INSTITUTION if they are if they are convicted of or plead guilty to one of the criminal offenses listed above and shall immediately cease providing services under this Agreement and shall not remain upon premises of an EDUCATIONAL INSTITUTION facility for any purpose under this Agreement.

- 11) Not be currently debarred, suspended or excluded from any state or federal program nor included at any time on a state or federal government exclusion list, including the following:
  - (a) List of Excluded Individuals and Entities (LEIE);
  - (b) System for Award Management (SAM); and
  - (c) State Medicaid provider termination and exclusion list of any state in which Personnel has had a license, registration and/or certification to practice, as applicable.

**Section 2.3 Insurance.** MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing at least the following coverages: (i) commercial general liability, including general aggregate (except products-completed operations) at least in the amount of \$2,000,000, products-completed operations (\$2,000,000 in the aggregate), personal/advertising injury (\$1,000,000 per person/organization), \$1,000,000 for each occurrence of bodily injury and property damage, a \$5,000 limit per person medical expense, exclusions of property in Contractors Care, Custody or Control will be eliminated, Property Damage Liability Insurance will provide coverage for explosion, collapse, and underground damage; (ii) Healthcare Professional Liability Coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate for errors and omissions and other wrongful acts committed by Personnel while providing clinical care services; and (iii) Cyber Liability Coverage with express coverage of at least \$5,000,000 per occurrence and in the aggregate, including coverage for network security, a breach and notification of the privacy and security of individually identifiable information, including but not limited to any breach of HIPAA/HITECH or any other state or federal law or regulation governing the confidentiality, unauthorized disclosure of personally identifiable information, which shall not exclude coverage for malware, nor exclude coverage based upon or arising out of the liability of others assumed by MAXIM under any contract or agreement MAXIM will provide a certificate of insurance evidencing such coverage to EDUCATIONAL INSTITUTION.

**Section 2.4 Use of Independent Contractors and Subcontractors.** Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may subcontract this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION 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. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

**Section 2.6 Timekeeping.** MAXIM reserves the right to utilize any automated or electronic timekeeping software or systems for the provision of Services and is not required or mandated to use paper-based timekeeping record keeping unless otherwise required by applicable law(s).

### **ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION**

**Section 3.1 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively "Protocol(s)"). EDUCATIONAL INSTITUTION's responsibilities include, but are not limited to Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.12, Section 3.13, and Section 7.2 including that those Sections shall comply with this Section's referenced laws.

**Responsibility for Distance Learning Service(s).** EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, to the extent permitted by Kentucky Law, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

**Section 3.2 Orientation.** EDUCATIONAL INSTITUTION will promptly provide Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.

**Section 3.3 Requests for Personnel.** EDUCATIONAL INSTITUTION 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 EDUCATIONAL INSTITUTION at the time of the initial call.

**Section 3.4 Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION 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 3.5 Staff Order Cancellation.** If EDUCATIONAL INSTITUTION changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill EDUCATIONAL INSTITUTION for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting Personnel prior to reporting time.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION 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. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION 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 EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION 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 a placement fee 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 Weekday Hourly Bill Rate x 1,440 Hours x 30%).
- Section 3.7 Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION 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. EDUCATIONAL INSTITUTION'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 EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.
- Section 3.9 Assignment Confirmation.** MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.
- Section 3.10 Insurance.** EDUCATIONAL INSTITUTION 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. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.
- Section 3.11 Incident Reports.** Incidents may be reported to MAXIM account representative at any



time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving Personnel within twenty-four (24) hours of the event. EDUCATIONAL INSTITUTION shall provide MAXIM with any applicable incident reports and detailed description of any investigation completed; notwithstanding the foregoing, the parties agree and acknowledge that student PII/PHI shall not be included in any verbal, written paper or electronic reporting of incidents. EDUCATIONAL INSTITUTION shall not interview or discuss the event with Personnel without consent, which consent shall not be unreasonably withheld or delayed by MAXIM; notwithstanding the foregoing, MAXIM and Personnel shall comply with EDUCATIONAL INSTITUTION's Policy 09.2211 and any applicable state or federal requirements regarding the investigation of incidents involving Personnel and shall cooperate with EDUCATIONAL INSTITUTION in ensuring that such incidents are reported to local, state or federal agencies and/or enforcement authorities as may be required by applicable law.

**Section 3.12 Work Environment.** EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s) EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

**Section 3.13 Supplies.** EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

#### **ARTICLE 4. MUTUAL RESPONSIBILITIES**

**Section 4.1 Non-discrimination.** Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability or limitations related to pregnancy, childbirth, or related medical conditions 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 EDUCATIONAL INSTITUTION at chosen schedule below:

- ☒ Weekly
- ☐ Bi-weekly

☐Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

**Jefferson County Public Schools**  
**3332 Newburg Rd**  
**Louisville, KY 40218**  
**ATTN: Accounts Payable**

- Section 5.2 Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION 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 EDUCATIONAL INSTITUTION at least thirty(30) days advance written notice of any change in rates.
- Section 5.5 Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.
- Section 5.6 Assignment of Fees.** EDUCATIONAL INSTITUTION shall have exclusive authority to determine the charges or fees, or a procedure for establishing the charges or fees, if any, to be charged for any services performed by Personnel on behalf of EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION, or any third party acting on its behalf, shall bill and collect all charges or fees for the services of any Personnel provided under this Agreement and such charges or fees shall be the sole and exclusive property of the EDUCATIONAL INSTITUTION. Neither MAXIM nor its Personnel shall bill to or collect from any patient or Third Party Payer any amount for services rendered by Personnel on behalf of EDUCATIONAL INSTITUTION. MAXIM hereby irrevocably assigns and grants to EDUCATIONAL INSTITUTION (and to any party with which it may contract), and shall cause Personnel providing services hereunder to irrevocably assign and grant to EDUCATIONAL INSTITUTION (and to any party with which it may contract), the right to bill and collect from patients or third party payors for all services rendered by such Personnel hereunder, regardless of the location where any such services may be rendered by such Personnel. MAXIM agrees to execute (and agrees to require Personnel hereunder to execute) any and all agreements, forms or documents deemed necessary or desirable by EDUCATIONAL INSTITUTION (and any party with which it may contract) to carry out the terms of this Section. To the extent MAXIM or any Personnel receive any payment for the services of Personnel provided hereunder, MAXIM shall, and shall cause such Personnel to, immediately remit the same to EDUCATIONAL INSTITUTION. Personnel's charges or fees shall mean all billings for services from all phases of such Personnel's professional or other services whatsoever on behalf of EDUCATIONAL INSTITUTION. MAXIM acknowledges, and shall cause Personnel to acknowledge, that the engagement set forth in this Agreement in no way confers upon MAXIM or Personnel any interest or claim in the charges or fees for such Personnel's services hereunder for EDUCATIONAL INSTITUTION, whether the same are collected during or after the engagement of MAXIM by EDUCATIONAL INSTITUTION, and MAXIM, on behalf of itself and its Personnel, hereby disclaims and renounces any such interest or claim.

#### **ARTICLE 6. GENERAL TERMS**

**Section 6.1 Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION 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 EDUCATIONAL INSTITUTION 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 6.2 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 6.3 Indemnification.**

MAXIM shall indemnify and hold harmless the Educational Institution, elected and appointed officers, employees, agents and volunteers ("Educational Institution Indemnitees") only for negligent acts, errors, or omissions of MAXIM or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Educational Institution Indemnitees in a claim or suit. No indemnity shall be provided by MAXIM for the dollar amount of liability apportioned to Educational Institution Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

To the extent permitted by Kentucky law, Educational Institution shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of the Educational Institution or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit. No indemnity shall be provided by the Educational Institution for any liability imposed upon the MAXIM Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct. Notwithstanding the above, if EDUCATIONAL INSTITUTION is a public agency subject to immunity under state or federal law, it agrees to indemnify MAXIM pursuant to the above to the extent permitted by Kentucky law,

**Section 6.4 Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, 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.

Jefferson County Public Schools  
Newburg Rd  
Louisville, KY 40218  
ATTN: Eva Stone

Maxim Healthcare Staffing Services, Inc. 3332  
7227 Lee DeForest Drive  
Columbia, MD 21046  
ATTN: Contracts Department

COPY TO:  
Maxim Healthcare Staffing Services, Inc.  
233 Quartermaster Court  
Jeffersonville, IN 47130  
ATTN: **Chase Coulter**

**Section 6.5 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 6.6 Entire Contract; Counterparts.** This Agreement, along with the Contract for the Procurement of Professional Services and the Credentialing Waiver Addendum, constitute the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement, along with the Contract for the Procurement of Professional Services and the Credentialing Waiver Addendum, 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 6.8.
- Section 6.7 Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- Section 6.8 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 EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.9 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 6.10 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, 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 Commonwealth of Kentucky and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 6.11 Limitation on Liability.** To the extent permitted by Kentucky law, neither MAXIM nor EDUCATIONAL INSTITUTION 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.
- Section 6.12 Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.
- Section 6.13 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.



## **ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION**

### **Section 7.1 Confidentiality.**

- A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.
- B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by state or federal law or a court of competent jurisdiction or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.
- C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by state or federal law or a court of competent jurisdiction or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations and official government agency guidance including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and all amendments thereto.
- D. The obligations set forth in this Section shall survive the termination of this Agreement.

**Section 7.2 HIPAA/FERPA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student health and other information, to include, without limitation, HIPAA, FERPA, HITECH and Kentucky's applicable data privacy and data breach laws, including but not limited to KRS 365.732 and KRS 61.931 *et seq* (collectively, "Data Privacy Laws"). In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's Workforce as that term is defined by HIPAA and to that end, all Protected Health Information ("PHI") is created, accessed, viewed, transmitted, maintained, stored, and otherwise used in EDUCATIONAL INSTITUTION's work environment. The parties



further acknowledge that the exchange of PHI between the parties is not necessary in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce or to otherwise carry out the responsibilities and obligations of the parties hereunder. MAXIM and EDUCATIONAL INSTITUTION agree to implement and enforce policies and procedures, and provide training thereon, with regard to Personnel that prohibits them from creating, accessing, viewing, transmitting, maintaining, storing or otherwise using PHI on any personal or MAXIM-supplied computing device or while physically present on any property owned or controlled by MAXIM.

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

Notwithstanding the foregoing, should MAXIM or its staff have incidental access, direct or indirect, to PII or PHI of EDUCATIONAL INSTITUTION, MAXIM and said staff shall protect such PII or PHI in compliance with medical records laws and/or applicable Data Privacy Laws. Further, if access to PII or PHI by MAXIM, its Personnel hereunder or any other MAXIM staff, compromises or results in a breach of the confidentiality of the PII or PHI under applicable Data Privacy Laws, MAXIM agrees to indemnify and hold harmless EDUCATIONAL INSTITUTION, its directors, officers, shareholders, employees, and agents from and against any and all third-party claims, actions, or liabilities arising out of and/or in connection with a breach of confidentiality of PII or PHI.

[End of document; signature page follows]

EDUCATIONAL INSTITUTION 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.

JEFFERSON COUNTY PUBLIC SCHOOLS:

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**Jefferson County Public Schools STAFFING RATES**

Charges will be based on the following hourly rate schedule effective February 23, 2021:

Service	Rate (per hour)
BCBA	\$105
Behavior Tech	\$40
Intervention Specialist	\$70
LPN/LVN	\$44
CNA	\$34
Paraprofessional	\$30
PT/OT	\$70
RN	\$50
School Psychologist	\$90
SLP	\$75
SLP - CFY	\$70

**Annual Rate Increase.** An annual rate increase of 1% will be added to each services type listed above every year on Effective Date.

**Mileage.** Mileage will be charged at \$IRS Standard Rate per mile.

**Orientation.** Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

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

**Quarantine.** CLIENT agrees to pay Quarantine costs for assigned personnel if personnel is placed on COVID-19 Quarantine while on assignment at CLIENT facility, including, but not limited to: travel expenses and two (2) weeks of pay. Costs will be billed as pass-through to CLIENT.

JEFFERSON COUNTY PUBLIC SCHOOLS:

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date







**CREDENTIALING WAIVER ADDENDUM  
COMPLETION OF COUNTY COURT CRIMINAL BACKGROUND CHECKS**

This Addendum (hereinafter "Addendum") is entered into this 10th day of March, 2021, by and between Jefferson County Public Schools, referred to in this Agreement as "CLIENT," and Maxim Healthcare Staffing Services, Inc., referred to in this Agreement as "MAXIM."

**RECITALS**

**WHEREAS**, CLIENT and MAXIM entered into an Education Institutional Staffing Agreement (hereinafter "Agreement"), with an effective date of March 10, 2021;

**WHEREAS**, In addition to the Services outlined in the Agreement, CLIENT is amenable to waiving the completion of the county court criminal background checks set forth as part of the Personnel Requirements and Credentialing Process(es) in Section 2.2(5) of the Agreement ("County Credentialing") prior to MAXIM Personnel starting work assignment(s);

**WHEREAS**, CLIENT and MAXIM wish to add to the Agreement to incorporate the following terms and conditions governing the provision of the County Credentialing;

**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, CLIENT and MAXIM hereby agree as follows:

Principles of Construction. Whenever the terms and conditions of the Agreement, any Amendment(s), any Addendum(s), and this Addendum conflict, the terms and conditions of this Addendum control. Except as specifically modified by the terms and conditions of this Addendum, all of the Agreement remains in full force and effect.

County Credentialing. If CLIENT accepts MAXIM Personnel to begin work assignment(s) ("Acceptance") while the County Credentialing is pending, then to the extent permitted by Kentucky law, CLIENT agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with the County Credentialing result(s), provided MAXIM apprises CLIENT every [seven (7) days] of the status of the pending County Credentialing for said Personnel and notifies CLIENT of any adverse County Credentialing results on the same day as MAXIM's receipt. If MAXIM does not provide CLIENT with the results of County Credentialing within [thirty (30) days] of the Acceptance date, CLIENT may terminate Acceptance of said Personnel without any further obligation from the time of notice, to compensate MAXIM for said Personnel so long as CLIENT notifies MAXIM of its decision to terminate Acceptance within two (2) business days of receiving said notice regarding the lack of County Credentialing Results. MAXIM agrees to apprise any Personnel for whom there is an Acceptance under this provision that continued placement with CLIENT is conditioned upon the successful completion of County Credentialing.

All other terms and conditions will remain unchanged as stated in the Agreement.

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

JEFFERSON COUNTY PUBLIC SCHOOLS:

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date