



DIRECT PLACEMENT AGREEMENT

This Agreement is entered into this 21 day of August, 2023, by and between **Oldham County Public Schools**, located at 1900 Button Lane La Grange, KY 40031, referred to in this Agreement as "CLIENT," and **Maxim Healthcare Staffing Services, Inc.**, including its affiliates and subsidiaries, with an office located at 401 s Fourth Street Louisville, KY 40202, referred to in this Agreement as "MAXIM."

CLIENT requires the use of an agency to hire additional personnel (hereafter referred to as "EMPLOYEE(s)"). MAXIM is an agency that provides direct placement services and will assign EMPLOYEE(s) to CLIENT for permanent employment.

Therefore, CLIENT and MAXIM agree to the following terms and conditions.

Section 1.1 Direct Placement Fee. If CLIENT hires any EMPLOYEE who has been introduced, interviewed, or provided resumes for by MAXIM, CLIENT agrees to pay MAXIM a direct placement fee, as specified on Attachment A. CLIENT agrees not to refer any EMPLOYEE who has been introduced to CLIENT by MAXIM, to another party, including but not limited to, any affiliate, department or division of CLIENT. Should CLIENT refer EMPLOYEE to another party, and the party enters into a service relationship with the EMPLOYEE, both CLIENT and party will be responsible for payment of the placement fee.

Section 1.2 Billing. MAXIM will invoice CLIENT at the following address:

**Oldham County Public Schools
1900 Button Lane
La Grange, KY 40031
Attn: Debbie Jones**

Section 1.3 Payment. All amounts are due and payable to MAXIM within seven (7) days from the date of invoice. CLIENT will send payment to the address set forth on the invoice.

Section 1.4 Late Payment. Interest will be applied to any account that is past due at an annual percentage rate not less than eighteen percent (18%) or the maximum rate permitted by applicable law, whichever is less. CLIENT agrees to reimburse MAXIM for all reasonable attorneys' fees, costs, and expenses incurred in connection with the collection of overdue or delinquent accounts or legal actions resulting from breach of the terms of this agreement.

Section 1.5 Guarantee. If hired EMPLOYEE is dismissed for cause, within thirty (30) days of date of hire, MAXIM will replace EMPLOYEE at no additional charge to the CLIENT.

Section 1.6 Indemnity. Once CLIENT hires EMPLOYEE, MAXIM is released from all staffing responsibility, employer obligations, and personnel matters related to EMPLOYEE, including, but not limited to insurance coverage, payment of wages or other forms of compensation, and mandatory state and federal withholdings. CLIENT agrees to indemnify, defend, and hold harmless MAXIM from any liability or claim, arising out of employment with CLIENT.

MAXIM and CLIENT have acknowledged their understanding of and agreement to the mutual promises written above by executing this Agreement. Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement.

OLDHAM COUNTY PUBLIC SCHOOLS:

MAXIM HEALTHCARE STAFFING
SERVICES, INC.:



Signature

Signature

Jason Radford, Superintendent

Printed Name & Title

Printed Name & Title

8/25/2023

Date

Date

ATTACHMENT A
MAXIM HEALTHCARE STAFFING SERVICES, INC.
DIRECT PLACEMENT FEES FOR
OLDHAM COUNTY PUBLIC SCHOOLS

CLIENT agrees to hire below Employee(s) and pay a flat fee, as prescribed below.

Employee	Title	Date	Fee
Patricia Boone	Special Education Teacher	8/21/23	\$7,500
			\$
			\$
			\$
			\$
			\$

OLDHAM COUNTY PUBLIC SCHOOLS:



 Signature

Jason Radford, Superintendent

 Printed Name & Title

8/25/23

 Date