

Kenton County School District | *It's about ALL kids.*

Issue Paper

DATE:

March 9, 2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve Maxim Healthcare Services, Inc Agreement for school services with Maxim Healthcare to provide services for a newly enrolled medically fragile preschool student for the 2025-26 school year.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

The District has recently enrolled a preschool student whose medical needs are significant and require continuous, specialized health support throughout the instructional day. Due to the severity and complexity of the student's medical condition, the level of care required exceeds the supports that can be reasonably provided by existing district staff without compromising student safety. The student's medical needs necessitate ongoing monitoring and intervention during the school day to ensure health, safety, and access to instruction. In order to maintain the student in the least restrictive environment (LRE) and allow participation in a full preschool day alongside peers to the greatest extent appropriate, additional health care support is required. Engaging a licensed health care agency ensures that the student's medical needs are met by trained professionals while allowing instructional staff to focus on delivering high-quality early learning experiences. This approach supports both the student's educational access and the District's obligation to provide a safe and appropriate learning environment. The previous agreement with Interim HealthCare was terminated due to the provider's inability to supply licensed and qualified personnel to staff the position. Maxim Healthcare Services has confirmed that qualified staff are available to assume the case.

FISCAL/BUDGETARY IMPACT:

\$18,655 Preschool IDEA. The projected cost of services was calculated using a full preschool day for the remaining instructional days of this school year. However, the actual cost will be dependent upon the student's finalized schedule and daily attendance.

RECOMMENDATION:

Consider/Approve Maxim Healthcare Services, Inc Agreement for school services with Maxim Healthcare to provide services for a newly enrolled medically fragile preschool student for the 2025-26 school year.

CONTACT PERSON:

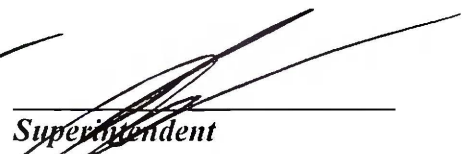
Paula Rust, Director of Health Services



Principal/Administrator



District Administrator



Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



EDUCATIONAL INSTITUTION AGREEMENT

This EDUCATIONAL INSTITUTION Agreement (hereinafter "Agreement") is entered into this 8th day of April, 2026, by and between **Kenton County Board of Education** located at 2044 Tuscanview Dr, Covington, KY 41017, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 4600 McAuley Place, Suite 300 Blue Ash, OH 45242 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in STATE and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a healthcare 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 for the remainder of one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

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

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services.

A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified healthcare providers (i.e. LPNs, RNs, BCBAs, RBTs, BTs, Behavioral Aides and other various health services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental healthcare staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 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 MAXIM 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.

- C. **Manage Care.** Services will be determined by the EDUCATIONAL INSTITUTION as directed by the student’s Individualized Health Plan (IHP) and/or Individual Education Plan (IEP). The requirements of the IHP and/or IEP, and any associated medical care, will be communicated to MAXIM Personnel. MAXIM, at the request of the EDUCATIONAL INSTITUTION, may assist in obtaining information from prescribing physicians and/or parents/legal guardians on an as needed basis.

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

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 3) If requested by EDUCATIONAL INSTITUTION in writing prior to the start of services, Maxim Personnel will complete a pre-employment physical.
- 4) Possess proof of pre-employment screening to include: (a) TB skin test, TB Symptoms Screening, or chest X-ray as required by law, (b) criminal background check(s), (c) drug screenings, as requested in writing, and (d) anything additional as required by the Agreement.
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) If applicable, possess current skills competency to include, (i) RN verified demonstration of skills, verified work history, and as requested, and provided by the EDUCATIONAL INSTITUTION, written exam.
- 7) Completed MAXIM standard Compliance Training.
- 8) Completed MAXIM standard OSHA and privacy training.

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 general and professional liability coverage of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by 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 Individual Education Plans (IEP) and/or Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management)(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 Documentation processes and requirements, 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 MAXIM Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.13, Section 3.14, 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, EDUCATIONAL INSTITUTION 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 MAXIM 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, 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 MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

Section 3.2 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding the student's IHP and/or IEP, compliance with confidentiality rules and expectations, 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 MAXIM Personnel prior to reporting time.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM 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 MAXIM 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 MAXIM 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 Assignment Cancellation for Convenience.** EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date.
- Section 3.11 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 3.12 Reporting Issues/Concerns.** EDUCATIONAL INSTITUTION may notify MAXIM's account representative of any issues or concerns with services provided by MAXIM Personnel at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event. This includes, without limitation events involving claims of unprofessional conduct, improper cares or services, injuries or harm caused to MAXIM Personnel or a student by and through the actions of MAXIM Personnel. EDUCATIONAL INSTITUTION shall cooperate with MAXIM's efforts to review all issues or concerns reported to MAXIM and shall provide MAXIM with any related documentation, incident reports and detailed description of any investigation it may have complete. EDUCATIONAL INSTITUTION shall not interview or discuss the event with MAXIM Personnel without consent.
- Section 3.13 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 MAXIM 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 3.14 Medical 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 MAXIM 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 age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to 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:

**Kenton County Board of Education 2044
Tuscanyview Dr, Covington, KY 41017 ,
ATTN: Accounts Payable**

Section 5.2 Payment. All amounts due to MAXIM are due and payable within sixty (60) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.

Section 5.3 Rate Change. MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.

Section 5.4 Annual Rate Increases. EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

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, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by MAXIM for any liability imposed upon the Educational Institution Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

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 under the law, up to applicable state law limit(s).

Section 6.4 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Kenton County Board of Education, 2044 Tuscanview Dr
Covington, KY 41017 ATTN:
Paula Rust

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

ATTN: Contracts Department

COPY TO:
Maxim Healthcare Services, Inc.
4600 McAuley Place Suite 300
Blue Ash, OH 45242
ATTN: **Oliver Lindsay**

Section 6.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.7 Entire Contract; Counterparts. This Agreement constitutes 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 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 6.9.

- Section 6.8 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 MAXIM 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 6.9 Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State 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 State of Kentucky and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 6.12 Limitation on Liability.** 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 6.13 Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.
- Section 6.14 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

- Section 7.1 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.

Section 7.2 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 law 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.

Section 7.3 **Student Records/Data.** The parties recognize and acknowledge that, by virtue of entering into this Agreement, the parties will receive and exchange educational information, personal information and/or medical information regarding the students being served under this Agreement and that the access to, use of and disclosure of this information is governed and protected by various federal and state laws and regulations to include, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

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 MAXIM 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 in terms of Maxim Personnel placed in the EDUCATIONAL INSTITUTION's physical or technical environment for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment. Additionally, 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).

MAXIM 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. MAXIM will be responsible for providing all education and training to MAXIM Personnel as it relates to MAXIM's privacy and security processes, including, without limitation MAXIM's process and expectations for collecting, storing, securing, and transferring data collected under this Agreement.

Section 7.4 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.

Section 7.5 The obligations set forth in this Section shall survive the termination of this Agreement.

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.

KENTON COUNTY BOARD OF
EDUCATION:

MAXIM HEALTHCARE SERVICES, INC.:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

**ATTACHMENT A
STAFFING RATES**

Charges will be based on the following hourly rate schedule effective 1st August 2026:

Service	Rate (per hour)
Hourly Licensed Practical Nurse (LPN)	\$65 per hour
Hourly Registered Nurse (RN)	\$70 per hour

Annual Rate Increase. An annual rate increase of 0% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at \$0.00 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.

KENTON COUNTY BOARD OF
EDUCATION:

MAXIM HEALTHCARE SERVICES, INC.:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date