

**SCHOOL BOARD OF CLAY COUNTY, FLORIDA
STAFFING AGREEMENT**

This Agreement is entered into this ____ day of _____, 20__, by and between **School Board of Clay County, Florida** located at **900 Walnut Street, Green Cove Springs, FL 32043**, referred to in this Agreement as “**FACILITY**,” and **Maxim Healthcare Services**, including its affiliates and subsidiaries, with an office located at **3100 University Blvd. South, Suite 108, Jacksonville, Florida 32216** referred to in this Agreement as “**MAXIM**.”

FACILITY requires health care personnel to work in various areas of FACILITY on various school schedules and wishes to engage MAXIM to provide such personnel to supplement FACILITY’S staff and to include when necessary the riding of school buses.

MAXIM employs health care personnel and is willing to provide such personnel to FACILITY.

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

ARTICLE 1. TERM OF AGREEMENT

Section 1.01 Term and Termination. This Agreement shall be in effect for one (1) year and shall be automatically renewed at the end of the first year and each subsequent year unless terminated. 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 shall 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 2.01 Services. MAXIM shall, upon request by FACILITY, provide nurses (RNs and LP(V)Ns), (collectively, “Personnel”) to FACILITY for supplemental staffing services, subject to availability of qualified Personnel.

Section 2.02 Personnel. MAXIM shall supply FACILITY with Personnel who meet the following criteria:

- 1) Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to FACILITY, and possess CPR certification, if required by applicable laws, regulations, or accreditation standards, to be presented to FACILITY Administrator upon request.

- 2) Meet MAXIM and FACILITY conditions of employment regarding health clearance (to include proof of pre-employment physical and TB skin testing), provision of professional references, and any other applicable hiring criteria, documentation of which shall be kept in the MAXIM employee file.
- 3) Shall, preferably have at least one (1) year of relevant professional experience and on (1) year of specialty experience, which shall be documented by references and kept on file.
- 4) Shall ensure that all personnel contact the School Board and arrange for finger printing and Level 2 Background Clearance prior to beginning work.

Section 2.03 Insurance. MAXIM shall maintain (at its sole expense), a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering acts or omissions of MAXIM employees while providing services for or on behalf of FACILITY pursuant to this Agreement.

Section 2.04 Employer Obligations. MAXIM shall follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor, if applicable, shall maintain direct responsibility as employer for payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance.

Section 2.05 Record Access. In instances where FACILITY is Medicare and/or Medicaid certified, MAXIM agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records shall be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after services are furnished under this Agreement.

ARTICLE 3. RESPONSIBILITIES OF FACILITY

Section 3.01 Requests for Personnel. FACILITY shall attempt to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. Emergency requests may be placed at any time by FACILITY. All information regarding reporting time and assignment shall be provided at the time of the initial call.

Section 3.02 Short-notice Request. FACILITY shall be billed by MAXIM for the entire shift if an order for staff is made less than two (2) hours prior to the start of the shift, as long as the individual reports for work within a reasonable period of time relative to the distance from his or her home.

Section 3.03 Staff Order Cancellation. If FACILITY changes or cancels an order less than three (3) hours prior to the start of a shift, MAXIM shall bill FACILITY for four (4) hours at the established fee for each scheduled person. MAXIM shall be responsible for contracting MAXIM Personnel Prior to report time.

Section 3.04 Responsibility for Patient Care. MAXIM shall be fully responsible for patient care while MAXIM Personnel are performing duties for or on behalf of FACILITY.

Section 3.05 Placement Fee. If Facility recruits or hires anyone provided by MAXIM who has been introduced to FACILITY through this Agreement, FACILITY shall either give MAXIM ninety (90) days notice of its intent, continuing to use the individual through MAXIM for that time, or FACILITY shall pay MAXIM a finder's fee of five thousand dollars (\$5000.00) or thirty percent (30%) of the employee's annualized salary, whichever is greater.

Section 3.06 Right to Dismiss. If FACILITY'S Assistant Superintendent of Instruction or designee determines that anyone provided by MAXIM is incompetent, has engaged in misconduct, or has been negligent, FACILITY may require the individual to leave the premises and shall notify MAXIM immediately. FACILITY'S obligation to compensate MAXIM for such individual's services shall be limited to the number of hours actually worked. MAXIM shall not reassign the individual to FACILITY without prior approval.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.01 Orientation. MAXIM shall cooperate with FACILITY to provide MAXIM with adequate and timely orientation to FACILITY. At a minimum, FACILITY shall orient MAXIM Personnel to its hazard communication procedures and the FACILITY specific Exposure Control Plan as it pertains to OSHA requirements for blood borne pathogens.

Section 4.02 Non-discrimination. Neither MAXIM nor FACILITY shall 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 5.01 Rates.** MAXIM shall supply Personnel under this Agreement at the rates listed in page 5 of this Agreement.
- Section 5.02 Billing.** MAXIM shall submit invoices to FACILITY every week for Personnel provided to FACILITY. Invoices shall be submitted to the following address:
- School Board of Clay County
Attn: ESE, 23 S. Green Street
Green Cove Springs, Florida 32043**
- Section 5.03 Payment.** All amounts due to MAXIM are due and payable in accordance with the Florida Prompt Payment Act.
- Section 5.04 Attorney's Fees.** In the event either party is required to obtain legal assistance to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the parties shall be responsible for paying their own Attorney's fees.
- Section 5.05 Rate Changes.** MAXIM shall give FACILITY at least thirty (30) days advance written notice of any changes in rates. These changes shall be mutually agreed upon in writing by both parties.

ARTICLE 6. GENERAL TERMS

- Section 6.01 Independent Contractors.** The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties or their respective employees, agents or representatives.
- Section 6.02 Indemnification.** MAXIM agrees to indemnify and hold harmless FACILITY, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against FACILITY by third parties in connection with the negligent acts and/or omissions of MAXIM, its directors, officers, employees, agents or contractors, arising out of performance of services rendered pursuant to this Agreement.
- Section 6.03 Entire Contract.** This Agreement constitutes the entire contract between FACILITY and MAXIM regarding the services covered under this Agreement. 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 shall be deemed to be the original. No amendments to this Agreement shall be effective unless made in writing

and signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida with venue for legal disputes lying in Clay County, Florida.

Section 6.04 Availability of Personnel. The parties agree that MAXIM duty to supply Personnel on request of FACILITY is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of FACILITY to request Personnel results in no penalty and does not constitute a breach of this Agreement.

Section 6.05 Compliance with Laws. MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, or local rules and regulations, including the Joint Commission on Accreditation of Healthcare Organizations (JCAHO). If any law or regulation is enacted, modified, or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein.

Service	Clinic & One-on-one Low Tech ESE	One-on-one High Tech ESE
LPN	\$ 33.00	\$ 38.00
RN	\$ 40.00	\$ 43.00

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) hours per week or according to applicable Florida law. The overtime rate is one and one-half (1 ½) times the regular billing rate listed above for such hours.

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

SCHOOL BOARD OF CLAY COUNTY: MAXIM HEALTHCARE SERVICES, INC

Signature

Signature

Printed Name & Title

Printed Name and Title

Date

Date