

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

This Agreement is entered into this 26 day of January, 2006, 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, 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 will be in effect for one (1) year and will 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 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 2.01 Services. **MAXIM** will, 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** will 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 will 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) Will 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** will 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** 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 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 will 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** will 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 will be provided at the time of the initial call.

Section 3.02 Responsibility for Patient Care. MAXIM shall be fully responsible for patient care while MAXIM Personnel are performing duties for or on behalf off FACILITY.

Section 3.03 Right to Dismiss. If FACILITY'S Director of Nursing 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 will notify MAXIM immediately. FACILITY'S obligation to compensate MAXIM for such individual's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the Director of Nursing.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.01 Orientation. MAXIM will cooperate with FACILITY to provide MAXIM with adequate and timely orientation to FACILITY. At a minimum, FACILITY will 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 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 5.01 Billing. MAXIM will 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 5.02 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.

ARTICLE 6. GENERAL TERMS

Section 6.01 Independent Contractors. The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will 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 will be deemed to be the original. No amendments to this Agreement will be effective unless made in writing and signed by both parties. This Agreement will 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

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

SCHOOL DISTRICT OF CLAY COUNTY MAXIM HEALTH CARE SERVICES, INC.:

Signature

Signature

Printed Name & Title

Printed Name and Title

Date

Date