

EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 6th day of June, 2022, by and between **Geneva Community Unit School District 304** located at 227 N. Fourth St., Geneva, IL 60134, 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 230 W. Monroe St. Chicago, IL 60606 referred to in this Agreement as "MAXIM."

RECITALS

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

WHEREAS, MAXIM operates a supplemental staffing agency that employs licensed clinical and other non-clinical healthcare personnel ("Personnel") to provide supplemental healthcare staffing 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 until May 26th, 2023 and will be automatically renewed at the end of the first year and each subsequent year unless terminated pursuant to Section 1.2 of this Agreement.

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. If termination cause is payment default, MAXIM may terminate this Agreement upon seven (7) days advance written notice of the termination date to EDUCATIONAL INSTITUTION. 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 Personnel as specified in Attachment "A" for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 8.8 of this Agreement, to the extent that MAXIM is unable to provide the type of Personnel requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled Personnel. EDUCATIONAL INSTITUTION understands and agrees that MAXIM must, however, bill that higher skilled Personnel at that Personnel'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 Clinical Personnel Requirements. MAXIM will supply EDUCATIONAL INSTITUTION with Clinical Personnel who meet the following criteria as articulated in Attachment “B” hereto.

Section 2.3 Non-Clinical Personnel Requirements. MAXIM will supply EDUCATIONAL INSTITUTION with Non-Clinical Personnel who meet the following criteria as indicated in “Attachment B” hereto.

Section 2.4 Insurance. Insurance. During the term of this Agreement, MAXIM, at its sole cost and expense, and for the benefit of the EDUCATIONAL INSTITUTION, shall carry and maintain the following insurance:

Commercial General Liability insurance, insuring against all liability of Contractor related to this Agreement, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate;

Professional Liability Insurance with limits of Two Million Dollars (\$2,000,000.00) per claim and Five Million Dollars (\$5,000,000) general aggregate.

Automobile liability Insurance with a combined single limit of \$1,000,000; Workers’ Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers’ Compensation and similar laws for Contractor’s respective employees with Employers Liability of limits of \$1,000,000 Each Accident; \$1,000,000 Disease – Each Employee; \$1,000,000 – Policy Limit; and

Umbrella or Excess Liability insurance providing follow form coverage to the underlying coverages with minimum limits of Three Million Dollars (\$3,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate;

The insurance shall include sexual abuse and molestation coverage. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The commercial general liability insurance policy shall name the EDUCATIONAL INSTITUTION, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the School District. Primary and non-contributory coverage shall be applicable up to the amount of MAXIM’S self-insured retention. The Consultant shall provide the School District with certificates of insurance and/or copies of policies reasonably acceptable to the School District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the EDUCATIONAL INSTITUTION to terminate this Agreement immediately. MAXIM shall provide 30 days’ prior written notice to the EDUCATIONAL INSTITUTION by certified mail, return receipt requested, in the event that the above referenced policies are canceled, terminated, or materially changed.

Section 2.5 Use of Contractors. 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. From time to time, MAXIM may utilize the services of Contractors for reasons including, but not limited to, EDUCATIONAL INSTITUTION (i) requests Clinical Personnel who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article 7 hereof; or (ii) makes a request resulting in an unexpected surge and need for Personnel and use of Contractors is necessary to meet the requirements under this Agreement. If MAXIM deems it necessary to obtain the services of a Contractor, MAXIM will ensure that any Contractor who is to provide Personnel to EDUCATIONAL INSTITUTION complies

with all applicable terms of this Agreement. Any Clinical Personnel provided to EDUCATIONAL INSTITUTION by a Contractor will be subject to the Clinical Personnel Requirements set forth in Section 2.2 hereof.

Section 2.6 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its Contractor 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.

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 8.2 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 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 EDUCATIONAL INSTITUTION Policies and Procedures. EDUCATIONAL INSTITUTION will promptly provide Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION, including introduction to EDUCATIONAL INSTITUTION'S policies and procedures in effect while Personnel are on EDUCATIONAL INSTITUTION'S premises. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and EDUCATIONAL INSTITUTION 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, including with respect to bloodborne pathogens, other emergent matters, and any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such and other purpose. Unless otherwise agreed to in writing, Personnel are directed to, and will abide by, EDUCATIONAL INSTITUTION'S policies and procedures, rules, guidelines, and protocol related to health and safety while on EDUCATIONAL INSTITUTION premises. EDUCATIONAL INSTITUTION agrees to document Personnel site specific training, which includes the date and type of training conducted. EDUCATIONAL INSTITUTION further agrees to promptly provide verification of site specific training upon MAXIM request.

Section 3.3 Requests for Per Diem Personnel. EDUCATIONAL INSTITUTION will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

Section 3.4 Per Diem Short-notice Requests. MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for Per Diem Personnel is made less than six (6) hour(s) prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.5 Per Diem Personnel Order Cancellation. If EDUCATIONAL INSTITUTION changes or cancels an order for Per Diem Personnel less than six (6) hours prior to the start of a shift, MAXIM will bill EDUCATIONAL INSTITUTION for six (6) hours at the established fee for each scheduled Per Diem Personnel. MAXIM will be responsible for contacting Per Diem Personnel prior to reporting time.

Section 3.6 Placement Fee. For a period of twelve (12) months following the date on which any Personnel (i) interviewed with EDUCATIONAL INSTITUTION for purposes of EDUCATIONAL INSTITUTION determining whether to approve the Personnel to work at EDUCATIONAL INSTITUTION under the terms of this Agreement, or (ii) last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided, or introduced, 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. EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, onboarding, training, and employing Personnel, which necessarily includes advertisement, recruitment, interviewing, evaluation, reference checks, credentialing, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any EDUCATIONAL INSTITUTION affiliate, subsidiary, department, or division, or any other agent of EDUCATIONAL INSTITUTION (such as a recruiter) solicits, hires, or employs any Personnel, EDUCATIONAL INSTITUTION will be in material breach of this Agreement.

Notwithstanding this Section 3.6, EDUCATIONAL INSTITUTION may hire or contract with any MAXIM Personnel provided by MAXIM once each Personnel has completed a minimum number of hours of work for EDUCATIONAL INSTITUTION through MAXIM, according to the Conversion Table below:

Aggregate Hours Worked By MAXIM Personnel For EDUCATIONAL INSTITUTION in a Twelve (12) month period	Conversion Fee
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Prior to completing 750 hours	30 % of annualized starting salary
After Completions of 751 - 1,500 hours	25 % of annualized starting salary
After Completions of 1,501 - 2,250 hours	20 % of annualized starting salary
After Completions of 2251 - 3,000 hours	10 % of annualized starting salary
After Completions of 3,001 - 3,750 hours	5 % of annualized starting salary

In the event that EDUCATIONAL INSTITUTION hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify MAXIM, the conversion fee that applies is no less than 150% of that set forth in the Conversion Table above.

Section 3.7 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 agrees to cooperate in good faith with MAXIM to provide written documentation, investigative material, surveillance video footage, or other similar evidence of the misconduct to assist MAXIM in determining what, if any, corrective action should be taken. 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 Personnel to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.

Section 3.8 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 agrees to cooperate in good faith with MAXIM to provide additional information at the request of MAXIM to assist MAXIM in determining what, if any, corrective action may be necessary. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Personnel Cancellation. MAXIM may cancel the remaining term of a Personnel placement with written 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 Reporting and Cooperation. EDUCATIONAL INSTITUTION shall report to MAXIM in writing any incident known to involve any MAXIM Personnel (such as but not limited to, Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the Services provided by Personnel). EDUCATIONAL INSTITUTION agrees to provide MAXIM documentation, investigative materials, and other related information, and otherwise cooperate with MAXIM to investigate the incident. Complaints and grievances regarding Personnel should be reported to MAXIM within forty-eight (48) hours. Indemnity to CLIENT in Section 8.3 shall not cover any claims or

liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

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, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

ARTICLE 5. COMPENSATION

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

**Geneva Community Unit School District
304
227 N. Fourth St.
Geneva, IL 60134**

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.

If any portion of an amount billed by MAXIM under this Agreement is subject to a good faith dispute between the Parties, EDUCATIONAL INSTITUTION shall give written notice to MAXIM of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. EDUCATIONAL INSTITUTION shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Section 7.16, Dispute Resolution.

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

Section 5.5 EDUCATIONAL INSTITUTION Bankruptcy or Insolvency. EDUCATIONAL INSTITUTION agrees that in the event EDUCATIONAL INSTITUTION files bankruptcy, (i) to the extent MAXIM pays the salary and other direct labor costs of Personnel it provides to EDUCATIONAL INSTITUTION and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by EDUCATIONAL INSTITUTION to MAXIM prior to bankruptcy, and/or (ii) EDUCATIONAL INSTITUTION is the assignee of claims held by such Personnel against EDUCATIONAL INSTITUTION for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then MAXIM has a claim against EDUCATIONAL INSTITUTION in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by EDUCATIONAL INSTITUTION are released.

In the event MAXIM in good faith becomes concerned about impending bankruptcy or other insolvency by EDUCATIONAL INSTITUTION, the Parties agree that MAXIM may request in writing from EDUCATIONAL INSTITUTION a prepayment deposit in the amount equal to the average of two weeks of Services, which deposit MAXIM may apply to outstanding invoices in the event that EDUCATIONAL INSTITUTION fails to timely pay such invoices. EDUCATIONAL INSTITUTION agrees to provide the requested prepayment deposit within five (5) days. In the event that MAXIM applies the prepayment deposit in accordance with this Section at such time that concern about EDUCATIONAL INSTITUTION's impending insolvency remains, EDUCATIONAL INSTITUTION agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

Section 5.6 Maxim Timeclock. The Parties acknowledge and agree that notwithstanding any EDUCATIONAL INSTITUTION manuals, instructions, or other EDUCATIONAL INSTITUTION policies notwithstanding, MAXIM reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping

records, unless otherwise required by applicable law. Personnel will submit hours worked to EDUCATIONAL INSTITUTION via Maxim Timeclock. EDUCATIONAL INSTITUTION will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. EDUCATIONAL INSTITUTION approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between EDUCATIONAL INSTITUTION and MAXIM; notwithstanding this, EDUCATIONAL INSTITUTION and MAXIM agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

ARTICLE 6. ASSIGNMENT SERVICES

Section 6.1 Assignment Services. As part of the Services outlined herein, MAXIM provides Assignment Services and agrees to assign Travel Assignment Personnel and/or Local Assignment Personnel to work such specified assignments as agreed to by the Parties. To the extent Assignment Personnel are assigned, the terms of this Article shall apply as indicated.

Section 6.2 Interviews. MAXIM will provide EDUCATIONAL INSTITUTION with names of Assignment Personnel interested in providing Travel Assignment Services or Local Assignment Services, as applicable, and will provide all pertinent information requested by EDUCATIONAL INSTITUTION for an interview. EDUCATIONAL INSTITUTION reserves the right to conduct a telephone interview with any Assignment Personnel prior to accepting such Assignment Personnel to provide Assignment Services. If EDUCATIONAL INSTITUTION requests a face-to-face interview for Travel Assignment Personnel, MAXIM will bill EDUCATIONAL INSTITUTION for cost of travel, lodging, and reasonable per diem expenses. EDUCATIONAL INSTITUTION has the opportunity to interview all interested Assignment Personnel recruited by MAXIM, before said Assignment Personnel provide Assignment Services. Therefore, MAXIM will not have any liability to EDUCATIONAL INSTITUTION if said Assignment Personnel fails to meet EDUCATIONAL INSTITUTION'S requirements, without limitation. Additionally, EDUCATIONAL INSTITUTION will not be relieved of paying MAXIM the established fees set forth in this Agreement for said Assignment Personnel.

Section 6.3 Travel Coordination. MAXIM shall be solely responsible for coordinating Travel Assignment Personnel's travel assignments to EDUCATIONAL INSTITUTION including housing, payroll and related functions.

Section 6.4 Assignment Cancellation. MAXIM may cancel the remaining term of an Assignment Personnel with written notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Assignment Personnel within fourteen (14) days from the date of notification.

Section 6.5 Assignment Continuation. EDUCATIONAL INSTITUTION agrees that all Assignment Personnel introduced by MAXIM and/or accepted for assignment by EDUCATIONAL INSTITUTION, will continue to work future EDUCATIONAL INSTITUTION assignments solely as employees of MAXIM, or if applicable, Contractor, during the term of this Agreement.

Section 6.6 Assignment Cancellation for Convenience. EDUCATIONAL INSTITUTION agrees to utilize Assignment Personnel for the specified period of time outlined in the Assignment Confirmation. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Assignment Personnel already being utilized on contract, EDUCATIONAL INSTITUTION must give MAXIM fourteen (14) days' notice before cancellation date. If EDUCATIONAL

INSTITUTION does not provide required notice, EDUCATIONAL INSTITUTION will be required to pay MAXIM a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel's rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancelation notice). MAXIM will make reasonable effort to place Assignment Personnel in other facilities in the area

Section 6.7 Assignment Confirmations. Each Assignment Services request will be confirmed in writing with the applicable hourly rate(s) to be charged for Assignment Personnel to work a specific assignment set forth in Attachment "C." Hourly rates include reimbursement for ordinary and necessary travel expense for meals incurred by Assignment Personnel, as accounted for on the invoice or periodic statement, where EDUCATIONAL INSTITUTION is acknowledged to be subject to limitation on deduction under IRC § 274 and related regulations. As needed, EDUCATIONAL INSTITUTION should request information beyond the accounting provided to comply with their obligation.

Assignment Confirmations (see Attachment "C") will be sent via electronic mail, facsimile, or reliable carrier as agreed upon by the EDUCATIONAL INSTITUTION and MAXIM. In the event that EDUCATIONAL INSTITUTION fails to respond to the Assignment Confirmation within forty-eight (48) hours, the EDUCATIONAL INSTITUTION will be deemed to have accepted the terms in said Assignment Confirmation and EDUCATIONAL INSTITUTION will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.

Section 6.8 Incorporation of Assignment Confirmations. EDUCATIONAL INSTITUTION agrees that any Assignment Confirmation(s) and/or Attachment(s) attached hereto are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) and/or Attachment(s) will govern.

ARTICLE 7. LOCUM TENENS COVERAGE

Section 7.1 Should EDUCATIONAL INSTITUTION request Locum Tenens coverage from MAXIM, the Parties shall enter into a separate Service Agreement for Locum Tenens Coverage in the form of Attachment [B]. The terms set forth in Attachment [B] will govern the provided coverage and are incorporated herein by this reference.

ARTICLE 8. GENERAL TERMS

Section 8.1 Independent Legal Entities. 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 8.2 Assignment of Agreement. 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 8.3 Indemnification. MAXIM agrees to indemnify and hold harmless CLIENT, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. MAXIM will not indemnify EDUCATIONAL INSTITUTION for any action or inaction or liabilities asserted against them for the negligent performance of MAXIM, its directors, officers, employees or agents that are acting under the control, direction or authority of the EDUCATIONAL INSTITUTION.

In addition to the indemnities set forth in Attachment "B" incorporated herein, if applicable, EDUCATIONAL INSTITUTION shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of 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.

Section 8.4 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, including any fees and costs incurred on an appeal.

Section 8.5 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.

Geneva Community Unit School	Maxim Healthcare Staffing Services, Inc.
District 304	
227 N. Fourth St.	7227 Lee DeForest Drive
Geneva, IL 60134	Columbia, MD 21046
ATTN:	ATTN: Contracts Department

COPY TO:

Maxim Healthcare Staffing Services, Inc.
230 W. Monroe St.
Chicago, IL 60606
ATTN: **Maddie Hopkins**

Section 8.6 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 8.7 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 8.9.

Section 8.8 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 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 8.9 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 8.10 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 a EDUCATIONAL INSTITUTION employee or Personnel has professional or personal interests that compete with his/her services to or on behalf of MAXIM or EDUCATIONAL INSTITUTION, or the best interests of patients. Such competing interests may make it difficult for the EDUCATIONAL INSTITUTION employee or Personnel to fulfill his or her duties impartially.

Section 8.11 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 8.12 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, 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 Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 8.13 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. In addition, MAXIM will not be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the EDUCATIONAL INSTITUTION may incur or experience in connection with any waivers or elections to proceed under Attachment "B." MAXIM's indemnity obligations under Section 8.3. are limited to any jurisdiction specific cap for medical malpractice claims or liabilities.

Section 8.14 Amendments. All terms of a later signed EDUCATIONAL INSTITUTION Staffing Agreement will supersede a prior signed EDUCATIONAL INSTITUTION Staffing Agreement.

Section 8.15 Dispute Resolution. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE 9. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 9.1 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 its 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 its duties for or on behalf of the other Party, any secret, 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.

Notwithstanding any other provision of this Agreement, EDUCATIONAL INSTITUTION will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If EDUCATIONAL INSTITUTION files a lawsuit for retaliation by MAXIM for reporting a suspected violation of law, FACILY may disclose MAXIM's trade secrets to EDUCATIONAL INSTITUTION'S attorney and use the trade secret information in the court proceeding if EDUCATIONAL INSTITUTION files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

- B. Disclosure of MAXIM/EDUCATIONAL INSTITUTION Partnership. From time to time, MAXIM lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in 9.1(C) and/or 9.2 of this Agreement. EDUCATIONAL INSTITUTION agrees that MAXIM may disclose the partnership between MAXIM and EDUCATIONAL INSTITUTION, and use EDUCATIONAL INSTITUTION's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the

MAXIM/EDUCATIONAL INSTITUTION partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.

- C. **Student Information:** In the event that Maxim receives student information, including student financial or medical information, Maxim shall not disclose any individual student records, including student financial or medical information to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM, and student 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 including, without limitation, the 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"). In accordance with FERPA, Maxim may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If MAXIM is provided access to students' educational records, MAXIM shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. MAXIM shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education Records for the length of time necessary to meet Maxim's contractual and legal commitments.
- D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 9.2 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 information, to include, without limitation, HIPAA, FERPA, and HITECH. 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. EDUCATIONAL INSTITUTION and MAXIM agree to promptly inform the other Party to the extent such records are requested by an agency or in a judicial proceeding so the Party can determine whether to object or otherwise seek a protective order over the requested records or information.

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 and to that end, all Protected Health Information ("PHI") and/or any student education records are created, viewed, used, maintained, and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The Parties further acknowledge that PHI is not exchanged between the Parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

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 Addendum and 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 Addendum and 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 EDUCATIONAL INSTITUTION's physical or technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by 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 Personnel is providing remote service(s).

Notwithstanding the foregoing, MAXIM and all Personnel provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and the Personnel, including without limitation HIPAA, FERPA, and HITECH.

ARTICLE 10. MAXVIEW

Section 10.1 Definitions.

(a) **"Job Posting"** means an electronic requisition entered into MaxView that sets forth a position for which EDUCATIONAL INSTITUTION desires Personnel to perform Services.

(b) **"MaxView"** means an internet-based application software program provided by the System Administrator and utilized by MAXIM in conjunction with providing Personnel to work in various areas of EDUCATIONAL INSTITUTION under the EDUCATIONAL INSTITUTION Contract.

(c) **"System Administrator"** means the provider of MaxView in connection with the provision by MAXIM of Personnel to work in various areas of under the EDUCATIONAL INSTITUTION Contract.

(d) **"Timecard Application"** means a function in MaxView whereby Personnel are able to enter the hours worked while providing Services and EDUCATIONAL INSTITUTION managers or dually authorized personnel are able to review the submitted hours for approval.

(e) **"Terms & Conditions"** means terms & conditions for use of MaxView/MAXIM proprietary systems, which will govern use of Maxim's systems, databases, and platforms which defines and establishes the rules of use. Maxim reserves the right to modify said terms and & conditions, without notice to EDUCATIONAL INSTITUTION. Said terms & conditions are incorporated by and thru this agreement, and are located at the following address: [WEBSITE]. EDUCATIONAL INSTITUTION will not permit use of MaxView or MaxView Services in any manner by a third party; send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; interfere with or disrupt the integrity or performance of MaxView or data contained therein; attempt to gain unauthorized access to MaxView or its related

systems or networks; or provide or disclose to, or permit use of MaxView other than authorized users.

Section 10.2 Contract Service Acquisition Web Application. Unless otherwise specified by MAXIM, Job Postings for available Personnel positions will be posted by EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION will be granted access to MaxView for the purpose of reviewing and modifying the quantity of open Job Postings available with EDUCATIONAL INSTITUTION, and entering information regarding Personnel on assignment with EDUCATIONAL INSTITUTION. MAXIM is granting EDUCATIONAL INSTITUTION a non-exclusive, non-transferable right to access and use MaxView and receive the Services in accordance with the Agreement solely for EDUCATIONAL INSTITUTION's internal business and staffing purposes.

Section 10.3 Proposed Candidates. MAXIM shall provide the following information with respect to each candidate it enters into MaxView or otherwise provides to EDUCATIONAL INSTITUTION under this Agreement: (i) name; (ii) resume and job qualifications; (iii) proposed billing rate; and (iv) such other information as may be required in the Job Posting for such assignment. The billing rate shall not exceed the maximum billing rate specified in the Job Posting or MaxView for the applicable assignment category. EDUCATIONAL INSTITUTION will notify MAXIM through MaxView, if MAXIM's candidate has been preliminarily selected to fill an available Job Posting. Upon receipt of such notice, Personnel shall undertake the pre-assignment steps set forth in Maxim's policies and procedures, and this Agreement to satisfy the EDUCATIONAL INSTITUTION's requirements and any additional standards set forth in the Job Posting. Prior to the start of any assignment, Maxim will confirm through Maxview that these pre-assignment steps have been successfully completed.

Section 10.4 Job Posting Cancellation. At EDUCATIONAL INSTITUTION's request, MAXIM will cancel, without charge, any Job Posting for Services at any time prior to commencement of the Services by the Personnel.

Section 10.5 Assignment Cancellation. EDUCATIONAL INSTITUTION may end an assignment at any time by giving notice to MAXIM in MaxView, and MAXIM will give Personnel the applicable advance notice of the end of an assignment as given to MAXIM by EDUCATIONAL INSTITUTION. In any instance of an assignment cancellation, EDUCATIONAL INSTITUTION's obligation shall be to forward Maxim payments for the Services rendered by such Personnel pursuant to this Agreement prior to discontinuation of the Assignment. Such payment shall be made in accordance with Article 5 of this Agreement.

Section 10.6 Removal of Personnel. EDUCATIONAL INSTITUTION acknowledges and agrees that the Personnel shall be subject to the continuing approval of EDUCATIONAL INSTITUTION. If at any time EDUCATIONAL INSTITUTION, in its reasonable judgment, determines that Personnel is inadequate, unsatisfactory or has failed to comply with EDUCATIONAL INSTITUTION or MAXIM rules, regulations, or policies, EDUCATIONAL INSTITUTION shall so advise MAXIM immediately.

Section 10.7 Bill Rates; Expenses. Hourly rates, premium rate multipliers, shift premiums, travel and per diem reimbursement, expense reimbursement and the terms and conditions applicable thereto will be set forth in MaxView.

Section 10.8 Use of Contractors in MaxView. From time to time, MAXIM may utilize the services of Contractors to meet the requirements under this Agreement. If MAXIM deems it necessary to obtain the services of a Contractor, MAXIM will ensure that any Contractor who is to provide Personnel to EDUCATIONAL INSTITUTION

complies with all applicable terms of this Agreement including, but not limited to Section 2.5.

Section 10.9 Disclaimer of MaxView. MaxView is provided to EDUCATIONAL INSTITUTION free of charge and is provided on an “as is” basis and with all faults and defects without warranties of any kind, either express or implied. To the extent permitted by law, MAXIM disclaims all other warranties, express or implied, including, without limitation, duties, conditions, and representations that are not expressly set forth in this Agreement or the terms & conditions as described in Section 10.1.(e) of this Agreement, with respect to MaxView, or any use thereof.

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.

GENEVA COMMUNITY UNIT SCHOOL
DISTRICT 304:

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

ATTACHMENT A
Geneva Community Unit School District 304 STAFFING RATES

Annual Rate Increase. An annual rate increase of 2% will be added to each services type listed above every year on _____.

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, unless applicable state law requires a different rate.

Rates. Charges will be based on the following hourly rate schedule effective _____:

Service	Rate (per hour)
Paraprofessional / Teacher Assistant / School Aide	\$40.00
Direct Support Professional (DSP)	\$40.00
Certified Nursing Assistant (CNA)	\$45.00
Registered Behavior Technician (RBT) / Behavior Technician (BT)	\$50.00
Health Office Licensed Practical Nurse (LPN)	\$65.00
1:1 Licensed Practical Nurse (LPN)	\$70.00
Vent-Trained Licensed Practical Nurse (LPN)	\$78.00
Licensed Practical Nurse (LPN) – Sub Shift	\$80.00
Health Office Registered Nurse (RN)	\$70.00
1:1 Registered Nurse (RN)	\$75.00
Vent-Trained Registered Nurse (RN)	\$82.00
Registered Nurse (RN) – Sub Shift	\$85.00
Social Worker / Counselor	\$82.00
Substitute Teacher	\$75.00
Teacher	\$85.00
Occupational & Physical Therapist (OT/PT)	\$90.00
Certified School Nurse (PEL-CSN)	\$100.00
Speech Language Pathologist (SLP)	\$100.00
Board Certified Behavioral Analyst (BCBA)	\$100.00
Psychologist	\$120.00

MAXIM follows applicable local, state, and federal law. To the extent any of the provisions herein conflict with applicable law of where services are performed, MAXIM will follow the applicable local, state, and federal law.

GENEVA COMMUNITY UNIT SCHOOL
DISTRICT 304:

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Attachment "B"

PRE-ASSIGNMENT SCREENING

- I. **Clinical Personnel Requirements.** Unless the EDUCATIONAL INSTITUTION requests in writing that the provisions of Section III hereof apply, MAXIM will supply EDUCATIONAL INSTITUTION with Clinical Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:
 - a. Proper work authorization documentation
 - b. Possess current state professional licensure, certification, and/or licensure
 - c. Possess CPR certification as applicable
 - d. Completed health screening requirements as applicable
 - e. Tuberculosis screening
 - f. Possess relevant professional and specialty experience and verify employment history
 - g. Possess current skills competency to include written exam and self-skills assessment
 - h. MAXIM standard OSHA and HIPAA training
 - i. Office of the Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE)
 - j. General Services Administration's (GSA) Excluded Parties List System (EPLS)
 - k. National Sex Offender Public Website (NSOPW)
 - l. State Specific Exclusion, as applicable
 - m. Criminal background report
 - n. Abuse and Neglect registry or similar databases as required
 - o. Drug screenings if requested in writing by EDUCATIONAL INSTITUTION
- II. **Non-Clinical Personnel Requirements.** Unless the EDUCATIONAL INSTITUTION requests in writing that Section III hereof apply, MAXIM will supply EDUCATIONAL INSTITUTION with Non-Clinical Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:
 - a. Proper work authorization documentation
 - b. Tuberculosis screening as required
 - c. Office of the Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE)
 - d. General Services Administration's (GSA) Excluded Parties List System (EPLS)
 - e. National Sex Offender Public Website (NSOPW)
 - f. State Specific Exclusion, as applicable
 - g. Criminal background report
 - h. Abuse and Neglect registry or similar databases as required
 - i. Drug screenings if requested in writing by EDUCATIONAL INSTITUTION
- III. **EDUCATIONAL INSTITUTION Criminal Background Report.** In the event that EDUCATIONAL INSTITUTION requires its own criminal background screening for MAXIM Personnel, EDUCATIONAL INSTITUTION shall provide MAXIM with a copy of the results and/or report, or the "Clear" or "Not Clear" status. EDUCATIONAL INSTITUTION agrees that Personnel may begin assignment following completion of a successful EDUCATIONAL INSTITUTION background screening.

GENEVA COMMUNITY UNIT SCHOOL
DISTRICT 304:

Signature

Printed Name & Title

Date

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Signature

Printed Name & Title

Date