

Master Services Agreement

Section 4.7 Notification of Incidents and Claims. Customer agrees to notify Maxim of any incident involving Maxim Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Maxim documentation of any investigation conducted. Maxim and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer 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 4.8 Maxim Timeclock. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, 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 Customer via Maxim Timeclock. Customer 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. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Maxim; notwithstanding this, Customer 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 V. HIRING OF PERSONNEL

Section 5.1 Non-Solicitation. For a period of twelve (12) months following the date on which any Personnel either: (i) interviewed with Customer for purposes of Customer qualifying a candidate or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Customer 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. Customer understands and agrees that Maxim is not an employment agency and that Personnel are assigned to the Customer to render temporary service(s) and are not assigned to become employed by the Customer. Customer 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 recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, or any Customer affiliate, subsidiary, department, division, School Work Site, or any other agent of Customer or agent acting on behalf of Customer solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

Section 5.2 Conversion Fee. With advanced written notice of thirty (30) business days, Customer may hire or contract with any Maxim Personnel provided by Maxim once each Personnel has completed a minimum number of hours of work for Customer through Maxim, according to the Conversion Table below:

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Aggregate Hours Worked By Maxim Personnel for Customer in a Twelve (12) Month Period	Conversion Fee
Prior to completing 350 hours	25 % of annualized starting salary
After Completions of 500 hours	20 % of annualized starting salary
After Completions of 700 hours	15 % of annualized starting salary
After Completions of 900 hours	10 % of annualized starting salary
After Completions of 1040 hours	5 % of annualized starting salary

Maxim Personnel's annualized salary is calculated with the following equation: Weekday Hourly Bill Rate x 1,440 Hours x 25%.

Section 5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify Maxim, the Placement Fee that applies is no less than 150% of that set forth above.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

Section 6.1 Invoicing. Maxim will supply Personnel under this Agreement at the rate(s) listed in the Statement of Work or Assignment Confirmations for this Agreement. Maxim will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application.

Invoicing E-mail: dwilliams-mcclamb@hillsidek12.org
 Invoicing Contact: Diann Williams-McClamb
 Invoicing Address: 195 Virginia Street Hillside, NJ 07205

Section 6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Maxim's preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. Maxim reserves the right to accept or deny payment via credit card on a case-by case basis. Customer will be responsible for an additional 4% surcharge for administrative/processing fee on all accepted payments made via credit card. If any portion of an amount billed by Maxim under this Agreement is subject to a good faith dispute between the Parties, Customer 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. Customer 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 Article XIII, Dispute Resolution.

Section 6.3 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.

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Section 6.4 Annual Rate Increases. Customer agrees to and accepts annual rate increases at the percentage listed on "Attachment A" of this Agreement.

Section 6.5 Customer Bankruptcy or Insolvency. Customer agrees that in the event Customer files bankruptcy, (i) to the extent Maxim pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Maxim prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Maxim has a claim against Customer 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 Customer are released.

Section 6.6 Assurances. In the event Maxim in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Maxim may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Maxim may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer 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 Customer's impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

Section 6.7 Transaction Taxes. Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Maxim. If Customer provides Maxim with a valid tax exemption certificate in accordance with local laws covering the Services provided by Maxim, Maxim will not collect Transaction Taxes.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

Section 7.1 Independent Legal Entities. Maxim and Customer 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 Customer 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 7.2 Use of Contractors. Maxim may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article IX hereof; or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement. Maxim will ensure that any Contractor Personnel provided to Customer by a Contractor will comply with the Personnel Requirements set forth in Section 3.2 and timely perform Services under this Agreement.

Section 7.3 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party's policies and procedures.

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A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Maxim or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. TRAVEL DELIVERY AND ADDITIONAL OFFERINGS

8.1 Travel Delivery Services. In addition to the Services outlined herein and any applicable Statement of Work, Maxim can provide travel delivery services through its national delivery hubs.

8.2 Travel Personnel Coordination. Maxim will be solely responsible for coordinating Travel Personnel's travel assignments to Customer including housing, payroll, and related functions. Maxim reserves the right to cancel the term of Travel Personnel with written notification to Customer. Maxim will endeavor to provide a qualified replacement for cancelled Travel Personnel within fourteen (14) days from the date of notification.

8.3 Travel Personnel Expense Reimbursement. The rates paid to Maxim by Customer for Travel Personnel include amounts to reimburse Maxim for Travel-Expense Payments Maxim makes to Travel Personnel. Maxim will provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

8.4 Per Diem Personnel. Customer 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 Customer to Maxim at the time of the initial call.

(a) Per Diem Personnel Short-notice Requests. Maxim will bill Customer for the entire shift if an order for Per Diem Personnel is made less than two (2) hours 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.

(b) Per Diem Personnel Order Cancellation. If Customer changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, Maxim will bill Customer for two (2) hours at the established fee for each scheduled Per Diem Personnel. Maxim will be responsible for contacting Per Diem Personnel prior to reporting time.

ARTICLE IX. ASSIGNMENT OR SUBCONTRACTING

9.1 Assignment or Subcontracting. Maxim can assign or subcontract this Agreement with written notice to Customer. Should Customer request Locum Tenens providers from Maxim, the Parties shall enter into a separate Agreement, Statement of Work for Locum Tenens coverage, or Assignment Confirmation to define the scope and duration of Contractor Assignments.

(a) Sunburst. Should Customer request utilization workforce solutions, the Parties shall enter into a Master Services Agreement with Maxim's subsidiary, Sunburst Workforce Advisors, LLC. The terms

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set forth in the separate Master Services Agreement will govern the scope of work for the MSP services.

- (b) **MPR.** Maxim may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners ("MPR"); or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement.

ARTICLE X. INSURANCE

Section 10.1 Maxim Insurance. Maxim will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies 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 temporary staffing Services provided by Personnel. Maxim will provide a certificate of insurance evidencing such coverage upon written request by Customer.

Section 10.2 Customer Insurance. Customer 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. Customer will give Maxim prompt written notice of any material change in Customer coverage. Customer shall name Maxim as an additional insured on its general liability policy.

ARTICLE XI. INDEMNIFICATION

Section 11.1 Indemnification by Maxim. Maxim agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

- (a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Maxim's employees' negligent acts or omissions in the performance of Services under this Agreement; or
- (b) any breach by Maxim of Section 3.2 or Section 3.3.

Section 11.2 Indemnification by Customer – Customer agrees, at its own expense, to indemnify, defend, and hold harmless Maxim and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

- (a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer's employees' negligent acts or omissions in the performance of Services under this Agreement; or

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- (b) any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.

Section 11.3 Indemnification Procedures – The Party seeking indemnification under this Article XI (the “Indemnified Party”) shall notify the other Party (the “Indemnifying Party”) promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party’s prior written consent.

ARTICLE XII. LIMITATION OF LIABILITY

Section 12.1 Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 12.2 Cap on Damages. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO MAXIM BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.

ARTICLE XIII. DISPUTE RESOLUTION

Section 13.1 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.

Section 13.2 Dispute Resolution Process. 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

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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.

Section 13.3 Inability to Resolve. 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 XIV. CONFIDENTIALITY AND USAGE OF DATA

Section 14.1 Confidentiality.

- (a) **Maxim/Customer 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, which may be considered confidential or trade secret information (collectively "Information") such that a Party may derive independent economic value, actual or potential, from the Information not being generally known to the public or to other persons or entities, which are not a party to this Agreement. This Information may include, without limitation, information with respect to the Party's customers, vendors, cost structure, and/or business strategy, or business methods at any time used, developed, or disclosed by the Party. Each of the Parties agree that neither it, nor its staff shall, at any time either during or subsequent to the termination of this Agreement, disclose the Information to others, use, copy, or permit the Information to be copied, except pursuant to duties for or on behalf of the other Party as defined within this Agreement. A Party may disclose the Information pursuant to a governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar request, provided that the other Party promptly notifies the non-disclosing Party, in writing of such request or demand for disclosure, and no later than within forty-eight (48) hours of receipt of such request, so that the non-disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Information.
- (b) **Disclosure of Maxim/Customer 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 Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Maxim may disclose the partnership between Maxim and Customer, and use Customer'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/Customer 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, which may include student financial or medical information (collectively "Student Information"), Maxim shall not disclose any Student Information for which Services are provided under this Agreement to any third-party,

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except where permitted or required by law or where such disclosure is expressly approved by Customer, Maxim, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. 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' 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 Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education super for the length of time necessary to meet Maxim's contractual and legal commitments.

Section 14.2 Data Security. Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and protect the security of all Customer computer systems, networks, and/or data related to the Services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Maxim or Maxim Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Maxim with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Maxim, its directors, officers, shareholders, employees, and agents from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent handling of PII or PHI, including the unauthorized use, access, or disclosure by Customer, its employees, agents, and subcontractors.

Section 14.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Maxim will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism, such data does not contain student data or identifying student information. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Maxim shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Maxim, Maxim Personnel, and Contractors affiliated with Maxim under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Maxim customers, so as to be non-specific to any individual Customer.

Section 14.4 Survival. All obligations set forth in this Article XIV shall survive the termination of this Agreement.

ARTICLE XV. TERMINATION

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Section 15.1. Termination for Convenience. Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

Section 15.2. Termination for Cause. If payment default occurs, Maxim may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

Section 15.3 Post Termination Obligations. Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE XVI. GENERAL TERMS

Section 16.1 Non-discrimination. Neither Maxim nor Customer 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.

Section 16.2 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 Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

Section 16.3 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 16.4 Assignment of Agreement. Customer may not assign this Agreement without the prior written consent of Maxim, and such consent will not be unreasonably withheld. Maxim may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Maxim, and/or (iii) a name change by Maxim.

Section 16.5 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 16.6 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.



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Hillside Public School District
195 Virginia Street,
Hillside New Jersey 07205

ATTN: Diann Williams-McClamb

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

ATTN: Contracts Department

Email copy to:

ContractsEducationalServices@maxhealth.com

COPY TO:

Maxim Healthcare Staffing Services, Inc.
200 American Metro Boulevard, Hamilton, NJ,
08619, United States of America
ATTN: Samuel Hart

Section 16.7 Headings. The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

Section 16.8 Merger. This Agreement constitutes the entire contract between Customer 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. All terms of a later signed Agreement will supersede a prior signed Agreement. 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.

Section 16.9 Amendment. No changes and/or 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 3.1(a), Section 16.2, and Attachment(s).

Section 16.10 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.

Customer and Maxim have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the Effective Date set forth above.

HILLSIDE PUBLIC SCHOOL DISTRICT

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

Signature of Authorized Representative

Signature of Authorized Representative

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Printed Name

Printed Name

Title

Title

Date

Date

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STATEMENT OF WORK ATTACHMENT "A"

- Scope of Services.** Maxim is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer's management and supervision at a Work Site or in an environment controlled by Customer. Upon Customer's request for supplemental personnel, Maxim will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.
- Length of Assignment.** Personnel will be assigned to the Customer specified Work Site(s) exclusively for at least 90 days or 13 weeks. If Per Diem Personnel are requested, Customer and Maxim will use commercially reasonable efforts to document the length of the assignment(s) in a Customer Assignment Confirmation.
- Personnel Requirements and Screening.** Maxim will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment "B". Maxim will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.
- Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing. If Customer requests a face-to-face interview for Travel Personnel, Maxim will bill Customer for cost of travel, lodging, and reasonable per diem expenses.
- Bill Rates.** Bill Rates are agreed to between the Customer and Maxim for the following positions. If Customer and Maxim execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the timeframe indicated.

Positions	Rate Type (per hour)	Rate \$ (per hour)
ES - LPN School School - ST	Regular Rate Group	\$70.00
ES - Teacher for the Deaf and Hard of Hearing School - ST	Regular Rate Group	\$85.00
ES - RN School School - ST	Regular Rate Group	\$85.00
ES - BCBA School - ST	Regular Rate Group	\$125.00
ES - Behavior Tech School - ST	Regular Rate Group	\$55.00
ES - Teacher for Visually Impaired School - ST	Regular Rate Group	\$85.00
ES - School Aide School - ST	Regular Rate Group	\$40.00
ES - Special Education Teacher School - ST	Regular Rate Group	\$85.00
ES - Physical Therapist School School - ST	Regular Rate Group	\$125.00

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ES - Psychologist School School - ST	Regular Rate Group	\$125.00
ES - Speech Language Pathologist School School - ST	Regular Rate Group	\$130.00
ES - Teacher School - ST	Regular Rate Group	\$75.00
ES - Occupational Therapist School School - ST	Regular Rate Group	\$125.00
ES - Social Worker Schools School - ST	Regular Rate Group	\$85.00

*The Travel Bill Rate (per hour) includes reimbursement by Customer for Travel-Expense Payments Maxim makes to Travel Personnel.

6. **Out of School Time and Off-Site School Time Educational Services.** Rates charged for educational services rendered outside of school time or off-site during school time will be in accordance with the local and/or state regulatory wage laws. Overtime Rates are also charged for all hours worked in excess according to applicable state law.
7. **Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, Bill Rates for all modalities listed above will be increased by three percent (3%) of Bill Rate(s).
8. **Weekend Rates.** Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.
9. **Orientation.** Bill Rate(s) will be billed for all time spent in required Customer orientation.
10. **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 a one and one-half times (1.5x) multiplier of the Bill Rate for such hours, unless applicable state law requires a different multiplier.
11. **Holidays.** Holiday Rates will apply to all hours worked in the time period beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday Rate is a one and one-half times (1.5x) multiplier of the Bill Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

12. **Work Site.** This Statement of Work and underlying Agreement shall apply to the following Work Site(s) or Customer locations:

Work Site Name	Address	Work Site Contact
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Abram P. Morris Early Childhood Center	143 COE AVE HILLSIDE NJ 07205-2830	Victoria Palmer-Gilliard
Deanna G. Taylor Academy	614 TILLMAN ST HILLSIDE NJ 07205-1721	April Lowe
Hillside High School	1085 LIBERTY AVE HILLSIDE NJ 07205-2526	Christine Sidwa
Hillside Innovation Academy	195 Virginia St-1100 Woodruff Ave Hillside NJ 07205	Nicole Silva
Hurden Looker School	1261 LIBERTY AVE HILLSIDE NJ 07205-2032	Tracey Wolff
Ola Edwards Community School	1530 LESLIE ST HILLSIDE NJ 07205-1206	Sharon Festante
Walter O. Krumbiegel Middle School	145 HILLSIDE AVE HILLSIDE NJ 07205-1858	Roy Wilson

13. **Invoicing.** Maxim will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Maxim will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for individual Work Sites is set forth below:

Work Site Name	Address	Work Site Invoice Contact
Abram P. Morris Early Childhood Center	143 COE AVE HILLSIDE NJ 07205-2830	Victoria Palmer-Gilliard
Deanna G. Taylor Academy	614 TILLMAN ST HILLSIDE NJ 07205-1721	April Lowe
Hillside High School	1085 LIBERTY AVE HILLSIDE NJ 07205-2526	Christine Sidwa
Hillside Innovation Academy	195 Virginia St-1100 Woodruff Ave Hillside NJ 07205	Nicole Silva
Hurden Looker School	1261 LIBERTY AVE HILLSIDE NJ 07205-2032	Tracey Wolff
Ola Edwards Community School	1530 LESLIE ST HILLSIDE NJ 07205-1206	Sharon Festante
Walter O. Krumbiegel Middle School	145 HILLSIDE AVE HILLSIDE NJ 07205-1858	Roy Wilson

14. **Changes.** Pursuant to Section 3.2 of the Agreement, the Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s), or Change Request.
15. **On Call.** Hours for Personnel that are placed on call will be invoiced to Customer at the "On-Call Hourly Rate" as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.

Master Services Agreement

16. **Construction.** Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Amendment to the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.

Master Services Agreement

ATTACHMENT "B" PRE-ASSIGNMENT SCREENING

- a. **School Health Services, Related Services, and Special Education Personnel Requirements.** Maxim will supply Customer with School Health Services, Related Services and Special Education Services Personnel requested in Attachment "A" who meet the following criteria, if the role involves the provision of health and mental health services. These roles include, but are not limited to: RN Certified Nurse, RN, LVN/LPN, BCBA, Behavior Tech, Occupational Therapist, Occupational Therapy Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:
- a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Verify current license, registration, or certification for the Services to be provided, if applicable to role;
 - c. Verify skills checklist of competencies for the position and exam;
 - d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, in accordance with state regulations;
 - e. Verify relevant professional and specialty experience, as requested by Customer;
 - f. Confirm Personnel are authorized to work;
 - g. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- b. **Education Personnel Requirements.** Maxim will supply Customer with requested school based professional Personnel as detailed in the Statement of Work performing school based services who meet the following criteria. These roles include but are not limited to the following: Special Education Teacher, Social Worker, School Counselor, Sign Language Interpreter, Admin Teacher Orientation and Mobility, Behavioral Classroom Aide (WA), Speech Language Pathologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:
- a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Receive proof of previous employment;
 - c. Verify, license, certification or certification, if applicable to the role;
 - d. Verify relevant professional and specialty expertise as requested by Customer;
 - e. Confirm Personnel are authorized to work;

Master Services Agreement

- f. Perform federal exclusion checks including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.

III. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening, which may include fingerprinting, for Maxim Personnel, Customer shall provide Maxim with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Providing first day instructions for Maxim Personnel following Customer required background screening will constitute a "Clear" status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.



Building Partnerships for Tomorrow

Union County Educational Services Commission

45 Cardinal Drive
Westfield, New Jersey 07090
Phone: 908-233-9317
Fax: 908-233-7432
Transportation Fax: 908-518-1669

Carrie Dittilo
Superintendent
cdittilo@ucesc.org

Eric Larson
Business Administrator/
Board Secretary
elarson@ucesc.org

Lorraine Vitiello
Transportation Coordinator
lvitiello@ucesc.org

RE: 2023-2024 Special Education Tuition Contract

Dear School Business Administrator/Board Secretary:

Attached is a copy of the 2023-2024 Special Education Tuition Contract between your district and the Union County Educational Services Commission with a Schedule of Tuitions and Fees for Commission Programs and Services for the 2023-2024 school year.

This contract covers any and all students attending one or more schools operated by the Commission during the 2023-2024 academic year. As you know, Commissions are exempt from the standard tuition form required by N.J.A.C. 6:30-3.1(e).

Please have your Board President and you as the Board Secretary sign, scan, and return back to my secretary via email (ghidalgo@ucesc.org) as soon as possible.

Thank you for your continued cooperation and please let me know if you have any questions.

Very truly yours,

Eric Larson
Business Administrator/
Board Secretary

UNION COUNTY EDUCATIONAL SERVICES COMMISSION
2023-2024
SPECIAL EDUCATION TUITION CONTRACT AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2023, between the Union County Educational Services Commission and the Hillside Board of Education, County of Union, State of New Jersey.

WHEREAS, the Hillside Board of Education lacks the necessary facilities for the provision of a suitable program for the 2023-2024 school year for certain classified students as provided for in the New Jersey Administrative Code Title 6 and Title 18A of the New Jersey Statutes, and;

WHEREAS, the Union County Educational Services Commission has established suitable classes which provide an educational program for students classified as such and has maintained the necessary facilities to engage in such an educational program,

NOW THEREFORE, in consideration of the promises and of the mutual promises and covenants herein contained, it is agreed by the parties hereto that:

1. The Union County Educational Services Commission shall provide a suitable educational program in accordance with procedure and regulations established by the New Jersey Commissioner of Education and the New Jersey State Board of Education, for those classified students who shall be referred to them by the Hillside Board of Education;
2. The Hillside Board of Education, as consideration for such an educational program shall pay tuition fees of:

<u>2023-2024 SCHOOL YEAR</u>	<u>TUITION</u>
<u>EXTENDED SCHOOL YEAR RATES — July 5, 2023-August 11, 2023</u>	<u>(30 Days)</u>

ESY RATES FOR 2022 (July 5 – August 11)	
WESTLAKE SCHOOL - MULTIPLY DISABLED PROGRAM	\$ 6,763
WESTLAKE SCHOOL- AUTISTIC PROGRAM	\$ 9,343
CROSSROADS SCHOOL	\$ 9,343
LAMBERTS MILL ACADEMY	\$ 10,077
NEW POINT SPECIALTY RESIDENTIAL TREATMENT FACILITY/NEW DAY PROGRAM	\$ 10,077
PERSONAL AIDE FOR WESTLAKE SCHOOL, CROSSROADS, LAMBERTS MILL ACADEMY , OR TRANSITION SERVICES	\$ 4,578
WORK READINESS TRAINING PROGRAM	
Half-day program	\$ 5,382
Full-day program	\$ 10,077
ADDITIONAL INDIVIDUAL THERAPY SERVICES OVER AND ABOVE SERVICES INCLUDED IN TUITION WILL BE BILLED AT THE RELATED SERVICES PER SESSION RATE (see page 5)	

REGULAR SCHOOL YEAR RATES –SEPTEMBER 8, 2023-JUNE 20, 2024 (180 DAYS)

<u>WESTLAKE SCHOOL</u>	
<u>MULTIPLY DISABLED PROGRAM</u>	
<u>Elementary/ Middle</u> Tuition rate inclusive of speech and occupational therapy as reflected in student's IEP.	\$57,341
<u>High School Programs</u> Tuition rate inclusive of speech and occupational therapy as reflected in student's IEP. Also included is structured Learning Experience-Work Readiness Programs in the community.	\$57,763
<u>AUTISTIC PROGRAM</u>	
<u>Elementary/ Middle</u> Tuition rate inclusive of speech and occupational therapy as reflected in student's IEP. Also included is structured Learning Experience-Work Readiness Programs in the community.	\$80,246
<u>High School Programs</u> Tuition rate inclusive of speech and occupational therapy as reflected in student's IEP. Also included is rigorous community based Work Readiness Programs.	\$80,839
<u>HALF-DAY SHARED PROGRAM – Ages 16-21</u> Focus on Vocational and Life Skills development	\$37,506
<u>HALF-DAY SHARED PERSONAL AIDE</u>	\$33,111

<u>CROSSROADS SCHOOL</u> <u>AUTISTIC PROGRAM – (Pre School/Elementary/Middle School Programs)</u> Tuition rates inclusive of speech and occupational therapy as reflected in student's IEP.	\$80,246
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<u>LAMBERTS MILL ACADEMY</u> <u>BEHAVIORAL DISABILITIES PROGRAM – (Middle School/High School Programs)</u> Collaborative partnership with Trinitas Hospital Student Behavioral Health providing psycho-therapeutic services in an educational setting Tuition rates inclusive of: One individual counselling session per week Five group counseling sessions per week: On call counseling daily Psychiatric Intervention Services –Available for psychiatric evaluations, consultations, and medication management Speech Therapy	\$60,905 \$60,905
<u>POST SECONDARY PROGRAM FOR 5TH YEAR STUDENTS</u> Emphasis on work readiness and college preparatory skills integrated in a therapeutic education environment	
<u>HALF DAY SHARED PROGRAM</u>	\$30,452
<u>NEW POINT SPECIALTY PROGRAM/NEW DAY PROGRAM (ages 13-21)</u> <u>BEHAVIORAL DISABILITIES PROGRAM</u> Collaborative partnership with Trinitas Hospital Behavioral Health providing an educational program in an intensive behavioral therapeutic setting. Services provided as full day classroom model on unit or at Lamberts Mill Academy for qualified students.	\$60,905

<u>Transition Services Department</u>	
<u>WORK READINESS ACADEMY</u> Comprehensive Transition Program for students with disabilities ages 17-21 focused on developing work readiness skills. Students attend Structured Learning Experiences (SLEs) in the community three days per week and receive classroom-based skill instruction one day per week at our center in Westfield, NJ. Students also develop person-centered post-secondary plans and independent living skills. The program takes weekly trips into the community including visits to a local fitness center to exercise.	Full-Time \$63,048 Shared Time Tuition prorated based on participation
<u>Project SEARCH at Overlook Medical Center</u> A one-year, immersion-based internship program that takes place entirely inside a major hospital in Union County. Students rotate through three different internship experiences on-site at the hospital where they learn and practice transferrable job skills. This application-based training program is designed for students with developmental disabilities including Autism. Students must agree that their participation in the program would mean it will be their final year of the high school entitlement and be willing to accept a diploma at the completion of the program. Accepted students receive intensive training on the use of public transportation to get to and from the hospital.	\$49,169
<u>Contracted SLE Programs</u> UCESC's Transition Services department partners with local school districts to provide contracted Structured Learning Experience (SLE) programs. These services include: establishing relationships with local businesses, developing internship experiences, securing the appropriate paperwork and liability insurance for the program, transporting students to and from the SLE sites, providing a trained support professional on-site with each student, and providing ongoing SLE supervision by a trained and certified Special Education teacher.	Rates vary based on a district's needs. Individual contracts are developed after consultation with the district.
<u>PERSONAL AIDE</u> FOR WESTLAKE SCHOOL, CROSSROADS SCHOOL, LAMBERTS MILL ACADEMY , OR TRANSITION SERVICES	\$51,500

<u>TRANSPORTATION</u> Special Education, Public, Non-Public, and Vocational School transportation for participating districts	4% surcharge: Contract and Aide
<u>HOSPITAL SERVICES</u> TRINITAS HOSPITAL Behavioral Unit - Bedside Instruction New Point Specialty Residential Education Program/New Day Program – services provided as full day classroom model on unit or at Lamberts Mill Academy for qualified students. CHILDREN’S SPECIALIZED HOSPITAL – Home Instruction Model General Education Students (5 hours) Special Education Classified Students (10 hours)	\$72/hour \$60,905/pupil \$404 per week \$801 per week
ENVIRONMENTAL SAFETY PROGRAMS Available Programs: Right To Know Training, Bloodborne Pathogens, Public Employees Occupational Safety and Health (PEOSHA)	15% Administrative Charge
MEMEBERSHIP FEES	\$.25/resident pupil

for the 2023-2024 school year. The school year will be that established by the Union County Educational Services Commission. This fee shall be payable monthly commencing on the 30th day of each month for which services have already been rendered for said month or any part thereof. Annual tuition shall be prorated commencing with the calendar month of enrolment. Tuition will be calculated on enrolment.

3. If any student is in attendance in an educational program of the Union County Educational Services Commission for any portion of a month, or though not in attendance, is enrolled and thirty (30) days notice, in writing, of withdrawal has not been given the Superintendent of Union County Educational Services Commission, the Hillside Board of Education shall be liable for a full month's tuition as aforesaid. Withdrawal of a child during the month without said thirty (30) days notice shall immediately terminate this contract as to said student with tuition payable through the month, or two weeks following the date of withdrawal, whichever is greater.

4. This agreement may be terminated by either party in accordance with N.J.A.C. 6A 14-7.7.

5. Transportation: The students shall arrive at and depart from the premises of the Commission at such time the Commission establishes. The Commission shall have no responsibility to transport any students to and/or from the premises of the Commission. The cost of transportation shall be the sole responsibility of the Board. If the Board wishes to do so, it may contract with the Commission to provide transportation services.

6. Progress Reports shall be provided semi-annually.

IN WITNESS WHEREOF, the said parties have caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, the day and year first mentioned above.

Hillside Board of Education

Attest:

Secretary

Date

President

Date

UNION COUNTY EDUCATIONAL SERVICES COMMISSION

Attest:

Secretary

Date

President

Date