



EDUCATIONAL INSTITUTION AGREEMENT

This EDUCATIONAL INSTITUTION Agreement (hereinafter "Agreement") is entered into this 1st day of August, 2024, by and between **Ridgedale Local School District Board of Education** located at 3105 Hillman-Ford Road Morral, OH 43337, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and **Maxim Healthcare Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2291 West Fourth Street, Suite F, Ontario, OH 44906, referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION is a local school district, as defined by the laws of the State of Ohio and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a healthcare staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION's assigned student(s) needing 1:1 care.

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 beginning on August 1st, 2024 and it will automatically terminate on the last student day of the EDUCATIONAL INSTITUTION's 2024-2025 school year, unless the parties mutually agree to renew the terms for subsequent school years.

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. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services.

A. Supplemental Staffing Service(s). MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified healthcare providers (i.e. LPNs, RNs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental healthcare staffing services, subject to availability

of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will, with written permission of the EDUCATIONAL INSTITUTION, provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate. MAXIM will provide all required supervision of LPNs by an RN(s). RN(s) will be available by phone at all times an LPN is providing services to EDUCATIONAL INSTITUTION. MAXIM-provided RNs will delegate and provide training for any health care services to be provided by a MAXIM LPN that requires delegation. EDUCATIONAL INSTITUTION is not responsible to provide any training or supervision to MAXIM Personnel, including LPNs or RNs. EDUCATIONAL INSTITUTION does not have to pay any fees for RN supervision or LPN training, unless specifically agreed to in writing by EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall maintain responsibility providing orientation and training to Maxim Personnel on EDUCATIONAL INSTITUTIONS policies and procedures.

- B. Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request MAXIM Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.
- C. Manage Care.** Services will be determined by the individual student's medical plan of care, as described in the student's individual education plan (IEP and/or the student's individualized health plan (IHP). The medical plan of care will be developed in collaboration with EDUCATIONAL INSTITUTION's personnel (school nurse or other licensed healthcare professional(s)). MAXIM will only provide remote support and be available by phone at all times MAXIM personnel is providing services to EDUCATIONAL INSTITUTION for any medical related questions or needs. In the event in-person support is required or needed, EDUCATIONAL INSTITUTION's on-site personnel (school nurse or other licensed healthcare professional(s)) will provide support.

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

- A.** Possess current state license/registration and/or certification as applicable, necessary, and appropriate for the services provided to EDUCATIONAL INSTITUTION.
- B.** Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- C.** Completed pre-employment physical as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.

- D. Possess proof of pre-employment screening to include: (a) TB skin test or chest X-ray as required by law, documentation of which will be kept in the MAXIM employee file; (b) criminal background check(s), including a BCI/FBI criminal records check as would be required of similar personnel employed by EDUCATIONAL INSTITUTION; (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement. MAXIM shall not assign any personnel to EDUCATIONAL INSTITUTION who have been convicted of or pled guilty to any criminal offense that would disqualify an individual from employment with an Ohio public school district.
- E. Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- F. If applicable, possess current skills competency, including without limitation health care services to be provided to assigned student(s), to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- G. Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may subcontract this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM may utilize independent contractors if it becomes necessary to fulfill its staffing obligations to EDUCATIONAL INSTITUTION only upon written request and approval by EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. Notwithstanding the foregoing, in the event that the Ohio School Employees Retirement System ("SERS") determines by final, non-appealable order, that MAXIM employees are required to contribute to SERS, then EDUCATIONAL INSTITUTION

shall be required to pay any and all employer contributions on behalf of the MAXIM employee(s).

The parties have agreed to follow the process outlined below as it relates to SERS contributions:

- Monthly, MAXIM will provide EDUCATIONAL INSTITUTION a spreadsheet to include, but is not limited to, the contribution amounts for all employees (Licensed Practical Nurses and/or Registered Nurses) that have provided 1:1 nursing services for students following MAXIM's close of the previous month.
- EDUCATIONAL INSTITUTION is responsible for completing and submitting any and all forms required by the School Employees Retirement System of Ohio (SERS) to the School Employees Retirement System of Ohio (SERS) for reporting purposes.
- EDUCATIONAL INSTITUTION is responsible for providing MAXIM a monthly invoice to include, but not limited to, the total amount paid to the School Employees Retirement System of Ohio (SERS). MAXIM will provide a payment to EDUCATIONAL INSTITUTION with five (5) business days of the due date listed on the payment schedule provided to EDUCATIONAL INSTITUTION from MAXIM.
- If MAXIM fails to send a monthly spreadsheet, resulting in a late payment to the School Employees Retirement System of Ohio (SERS), MAXIM is responsible for any and all late fees and/or penalties associated with that payment. If MAXIM provides EDUCATIONAL INSTITUTION with a monthly spreadsheet, but the payment made to the School Employees Retirement System of Ohio (SERS) is late, EDUCATIONAL INSTITUTION is responsible for any and all late fees and/or penalties associated with that payment.
- Furthermore, EDUCATIONAL INSTITUTION is responsible for all accurate reporting to the School Employees Retirement System of Ohio (SERS) based on the spreadsheet provided by MAXIM monthly. In the event the contribution amounts are reported inaccurately to the School Employees Retirement System of Ohio (SERS) by EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION is responsible for any and all fees and/or penalties associated with the inaccurate contributions made.

Section 2.6 Timekeeping. MAXIM reserves the right to utilize any automated or electronic timekeeping software or systems for the provision of Services and is not required or mandated to use paper-based timekeeping record keeping unless otherwise required by applicable law(s).

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 Responsibility for Student Care. EDUCATIONAL INSTITUTION retains full authority and responsibility for the educational program and individual education program (IEP) for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) and IEPs for its student(s), and for ensuring that services

provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner in accordance with applicable standards. 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 MAXIM Personnel, pursuant to Section 3.2; and compliance with Section 3.12, Section 3.13, and Section 7.2 including that those Sections shall comply with this Section's referenced laws.

Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, CLIENT 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 Family Educational Rights and Privacy Act ("FERPA"), Ohio Revised Code Section 3319.321 and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws.

Section 3.2 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM 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 for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.

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

Section 3.4 Short-Notice Requests. MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.5 Staff Order Cancellation. If EDUCATIONAL INSTITUTION changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill EDUCATIONAL INSTITUTION for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel.
- Section 3.7 Per Diem / Short Term / Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, do not satisfactorily perform their assigned duties, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.
- Section 3.9 Assignment Cancellation.** MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.
- Section 3.10 Insurance.** Each Party 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. Each Party will give the other Party prompt written notice of any material change in its coverage.
- Section 3.11 Incident Reports.** Incidents may be reported to MAXIM account representative at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event. EDUCATIONAL INSTITUTION shall provide MAXIM with any applicable incident reports and detailed description of any investigation completed. EDUCATIONAL INSTITUTION shall not interview or discuss the event with MAXIM Personnel without consent.

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 MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

Section 3.13 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 MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. 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, provided, however, that in such a case the EDUCATIONAL INSTITUTION may 1.) immediately terminate this Agreement; and/or 2.) seek the services that MAXIM is unable to perform from a third-party.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

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

- ☐ Weekly
- ☐ Bi-weekly
- ☐ Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

**Ridgedale Local Schools
3105 Hillman-Ford Road
Morral, OH 43337
ATTN: Matthew Cordes**

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.

Section 5.3 Rate Change. MAXIM will provide EDUCATIONAL INSTITUTION at least sixty (60) days advance written notice of any change in rates.

ARTICLE 6. GENERAL TERMS

Section 6.1 Independent Contractors. MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement, nor shall they hold themselves out to third parties as having the authority to bind the other. As an Independent Contractor, MAXIM shall determine the method, details, and means of performing the above-described services.

Section 6.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which consent can be withheld in the sole discretion of the non-assigning party. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.3 Indemnification. Neither party shall be responsible for the other for that parties omissions, failures, negligence, gross negligence, or intentional acts. Each party shall be responsible for their own actions. Nothing herein shall be interpreted to require MAXIM to indemnify, defend or hold harmless the EDUCATIONAL INSTITUTION, its Board, officials, agents and employees, interns, volunteers and representatives from their own acts of negligence, gross negligence, or intentional acts.

Section 6.4 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. Email notice to the local (Ontario) contact shall be sufficient for communications regarding absences of MAXIM personnel and the need for a back-up substitute or staff order cancellations (See Paragraph 3.5). If the local contact, including for email, is someone other than Bradley Gould, MAXIM shall provide written notice of the new contact to EDUCATIONAL INSTITUTION.

Ridgedale Local Schools
3103 Hillman-Ford
Morral, OH 43337
ATTN: Matthew Cordes

Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:
Maxim Healthcare Services, Inc.
2291 West Fourth Street. Suite F
Ontario, OH 44906
ATTN: Bradley Gould

Section 6.5 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.6 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.

Section 6.7 Availability of Personnel. The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent and to provide back-up substitute personnel at EDUCATIONAL INSTITUTION as soon as possible in the event that MAXIM personnel are unavailable on a day when services are to be provided. MAXIM will notify EDUCATIONAL INSTITUTION as soon as possible if MAXIM staff are unavailable for an assigned day or a portion of a day.

Section 6.8 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, including EDUCATIONAL INSTITUTION's provided Board Policies. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified in such a way that it interferes with either party achieving one of its essential purposes under this Agreement, the parties will engage in good faith negotiations to modify the Agreement. If the parties fail to reach agreement on such a modification, either party may terminate this Agreement with no liability to the other party whatsoever.

Section 6.9 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 6.10 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, 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 Ohio and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 6.11 Limitation on Liability. Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 6.12 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 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 may have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement: Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants or as otherwise required by law neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclose thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the potion of pursuing remedies for breach or immediate termination n of this Agreement in accordance with the provisions stated herein.

C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or

where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer 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, 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").

D. The parties acknowledge that EDUCATIONAL INSTITUTION is a public office subject to the Ohio Public Records Act, R.C. 149.43, which imposes duties on the EDUCATIONAL INSTITUTION to release public records upon request. Notwithstanding any provision in this Agreement to the contrary, to the extent that any provision of the Agreement conflicts with EDUCATIONAL INSTITUTION's duties under R.C. 149.43, such provision is void and unenforceable.

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

Section 7.2 HIPAA/FERPA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, including but not limited to Ohio Revised Code Section 3319.321, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. The parties acknowledge that HIPAA and HITECH do not apply to student educational records and information in the possession of EDUCATIONAL INSTITUTION. MAXIM Personnel shall share and freely communicate with EDUCATIONAL INSTITUTION any and all information related to EDUCATIONAL INSTITUTION'S students and staff.

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") is 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.

Section 7.3 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 of EDUCATIONAL INSTITUTION'S computer systems, networks, files, data, and software related to the services under this Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to MAXIM Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including,

without limitation the EDUCATIONAL INSTITUTION’s process and expectations for collecting, storing, securing, and transferring data collected under this Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the EDUCATIONAL INSTITUTION’s physical or technical environment as a result of this Agreement for remote services, any Personally identifiable information (“PII”) or Protected Health Information (“PHI”) viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the EDUCATIONAL INSTITUTION’s technical environment.

Notwithstanding the foregoing, MAXIM and all staff 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 their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of an agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

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| RIDGEDALE LOCAL SCHOOL DISTRICT: BOARD OF EDUCATION | MAXIM HEALTHCARE SERVICES INC.: |
|--|---------------------------------|

| | |
|----------------------|----------------------|
| Signature | Signature |
| Printed Name & Title | Printed Name & Title |
| Date | Date |

ATTACHMENT A
Ridgedale Local Schools **STAFFING RATES**

Charges will be based on the following hourly rate schedule effective 1st of August, 2024:

| Service | Rate (per hour) |
|--------------------------------|-----------------|
| Licensed Practical Nurse (LPN) | \$78.00 |
| Registered Nurse (RN) | \$85.00 |

Mileage. Mileage will be charged at \$0 per mile.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one half (1.5) times the regular billing rate for such hours.

RIDGEDALE LOCAL SCHOOL DISTRICT:
BOARD OF EDUCATION

MAXIM HEALTHCARE SERVICES INC.:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date