



**ALEXANDRIA CITY SCHOOL BOARD
dba ALEXANDRIA CITY PUBLIC SCHOOLS
ALEXANDRIA, VIRGINIA**

And

MAXIM HEALTHCARE STAFFING SERVICES, INC.

**FOR THE PROVISION OF
Temporary & Permanent Medical Staffing Services**

This Agreement (hereinafter “Agreement”) is made by and between the Alexandria City School Board dba Alexandria City Public Schools (hereinafter referred to as “ACPS”), a public entity and/or political subdivision of the Commonwealth of Virginia with offices located at 1340 Braddock Place, Alexandria, Virginia 22314; and Maxim Healthcare Staffing Services, Inc. located at 7227 Lee Deforest Drive Columbia, MD 21046 (hereinafter referred to as the “Consultant”). For the purposes of this Agreement, Alexandria City School Board (“ACSB”) and Alexandria City Public Schools (“ACPS”) may be used interchangeably.

RECITALS

WHEREAS, ACPS Procurement Office through a Request for Proposal process, as defined and authorized in the Virginia Public Procurement Act (VPPA), Code of Virginia § 2.2-4300 et seq., solicited and received proposals from the offerors Temporary & Permanent Medical Staffing Services Project, RFP 2504 (“Request for Proposals”);

WHEREAS, on May 19, 2022, in response to the Request for Proposals, the Consultant submitted a proposal for the provision of Temporary & Permanent Medical Staffing Services; and

WHEREAS, on June 06, 2022, the Consultant was selected by ACPS provision of Temporary & Permanent Medical Staffing Services, subject to the terms and provisions in the Request for Proposals and this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of foregoing and the following covenants, warranties and agreements of the parties hereto, as are hereinafter set forth, and for other

good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, the parties agree as follows:

1. AGREEMENT DOCUMENTS

The Agreement Documents are comprised of the following:

1. The terms and conditions of this Agreement, including all written and properly executed modifications, amendments and change orders after execution of this Agreement by an authorized representative of the parties;
2. RFP No. 2504
3. Exhibit A; CONSULTANT'S TECHNICAL PROPOSAL
4. Exhibit B; CONSULTANT'S COST PROPOSAL

Where the terms and provisions of this Contract vary from the terms and provisions of other Agreement Documents, the terms and provisions of this Agreement shall prevail over the other Agreement Documents and the remaining Agreement Documents are complementary to each other and if there are any conflicts the most stringent term or provision shall prevail.

The Agreement Documents set forth the entire Contract between ACPS and the Consultant. ACPS and the Consultant agree that no representative or agent of them has made any representation or promise with respect to the parties' agreement which is not contained in the Agreement Documents.

2. SCOPE OF WORK

The Consultant agrees to perform services described in the Agreement Documents (alternatively, the "Work"). The primary purpose of the Work is to provide consultant services for Temporary & Permanent Medical Staffing Services Project, which is fully described in Exhibit A. The Agreement Documents set forth the minimum Work estimated by ACPS and the Consultant shall be responsible, at the Consultant's sole cost, to provide the specific services set forth in the Agreement Documents and sufficient services to fulfill the purposes of the Work. ACPS shall contact the Consultant and provide an overview of the services to be performed, in turn the Consultant shall provide ACPS with a detailed approach and pricing at the time of such request, based on services and scope of the RFP and the Consultants response to the RFP. Nothing in the Agreement Documents shall be construed to limit the Consultant's responsibility to manage the details of its Work.

3. CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)

The performance of the Vendor required by this Agreement is subject to the review and approval of the ACPS's Contracting Officer's Technical Representative (COTR), who shall be appointed by ACPS Superintendent or designee.

However, it shall be the responsibility of the Vendor to manage the details of the execution and performance of its Work under this Agreement. Where the term "Engineer" is used in the Contract Documents, it shall be interpreted to mean "Project Officer".

ACPS has authorized the consultant identified below to act as ACPS's representatives for specific purposes, to perform specified duties and responsibilities, and to have the rights and authorities as assigned in connection with completion of the work in accordance with the Agreement Documents, until such time as ACPS may notify the Vendor otherwise:

4. STANDARD OF CARE

In the performance or furnishing of services hereunder, the Consultant and all its agents, shall exercise the degree of skills and care normally accepted as professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Customary Standards of Care") of its Work under this Contract.

5. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

ACPS's review, approval, or acceptance of, or payment for, any services required under this Agreement shall not be construed to operate as a waiver by ACPS of any rights or any cause of action arising out of the Agreement. The Consultant shall be and remains liable to ACPS for the professional quality of the services required under this Agreement within the Customary Standards of Care.

6. AGREEMENT PERIOD

The Consultant's performance under this Agreement shall commence upon execution of this Agreement by an authorized ACPS representative, and shall continue until July 31, 2023 ("Initial Agreement Period"), with an option of four (4) one (1) year renewals from August 1, 2023 to July 31, 2027 (each period hereinafter referred to as ("Subsequent Agreement Period")), subject to modifications as provided in the Agreement Documents.

7. AGREEMENT RATES

ACPS will pay the Consultant in accordance with the terms of the Payment and Invoices paragraph, and Exhibit A for the Consultant's completion of services described and required in the Agreement Documents.

8. PAYMENTS AND INVOICES

ACPS will not be liable for payment of any purchases made by its employees without appropriate authorization issued by ACPS.

The Consultant shall submit invoices for the actual services performed and accepted by ACPS. The invoices shall include a detailed breakdown of the services that were performed, including locations(s) and date(s) and all other pertinent information. All invoices shall reference this Agreement and the ACPS Contract number. If tasks are billed on a percentage basis, the Consultant shall document each invoice with task performed during the billing cycle.

For any expense related items intended to be invoiced against Consultant's "Not to Exceed" costs, an estimate of the proposed expenses for the current month must be submitted to, and approved by, the COTR in writing prior to incurring the expense.

Payment terms will be recorded by ACPS as net forty-five (45) days. ACPS will pay the Consultant within forty-five (45) days after the date of receipt of a correct (as determined by ACPS) invoice approved by ACPS. Unless otherwise specified by the Agreement Documents, payment shall not be made prior to delivery and acceptance of the services.

All invoices shall be sent in duplicate to the following address:

Alexandria City Public Schools
Accounting
1340 Braddock Place, Suite 620
Alexandria, VA 22314
accountspayable@acps.k12.va.us

And

Alexandria City Public Schools
1340 Braddock Place Suite 300
Alexandria, VA 22314
Attn: Melvin Orellana
Email: melvin.orellana@acps.k12.va.us

9. AVAILABILITY OF FUNDS

All funds for payment by ACPS under this Agreement are subject to the availability of an annual appropriation for this purpose by ACPS. In the event of non-appropriation of funds, ACPS will terminate the Agreement, without the termination charge or other liability to ACPS on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Agreement is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Agreement, cancellation will be accepted by the Consultant on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and ACPS shall not be obligated under this Agreement beyond the date of termination specified in ACPS's written notice.

10. PAYMENT TO SUBCONSULTANTS

Within seven (7) days after the receipt of amounts paid for work performed by a sub Consultant under this Contract, the Consultant shall either:

- (i) Pay the sub Consultant for the proportionate share of the total payment received attributable to the work performed by the sub Consultant under this Contract; or
- (ii) Notify ACPS and sub Consultant, in writing, of his intention to withhold all or a part of the sub Consultant's payment and the reason for non-payment.

The Consultant shall pay interest to the sub Consultant on all amounts owed that remains unpaid beyond the seven-day period.

The Consultant shall include in each of its subcontracts a provision requiring each sub Consultant to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier sub Consultant.

The Consultant's obligation to pay an interest charge to a sub Consultant pursuant to this provision may not be construed to be an obligation of ACPS.

11. ADDITIONAL SERVICES

The Consultant shall not be compensated for any goods or services provided except those included in the Agreement Documents and paid for by the Agreement Amount, unless those goods or services are covered by a written amendment to this Agreement signed by ACPS and the Consultant and an ACPS Purchase Order is issued covering the expected cost of such services. ACPS reserves the right to add or delete functional areas at any time during the term of this agreement.

12. INSURANCE REQUIREMENTS

The Consultant shall provide to ACPS Procurement Office a certificate of insurance indicating that the Consultant has the in force the coverage below prior to the start of any Work under this Contract and upon any contract extension(s). The Consultant agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents.

- Workers Compensation-Virginia Statutory limits Workers Compensation (W/C) coverage including Virginia benefits and employer's liability.
- Commercial General Liability (CGL)- \$1,000,000 combined single limit with \$2,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Consultants. ACPS, and its officers, employees and agents must be additional named insureds on the CGL policy.
- Excess Liability/Umbrella -\$4,000,000 per Occurrence and Aggregate for bodily injury, property damage, personal and advertising injury, and products and completed operations. Limits should include an aggregate per project for construction projects. Higher limits may be required in some cases.
- Automobile Bodily Injury and Property Damage Liability - \$450,000 per incident (Owned, non-owned, or hired, as applicable). Commonwealth of Virginia statutory limit for Uninsured and Underinsured Motorists.

Additional Insured – ACPS, its officers, elected and appointed officials, employees, and agents shall be named as an additional insured in the Consultant's Commercial General Liability policy and Intellectual Property policy; evidence of the additional insured endorsement shall be typed on the certificate.

Cancellation – If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this Agreement, the Consultant shall notify ACPS immediately. Any policy on which the Consultant has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Agreement and in such manner that there is no lapse in coverage, and ACPS must be immediately notified of the replacement. Not having the required insurance throughout the Agreement Period is considered a material breach of this Agreement and grounds for termination.

Any policy on which the Consultant has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced consistent with the terms of this Agreement, and ACPS notified of the replacement, in such manner that there is no lapse in coverage.

Contract Identification – The insurance certificate shall state this Agreement number and title.

No acceptance or approval of any insurance by ACPS shall be construed as relieving or excusing the Consultant from liability or obligation imposed upon the Consultant by the provisions of the Contract Documents.

The Consultant shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Consultant assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property whenever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work. The Consultant shall be as fully responsible to ACPS for the acts and omission of its sub Consultants and of persons directly employed by it.

Notwithstanding any of the above, the Consultant may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to ACPS. The Consultant shall also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

13. PROJECT STAFF

ACPS will, throughout the Agreement Period have the right of reasonable rejection and approval of staff and sub Consultants assigned under this Agreement. If ACPS reasonably rejects staff or sub Consultants, the Consultant shall provide replacement staff or sub Consultants satisfactory to ACPS in a timely manner and at no additional cost to ACPS.

14. RELATIONSHIP OF THE PARTIES

It is the intent of the parties that the Consultant shall be legally considered as an independent Consultant; that neither it nor its employees, agents or representatives shall, under any circumstances, be considered servants or agents of ACPS; and ACPS will at no time be legally responsible for any negligence or intentional wrongdoing on the part of the Consultant, its servants or agents, resulting in bodily injury to any person or property damage to any individual, firm or corporation. The Consultant shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ for this Work, any person not reasonably proficient in the Work assigned.

15. SAFETY

The Consultant shall comply with, and shall ensure that the Consultant's personnel, agents and sub Consultants comply with, all current applicable local, state, and federal policies, regulations and standards relating to safety and health, including by way of illustration and not limitation, the standards of the Virginia Occupational Safety and health program of Department of Labor.

16. RECORDS

The Consultant shall retain all books, records, and other documents relative to the Agreement Documents for five (5) years after its receipt of final payment under this Contract, or until audited by the Commonwealth of Virginia, whichever is sooner. Such records shall include, but not be limited to: all paid vouchers; other reimbursements supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; amendments and change orders to the Agreement Documents; insurance documents; payroll documents; timesheets; memoranda; and correspondence. ACPS, its authorized agents, and auditors of the Commonwealth of Virginia shall have full access to and the right to examine all such documents during said period. Records will be available on demand and with reasonable notice during normal working hours.

17. FAITH BASED ORGANIZATIONS

ACPS and Consultant do not discriminate against faith-based organizations.

18. NON-DISCRIMINATION

During the Contract Term, Consultant agrees as follows:

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, national origin, sex, disability, age, religion, sexual orientation, marital status, status as a parent, or pregnancy in its programs, age, disability or on other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Consultant. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the

provisions of this nondiscrimination clause.

- B. Consultant, in all solicitations or advertisements for employees placed by or on behalf of Consultant, shall state that Consultant is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal laws, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- D. Consultant shall include the provisions of this entire section in every subcontract, sub-consulting agreement and Purchase Order over \$10,000, in order that the provisions above will be binding upon each sub Consultant, sub Consultant and vendor.
- E. Notice of Required Disability Legislation Compliance: ACPS is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990. Specifically, ACPS, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

19. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with § 2.2-4311.1 of the Code of Virginia, the Consultant acknowledges that it does not, and shall not during the performance of this Contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

20. BACKGROUND CHECK AND SECURITY PROVISIONS AND CRIMES

The Consultant shall inform its employees, representatives and agents that placement in an ACPS school or facility will be contingent upon the results of a criminal background check, background verification as well as a Sex Offender Registry Search in accordance with ACPS policies and procedures for ACPS volunteers and employees. The failure to successfully pass ACPS' background check shall serve as grounds for immediate dismissal or removal of that employee, agent or representative from any program administered on an ACPS site or facility.

The Consultant certifies that neither it, nor any of its employees, workers or suppliers, have been convicted of: (i) a felony or any offense involving the sexual molestation or physical or

sexual abuse or rape of a child; or (ii) a crime of moral turpitude.

21. DRUG FREE WORKPLACE

During the performance of this Agreement, the Consultant agrees to: (1) provide a drug-free workplace for the Consultant's employees and volunteers; (2) post in conspicuous places, available to and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Consultant's workplace, and specifying the actions that will be taken against employees and volunteers for violations of such prohibition; and, (3) state, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, that the Consultant maintains a drug-free workplace; and (4) include the provisions of the foregoing clause in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub Consultant or vendor.

For purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Consultant by ACPS in accordance with ACPS policies and procedures, the employees of which Consultant are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance period of this Agreement.

22. TERMINATION

- A. *Termination for Convenience* -The performance of work under this Contract may be terminated by ACPS and ACPS in whole or in part whenever ACPS determines that such termination is in the best interest of ACPS. Any such termination shall be affected by the delivery to the Consultant of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this contract is terminated and the date upon which such termination becomes effective.
- B. *Termination for Cause*-The Contract shall remain in force for the initial Agreement Period and any subsequent Agreement Period(s) and until ACPS determines that all of the following requirements and conditions are have been satisfactorily met: ACPS has accepted the Work, and thereafter until the Consultant has met all requirements and conditions relating to the Work under the Agreement Documents, including warranty and guarantee periods. However, ACPS shall have the right to terminate this Contract sooner if the Consultant is in breach or default or has failed to perform satisfactorily the Work required, as determined by ACPS in their sole discretion.

If ACPS determines that the Consultant has failed to perform satisfactorily, then ACPS will give the Consultant written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) business days before termination of the Contract takes effect ("Cure Period"). If the Consultant fails to cure within Cure Period or as otherwise specified in the notice of cure, the Contract may be terminated for the Consultant's failure to provide satisfactory performance. Upon such termination, the Consultant may apply for compensation for contract services satisfactorily performed by the Consultant, allocable to

the Contract and accepted by ACPS prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to Director of Procurement within fifteen (15) business days after the expiration of the Cure Period. ACPS may accept or reject, in whole or in part, the application for Termination Costs and notify the Consultant of same within a reasonable time thereafter.

C. *Termination for Breach and Default*-If ACPS terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after the notice from ACPS is mailed to the Consultant (unless ACPS in their sole discretion provides for an opportunity to cure) and the Consultant shall not be permitted to seek Termination Costs.

Upon termination pursuant to paragraph B and C of this section, the Consultant shall be liable to ACPS for all costs incurred by ACPS after the effective date of termination, including costs required to be expended by ACPS to complete the work covered by the Contract, including costs for delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed by the Consultant. Such costs shall be either deducted from any amount due to the Consultant or shall be promptly paid by the Consultant.

23. INDEMNIFICATION

To the fullest extent permitted by law, the Consultant covenants for itself, its employees, and sub Consultants to save, defend, hold harmless and indemnify ACPS, and all their respective elected and appointed officials, officers, current and former employees, agents, departments, boards, and commissions from and against any and all claims made by third parties or by ACPS for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges liability, demands or exposure, however, caused, resulting from, arising out of, or in any way connected with the Consultant's performance or non-performance of the work called for by the Agreement Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If after, notice by ACPS, the Consultant fails or refuses to fulfill its obligations contained in this section, the Consultant shall be liable for and reimburse ACPS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Consultant shall pay such expense upon demand by ACPS and failure to do so may result in such amounts being withheld from any amounts due to the Consultant under this Contract.

24. INTELLECTUAL PROPERTY INDEMNIFICATION

The Consultant warrants and guarantees that no intellectual property rights (including copyright, patent, mask rights, and trademarks) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Consultant further covenants to save, defend, hold harmless, and indemnify ACPS, and all their respective officers, officials, departments, agents and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs, (including

court costs and attorney's fees), charges liabilities, or exposure, however, caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use, by ACPS. If the Consultant uses any design, device, method, or material covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract amount includes all royalties, licensing fees, or costs arising from the use of such design, device, method, or materials in any way involved with the Work.

25. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of documents designated as confidential by ACPS, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in an adjudicatory proceeding. The Consultant shall require of its sub Consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by ACPS.

26. AUTHORITY TO TRANSACT BUSINESS

The Consultant shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Agreement Period and any subsequent Agreement Period(s) of this Contract. A contract entered into by a Consultant in violation of this requirement is voidable, without any cost or expense, at the option of ACPS.

27. FORCE MAJEURE

The Consultant shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Consultant, and outside and beyond the scope of the Consultant's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

28. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference all Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Consultant certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Consultant, supplier, manufacturer, or sub Consultant and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

29. ANTITRUST

By entering into this Agreement, the Consultant conveys, sells, assigns and transfers to ACPS all rights, title, and interest in and to all causes of action the Consultant may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by ACPS under this Agreement.

30. WAIVER

ACPS's failure to insist, in any one or more instances, on the performance of any of the Contactor's obligations under the Agreement Documents, or ACPS's approval of alternatives, variances or substitutions to Consultant's obligations, shall not be construed as a waiver, modification, or relinquishment of such obligation or right with respect to future performance. Likewise, ACPS's actions or inactions shall not waive, modify or alter Consultant's responsibilities or liability under the Agreement Documents.

31. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by ACPS pursuant to this Agreement shall constitute or to be construed as a waiver of either the sovereign or governmental immunity of ACPS. The parties intend for this provision to be read as broadly as possible.

32. SURVIVAL OF TERMS

In addition to any numbered sections in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Agreement also survive: INDEMNIFICATION, INDEPENDENT CONSULTANT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; and CONFIDENTIALITY.

33. NONEXCLUSIVITY OF REMEDIES

All remedies available to ACPS under this Agreement are cumulative, and no such remedy shall be exclusive of any other remedy available to ACPS at law or in equity.

34. SEVERABILITY

In the event any one or more of the provisions contained in the Agreement Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement Documents, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of the Agreement Documents a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of the Agreement Documents is intended to be severable.

35. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for ACPS, Virginia, and in no other court. In performing the Work under this Contract, the Consultant shall comply with applicable federal, state, and local laws, ordinance and regulations.

36. ARBITRATION

It is expressly agreed that nothing under this Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

37. HEADINGS/CAPTIONS

The headings or captions used in the Agreement Documents are inserted for convenience only and shall not be used in interpreting the same.

38. NOT TO BENEFIT

By your signature to this Contract, you agree that no employee of ACPS or members of his\her immediate family, including spouse, parents or children has received or will receive, or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or in any other manner, remuneration arising from or directly or indirectly related to a contract with ACPS.

39. AMENDMENTS

Unless otherwise specified herein, this Agreement shall not be amended except by written amendment executed by persons dully authorized to bind the Consultant and ACPS.

40. FINAL AGREEMENT

The Agreement Documents represent the entire and integrated agreement between ACPS and the Consultant and supersede all prior negotiations, representations, or agreements, either written or oral, between ACPS and the Consultant concerning the subject matter of the Agreement Documents. The Agreement Documents may be amended only by a written instrument executed by an authorized representative of ACPS.

41. PERSONNEL AUTHORIZED TO REPRESENT THE PARTIES

Any termination or cancellation notice or any other notice required by this Contract shall be in writing and must be delivered by services rendering and confirming receipt (such as registered or certified mail). Alternatively, notices may be sent via a nationally recognized overnight service, or may be personally served upon the appropriate party. The following individuals shall serve as contacts for the respective parties to receive required notices pursuant to this Contract at the addresses provided:

Contact Information for the Consultant:

Company Name: Maxim Healthcare Staffing Services, Inc
Attention: Robert Coombs, Assistant Controller
Address: 7227 Lee Deforest Drive
Columbia, MD 21046
Email: rocoombs@maximstaffing.com
Phone: 410-910-1500

For Staffing
Tanya Groover, Business Development Manager
tagroove@maximstaffing.com

Contact Information for ACPS (Project Information/COTR)

Alexandria City Public Schools
Attention: Dr. Darrell Sampson, Executive Director of Student Support Teams
1340 Braddock Place
Alexandria, VA 22314
Email: darrell.sampson@acps.k12.va.us
Phone: 703-619-8341

Contact Information for ACPS (Legal Authorization)

Alexandria City Public Schools
Attention: Dyanna McMullen, Director Procurement & General Services
1340 Braddock Place, Suite 620
Alexandria, VA 22314
Email: dyanna.mcmullen@acps.k12.va.us
procurement@acps.k12.va.us
Phone: 703 -472-4034

IN WITNESS WHEREOF, ACPS and Consultant have caused this Agreement to be executed by their duly authorized representatives.

**ALEXANDRIA CITY SCHOOL BOARD DBA
ALEXANDRIA CITY PUBLIC SCHOOLS**

By: _____
Dr. Darrell Sampson, Executive Director
Student Support Teams

**MAXIM HEALTHCARE STAFFING
SERVICES, INC**

By: _____
Ryan Lamping, Regional Director of
Business Development, Educational
Services

By: _____
Name: Dyanna McMullen
Director of Procurement and General Services



MEMORANDUM OF NEGOTIATIONS

1. The following Contractual Changes were submitted and accepted on 7/5/22, by Rob Coombs.

Conversion Chart for permanent placement within ACPS

If hired before 90 days, ACPS will pay Maxim	18%
If hired 91-120 days, ACPS will pay Maxim	12%
After 120 days no fee will be charged to ACPS	



EXHIBIT B

CONSULTANTS COST PROPOSAL

Job Title	Hourly Rate	Weekly Rate
Audiologist	\$70.00	\$2,800.00
Certified Nursing Assistant (CNA)	\$32.50	\$1,300.00
Nurse, Licensed Practical (LPN)	\$57.20	\$2,288.00
Nurse, Registered (RN)	\$67.60	\$2,704.00
Occupational Therapist	\$80.00	\$3,200.00
Speech Language Therapist	\$90.00	\$3,600.00
Teacher of the Deaf and Hearing Impaired	\$75.00	\$3,000.00
Teacher of the Visually Impaired	\$75.00	\$3,000.00
Physical Therapist	\$80.00	\$3,200.00
School Psychologist	\$112.00	\$3,200.00
Orientation and Mobility Specialist	\$75.00	\$3,000.00
Adapted Physical Education Teacher	\$65.00	\$2,600.00
Board Certified Behavior Analyst (BCBA)	\$128.00	\$5,120.00
Board Certified Assistant Behavior Analyst (BCaBA)	\$80.00	\$3,200.00
Behavior Tech (BT)	\$45.00	\$1,800.00
Registered Behavior Tech	\$55.00	\$2,200.00
Licensed Counselor	\$70.00	\$2,800.00
Counselor	\$65.00	\$2,600.00
Educational Diagnostician	\$75.00	\$3,000.00
Substitute Nurse (RN/LPN)	\$65.00	\$2,600.00
School Aide (Paraprofessional/Teacher's Aide)	\$35.00	\$1,400.00
Social Worker	\$65.00	\$2,600.00
Licensed Social Worker	\$70.00	\$2,800.00
Sign Language Interpreter	\$65.00	\$2,600.00
Special Education Teacher	\$70.00	\$2,800.00
General Education Teacher	\$65.00	\$2,600.00
COTA/PTA/SLPA	\$65.00	\$2,600.00