

VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is effective on 21st day of August, 2024 and between Caldwell School District No. 132 (hereinafter "School District") and ProCare Therapy ("Vendor").

RECITALS

Whereas, the School District desires to have the Vendor perform personnel services and the Vendor agrees to accept such engagement to perform such services as specified below, subject to the terms and conditions contained hereunder.

NOW, THEREFORE, in consideration of the mutual promises, undertakings and conditions contained herein, as well as other good and valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. Engagement. The School District hereby engages the Vendor to perform the services described in Section 3 of this Agreement and/or on Addendum A. The Vendor hereby agrees and accepts such engagement subject to the terms and conditions contained in this Agreement.

2. Compensation. In consideration of the services and/or products provided by the Vendor, the School District agrees to pay the Vendor the amount specified on the Vendor's invoices for such services and/or products, provided that such invoices are consistent with the terms and conditions contained in this Agreement.

- a. To the extent required by law, the School District shall report to the Internal Revenue Service and/or to such other State and/or Governmental taxing authorities, any amounts paid to the Vendor pursuant to this Agreement, utilizing IRS Form 1099 or other, similar forms as may be necessary.
- b. When doing business with the School District or any of its schools, a valid Purchase Order (PO) is required per District Policy. Vendors who accept orders without first obtaining an authorized Purchase Order may not be paid. Vendor invoices should indicate and/or identify the applicable Purchase Order number.

3. Payment Terms. The School District shall pay the Vendor upon submission of an invoice on the following schedule of dates: First of each month following the days/month the student has attended the program. Note: The School District shall withhold payment of invoices until all Medicaid SDR sheets meet the submission requirements for Medicaid for services provided by the Vendor. If corrections to the SDR sheets are needed, the corrections must be done and approved by the School District prior to payment of invoices being sent to the Vendor. After all Medicaid SDR sheets have been properly submitted, the

School District pays invoices one time per month. Invoice/Account terms are at a minimum of net 45 (forty-five) days to allow for processing and School Board approval. The School District does not pay late fees or interest on such invoices.

4. Duties of the Vendor. The Vendor shall provide a Consultant who shall provide the services which are specified in this Agreement and/or Addendum A.

5. Documentation. Prior to signing this Agreement and receiving compensation for any services, the Vendor will provide to the School District the following documentation:

- a. Certificates of Insurance or automobile liability insurance.
- b. Business License.
- c. A completed IRS form W-9.
- d. A completed Vendor Information Sheet.

6. Onsite Schedule. The Vendor will adhere to any onsite schedule deemed suitable and appropriate by the School District. The Vendor, its representatives, agents and employees further agree that it will adhere to and comply with the standards and/or policies of the School District.

7. Insurance. The Vendor shall carry the following minimum insurance coverage for each Consultant in a form reasonably acceptable to the School District during the terms of this agreement:

- a. General Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.
- b. Workers Compensation - in accordance with state regulations.
- c. Employers Liability - \$1,000,000.
- d. Excess Liability over General Liability and Employer's Liability \$5,000,000 per occurrence and \$5,000,000 aggregate.
- e. Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- f. Comprehensive Automobile Liability Insurance with bodily injury limits of \$500,000.00/each accident and property damage with a limit of \$500,000.00/each accident. Coverage shall be inclusive of "any" automobile.

The Vendor agrees to provide the School District with certificates evidencing such insurance upon the School District request, including the election of coverage in the Vendor's worker's compensation policy and the accepts thereof by the surety. Vendor's insurers shall be acceptable to the School District. The Vendor's insurance policies, with the exception of the worker's compensation insurance, shall name the School District as an additional insured, state that such insurance is primary and that any insurance by the School District is excess and noncontributing with such primary insurance and shall waive all rights and subrogation against the School District. The failure of the Vendor to provide

continuous insurance coverage shall permit the School District to charge back against the Vendor's invoices and or received from the Vendor the costs or reasonable estimate of the costs of the School District's actual purchase of like protection plus the value of any claims actual made.

8. Independent Contractor. No relationship of employer and employee is created by this Agreement. It is expressly and specifically understood that the Vendor and/or its consultants will act hereunder as an independent contractor(s). The Vendor agrees and acknowledges that, its agents, representatives and employees are not subject to the direction and control of the School District in its day-to-day provision of the vendor services.

- a. The Vendor agrees that its consultants, agents, representatives and employees who may provide services under this contract, shall comply with I.C. §33-512(15) and provide appropriate criminal background checks and complied with said statute.
- b. The Vendor agrees that it will conduct comprehensive pre-employment screening to provide appropriate licensed and/or qualified consultants who meet applicable Idaho professional standards.
- c. Vendor will schedule and facilitate an interview between the School District and the consultant so that the School District can interview and assist in the hiring decision. The School District may decide not to hire or use any potential consultant presented by the Vendor at its sole discretion.

9. Term and Termination. The term of this Agreement shall commence on the date provided above and shall continue until June 30, 2024 unless terminated earlier in accordance with the terms of this Agreement.

- a. Either party reserves the right to terminate this Agreement at any time, for any reason upon thirty (30) days written notice. If the Vendor terminates the contract, any prohibition or limitation on the School District hiring any consultant as set forth in Paragraph 17 below, is inapplicable and the liquidated damage provision contained in Paragraph 17 is void.
- b. The School District may terminate the services of any individuals or agents of the Vendor, including, but not limited to the consultant identified in this Agreement, without terminating the entire Agreement. The Vendor agrees to replace any such individual that is unsatisfactory to the School District.
- c. The School District may, in its sole discretion, terminate this Agreement if the funds which would be used for this contract are insufficient and/or were not appropriated or approved by the Idaho Legislature or the School Board for the School District.
- d. For purposes of this agreement, the "onsite" location of this contract shall include any school, administrative office or residence located within the geographic scope of this School District boundaries. The consultants may be required to work at one or more schools or other "onsite " locations and the consultants and the Vendor agree that it will not charge the School District for their time and/or mileage traveling

from one building to another building within the geographic boundaries of the School District.

10. Indemnification and Hold Harmless. Except for any claims arising out of the negligent acts, errors or omissions of the School District, the Vendor agrees to indemnify and hold the School District harmless from any and all claims, liabilities, damages, losses, demands, costs, or suits of any nature whatsoever caused or attributable, in part or in whole, to the Vendor or the Vendor's employees, representative and/or agents, for property damage, personal injury or death or otherwise arising out of or in connection with or incidental to the performance of services or the provision of products by the Vendor pursuant to this Agreement. This indemnity shall include, without limitation, costs, expenses, and attorney fees incurred or accrued by such loss, damages, liabilities, claims, demands or suits as well as the full amount of any judgment rendered, or compromised, or any settlement made.

11. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT.

12. Notices. All notices required to be given under this Agreement shall be given in writing and delivered personally and/or by registered or certified mail, return receipt requested, postage pre-paid and addressed as follows:

Caldwell School District No. 132

Attn: Dawn Spurlock

1502 Fillmore Street

Caldwell, Idaho 83605

Vendor:

ProCare Therapy

5550-A Peachtree Parkway, Suite 500

Peachtree Counters, GA 30092

Notices shall be effective upon receipt if delivered personally or upon deposit in the United States mail.

13. Entire Agreement-Amendments. This Agreement supersedes all prior written or oral agreements or understandings between the parties relative to the subject matter of this Agreement. This Agreement may be amended from time to time if mutually agreed to by the parties and such modification is reduced to writing.

14. Standards of Performance. In performing its obligations under this Agreement, the Vendor agrees to act in good faith and with reasonable care and due diligence.

- a. The Vendor also agrees on behalf of its consultants, employees, agents and/or representatives that there will be no smoking or use of tobacco products on and/or around the School District property.
- b. While on School District property, the Vendor and/or its consultants, employees, agents and/or representatives shall refrain from using profanity, and shall have clothing or uniform in good clean condition and shall not wear any clothing which has any obscene letters, pictures, and/or phrases/sayings.
- c. The Vendor and/or its consultants, employees, agents and/or representatives shall, while on School District property, shall check in and out with the school and shall obtain and wear a visitor's badge at all times while on the school premises.

15. Onsite Responsibility. The School District is responsible for providing all support, facilities, training, direction, materials, supplies, and means for the consultant to complete the assignment. The School District acknowledges that Vendor is not providing nursing or healthcare services, but rather is providing candidate identification and placement services.

16. Assignability. This Agreement is for services to be provided solely by the Vendor designated in this agreement. The Vendor and the School District shall assign its rights and obligations under this Agreement without the prior, written consent of the School District.

17. Hiring of Consultants. The School District agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any consultant introduced or referred by ProCare for a period of six (6) months after the latest date of introduction, referral, placement, or termination or expiration of the contract assignment. If the School District enters into such an employment relationship with a consultant utilized by the School District through the Vendor, and within the timeframe noted previously, the School District will pay the Vendor the sum of Fifteen Thousand Dollars, (\$15,000), as liquidated damages per candidate.

Payment is due and payable to ProCare upon start date of the consultant.

18. Administrative Responsibilities. The School District shall be responsible for orienting consultant to the School District's policies and procedures regarding the submission of any requisite

paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or School District specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per School District's policies and procedures, School District must notify Vendor writing within five (5) business days of alleged failure.

19. Guaranteed Minimum Hours. The School District agrees to provide consultant, the guaranteed number of work hours per week as specified in Addendum A which pertains to the consultant. Cancellation of prescheduled shift(s) or reduction in work hours by the School District will be billed at 50% of the rate identified in Section 3 above. For purposes of this Agreement, it is agreed and understood that the Guaranteed Minimum Hours shall be calculated and determined in accordance with the District's School Calendar and that no guaranteed hours or payments will be earned or paid during the School District's Winter/holiday break or during Spring break.

20. Governing Law. This Agreement shall be performed, construed and interrupted in accordance with laws of the State of Idaho.

21. Jurisdiction and Venue. The Vendor consents to personal jurisdiction and agrees that any and all proceedings which arise from or which pertain to this Agreement shall be brought in the District Court of the Third Judicial District in the County of Canyon.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, unenforceable, or otherwise inoperative the remainder of this Agreement shall remain in full force and effect, as if said provision were not included in this Agreement.

23. Headings. The headings used herein are for convenience only and are not to be construed in interrupting this Agreement.

24. Compliance with Laws. In performance of the duties required under this Agreement, both parties agree and shall comply with applicable laws, ordinances and codes of local, state and federal governments, including but not limited to OSHA, HIPAA and FERPA.

In witness whereof, the parties have signed this Agreement as of the day and year first written above.

Caldwell School District No. 132

Dawn Spurlock

Print Name – Director of Special Services

Signature

Date

Vendor: ProCare Therapy

Chelsea Serr

Print Name -

Signature

Date
