

HEALTH CARE STAFFING AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on August 14, 2025 by and between Interim HealthCare of Idaho (hereinafter “Provider”) and Caldwell School District (hereinafter “Customer”).

RECITALS

WHEREAS, Provider is in the business of providing home care and health care staffing services; and

WHEREAS, Customer requires supplemental personnel to work various shifts in Customer’s facility; and

WHEREAS, Provider has the necessary personnel and is willing to provide such personnel to Customer, under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, Customer and Provider agree as follows:

SECTION I – PROVIDER RESPONSIBILITIES

1. Upon request by Customer, Provider will assign personnel to supplement the services provided by personnel of Customer.
2. Provider shall only provide personnel who meet the requirements of Customer as defined in Attachment A and who have cleared a background check allowing such individual to be in the presence of students in compliance with section 33-130, Idaho Code. Provider shall notify the Customer of any finding for any individual who will be assigned to provide Customer services pursuant to this Agreement. Customer may deny service by any such Provider employee with a positive finding on the background check, at the sole discretion of the Customer. Such background checks shall be at no cost to the Customer
3. Provider shall maintain an employee file, on each of its employees, containing the following:
 - (a) A completed application which includes skills, specialties and preferences.
 - (b) Documentation of special education or training.
 - (c) Verification that evidence of professional licensure identification, as applicable, have been seen and examined.
 - (d) Evidence of health status.
 - (e) Dates of employment and orientation.
 - (f) Job Description.
 - (g) Performance evaluation completed annually.
 - (h) Verification of identity and work authority.
 - (i) A completed background check sufficient to meet the provisions of section 33-130, Idaho Code, with written proof of notification to the District of any findings from such background check.

4. Provider is responsible for evaluating the skills and experience of its personnel. Provider will match the skills and experience levels of its employees to the specific needs of Customer.

5. Provider shall provide orientation to Provider policies and procedures for all new employees.

6. Provider employees, who are assigned to a Customer facility for the first time, shall complete the facility orientation, as defined in Attachment A and shall report to the designated facility supervisor before he/she begins working in such facility.

7. Provider agrees that it will not actively solicit Customer employees for employment with Provider for the term of this Agreement. Active solicitation shall not include an instance where an employee of Provider responds to a job posting of the Customer to which any individual may respond nor the interview or retention of such individual.

8. Except for the use of subcontractors; if any, pursuant to Paragraph 11 below, all personnel providing services pursuant to this Agreement shall, for all purposes under this Agreement, be considered employees of Provider. Provider shall assume sole and exclusive responsibility for the payment of wages to personnel for services performed by them for Customer. Provider shall, with respect to said personnel, be responsible for withholding federal and state income taxes, paying federal social security taxes, unemployment insurance and maintaining worker's compensation insurance coverage in an amount and under such terms as required by each state in which services are provided by Provider. Provider shall provide proof of such insurance status upon the request of the Customer.

9. Supplemental personnel provided by Provider will comply with all provisions of the licensing law under which he or she is licensed, with the regulations promulgated there under, and with nursing policies adopted by the Customer to protect the health and welfare of patients.

10. Supplemental personnel will report, on Provider provided occurrence reporting forms, any unexpected incidents, including errors, unanticipated deaths and other events, injuries and safety hazards related to the care and services provided by Provider.

11. Provider may provide Customer with supplemental personnel supplied by subcontractors provided such subcontractors comply with the obligations of Provider pursuant to Sections I, V and VII of this agreement.

12. State Mandated Certifications for the services provided by Provider:

(a) Pursuant to Idaho Code Section 67-2346, Provider certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories.

(b) Pursuant to Idaho Code Section 67-2359, Provider certifies that it is not currently owned or operated by the government of China/People's Republic of China and will not, for the duration of this Contract, be owned or operated by the government of China/People's Republic of China.

(c) Pursuant to Idaho Code Section 18-8703-18-8711, Provider certifies that it is not currently an abortion provider and will not, for the duration of this Contract, provide abortions or be an affiliate of an

abortion provider and/or is an exempt health care provider pursuant to the applicable provisions of Idaho Code.

(d) Pursuant to Idaho Code Section 67-2347A, Provider certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, any boycott of any individual or company because the individual or company: engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy or agriculture or engages in or supports the manufacture, distribution, sale or use of firearms.

(e) The terms in this section shall be defined as stated in the applicable provisions of Idaho Code.

SECTION II – CUSTOMER’S RESPONSIBILITIES

1. Provider shall be called for supplemental personnel on a priority basis however this shall be a non-exclusive contract for the provision of services detailed in this Agreement.

2. Customer shall provide sufficient information about its specific needs so that Provider may match the skills and experiences of its employees to those specific needs.

3. Customer shall utilize assigned personnel only for the specific need requested. Customer shall not reassign (“float”) personnel to other areas within a Customer facility unless Provider has first confirmed that such personnel have the requisite skills, desire and experience.

4. Customer agrees that Provider’s duty to fill assignments is subject to the availability of qualified personnel.

5. Customer will not discriminate against former employees of Customer who go to work for Provider regarding future assignment at a Customer facility through Provider. However, Customer shall have the right to decline the placement of a former employee of Customer at one of Customer’s sites, by Provider, at the sole discretion of the Customer.

6. It shall be the responsibility of Customer to provide Provider with Customer and Customer facility information and policies so that orientation of supplemental personnel may be given.

7. Customer staff supervisors will assist Provider, on a continuing basis, with evaluation of the competency of Provider personnel by providing performance information and/or access to clinical areas for observation by a Provider supervisor.

8. Customer shall allow Provider supplemental personnel (on their own time) to attend appropriate Customer staff development programs.

9. Customer acknowledges that the supplemental personnel assigned to a Customer facility by Provider are employees of Provider, and Customer agrees to pay Provider a placement fee according to the following schedule if Customer directly hires an employee of Provider within 30 days of the last day worked by the employee at a Customer facility when such employee of Provider has willfully and voluntarily left the employment of the Provider. Payment of such placement fee will be made 30 days

after direct employment with Customer. For nursing employees, the placement fee shall be based on the following spreadsheet

10. Customer acknowledges that the supplemental personnel assigned to a Customer facility by Provider are employees of Provider, and Customer agrees to pay Provider a placement fee according to the following schedule if Customer directly hires an employee of Provider within 120 days of the last day worked by the employee at a Customer facility. Payment of such placement fee will be made 30 days after direct employment with Customer. For nursing employees, the placement fee shall be based on the following spreadsheet.

Nursing Placement Fee

| Number of hours worked for Customer | Fee: Percentage of annual salary upon hire |
|--|---|
| Less than 100 | 25% |
| 100 – 299 | 20% |
| 300 – 499 | 15% |
| 500 – 699 | 10% |
| Over 700 | 5% |

10. Customer will immediately inform Provider in writing of the intention to directly hire a Provider employee who is leaving the employment of the Provider to work for the Customer for an employee who has voluntarily left the employ of the Provider.

SECTION III - MUTUAL RESPONSIBILITIES

Both parties agree to:

1. Comply with all federal, state and local laws and regulations including, but not limited to, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the National Labor Relations Act and the Health Insurance Portability and Accountability Act of 1996.
2. Not discriminate or permit discrimination against any employee, applicant or patient on the grounds of age, race, color, religion, disability, sex, national origin, citizenship status, veteran status, union affiliation, or other category protected by law.
3. Maintain the confidentiality and privacy of patient records and educational records for which access is obtained.
4. Consult and cooperate on a continuing basis with each other in the establishment of mutually acceptable standards and procedures for selection, training and assignment of personnel, handling of requests for service, billing procedures and other matters incidental to the carrying out of the provisions and purpose of this Agreement.

SECTION IV – COMPENSATION AND BILLING

1. Provider will bill Customer weekly for its services in accordance with Attachment A. Customer will remit net payment to Provider upon receipt of invoice. Provider may impose a default

charge of two percent (2%) per month, or the maximum amount permitted by law to all outstanding amounts unpaid for thirty (30) days or more.

- (a) If Customer falls to 60 days late on payments, but continues to request help from Provider, then all help provided after the 60 days late will include a 20% upcharge to the rates in Attachment A.
- (b) If Customer falls to 90 days late on payments, Provider will remove all staff from supporting Customer until all past due balances have been paid.

2. This Agreement shall remain in effect, subject to termination as identified herein, for the term of the 2025-2026 school year. Should the Parties desire to enter into any successor agreement, such will be negotiated in good faith and reduced to a new written agreement.

SECTION V INDEMNIFICATION AND INSURANCE

1. Provider hereby indemnifies and agrees to hold Customer and its employees, successors and assigns harmless from and against all claims, liability, loss, damage, cost or expense, including but not limited to reasonable attorney's fees, arising out of, or in connection with, or as a result of the services provided by Provider during the term of this Agreement.

2. Customer hereby indemnifies and agrees to hold Provider, its employees, affiliates, successors and assigns, harmless from and against all claims, liability, loss, damage, cost or expense, including, but not limited to reasonable attorney fees, arising out of, or in connection with, or as a result of services (other than Provider's services) provided by Customer during the term of this Agreement.

3. Customer and Provider agree to maintain general, professional and blanket contractual liability insurance for their respective operations in an amount of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate during the term of this Agreement.

SECTION VI – TERM OF AGREEMENT

1. The term of the Agreement shall be for one (1) year from its effective date and it shall be renewed automatically under the same terms and conditions for successive contract years unless either party gives written notice of its intention to terminate the Agreement in accordance with Section VI Paragraph 2.

2. Either party may terminate this Agreement with or without cause upon thirty (30) days advance written notice to the other party.

3. Rates are subject to change independent of these terms as outlined in Attachment A of this Agreement. Should the Provider increase rates, advance notice of such rate increase must be provided to the Customer no less than thirty (30) days prior to the effective date of the rate increase. The Customer thereafter shall have the right to terminate this Agreement upon fourteen (14) days written notice to the Provider.

4. Appropriations. The obligations of Customer under this Agreement are subject to the availability of funds lawfully appropriated by the Idaho Legislature for the purposes of the operation of an Idaho Public School District. Agreement. In the event that sufficient funds are not appropriated or otherwise made available to satisfy the obligations of Customer under this Agreement, Customer may terminate this Agreement, in whole or in part, without penalty or further obligation, by providing written Notice to the other party. Such termination shall be effective within fourteen (14) days of such Notice. Customer agrees to use reasonable efforts to secure funding for the full term of this Agreement.

SECTION VII – ATTORNEY FEES

1. In the event of a dispute regarding this contract, the substantially prevailing party will receive an award of its attorney fees.

SECTION VIII - MISCELLANEOUS

1. To the extent required by Section 1395x (v) (1) (I) of Title 42, United States Code, the records access clauses therein contained are incorporated herein by reference with the same effect as though set forth herein in their entirety.

2. This Agreement may only be amended by written instrument signed by the parties hereto.

3. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, estates, heirs, beneficiaries, and representatives. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

4. This Agreement and any attachments, exhibits and schedules attached hereto constitute the entire agreement of the parties with respect to the subject hereof, and supersede all prior understandings, agreements and oral representations and warranties of the parties with respect to the subject matter of this Agreement. Any reference in this Agreement shall be deemed to include any attachments, exhibits or schedules.

5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

6. Any notice, request, information or other document to be given hereunder to any of the parties by any other party shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail, if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

If to Provider

Addressed to:

Interim HealthCare of Idaho
1010 S. Allante Place, #102
Boise, Idaho 83709
208-968-9681

If to Customer:

Addressed to

Dawn Spurlock
1200 Grant Street
Caldwell, ID 83605
208-455-3300

Any such notice shall be deemed delivered: (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by telegraph or telecopy, (c) on the date of transmission with confirmed answer back if by telex, and (d) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Any party may change the address to which notices under this Agreement are to be sent to it by giving written notice of a change of address in the manner provided in this Agreement for giving Notice.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho applicable to contracts made and to be performed therein, without regard to conflicts of law principles thereunder.

8. Any party to this Agreement may, in writing, extend the time for or waive the performance of any of the obligations of the other, or waive compliance by the other with any of the covenants or conditions contained in this Agreement. No such waiver shall operate or be construed as a waiver of any subsequent act or omission of the parties.

9. If at any time subsequent to the date of this Agreement, any provision of the Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

10. No party shall assign its rights or delegate its duties hereunder without prior written consent of the other party.

11. In the event that either party's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes or other acts of nature of any cause that is not that party's fault or is beyond that party's reasonable control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.

12. Provider and Customer are separate entities independently contracting for purposes of this Agreement and in no event shall either party be considered the employee, agent, partner, or co-venturer of the other.

13. It is expressly understood by the parties that Customer is not expected or required, either expressly or implicitly, to refer any patients to Provider for the provision of any goods, products or services provided by Provider, in anticipation of receiving any benefits or payments under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

By: _____

By: _____

Name: Stewart Wilder

Name: _____

Title: President and GM

Title: _____

ATTACHMENT A

Personnel Requirements:

Non-licensed/non-certified personnel

Certified Nursing Assistants (CNA)

Med Tech Certified Nursing Assistants (Med Tech)

Medical Assistant (MA)

Licensed Practical Nurse (LPN)

Registered Nurse (RN)

Reimbursement Rates:

| Position | Rate |
|------------------------------------|-------------|
| Non-licensed/non-certified support | \$30/hour |
| CNA | \$35/hour |
| *Med Tech Facility Shifts | \$36/hour |
| Medical Assistant Shifts | \$44/hour |
| LPN Facility Shifts | \$57/hour |
| RN Facility Shifts | \$80/hour |
| Nurse Home Visit | \$150/visit |
| Mileage | \$.7/mile |

- If a contagious disease like Covid-19 present in the facility, or home, a hazardous work environment premium will be added to each shift of \$4/hour.
- Holiday rates are charged at one and one-half (1 ½) times the regular billing rate on all the below listed holidays. Holiday rates apply to all shifts that begin or end on the holiday date.
 - Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas.
 - Overtime rates are charged after forty hours worked by the employee in one week, for the Provider, regardless of where hours were accrued at Provider’s locations. Overtime charges are 1.5 times the regular hourly rate. Customer shall not be held responsible for an employee working in excess of forth (40) hours for another employer in combination with the Customer. Provider will give Customer notice before booking an employee already in excess of 40 hours scheduled in the week. Any overtime worked for the Customer must be pre-approved.
 - Confirmed shifts cancelled by Customer within 4 hours of the scheduled start time will be billed for half of the scheduled shift time at the appropriate bill rate outlined above.

- If a caregiver arrives for a confirmed shift and is sent away prior to the scheduled end time, Customer shall pay Provider for full scheduled time of the shift.
- All notifications of cancellations must be in writing and conveyed to Provider
- Mileage will be billed for all travel incurred between clock in and clock out that is done in the service of the client/customer.
- All times will be rounded to the nearest 15 minutes. Example: 2:07 rounds to 2:00 and 2:08 rounds to 2:15.
- ALL communication in regards to pay (including Incentive Pay and Bonuses) and scheduling must be routed through and approved by Provider, and offered out at the Providers discretion.
- The terms of charges relating to services provided under this Agreement are subject to change with at least 30 days written notice to Customer by Provider. Customer thereafter may terminate this Agreement with fourteen (14) days notice. Any desire on the part of either Party to change any other term of this Agreement requires agreement between the parties, reduced to signed writing.

By: _____

By: _____

Name: Stewart Wilder

Name: _____

Title: President & GM

Title: _____