

PURCHASED SERVICES AGREEMENT
Nursing Services
Caldwell School District # 132
2025-2026 school year (PS12)

Article (1) AGREEMENT:

This Agreement is made and entered this 15th day of September, 2025 between **Caldwell School District** (District), and **All Ways Caring Home Care** (Contractor) for the 2025-2026 school year.

WHEREAS, the Caldwell School District provides special educational and related services to assist students attending school in the District in their educational development, as identified on the students' individualized education program (IEP) plan; and

WHEREAS, the Contractor is duly licensed or qualified and able to provide related services to the District's students;

NOW THEREFORE, It is hereby agreed by both parties as follows:

Article (2) TERMS:

- A. TERM: This Agreement shall commence on the 3rd day of September, 2025 and shall continue to the end of the 2025-2026 school year, on or about June 30, 2026.
- B. TERMINATION: Either party to this Agreement may at any time terminate this Agreement, upon forty-five (45) calendar days' written notice to the other party of such termination. At the end of such forty-five (45) calendar day notice period, this Agreement shall forthwith terminate for all purposes, as if such date were the date set forth herein as the termination date of this Agreement, provided that any obligations arising prior to the termination of this Agreement shall be governed by the terms hereinafter set forth, until satisfied.
- C. APPROPRIATIONS. This Agreement is contingent upon the availability of funds of the District associated with appropriation from the Idaho Legislature or the U.S. Department of Education relating to educational funding.

Article (3) INDEPENDENT CONTRACTOR:

- A. Caldwell School District engages the Contractor as an independent contractor (and not an employee of the District) to perform the services set forth herein, and the Contractor hereby accepts such engagement.
- B. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with Caldwell School District for any purpose. The School District shall not be liable for any obligation incurred by the School

District of any name, nature, or kind.

- C. In conformity therewith, the Contractor shall retain sole and absolute discretion in the manner and means of providing contracted services to the School District.
- D. Regardless of Independent Contractor status, Contractor shall comply with all policies, rules and regulations of the School District in connection with the provision of the Contractor's services.
- E. All services rendered by the Contractor shall be rendered in a competent, efficient and satisfactory manner and in strict accordance with the currently approved methods and practices in the Contractor's professional specialty.

Article (4) DUTIES:

- A. The services rendered pursuant to this Agreement will be provided by individuals who are properly educated and trained and duly licensed to perform the services or supervised by a licensed/certified provider in accordance with applicable professional standards.
- B. Contractor agrees that all work pursuant to this Agreement will be performed in accordance with the highest professional standards and consistent with applicable laws, rules, regulations and ethical codes applicable to the person performing such professional duties.
- C. Written assurances will be provided to the District attesting that all of Contractor's employees who come into contact with students shall have been subject to a criminal background check at least as stringent as that required by section 33 – 130, Idaho Code and applicable policies of the District.
 - a. If any of Contractor's employees has a positive finding on a criminal background check, communications shall occur between the Contractor and District regarding such finding. Such Contractor employees who provide service to the District's students will have been determined to not have a criminal background inconsistent with working with children, as determined by the District's Administration.
- D. The District shall have the right to observe services being provided to District students pursuant to this Agreement and to review any and all written documentation associated with services provided pursuant to this Agreement..

Article (5) SCHOOL DISTRICT SERVICES:

- A. To facilitate delivery of services, the District will provide:
 - 1) reasonable and prompt notification of meetings and other appointments in which the Contractor is expected to participate;
 - 2) signed parental consent forms, as necessary;
 - 3) identifying information regarding the client and the parent/guardian; and,

- 4) reasonable assistance in facilitating communication between the Contractor and clients, parents/guardian, and other providers and agencies.

Article (6) COMPENSATION:

A. Contractor will be compensated by the Caldwell School District at the following rates for direct services rendered for the duration of this contract:

- 1). Nursing Services by an RN: Rate: \$20.38/15-minute unit, or \$81.52/hour
- 2). Nursing Services by an LPN: Rate: \$12.87/15-minute unit, or \$58.48/hour

B. The Contractor will submit by the first Friday of each month, a statement of services rendered for the prior month. Such invoice shall be submitted to the District's Special Services Office. Each invoice will include the following, from the Contractor:

- 1) The name and address of the Contractor;
- 2.) The total number of hours for which the Contractor claims compensation.

a.) Invoices shall include, in an itemized format the date, total time expended on each date and a brief description of each of the services provided. The student/adult receiving services shall be identified in the invoice.

b.) Additional documentation may be required by the District and will be provided within ten (10) days of the date of written request for the documentation.

C. Contractor shall be compensated at the rate listed above based upon the approved and timely invoices submitted by the Contractor for the applicable billing period, until or unless amended by both parties.

D. The Contractor shall be paid within thirty (30) days of the District's timely receipt of the invoice.

- 1) If any payment sought by Contractor from any invoice is in dispute, the District shall pay the undisputed portion of such invoice while the Parties confer to address the disputed invoiced sums.

Article (7) EQUIPMENT:

A. It shall be the Contractor's responsibility to provide the appropriate, reasonable equipment to complete the services identified in this Agreement.

B. If the Contractor deems it prudent, reasonable and/or necessary to provide his/her own personal PPE (Personal Protection Equipment), the Contractor shall procure and use his/her own PPE. It is not the responsibility of the District to procure or provide PPE for the Contractor or for the Contractor's use. It is also the Contractor's

responsibility to maintain and/or clean such PPE.

Article (8) RECORDS:

- A. The Contractor shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Agreement and shall provide copies of the records to the District within ten (10) working days of the date requested. Additionally, upon reasonable notice, the District shall have the right to review such records at any time during business hours, at Contractor's place of business.
- B. The Contractor acknowledges that during the course of providing services pursuant to this Agreement, information will be obtained by the Contractor including but not limited to the students' identity and the nature of services rendered. Contractor agrees that such information shall be confidential pursuant to the Family Educational Rights and Privacy Act (FERPA), Section 33-133, Idaho Code as well as any other applicable state or federal law, rule or regulation. Contractor is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized and directed by the District, without parent/guardian consent or the consent of the student if age 18 or older.
- C. All reports, files and records relating to the business of Caldwell School District, whether prepared by the Contractor otherwise coming into his/her possession, shall remain the exclusive property of Caldwell School District.
- D. Forms, documents, or other inventions created by the Contractor prior to or while under contract with Caldwell School District outside of reports completed for business of Caldwell School District are the property of the Contractor.

Article (9) CONTRACTOR'S QUALIFICATIONS:

- A. Contractor will submit a copy of his/her current State of Idaho certification and endorsement within thirty (30) days of this agreement.

Article (10) INSURANCE AND RECOGNITION OF RISKS:

- A. Contractor shall carry his/her own Commercial General and Umbrella/Excess Liability Insurance. Contractor and any of its subcontractor(s) shall maintain Commercial General Liability (CGL) written on an occurrence basis with a limit of not less than \$1,000,000.00 each occurrence and in aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000.00. CGL Insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under a contract including the tort liability or another assumed in a business contract.
- B. Contractor shall submit proof of liability insurance coverage within thirty (30) days of this Agreement.

- C. The Contractor has the option to elect to not to carry Workers Compensation Insurance as is allowed by Idaho law. However, in the event the Contractor hires one or more employees, the Contractor agrees to promptly obtain Workers Compensation Insurance and agrees to provide the District a copy of the Workers Compensation policy within 10 days of hiring any employees.
- D. Contractor acknowledges and recognizes that the Contractor will be working with adults and/or students who may have communicable diseases, including but not limited to chicken pox, mumps, measles, influenza, whooping cough, Covid-19 and other illnesses. The Contractor recognizes that the students and/or their parents have the right to withhold their student from school if the student is sick. However, in some cases, the adult and/or student may not know they are ill and/or may not recognize the symptoms. The Contractor acknowledges and recognizes that working with adults and/or children who may or may not be sick, is one of the risks and hazards of working in the school environment. The Contractor also acknowledges and recognizes that it is the Contractor's responsibility to take appropriate steps associated with exposure to medical conditions, such as obtaining appropriate vaccinations, providing his/her own PPE (Personal Protection Equipment) and/or taking other, appropriate and reasonable preventative measures.

Article (11) WAIVER OF CLAIMS FOR INFECTIOUS DISEASES, INCLUDING COVID-19 CLAIMS:

- A. The District shall not be liable for any sickness, illness or damages caused by the exposure of the Contractor to any students, employee, volunteers or other independent contractor, who has, had or may have Covid-19 or any other communicable disease. The District shall not be liable to the Contractor for any sickness, illness or damages caused by the alleged negligence of the District to properly clean, control, monitor and/or comply with any governmental recommendations, suggestions, orders, or Proclamations with respect to Covid-19 or other communicable disease.
- B. The Contractor shall not be liable for any sickness, illness or damages caused by the exposure of the District or any of its students, employee, volunteers or other independent contractor, by the Contractor, who has, had or may have Covid-19 or other communicable disease. The Contractor shall not be liable to the District for any sickness, illness or damages caused by the alleged negligence of the Contractor to properly clean, control, monitor and/or comply with any governmental recommendations, suggestions, orders, or Proclamations with respect to Covid-19 or other communicable disease.

Article (12) ATTORNEY'S FEES AND GOVERNANCE:

- A. In the event of the commencement of suit to enforce any of the terms and conditions of this agreement, the prevailing party in such litigation shall be entitled to recover such sum as a court of competent jurisdiction may fix as reasonable attorney's fees.

- B. This Agreement shall be governed by the laws of the state of Idaho.

Article (13) NOTICE:

- A. Any notice required to be provided to any party to this agreement shall be in writing and shall be considered effective as of the date of deposit with the United States Post Office, by certified or registered mail, postage prepaid, return receipt requested, and addressed to the party.
- B. This Agreement is written for the specific assignment and time period listed. An independent contract is issued only if there is a lack of qualified employees in the District to fill that assignment.

Article (14) STATE MANDATED CERTIFICATIONS:

- A. Pursuant to Idaho Code Section 67-2346, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories.
- B. Pursuant to Idaho Code Section 67-2359, Contractor 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 Agreement be owned or operated by the government of China/People's Republic of China.
- C. Pursuant to Idaho Code Section 18-8703-18-8711, Contractor certifies that it is not currently an abortion provider and will not, for the duration of this Agreement, provide abortions or be an affiliate of an abortion provider.
- D. Pursuant to Idaho Code Section 67-2347A, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement 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.

Article (15) REPORTING ABUSE, ABANDONMENT OR NEGLECT

- A. Contractor acknowledges its obligation to comply with Idaho Code Section 16-1601 *et. Seq.*, and report within twenty-four (24) hours, any suspected abuse, abandonment, or neglect of a child to a local law enforcement agency or the Idaho Department of Health and Welfare. Contractor also agrees to inform the District within twenty –four (24) hours of such suspicion and/or of such reporting.

Article (16) ASSIGNMENT

- A. This Agreement shall not be subject to assignment, in whole or in part, by Contractor or by operation of law, so as to authorize any person other than Contractor, or Contractor's employees, to assume the duties subject to this Agreement, without the District's prior written consent.

Article (17) AMENDMENT

- A. This Agreement may be amended at any time with the prior written consent of both Parties. Any and all amendments to this Agreement shall be reduced to writing, signed by both Parties.

Article (18) NON-DISCRIMINATION

- A. The Parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation in, or otherwise subjected to, discrimination under any activity performed pursuant to this Agreement.

Article (19) DEFAULT, TIME OF PERFORMANCE, NON-WARIVER OF BREACH

- A. Default. Upon default by either Party, the non-defaulting Party may cancel this Agreement immediately, upon notice and may pursue any and all available legal, equitable, and other remedies. The defaulting party shall be liable for any and all expenses that are incurred by the non-defaulting party as a result thereof, including but not limited to, procuring substitute performance, legal fees, and other losses incurred due to the default.
- B. Time of Performance. Time is of the essence in this Agreement. Therefore all times for performance of the obligations, as stated herein, shall be strictly complied with by the parties.
- C. Non-Waiver of Breach. The failure of the Contractor or the District to insist upon strict performance of any term of this Agreement, or to exercise any option herein conferred in any or all instances, shall not constitute a waiver or relinquishment of any such term, but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of the Contractor or District.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed on the date and year first above written.

By: _____ Date: _____
All Ways Caring Home Care

Caldwell School District No. 132, State of Idaho

By: _____ Date: _____
Dawn Spurlock, Director of Special Services