

Agreement for Nursing Services

This Agreement ("Agreement") for Nursing Services, is made and entered into as of this 7th day of June, 2013 by and between MOUNTAIN HOME SCHOOL DISTRICT NO. 193, a public school district ("District"), and Best HomeCare & Staffing ("Agency") who agree as follows:

ARTICLE I PURPOSE OF AGREEMENT

1.1 Purpose of Agreement. The Agreement sets forth the terms and conditions upon which District retains Agency to provide Personal Care services to students as mutually agreed upon requiring service. Services needed are designated and assigned by the District as prescribed within the eligible students' Individualized Education Plan (IEP) during the school day. The Agency shall be responsible for hiring their own staff and maintaining all records necessary from the resulting services.

1.2 Agency Relationship. The Agency shall be an agent for District in operation of the providing the Nursing services and shall represent the District in a professional manner at all times.

1.3 Regulations and Access. District will oversee and supervise Agencies daily operation of the Nursing services provided with respect to matters relating to the provision of services, compliance with requirements within the IEP, adherence to standards and requirements as outlined within IDEA regulations and interaction with staff, guardians, and legal agencies. The District's authorized representatives shall have access to records pertaining to the treatment of students in compliance with the IEP at all times. The District representative shall determine and assign the caseload to the Agency based on need, staffing, and qualifications.

1.4 Previous Agreements. This agreement supersedes any and all previous agreements.

1.5 Confidentiality. District and Agency represent and warrant to each other that each party shall maintain the confidentiality of the student and parent information as obtained within the necessary procedures of providing the described nursing services.

ARTICLE II TERM

2.1 Term of Agreement. The term of the Agreement is one (1) year, commencing on August 1, 2015 and continuing through July 31, 2016. Additional one (1) year terms are allowed upon mutual agreement of the parties, unless terminated earlier as hereinafter provided.

ARTICLE III
Independence

3.1 Administration. The Agency under this Agreement shall be considered and treated as an independent contractor or corporation. In no regards are they or their staff an employee of, or employed by, the District. All criteria identifying the treatment and actions of an independent contractor as outlined by the Internal revenue Code will be applicable and in full force.

ARTICLE IV
EMPLOYEES

4.1 Employees. The Agency shall provide qualified, professional Nursing Certified employees to provide nursing services to named student of the Mountain Home School district. The District reserves the right to provide input in the selection and retention of the Agencies employees on site. The District reserves the right to request the Agency replace any employee after due process and written documentation is provided to the Agency regarding District concerns with the individual, and provided that such removal request is not in violation of any Federal, State or local employment laws.

4.2 Personnel Obligations. Each party hereto shall be solely responsible for all personnel actions and all claims arising out of injuries occurring on the job with respect to employees on its respective payroll. Each party shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and worker's compensation costs and shall file all required documents and forms. Each party shall indemnify, defend and hold the other harmless from and against any claims, liabilities and expenses related to or arising out of the indemnifying party's responsibilities set forth herein.

4.3 Licenses and Certifications Each party to this Agreement shall document, retain, and display upon request, any certification or license required for the respective parties employee to perform functions, procedures, or services covered under this Agreement.

4.5 Equal Opportunity and Affirmative Action Employer. Neither party shall discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning nursing employees. In addition, each party affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758;

12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

ARTICLE V
PAYMENT TERMS AND FINANCIAL ASSUMPTIONS

5.1 Invoice Due Date. The Agency shall invoice District by the 10th of the following month for services performed and for amounts due based on on-site services incurred during that month. The invoice shall contain sufficient detail regarding the services provided, the Medicaid billing code of the services provided, the student receiving the services, the date services were provided, quantity of the units or hours of service, and the duration of the services. A schedule similar to attachment "A" or similar shall be used to document the invoice. Invoiced amounts shall be paid within thirty (30) days after the invoice date.

5.2 Fees. Charges to the District by the Agency shall be based on an hourly rate of service. The total hours contracted for the FY 2014 school year are at a flat fee of \$20.80 per hour.

5.3 Statements and Records. The Agency shall maintain records that District needs to support the Agency claims for any reimbursement. The District may utilize the records and files maintained by the Agency to seek reimbursement of its expenses by a third party payer. The Agency will assist the District in any efforts the District needs to accomplish its billing and reimbursement from a third party payer. All books and records relating to the student Nursing services performed on-site shall be made available as required by state and Federal regulations for inspection and audit by either District, or state or Federal audit. The Agency shall make available, for a period of five (5) years from the date of receipt of final payment under this Agreement, the books and records pertaining to Nursing services. These records are subject to inspection or audit by representatives of State or Federal agencies having authority and over-site of this area. If the audit findings require further investigation, the records shall be maintained by the Agency beyond the five (5) year period. The cost of such audits shall be borne by the District.

ARTICLE VI
GENERAL TERMS AND CONDITIONS

6.1 Insurance. The parties shall maintain insurance as follows:

A. Workers' Compensation Insurance. Each party shall maintain workers' compensation coverage as required by state law covering all of its employees employed in connection with the Nursing services.

B. Comprehensive or Commercial Insurance. Each party shall maintain during the term of the Agreement, for protection of District and Agency, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than Three Million Dollars (\$3,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Professional Liability, Blanket Contractual Liability and Products Liability, covering only the operations the Agreement.

6.2 Mutual Indemnity. Except as otherwise expressly provided in this Agreement, the and the District shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs which may arise because of the sole negligence, misconduct, or other fault of the indemnifying party, its agents or employees in the performance of its obligations under this Agreement. Notwithstanding the foregoing, with respect to property damage, for which the parties maintain a system of coverage on their respective property, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies. This clause shall survive termination of the Agreement.

6.3 Assignment. The Agreement may not be assigned by either party without the written consent of the other party.

6.4 Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and shall be either served personally or sent by United States registered or certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To District: Mountain Home School District No. 193
Attention: Director of Educational Services
P.O. Box 1390
470 N. 3rd East.,
Mountain Home, ID 83647

To Agency: Best HomeCare & Staffing
624 16th Avenue South
Nampa, Idaho 83686

6.5 Termination for Cause. If either party breaches a material provision hereof or of any other agreement between the parties ("Cause"), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within ten (10) days

in the case of failure to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specified period, the party giving notice shall have the right to terminate the Agreement upon expiration of such remedy period. The rights of termination referred to herein are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

6.6 Miscellaneous. If any term or provision of the Agreement or the application thereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

MOUNTAIN HOME SCHOOL DISTRICT NO. 193

By: Albert Longhurst
Name (printed): Albert Longhurst
Title: Director of Educational Services
Date: 9-4-15

Best HomeCare & Staffing

By: Haven Plaine
Name (printed): Haven Plaine
Title: Owner
Date: 9-4-15