

## **PROVIDER AGREEMENT**

This Provider Agreement, dated January 11, 2022, is between **Geneva Community Unit School District 304** ("SCHOOL") and **Pediatric Services of America, LLC d/b/a AVEANNA Healthcare** ("AVEANNA").

SCHOOL has entered into an agreement with AVEANNA to provide healthcare services to student(s) of the SCHOOL. These services are defined in Schedule "A".

Accordingly, the parties agree as follows:

### **1. Obligations of AVEANNA.**

a. **General.** AVEANNA represents and warrants that it and all of its employees, agents and representatives hold and will continue to hold all federal, state and local licenses required by law in order to render the Services pursuant to this Agreement. AVEANNA shall provide on a non-exclusive basis the Services described on Schedule A (attached hereto and incorporated herein by reference) to SCHOOL during the term of this Agreement the Services, in such amounts as SCHOOL shall require in its sole discretion. There is no requirement imposed upon SCHOOL pursuant to this Agreement to purchase any quota of Services hereunder.

b. **Provision of Services.** AVEANNA shall schedule Services as requested by the SCHOOL. AVEANNA shall comply with all relevant policies and procedures of SCHOOL and AVEANNA, including the preparation and submission of student records and other reports, emergency procedures and student complaints.

c. **Personnel.** AVEANNA shall be responsible for providing qualified personnel to deliver the Services. AVEANNA shall not subcontract any of the Services to be performed without the prior written consent of SCHOOL.

d. **Background Checks.** AVEANNA will have conducted criminal background checks on each of its employees who provide Services under this Agreement, and, with respect to its background checks, AVEANNA agrees to adhere to the requirements specified and governed by state and local laws.

e. **Invoice.** AVEANNA shall provide SCHOOL with weekly or monthly invoices as indicated on the signatory page. FINAL INVOICES for the school year MUST be received by the SCHOOL by the date indicated on the signatory page.

f. **Force Majeure.** AVEANNA shall use its best efforts to provide the Services requested by SCHOOL, but AVEANNA shall not be responsible for delays caused by an act of God or any other cause reasonably beyond AVEANNA's control. This includes unforeseen unavailability of AVEANNA nurses. SCHOOL agrees that in such event AVEANNA, without liability, may allocate the Services covered by this Agreement among all of its customers. If, for reasons beyond the control of AVEANNA, an assigned person becomes unavailable and/or an assignment must be interrupted or terminated, AVEANNA will immediately notify SCHOOL and will make every effort to secure a replacement individual with similar qualifications so that services are not interrupted.

### **2. Obligations of SCHOOL.**

a. **General.** SCHOOL shall purchase from AVEANNA, on a non-exclusive basis, during the term of this Agreement the Services in such amounts as SCHOOL elects to purchase. SCHOOL shall pay only for the Services actually provided.

b. **Purchase Price; Payment.** SCHOOL shall pay to AVEANNA the fees for the Services as set forth in Schedule B (attached hereto and incorporated herein by reference). SCHOOL shall not be obligated to pay for any Services delivered by AVEANNA that were not requested by SCHOOL.

officers, directors, employees, agents and stockholders (the "AVEANNA Parties"), from and against any and all claims, liabilities, losses, damages, costs or expenses of any kind (including attorneys' fees and disbursements) ("Indemnified Amounts") incurred by the AVEANNA Parties or any of them as a result of, or arising out of, or relating to SCHOOL's conduct, actions, or inactions, but only to the extent that such Indemnified Amounts are caused by the negligence or willful misconduct of SCHOOL.

(ii) AVEANNA shall defend, indemnify and hold harmless SCHOOL and each of its officers, directors, employees, agents and stockholders (the "SCHOOL Parties"), from and against any and all Indemnified Amounts incurred by the SCHOOL Parties or any of them as a result of, or arising out of, or relating to AVEANNA's conduct, actions, or inactions, but only to the extent such Indemnified Amounts are caused by the negligence or willful misconduct of any of the AVEANNA Parties.

(iii) The party seeking indemnification pursuant to this Section 4.a shall notify the other party in writing of the assertion of any claim, or the commencement of any suit, action or proceeding by any party in respect of which indemnity may be sought under this Agreement within ten (10) days of such assertion or commencement. Failure to notify the other party will result in the waiver of indemnity rights with respect to such claim, suit, action or proceeding. The parties shall cooperate with each other in the defense of any such claim, suit, action or proceeding.

**b. Insurance.** As applicable and permissible by State Law, each party agrees to maintain the following insurance covering its activities performed pursuant to this Agreement;

(i) Comprehensive General Liability, including malpractice liability, product liability and contractual liability, in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

(ii) Worker's Compensation in accordance with applicable statutory requirements.

(iii) Each party agrees to ensure that any licensed professional who performs any activity pursuant to this Agreement on its behalf and is not an employee of such party is covered by professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

(iv) Each party shall make a good faith effort to assure that its insurance policy shall be endorsed to provide for written notification to the other party by the insurer not less than 30 days prior to cancellation, expiration or material change in insurance coverage. Certificates of insurance relevant to this Agreement shall be furnished upon reasonable request. AVEANNA may maintain its insurance coverage through a combination of commercially-placed insurance and self-insurance.

In the event that SCHOOL requires AVEANNA to accompany student during transport to and from school or to and from alternate sites, SCHOOL shall maintain coverage for automobile/relevant vehicle liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury.

**c. Independent Contractor.** AVEANNA shall be an independent contractor and will employ appropriate personnel to deliver the Services. In no event shall any employee of AVEANNA be considered an employee or agent of the SCHOOL. AVEANNA is responsible for meeting all tax obligations related to its employees and for maintaining all required insurance coverage related to its employees, including workers' compensation insurance.

**d. Assignment.** Neither party may assign this Agreement without the prior written consent of the other party which shall not be unreasonably withheld, provided, however, either party may assign this Agreement to any of its wholly-owned affiliates at any time.

**e. Confidentiality.** AVEANNA and SCHOOL shall maintain the confidentiality of all confidential information regarding students in accordance with any applicable state and federal statutes and regulations and shall maintain the confidentiality of any books, records or information shared by the

The authorized representatives of the parties have signed this Agreement.

**Geneva Community Unit School District 304**  
**227 N. 4<sup>th</sup> Street**  
**Geneva, IL 60134**

By: Anne Scalia

Print Name: Anne Scalia

Title: Director of Student Services

Date: \_\_\_\_\_

The DATE FINAL INVOICES for school year must be received  
by SCHOOL: \_\_\_\_\_

Email address for invoice submission: \_\_\_\_\_

**INVOICE/BILLING ADDRESS:**

Contact Name and phone number for questions related  
to invoices

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BILLING FREQUENCY:**

\_\_\_\_ - Weekly

\_\_\_\_ - Monthly

**Pediatric Services of America, LLC d/b/a AVEANNA Healthcare**  
**Attn: Managed Care Department**  
**400 Interstate Parkway, SE, Suite 1600**  
**Atlanta, GA 30339**  
[managedcare@aveanna.com](mailto:managedcare@aveanna.com)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID # 58-1584862

**Pediatric Services of America, LLC d/b/a AVEANNA Healthcare**

**Schedule "B"  
Pricing**

|                     |                         |
|---------------------|-------------------------|
| <b>RN Services</b>  | <b>\$52.00 per hour</b> |
| <b>LPN Services</b> | <b>\$48.00 per hour</b> |

**Billable hours to school:**

**2021-22 School Year**

**Start date is February 22, 2022 (Wednesday-Friday, with possibility to start for Monday & Tuesday with nurse availability)**

**Nursing time: 7:30-3:00 (this includes transportation to/from school)**

**Billable hours include:**

- ☒ **Accompanying Student(s) during transport to/from school**
- ☒ **Hours that Student(s) is in school, including school-related activities like field trips**
- ☒ **Hours Spent Performing Tasks or Attending Sessions Related to Services and Required by the SCHOOL**