

SCHOOL PROVIDER AGREEMENT

This Provider Agreement, dated July 1, 2024, is between Geneva Community Unit School District 304 (IL) ("SCHOOL") and the Aveanna Healthcare Legal Entities and their locations as identified in Schedule "B" ("AVEANNA")

WHEREAS, SCHOOL desires that AVEANNA provide healthcare services to SCHOOL's student(s) on behalf of SCHOOL and that such services are rendered by nurses; physical, occupational, and speech therapists and/or assistants; paraprofessional aides; and social workers, and other services outlined in Schedule A, as appropriate ("Personnel"); and

WHEREAS, AVEANNA has Personnel available to perform healthcare services as outlined in the Agreement; and

WHEREAS, AVEANNA desires to provide healthcare services to the SCHOOL's students in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants contained herein, the parties intended to be legally bound, agree as follows:

1. Obligations of AVEANNA.

a. **General.** AVEANNA shall provide on a non-exclusive basis the services ("Services") described on Schedule A (attached hereto and incorporated herein) to SCHOOL during the term of this Agreement 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. AVEANNA represents and warrants that it and all of its employees and subcontractors providing Services pursuant to this Agreement hold and will continue to hold all federal, state and local licenses required by law in order to render the Services. agreed to herein.

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 handling of student records, emergency procedures and student complaints.

c. **Personnel.** AVEANNA shall be responsible for providing qualified personnel to deliver the Services pursuant to this Agreement. AVEANNA shall not subcontract any of the Services to be performed without the prior written consent of SCHOOL. Personnel shall meet all federal, state or local health screening requirements.

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.

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. **Policies and Procedures.** SCHOOL shall provide copies of all policies and procedures AVEANNA and its employees will need to comply with while performing services under this Agreement

3. Compensation and Billing

a. **Fee Schedule.** SCHOOL shall pay AVEANNA for Services rendered in accordance with Schedule A. SCHOOL shall not be obligated to pay for any Services delivered by AVEANNA that were not requested by SCHOOL.

b. **Invoice.** AVEANNA shall provide SCHOOL with weekly or monthly invoices as indicated below. If required, FINAL INVOICES for the school year MUST be received by the SCHOOL by the date indicated below.

Billing Frequency: Weekly **Monthly**

Final Invoice Due: _____

Purchase order required: YES NO

Time Sheets required for documentation: YES NO

Email address for Claims Submission: tmilligan@geneva304.org

Contact Name: Tammy Milligan

Phone Number for billing questions: 630-463-3061

c. Payment Terms. All payments to be made by SCHOOL to AVEANNA under this Agreement are due thirty (30) days from SCHOOL's receipt of a related invoice. SCHOOL's obligation for payment to AVEANNA is independent of any reimbursement received by SCHOOL from any other source. Payments shall be remitted to the address represented on the invoice.

4. **Term/Termination.**

This Agreement shall be effective July 1, 2024 through June 30, 2025. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

5. **Miscellaneous.**

a. **Indemnification.**

- (i) To the extent allowed by law, SCHOOL shall defend, indemnify and hold harmless AVEANNA and each of its officers, directors, employees, and agents (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 negligent acts or omissions or willful misconduct.
- (ii) AVEANNA shall defend, indemnify and hold harmless SCHOOL and each of its officers, directors, employees, and agents (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 negligent acts or omissions or willful misconduct.

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 in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (ii) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (iii) Worker's Compensation in accordance with applicable statutory requirements.
- (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.

In the event that SCHOOL requires AVEANNA personnel to accompany student during transport to and from school or to and from alternate sites for SCHOOL related events, SCHOOL shall maintain automobile liability coverage 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. Non-Solicitation of AVEANNA Employees.

- (i) During the term of this Agreement and for a period of one (1) year following its termination, neither party will directly solicit for employment any individual employed by the other party with whom the party has come in contact as a result of the services provided pursuant to this Agreement.

- (ii) This restriction does not prohibit a party from entering into discussions or hiring an employee of the other party who approaches said party on his or her own initiative without any solicitation prohibited in this Section 5.c or from placing general advertisements or using search firms that are not directed at the other party's employees and then hiring any employee of the other party resulting from such general, non-targeted efforts. The restriction does not apply to routine, indirect solicitation or recruiting (e.g., advertisement or announcement of a job opening on the internet or in print).
- (iii) The parties acknowledge that the restriction contained in this Section 5.c., in view of the nature of the business in which they are engaged, is reasonable and necessary to protect the legitimate interests of each, and that any violation thereof may result in injuries to the affected party. The parties therefore acknowledge that, in the event this restriction is violated, the affected party will be entitled to apply to a court for injunctive relief. Such right will be cumulative and in addition to any other rights or remedies to which the affected party may be entitled.
- (iv) The parties acknowledge that it would be impractical and extremely difficult to anticipate or determine a party's actual damages in the event of a violation of this provision. Accordingly, upon a breach of this provision, the breaching party shall pay the non-breaching party a fee of Five Thousand Dollars (\$5,000) as liquidated damages, which the parties agree is not a penalty.

d. Independent Contractor. AVEANNA shall be an independent contractor and will employ appropriate personnel to deliver the Services. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. 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.

e. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, however, either party may assign this Agreement to any of its wholly-owned affiliates at any time upon giving notice to the other party.

f. Confidentiality. AVEANNA, by executing this Agreement, agrees to make every reasonable effort to comply with the laws and regulations relevant to SCHOOL's responsibility to protect the privacy and confidentiality of SCHOOL's students and employees and related information and data. AVEANNA will take reasonable measures to maintain the privacy, confidentiality and security of all such information and data. Aveanna agrees to abide by applicable laws, regulations, policies, standards and the like of any government entity having jurisdiction, including but not limited to, all requirements of the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act. For purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates AVEANNA as a school official with legitimate educational interest in the educational records of the students to whom AVEANNA provides Services to the extent that access to the records are required by AVEANNA for provision of the Services. AVEANNA agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. Aveanna may not use the names of any students or any private, confidential, or personally identifiable information pertaining to any of School's students or employees, or any of School's confidential information or data except as necessary for the performance of this Agreement. Except as provided above, Aveanna may not disclose any such information to any person or entity, unless required by law or court order.

g. Amendment. No amendments to the terms and conditions of this Agreement shall be permitted unless in writing and signed by both parties hereto.

h. Entire Agreement. This Agreement contains the entire agreement between the parties, supersedes all discussions and writings by and between the parties which may have occurred prior to entering into this Agreement and shall be binding upon and inure to the benefit of the parties and their successors and assigns.

i. Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the state in which services are provided.

j. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

k. Notices. Any notice, demand or other communication required or permitted hereunder shall be in writing, sent in one or more of the following methods and shall be deemed to have been duly given and received (i) if personally served on the party to whom notice is to be given, then on the date of service, (ii) if sent by nationally recognized overnight delivery service, addressed to the party to whom notice is to be given, then upon notice of delivery by such service, (iii) if sent by United States mail first class, registered or certified mail, postage prepaid, addressed to the party to whom notice is to be given, then five (5) business days after being properly deposited therewith, or (iv) to the email address provided; in each case, at such party's address set forth on the signature page hereto to any other address of which notice of the change is given to the other party hereunder in accordance with this section.

l. Waiver. Waiver by either party of an event of default hereunder or of any breach of the provisions of this Agreement, shall not constitute a waiver of any other event of default or breach or right, nor of the same event of default or breach or right on a future occasion.

IN WITNESS WHEREOF, the authorized representatives of the parties acknowledge their understanding and agreement to the above by executing this Agreement.

**400 Interstate North Parkway SE,
Suite 1600
Atlanta Georgia 30339
Attn: Contracts Department
contracting@aveanna.com**

**C/O- Geneva Community Unit School District
304
227 N. 4th Street
Geneva, Illinois, 60134**

Legal Entities as identified on Schedule B

**Geneva Community Unit School District 304
(IL)**

Signature:

Signature:

Name: James Elkington

Name: Anne Scalia

Title: Chief Revenue Cycle Officer

Title: Director of Student Services

Date:

Date: _____

Schedule "A"
Services/Fee Schedule

Billable hours include:

- Hours that Student(s) is in school, including school-related activities such as field trips

- Hours Spent Performing Tasks or Attending Sessions Related to Services as required by the SCHOOL

Personnel	Hourly Rate
Registered Nurse (RN)	\$70.00
Licensed Practical/Vocation Nurse (LPN/ LVN)	\$65.00

Schedule "B"

Legal Entity Name	DBA	TAX ID	Street Address	City	State	Zip	Cost Center
Pediatric Services of America, LLC	Aveanna Healthcare	58-1584862	18440 Thompson Court, Suite 108	Tinley Park	Illinois	60477-5427	1630