

ATTACHMENT #5 - September 19, 2023

SCHOOL PROVIDER AGREEMENT

This School Provider Agreement (the "Agreement"), effective **July 1, 2023**, is between **Warwick School District** ("SCHOOL") and **AndVenture, LLC dba Aveanna Healthcare** ("AVEANNA") with a location at 1862 Charter Lane, Suite 102, Lancaster, PA17601-5858 and **Aveanna Staffing Services, LLC**. With a location at 400 Interstate N. Parkway S.E, Suite 1700, Atlanta, GA 30339.

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 personnel outlined in Schedule A ("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 by reference) 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.

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.

Weekly **Monthly** **Final Invoice Due:** _____
Purchase order required: YES NO
Time Sheets required for documentation: YES NO
Email address for Claims Submission: _____
Contact Name and Phone Number for billing questions: _____

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, 2023, through June 30, 2024**. 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 provide written notification to the other party 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 for bodily injury.

c. Non-Solicitation of Employees. (1) 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.

(2) 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).

(3) 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.

(4). 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, AVEANNA may assign this Agreement to any of its subsidiaries or affiliates at any time upon giving notice to SCHOOL.

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, or (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; in each case, at such party's address set forth on the signature page hereto or 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.

**Warwick School District
301 West Orange Street
Lititz, PA 17543**

By: _____

Print Name: _____

Title: _____

Date: _____

**AndVenture, LLC dba Aveanna Healthcare and Aveanna Staffing Services, LLC
400 Interstate N. Parkway, SE Suite 1600
Atlanta, GA 30339
Attn: Contracts Dept**

By: _____

Print Name: _____

Title: _____

Date: _____

TIN: 23-2830131 & 87-1570868

AVEANNA HEALTHCARE

Schedule "A" Services/Fee Schedule

Billable hours include:

- Hours that Student 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

Services	Standard Hourly Rates
BCBA-D	\$165.00
Master's Level BCBA	\$135.00
Behavior Specialist Consultant	\$95.00
Speech Language Pathologist	\$95.00
Occupational Therapist	\$95.00
Physical Therapist	\$95.00
School Psychologist	\$185.00
Master's Level Social Worker	\$70.00
Licensed Clinical Social Worker	\$75.00
Special Education Teacher	\$70.00
Long Term Substitute Teacher	\$65.00
ABA Therapist	\$40.00
Behavior Technician (BHT)	\$38.00
Para-Professional (DSP/ PCA)	\$35.00
RN / LPN	\$60.00
Substitute Nurse RN /LPN	\$75.00
Classroom Nurse RN /LPN	\$90.00
Certified Nursing Assistant/ Home Health Aide	\$35.00