

ProNation Healthcare Staffing Inc. “Contractor/Client Services Agreement”

This agreement, made this June, 24h 2026, by and between ProNation Healthcare Staffing Inc. at PO Box 2072, Eagle ID 83616, to be know as “Contractor”, and McCall-Donnelly School District at 120 Idaho St, McCall Idaho 83638 to be known as “Client” Witnesseth That: the parties hereto intend to be legally bound and agree as follows:

1. Services.

a. Duties. Contractor shall provide to Client the service of Physical and Occupational Therapy, for the provision of therapy services to facilities owned by the Client. Client shall be liable to Contractor only for the hours submitted by invoice in accordance with schedule “A”. Contractor shall abide by the standards and policies of Client, which standards and policies Client shall provide a copy to Contractor. Client agrees to provide Contractor with reasonably maintained equipment and supplies, suitable practice environment complying with accepted ethical and procedural standards. Client also agrees to comply with federal, state and local standards and laws pertaining to patient care and related activities.

b. Schedule. Contractor shall provide School-Based Physical, Speech, and Occupational Therapy services as identified on each student IEP service page, during the Client’s regular school hours and school year schedule. A licensed Physical, Speech, and Occupational Therapist will conduct PT/OT/ST evaluations and develop/review the plan of care (IEP goals) on a monthly basis. Regular therapy sessions will be implemented by a licensed Physical (PTA) and Occupational Therapist Assistant (COTA) with accessibility to the supervising Physical and Occupational Therapist if requested by the Client.

c. Location. Services will be provided at ALL MDSD School Sites: McCall Donnelly High School, Payette Lakes Middle School, Barbara Morgan Elementary School, Donnelly Elementary School. These locations will be the only worksite location unless mutually agreed by both parties.

2. Personnel.

a. Employment. The Contractor shall not be an employee of the Client. Contractor shall be solely responsible, at its expense, for all compensation, social security, unemployment benefits, worker’s compensation insurance coverage or other benefits provided. Similarly Client employees shall not be employees of Contractor. Contractor shall provide copies of Physical Therapist license, TB, Hepatitis B immunization, records of background checks and drug screenings of any employees or sub-contractors of ProNation Healthcare Staffing Inc. to the client if requested.

b. Confidential information. Contractor acknowledges that Client has developed proprietary systems for its use in the delivery of services, which may be improved, changed,

modified and further developed by Client from time to time. Contractor will not disclose or otherwise disseminate, either directly or indirectly, to any person or entity or use for its benefit or for the benefit of others, any aspect of the Clients proprietary system or other confidential information received in connection with this Agreement, without prior written consent of Client except as may otherwise be publicly available. Client acknowledges that Contractor has developed proprietary systems for its use in the delivery of services, which may be improved, changed, modified and further developed by Contractor from time to time. Client will not disclose or otherwise disseminate, either directly or indirectly, to any person or entity or use for its benefit or for the benefit of others, any aspect of the Contractors proprietary system or other confidential information received in connection with this Agreement, without prior written consent of Contractor except as may otherwise be publicly available. The parties to this agreement agree not to disclose any provision of this Agreement to any third party unless required by law.

c. Remedies. Client acknowledges that the restrictions provided for in paragraph 2(b) are reasonable and necessary to protect the legitimate interests of Contractor and that any breach thereof would result in irreparable harm to Contractor. In the event that Client breaches such restrictions, Contractor shall be entitled to an injunction, specific performance and equitable relief or damages at law as may be necessary to prevent such breach and to any other form of legal and equitable remedies, including an accounting of benefits arising from such breach to which Contractor may be entitled. Likewise Client shall be entitled to the same protection and remedies for breach of these same provisions by Contractor. The provisions of paragraphs 2(b) and 2(c) will survive termination of the Agreement.

d. HIPAA Compliance. The parties agree to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. §1320d through d-8 (HIPAA), and the requirements of any regulations promulgated including without limitation the federal privacy regulations as contained in 45 CFR part 142 and the federal security standards as contained in 45 CFR Part 142. The parties agree not to use or further disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. §1320d, concerning a patient other than as permitted by this contract and the requirements of HIPAA or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations. The parties will implement appropriate safeguards to prevent the use or disclosure of a patient's protected health information other than as provided for by this contract.

3. Equal Opportunity. In accordance with Title VI of the Civil Rights Act of 1964 (PL 88-352), The Americans With Disabilities Act, any and all regulations of the U.S. Department of Health and Human Services and any applicable state or local law or regulations, the parties hereto shall not discriminate against any individual on the basis of race, color, age, sex, religion, disability or national origin or exclude from participation or deny benefits to any individual in the provision of any services, programs, or activities.

4. Financial Arrangements.

a. Fee schedule. Client agrees to pay Contractor an hourly fee as based on the fee schedule attached as Schedule A to this agreement.

b. Third party billing. Client shall be solely responsible for billing patients and patient's insurances receiving services by the Contractor under this agreement. Funds received from such entities shall become the property of Client.

c. Invoices. Contractor will bill Client on a monthly cycle, no later than the 10th of each month. All invoices are due within (30) days of the invoice date. A fee of 10% of outstanding invoice or one hundred and fifty dollar (\$150.00), whichever is greater, will be assessed for any and all payments received later than thirty (30) days from original invoice date. The invoice will bear interest at a rate of 4% weekly, after (45) days from the original date the invoice was submitted until payment is received in full. Client will mail payment to the address indicated on the invoice. Any discrepancy, or dispute of an invoice must be presented, in writing, to Contractor within fifteen (15) days of invoice date.

Billing for services shall be delivered by the Provider to the MDSD School District Administrative Office no later than the 10th of each month. Provider shall provide all necessary data related to service delivery to allow for the successful submission of timely billings to Medicaid. Provider shall not directly bill Medicaid or any other third-party payers for services provided pursuant to this Agreement. Provider will submit a monthly statement of services rendered and will receive payment after all Service Detail Record documentation has been received and verified for Medicaid reimbursement through the Idaho Department of Health and Welfare. Each itemized invoice statement must include the following information for each student receiving services: a.) student's name; b.) description of services provided; c.) total number of hours per week spent in providing professional services; and d.) cost of services provided.

d. Insurance. Contractor shall require worker's compensation insurance for its sub-contractors. In addition, Contractor shall carry general and professional liability coverage for acts committed by Contractor at facilities with professional liability coverage limits of 1 million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the aggregate per year. Contractor shall provide to Client a certificate of insurance indicating that such coverage is in effect. Contractor will also carry general liability insurance, coverage of no less than 2 Million Dollars (\$2,000,000.00) per claim and 4 Million Dollars (\$4,000,000.00) annual aggregate. Contractor shall provide Client with notification at least ten (10) days prior to any modification, cancellation, reduction or non-renewal of such coverage.

6. Indemnification.

a. Contractor. Contractor will indemnify, defend and hold harmless Client from and against all claims, demands, costs, expenses, liabilities and losses which may arise as the result of any alleged negligence, malfeasance or medical malpractice by Contractor, its employee, agents, or contractors. Client shall provide Contractor prompt written notice of any and all potential or pending claims or suits arising in connection with the provision of services hereunder.

b. Client. Client will indemnify, defend and hold harmless Contractor from and against all claims, demands, costs, expenses, liabilities and losses which may arise as the result of any alleged negligence, malfeasance by Client, its employees, agents, or contractors. Contractor shall provide to Client prompt written notice of any and all potential or pending claims so suits arising in connection with the provision of services hereunder.

7. **Independent Contractors.** This agreement shall be between two (2) independent parties and shall not be construed to create any relationship other than that of independent contractors. Each party shall act and perform as an independent contractor with respect to the other party.

8. **Term and Termination.**

a. **Term.** This agreement will commence on the Effective Date and is effective until the end of the 26-27 school year. Contractor may terminate this agreement immediately upon the client terminating its contract with contractor. This agreement replaces any and all previous agreements between the client and contractor.

b. **Termination.** In the event of a breach of this agreement by either Client or Contractor, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have ten (10) days within which to correct the default. If such default has not been corrected within that time, or, if such default cannot through diligent effort be corrected within the ten (10) day period, or if the defaulting party shall proceed diligently to correct such default and cannot correct such default within a reasonable time, the non-breaching party, may, at its sole option, immediately terminate this agreement by giving the breaching party written notice of termination; provided, however, in the event of a breach of this agreement by Client, due to the nonpayment of invoices, Contractor shall give Client written notice specifying the default, and the Client shall have ten (10) days within which to correct the default. If the default is not corrected within that time, Contractor shall have the right to notify Client in writing of the immediate termination of this agreement. Failure of either party to exercise such right to terminate shall not operate as a waiver thereof or preclude any other or further exercise of such right.

c. **Cancellation:** 30 days written notice is required by Client or Contractor to cancel this contract.

d. **Permanent Placement:** In event Client would like to hire a employee of Contractor from Temp to hire: The temp to hire term placement is billed as a flat fee of \$29,500 at anytime the professional is an employee or subcontractor of ProNation Healthcare Staffing Inc.

e. **Liability for Contractor Inability to Complete Service Agreement:** Contractor agrees to make a good faith effort to complete service agreement, however, sickness, family emergency or other acts of God may occur causing delay or inability to perform agreement.

9. **Defined.** This agreement shall be defined as the “**Contractor/Client Services Agreement**” and shall be applied to contracting situations. The terms of this agreement may not be changed, modified or amended unless by writing signed by both parties hereto.

10. **Notices.** Notices required to be provided under this agreement shall be in writing and shall be deemed to have been duly given if mailed first class certified mail or express mail addressed as follows:

Client address:

McCall-Donnelly School District
120 Idhao St
McCall, ID 83638

Contractor address:

ProNation Healthcare Staffing Inc.
PO Box 2072
Eagle, Idaho 83616

11. Waiver. The failure of Contractor or Client to exercise any right or remedy available under this agreement upon the other party's breach of terms, covenants and conditions of this agreement or the failure to demand the prompt performance of any obligation under this agreement shall not be deemed a waiver of such right or remedy, of the requirement of punctual performance or of any subsequent breach or default on the part of the other party.

12. Severability. The provisions of this agreement are severable and to the extent that if any provision may be unenforceable or may impair the enforcement of any other provision, such provision shall be modified or deleted.

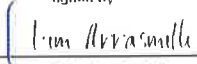
13. Assignment. This agreement may not be assigned by either party without the prior written consent of the other party. In the event of any assignment of this agreement, all rights, obligations and duties of the assignor under this agreement (including the obligation to pay invoices) shall remain in full force and effect and shall become the responsibility of the assignee.

14. Legal Fees. In the occurrence this Agreement is enforced by law or through an attorney, the non-prevailing party agrees to pay to the prevailing party all cost of enforcement including reasonable attorneys fees. Such attorney fees and cost shall include but not be limited to fees and cost incurred in all matters of enforcement, construction, and interpretation before, during and after suit, trial, arbitration proceedings, and appeals as well as appearances in and connected with any bankruptcy proceeding or creditors, reorganization or arrangement proceedings. Attorney fees shall also included time expended by paralegals or other staff members working under the supervision of an attorney.

15. Controlling Law. This agreement shall be construed according to the laws of the State of Idaho and any actions relating directly or indirectly to this agreement shall be brought solely in the jurisdiction of Ada County, Idaho.

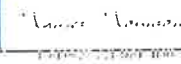
IN WITNESS WHEREOF, the parties have executed this agreement.

Client:

By: 
Name: Kim Arrasmith
Title: Director of Special Programs
Date: 7/2/2026

Contractor

ProNation Healthcare Staffing Inc.
James Johnson, CEO/owner

By: 
Name: Jim Johnson
Title: CEO
Date: 6/29/2026

ProNation Healthcare Staffing Inc. Schedule A

Client shall pay Contractor an hourly fee based upon the following schedule:

Physical Therapist	\$79.50/hr
Occupational Therapist	\$80.00/hr
Speech Therapist	\$88.75/hr
Physical Therapy assistant	\$71.00/hr
Occupational Therapy assistant	\$72.50/hr

- Overtime rates of 1.5x hourly rate will apply in the event of hours exceeding 40hrs/wk Sunday-Saturday
- Weekend rates apply additional \$7.00/hr for each discipline
- For assignments involving overnight stay, a \$175.00/night travel stipend will be added per night for lodging/meals.

If assignment involves providing services at more than one clinic/location per day, locations outside of Ada County, or in the event of home health, services mileage will be billed at the current federal mileage rate and travel time to clinics/locations will be billed at the regular hourly rate. If therapist lives outside of Ada County, prior approval for drive time and mileage will be needed from clinic/branch manager.