

**SYLVAN UNION SCHOOL DISTRICT**

605 SYLVAN AVENUE + MODESTO, CA 95350  
(209) 574-5000 + FAX: (209) 524-2672

**Service Agreement**

A purchase order must accompany agreement.

This agreement, by and between the Sylvan Union School District, hereinafter referred to as District, and the following entity, hereinafter referred to as Contractor, is for the services as specified and is subject to the conditions below.

**Contractor Name:** Interim HealthCare  
**Contractor Address:** 1521 N. Carpenter Rd, Suite D1  
Modesto, CA 95351  
**Contractor Representative:** Tiffany Pacheco  
**Contractor Phone:** (209) 577-4625 x 206  
**Email:** tpacheco@interimhealthcare.com  
**Description of Service to be Provided by Contractor:** Providing LVN services:  
A Sylvan Union School District student requires medical assistance as identified in their IEP in order to access their education. The student is served off site and has severe, multiple medical conditions which require LVN services throughout the school day including during the time they are transported to school and home.

**Service dates:** From: September 13, 2017 To: June 30, 2018

**Termination:** Unless other arrangements are stated under other provisions, this agreement may be terminated by the District at its sole discretion, upon thirty-day advance written notice thereof the Contractor, or cancelled immediately by mutual written consent.

**Independent Contractor Status:** The District and the Contractor are two independent entities and the contract is not intended to and shall not be construed to create the relationship of agent, employee, partner, or joint venture.

**School District's Obligation:** In consideration of Contractor's provision of service(s) as described in the Description of Services and subject to the payment limit expressed herein, the District shall pay Contractor, upon documented evidence of completion of service(s), per billing cycle with receipt of invoice and required documents(if stated under Other Provisions.)

**Contractor's Obligation:** The Contractor shall provide service(s) as described in the Description of Services hereto and incorporated herein by reference.

**Indemnification:** The Contractor shall defend, save harmless and indemnify the District and its officers and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, or including without limitation, all consequential damage, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees.

**Tax Reporting/Payment Responsibilities:** The District shall provide an annual statement of compensation paid on the appropriate federal and state tax forms. The Contractor is responsible for payment of any federal and or state tax amounts due.

**Anticipate Costs:** 2017/2018 - 6 hrs/day x \$40/hr = \$240/day x 158 days = \$37,920.00 (excluding non school days)  
ESY 2018 - 6 hrs/day x \$40/hr = \$240.00 x 20 days = \$4,800.00 (excluding non school days)  
TOTAL CONTRACT NOT TO EXCEED \$53,000.00

**Other Provisions:** A W-9 form is attached and required for payment.

**Signatures:**

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Sylvan School District Administrator

Date

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Contractor

Date