PROFESSIONAL SERVICE AGREEMENT
BETWEEN
WASHINGTON COUNTY BOARD OF EDUCATION
AND
Premier Healthcare Alliance, L.P. and subsidiary Provider Select, LLC

THIS AGREEMENT is made this 3rd day of June, 2014, by and between the Washington County Board of Education ("the Board"), and Premier Healthcare L.P. and Provider Select LLC (collectively the "Consultant").

WHEREAS, the Washington County Board of Education needs the technical assistance of Consultant with regard to providing Food products and supplies with distribution and;

WHEREAS, Consultant possesses the necessary experience, skills, and talent to assist the Board in providing such services to its students.

NOW, THEREFORE, the parties agree as follow:

1. Term. This Agreement shall be for a term beginning June 1, 2014 and, unless sooner terminated as provided in this Agreement, expiring on May 31, 2017. By mutual agreement of the parties and finalization of renewal pricing, the contract may be renewed from June 1, 2017, through May 31, 2018, and subsequently for up to one (1) additional one-year period for a maximum term of five (5) years.

2. Services. During the term of this Agreement Consultant shall provide the services which are set forth in the following documents outlined in Attachment I which are a part of this Agreement and the Consultant’s
response thereto, which is incorporated by reference thereto and which is also part of this Agreement.

A. Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies, RFP #2014-39

B. Consultant’s Technical Response to the Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies

C. Consultant’s Pricing Response to the Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies


F. Memorandum of Negotiation

The Washington County Public Schools’ Supervisor of Purchasing is to issue a final ruling on any perceived contradictions concerning the various components of this Agreement listed below. In the event of a conflict in the interpretation of the various components of this Agreement, the Order of Preference is as follows:

A. Memorandum of Negotiation

B. This Agreement.

D. Contractor's Technical Response to the Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies.

E. Contractor's Pricing Response to the Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies.


It is understood that delivery of most services will be provided by Consultant's preferred primary vendor, USFoods, Inc. ("Vendor"), which is designated as Consultant's subcontractor for the purpose of this Agreement. In addition, WCPS and Participating Agencies will have access to Premier's full foodservice contract offering which includes additional non-broadline suppliers subject to the local procurement regulations and procedures of each member. A listing of these suppliers and a description of the services offered is available in Attachment II.

3. Payment. The Board agrees to pay Vendor and Vendor agrees to accept, as full compensation for Consultant's and Vendor's services under this Agreement, a fee per case of delivered product as set in the price proposal Attachment III (option one only). Vendor shall submit an invoice on at the time of delivery detailing the products delivered
and the actual costs incurred. Payment shall be made in accordance with the Technical Proposal, Attachment II

4. **Accounts and Records.** Consultant shall provide the following reports:
   - Velocity Reports of product delivered for the entire system
   - Velocity Reports of product delivered by delivery site
   - Detailed Reports to support Manufacturer Rebates

These reports shall be in the format requested by the Director. All such reports become the property of the Washington County Board of Education. Consultant shall retain copies of reports for one year and make the same available to the Board upon request.

5. **Independent Contractor.** The Board and Consultant recognize and agree that Consultant is an independent contractor, and that neither Consultant nor any of Consultant's employees or agents are employees of the Board.

6. **Subcontract or Assignment.** Consultant shall not subcontract or assign any part of this Agreement without the prior written consent of the Board; provided, however, the Board acknowledges and agrees that the delivery of food products that shall be assigned to USFoods, Inc. the Consultant's preferred prime vendor and additional non-broadline contracts shall be assigned to those listed in Attachment II.

7. **Indemnification.** The Consultant shall indemnify, defend, and hold harmless the Board and its elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation
expenses and court costs, connected therewith, brought against the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant Terms governing the provision of indemnification by US Foods, Inc. shall be set forth in the Memorandum of Negotiation.

8. **Insurance.** The Consultant and its subcontractors, USFoods, Inc., shall procure and keep in force the following required insurance coverages listed below. Furthermore, WCPS will require the consultant to ensure the same coverage for all of the additional vendors listed in Attachment II:

   A. **Commercial General Liability Insurance** at limits of not less than One Million Dollars ($1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of Three Million Dollars ($3,000,000) aggregate. Such insurance shall include contractual liability insurance.

   B. **Business Automobile Liability** at limits of not less than One Million Dollars ($1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement.
C. Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "other state's" state law.

D. The Board and its elected/appointed officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insureds with respect to liability arising out of activities performed or to be performed by or on behalf of the Consultant or USFoods, Inc., as applicable.

9. **Responsibility for payment of taxes.** Consultant shall be responsible for all federal, state, and local taxes, as well as Social Security liability self-employment taxes that may result from the performance of and compensation for these services by its employees. Board assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of Consultant, its employees and/or others by reason of this Agreement. Consultant shall defend, indemnify and save harmless the Board, its officials, officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from:

A. Consultant's failure to pay any such compensation, wages, benefits, or taxes; and/or

B. The supplying to Consultant of work, services, materials, or supplies in connection with or in support of the performance of this Agreement
The Board will furnish the consultant with a Form 1099 no later than January 31 of each year for payments made by the Board to the Consultant during the preceding calendar year.

10. **Responsibility for payment of Workers Compensation.** Consultant shall be responsible for payment of all Workers Compensation premiums that may result from performance of and compensation of its employees for these services.

11. **Criminal Background Check.** It is the responsibility of Consultant to make certain, through a criminal background check, that its employees and contractors who may have contact with students are in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code and have not been convicted of nor have pending charges for the commission of or attempt to commit Murder, Child Abuse, Rape, Child Pornography, Child Abduction, Kidnapping of a Child or Sexual Offense as defined by Article 27, Subsection 464, 464A and 464C of the Annotated Code of Maryland. All costs for conducting a criminal background check shall be borne by Consultant. The Consultant and its employees and contractors who may have contact with students, shall, to its knowledge, be free of tuberculosis. Furthermore, it shall be the responsibility of the consultant to notify all subcontractors and vendors of the requirements listed herein.

12. **Student’s Education/Medical/Psychological Records/Consents.** Consultant and its employees, agents, volunteers and contractors shall maintain the confidentiality of all Board of Education records in compliance with federal and state laws.
13. **Compliance with Laws.** Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Agreement. Notwithstanding the provisions of Section 13, Consultant's material violation of any of these laws, statutes, ordinances, rules, or regulations in the performance of the services constitutes a breach of this Agreement and entitles the Board to terminate this Agreement immediately upon delivery of written notice of termination to Consultant.

14. **Termination for Convenience.** This contract may be terminated by either party at any time, without any liability, upon thirty (30) days prior written notice to the other party, provided that Consultant shall be compensated for services rendered prior to the date of termination.

15. **Performance Evaluation.** The Board or its authorized agent or representative may conduct an evaluation of the Consultant's performance under this contract. Consultant shall fully cooperate with the Board or its authorized agent or representative and shall provide such information and documents as may be requested to conduct the performance evaluation.

16. **Governing Law.** This Agreement shall be construed by and governed under the laws of the State of Maryland.

17. **Entire Agreement.** This Agreement supersedes all prior oral and written proposals and communications between Consultant and the Board related to Consultant's services to be performed and validly executed. Amendments are herein incorporated by reference to this Master Agreement. This Agreement may not be modified orally, and no modification or any
claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom enforcement of such modification or waiver is sought.

18. **Waiver.** No waiver of any breach of any provision of the Agreement shall operate as a waiver of such provision of this Agreement or as a waiver of subsequent or other breaches of the same or any other provision of this Agreement, nor shall any action or non-action by either party be construed as a waiver of any provisions of this Agreement or of any breach thereof unless the same has been expressly declared or recognized as a waiver by such party in writing.

19. **Contract Monitor.** Communications for the purposes of billing, payment and submission of documentation required by this Agreement shall be between the Contract Monitors who are as follows:

**For the Board:**

Jeffrey M. Proulx  
Name  

Supervisor, Food & Nutrition  
Title  

10435 Downsville Pike  
Address  

Hagerstown, MD 21740  
City, State, Zip Code  

(301) 766-2890  
Phone Number  

(301) 766-8738  
Fax Number  

**For Consultant:**

Stacy Lofton  
Name  

13034 Ballantyne Corporate Pk.  
Address  

Charlotte, NC, 28277  
City, State, Zip Code  

720-445-1712  
Phone Number  

704-816-4926  
Fax Number  

330-387407  
Tax Identification Number/SS#
IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the day first written above.

For Premier, Inc. of Charlotte, NC, Premier Healthcare Alliance, L.P.

and subsidiary Provider Select, LLC

Signature

Mr. Jon Garrett, Vice President

For the Board of Education

Signature

Superintendent

Title

Approved for Legal Form and Sufficiency

Signature

Chief Legal Counsel

Approved By The Superintendent*

Signature

Clayton M. Wilcox, Ed.D.

Date

*This contract is not valid and binding upon the Board of Education until approved by the Superintendent of Schools.
ATTACHMENT I

SCOPE OF SERVICES

The consultant shall provide the following services to the Board of Education:

A. Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies, RFP #2014-39

B. Contractor’s Technical Response to the Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies

C. Contractor’s Pricing Response to the Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies

D. Contractor’s Response to Proposal Clarification Questions dated April 23, 2014

E. Contractor’s Response to Proposal Clarifications dated April 28, 2014

F. Memorandum of Negotiation
<table>
<thead>
<tr>
<th>Supplier</th>
<th>Contract Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edward Don</td>
<td>Foodservice Equipment and Supplies</td>
</tr>
<tr>
<td>Wasserstrom</td>
<td>Foodservice Equipment and Supplies</td>
</tr>
<tr>
<td>Supply America</td>
<td>Foodservice Equipment and Supplies</td>
</tr>
<tr>
<td>GCS Service, Inc.</td>
<td>Foodservice Equipment Repair</td>
</tr>
<tr>
<td>Good Source Solutions</td>
<td>Specialty Foods Distribution</td>
</tr>
<tr>
<td>United Natural Foods (UNFI)</td>
<td>Natural and Organic Specialty Foods Distribution</td>
</tr>
<tr>
<td>Gilly Vending</td>
<td>Vending Machines and Services</td>
</tr>
<tr>
<td>The CBord Group, Inc.</td>
<td>Foodservice Software and Transaction Processing</td>
</tr>
<tr>
<td>Computrition Inc.</td>
<td>Foodservice Software and Transaction Processing</td>
</tr>
<tr>
<td>Vision Software Technologies</td>
<td>Foodservice Software and Transaction Processing</td>
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<tr>
<td>Common CENTS Solutions</td>
<td>Foodservice Software and Transaction Processing</td>
</tr>
<tr>
<td>Horizon Software International</td>
<td>Foodservice Software and Transaction Processing</td>
</tr>
<tr>
<td>Royal Cup, Inc.</td>
<td>Coffee, Tea and Cocoa – Equipment and Service</td>
</tr>
<tr>
<td>S&amp;D Coffee, Inc.</td>
<td>Coffee, Tea and Cocoa – Equipment and Service</td>
</tr>
<tr>
<td>Javo Beverage</td>
<td>Coffee, Tea and Cocoa – Equipment and Service</td>
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</tbody>
</table>
Memorandum

To: Accounts Payable
From: Dr. Clayton M. Wilcox, Superintendent of Schools
Date: July 7, 2014
REFERENCE: Signing Authority

I will be out of the office beginning Monday, July 14, 2014, through Thursday, July 17, 2014.

During my absence, Dr. Boyd Michael will retain my signing authority in accordance with Board Policy DGF and will be Acting Superintendent.