



**Kevin Stahl, Purchasing Manager**  
**240 Villa Crest Drive**  
**State College, PA 16801**

To: Robert O'Donnell, Superintendent

From: Linda E. Pierce, Director of Human Resources  
Jeanne Knouse, Director of Student Services

Re: Nurses for Field Trips

Date: June 7, 2017

The Pennsylvania Department of Health Guidelines for Pennsylvania Schools for the Administration of Medications and Emergency Care advise that schools "must be cognizant of the fact that regardless of setting or time of the year, all federal and state laws and regulations, and clinical standards that govern the practice of safe medication administration continue to apply." In addition, Section 504 of the Rehabilitation Act of 1973 has been interpreted to require that students with disabilities have access to non-academic services such as field trips and cannot be denied access to school programs and activities on the basis of that disability. Finally, the Guidelines recommend either assigning school health staff to accompany the field trip or for the school to contract with a credible agency which provides temporary nursing services.

As was reported to the Board last year, the district has been impacted by the shortage of nurses in the labor market and in recent years, has had difficulty identifying a qualified individual to accompany students on a field trip. Therefore, the Board approved contracting with PSA Healthcare to obtain temporary nursing services for field trips in April, 2016 for the entirety of the 2016/17 fiscal year.

Enclosed is a PSA Healthcare Staffing Agreement that, given Board approval, will continue the partnership for the entirety of the 2017/18 fiscal year. The agreement has been reviewed by administration, the district's solicitor and

the district's insurance consultant with all finding the terms acceptable with respect to content and potential liability. The agreement is materially unchanged from the agreement signed last year. Therefore, administration is recommending that the enclosed agreement be signed and the partnership with PSA Healthcare continued for the 2017/18 fiscal year.

## PEDIATRIC SERVICES OF AMERICA STAFFING AGREEMENT

This Provider Agreement, dated July 1, 2017 is between State College Area School District, ("SCHOOL") and **Pediatric Services of America, Inc., d/b/a PSA Healthcare** a Georgia corporation ("PSA").

### Background

SCHOOL has entered into an agreement with PSA to provide a variety of alternate site healthcare services to students of the SCHOOL. Included in the services to be provided or arranged by PSA are the following: **Nursing Services**. PSA is duly licensed to provide the services described on Schedule A attached hereto (the "Services"). SCHOOL requires a source of supply for the Services. SCHOOL and PSA desire that SCHOOL purchase the Services it requires from PSA.

Accordingly, the parties agree as follows:

#### **1. Obligations of PSA.**

**a. General.** PSA represents and warrants that it and all of its employees, agents and representatives hold and will continue to hold all federal, state and local licenses required by law in order to render the Services pursuant to this Agreement. PSA shall provide the Services described on Schedule A, on a non-exclusive basis, to SCHOOL during the term of this Agreement the Services, as more completely described on Schedule A 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.

**b. Provision of Services.** PSA shall comply with all of the standards set forth on Schedule A and all relevant policies and procedures of SCHOOL and PSA, including the preparation and submission of patient records and other reports, emergency procedures and patient complaints.

**c. Personnel.** PSA shall be responsible for providing licensed personnel to deliver the Services. PSA shall not subcontract any of the Services to be performed without the prior written consent of SCHOOL.

(i) Clearances: All employees of PSA assigned to the SCHOOL shall have proper background checks completed prior to deployment. These background checks shall consist of, but not be limited to the Pennsylvania State Police Background Check (Act 34), the Pennsylvania Child Abuse History Clearance (Act 151) and the Federal Criminal History Record Information (CHRI) background check. In addition, PSA will comply with the hiring, mandated reporter, and all other provisions of the Pennsylvania Child Protective Services Laws.

**d. Delivery.** The Services and any products provided by PSA under this Agreement shall be provided at the site of the SCHOOL.

**e. Invoice.** PSA shall provide SCHOOL with an invoice either monthly or weekly as indicated on the signature page.

**f. Force Majeure.** PSA shall use its best efforts to provide the Services requested

by SCHOOL, but PSA shall not be responsible for delays caused by an act of God or any other cause reasonably beyond PSA's control. SCHOOL agrees that in such event PSA, without liability, may allocate the Services covered by this Agreement among all of its customers.

## **2. Obligations of SCHOOL.**

**a. General.** SCHOOL shall purchase from PSA, on a non-exclusive basis, during the term of this Agreement the Services in such amounts as SCHOOL elects to purchase. For each occurrence SCHOOL requests the Services, SCHOOL shall notify PSA of the requested services as soon as practicable prior to the commencement of the Services.

**b. Purchase Price; Payment.** SCHOOL shall pay to PSA the fees for the Services as set forth in Schedule B. SCHOOL shall not be obligated to pay for any Services delivered by PSA that were not requested by SCHOOL.

**c. Payment Terms.** All payments to be made by SCHOOL to PSA under this Agreement are due 30 days from SCHOOL's receipt of a related invoice. PSA agrees to submit claims for services rendered to SCHOOL weekly or monthly as indicated on the signature page. SCHOOL's obligation for payment to PSA is independent of any reimbursement received by SCHOOL from any other source.

**d. Non-Solicitation of PSA Nurses.** PSA spends significant resources recruiting nurses with NICU/PICU experience and provides extensive pediatric training and education to its nurse employees. The SCHOOL, on behalf of itself and its employees, agrees that neither SCHOOL nor its nurse employees shall directly or indirectly solicit PSA nurse employees with whom SCHOOL or SCHOOL's nurse employees have contact with as a result of this Agreement. The SCHOOL agrees that employment or contracting of a PSA nurse will only be made on condition that the SCHOOL shall notify PSA in writing. The nurse employee to be hired will remain on the PSA's payroll for a total of 300 hours at contract rate from the date of such notice, allowing PSA to re-coup its investment; or in lieu of, the SCHOOL will pay PSA a flat fee to be negotiated at time of notice. After such time, SCHOOL shall be free to hire such nurse employee without further obligation to PSA. The provisions of this paragraph may be waived by the mutual written agreement of PSA and Provider.

**e. Quality Assurance.** SCHOOL and PSA shall cooperate as reasonably requested in all of each other's quality assurance utilization review and outcomes monitoring programs. Specifically, PSA agrees to participate in any meetings or quality assurance programs deemed reasonably appropriate by SCHOOL to ensure the consistency and high standard of Service being provided. PSA shall:

- (i) train all personnel in accordance with the Bloodborne Pathogen Standard;
- (ii) provide SCHOOL, upon request, with evidence of hepatitis B vaccination or a copy of a hepatitis B declination from for all personnel;
- (iii) maintain all medical records in accordance with law and regulation;
- (iv) be responsible for providing any and all post-exposure care, at no charge, to any personnel in the event of exposure to a bloodborne pathogen and all post-exposure care shall be in accordance with the Bloodborne Pathogen Standard.

(v) provide SCHOOL, upon request, with evidence of appropriate professional licensure and CPR of employees;

(vi) provide initial and ongoing training, education and orientation of employees.

### **3. Term/Termination/Events of Default/Remedies Upon Default.**

**a.** This Agreement shall be effective from July 1, 2017 – June 30, 2018. Either party may terminate this Agreement upon the happening of an Event of Default (as defined below) or pursuant to Section 3(b) below. In addition, either party, at its option may terminate this Agreement at any time upon ninety (90) days written notice to the other party.

**b.** The occurrence of any of the following shall constitute an "Event of Default" hereunder;

(i) Any warranty, representation or covenant contained herein is untrue as of the date hereof or is breached during the term hereof, and any such breach which is capable of remediation is not remedied within fifteen (15) days after the written notice thereof from the non-breaching party; or

(ii) Either party shall cease doing business as a going concern, or make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts as they become due, or file a voluntary petition in bankruptcy, or be adjudicated a bankrupt or insolvent, or file a petition seeking for itself any reorganization, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or file an answer admitting the material allegations of a petition filed against it in any such proceeding or fail to have such petition filed against it dismissed within sixty (60) days after filing or consent to or acquiesce in the appointment of a trustee, receiver or liquidator of it or all or any substantial part of its assets or properties.

**c.** Upon the happening of an Event of Default, the aggrieved party shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity, including the right of termination of this Agreement.

### **4. Miscellaneous.**

#### **a. Indemnification.**

(i) SCHOOL shall defend, indemnify and hold harmless PSA and each of its officers, directors, employees, agents and stockholders (the "PSA 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 PSA Parties or any of them as a result of, or arising out of, or relating to SCHOOL's performance under this Agreement, but only to the extent that such Indemnified Amounts are caused by the negligence or willful misconduct of SCHOOL.

(ii) PSA shall defend, indemnify and hold harmless SCHOOL and each of its officers, directors, employees, agents and stockholders (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 PSA's performance under this Agreement but only to the

extent such Indemnified Amounts are caused by the negligence or willful misconduct of any of the PSA Parties.

(iii) The party seeking indemnification pursuant to this Section 4.a shall notify the other party in writing of the assertion of any claim, or the commencement of any suit, action or proceeding by any party in respect of which indemnity may be sought under this Agreement within ten (10) days of such assertion or commencement. Failure to notify the other party will result in the waiver of indemnity rights with respect to such claim, suit, action or proceeding. The parties shall cooperate with each other in the defense of any such claim, suit, action or proceeding.

**b. Insurance.** Each party agrees to maintain the following insurance covering its activities performed pursuant to this Agreement;

(i) Comprehensive General Liability, including malpractice liability, product liability and contractual liability, in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. PSA and SCHOOL shall each be covered as an additional insured on all such coverage of the other party.

(ii) Worker's Compensation in accordance with applicable statutory requirements.

(iii) Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000).

(iv) Each party agrees to ensure that any licensed professional who performs any activity pursuant to this Agreement on its behalf and is not an employee of such party is covered by malpractice liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

(v) 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. PSA may maintain its insurance coverage through a combination of commercially-placed insurance and self-insurance.

**c. Assignment.** Neither party may assign this Agreement without the prior written consent of the other party which shall not be unreasonably withheld, provided, however, either party may assign this Agreement to any of its wholly-owned affiliates at any time.

**d. Non-competition.** During the term of this Agreement, PSA shall not compete directly or indirectly with SCHOOL provided, however, that SCHOOL agrees that PSA's existing arrangements to provide Services to other parties does not compete with SCHOOL.

**e. Compliance With Laws.** PSA shall comply with all federal, state, county and municipal laws, rules and regulations which apply to the performance of PSA's obligations under this Agreement. PSA represents and warrants that it and all of its employees, agents and representatives hold and will continue to hold all federal, state and local licenses required by law in order to render the Services pursuant to this Agreement.

(i) **Corporate Compliance Standard.** PSA represents and warrants that throughout the term of this Agreement (including any extension thereof), neither PSA, nor any of its employees, agents, subsidiaries or affiliates who may perform any of the services or obligations under this Agreement, shall (1) have been convicted of a criminal offense that would require mandatory or permissive exclusion pursuant to 42 U.S.C. § 1320a-7(a) or (b) unless such entity or individual has been reinstated, or (2) be listed by a federal agency as currently suspended, excluded or otherwise ineligible for participation in any federal program. Any breach of this representation and warranty shall result in immediate termination of this Agreement with respect to the affected entity or individual, in addition to any other available remedies.

(ii) **Corporate Compliance Program.** PSA maintains a corporate compliance program to detect and prevent illegal and unethical activities. SCHOOL acknowledges that it has been informed of PSA's corporate compliance hotline number (1-800-408-4442) for reporting suspected fraud and abuse or other illegal and unethical activities. SCHOOL will assure that all of its employees or agents who may perform any of the services or obligations under this Agreement are informed of the same and instructed to use it accordingly.

f. **Use of Name.** Neither party may use any trade name or service mark of the other party or any material protected by patents, trademarks or copyrights without the express written permission of the other party, provided, however, PSA agrees that SCHOOL may list PSA in any relevant directory of services and related marketing materials of SCHOOL or any Payor.

g. **Disclosure Compliance with State and Federal Statutes and Regulations.** The state and federal government and any of their authorized representatives shall have access to and PSA is authorized to release, in accordance with state and federal statutes and regulations, all information and records, or copies of such, within the possession of PSA, which are pertinent to and involve transactions related to this Agreement to extent necessary to comply with federal and state statutes and regulations applicable to SCHOOL and PSA.

h. **Confidentiality.** PSA and SCHOOL shall maintain the confidentiality of all confidential information regarding patients in accordance with any applicable state and federal statutes and regulations and shall maintain the confidentiality of any books, records or information shared by the Parties pursuant to this Agreement.

i. **Licensure/Accreditation.** PSA represents and warrants that it and all of its operations are accredited by the Community Health Accreditation Program (CHAP) or any other appropriate accreditation body reasonably acceptable to SCHOOL. PSA will notify SCHOOL within 72 hours if there is a change affecting PSA's licensure, accreditation or certification; it will also inform SCHOOL if a professional, regulatory or legal body serves formal notice that it may take any action due to deficiencies, poor performance or failure to comply with standards, rules or regulations imposed by such professional or regulatory body.

j. **Ownership and Use of Data and Information.** SCHOOL shall own all data, documents, software and other information generated in the performance of this Agreement, including all patient information submitted by PSA pursuant to subsection (d) above. Subject to the confidentiality obligations under this Agreement and those imposed by law, SCHOOL shall have the right to use any such information, including all patient information submitted by PSA to SCHOOL in accordance with subsection (d) above, in the general course of its business.

**k. Jeopardy.** In the event that the performance by either party hereto of any term, covenant, condition or provision of this Agreement should jeopardize the licensure of either party, its participation in Medicare, Medicaid or other governmental reimbursement or payment programs, or any applicable state or nationally recognized accreditation organization, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency or association in the medical or patient care fields, either party may at its option terminate this Agreement forthwith.

**l. Amendment.** No amendment, modification or discharge of this Agreement, and no waiver hereunder shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought.

**m. 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.

**n. Venue and Governing Law.** The parties agree that any action or proceeding arising out of or relating to this Agreement shall be adjudicated in the Centre County Pennsylvania, Court of Common Pleas in a non-jury format.

**o. 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.

**p. Notices.** Any notice, demand or other communication required or permitted hereunder shall be given in writing at the address set forth on the signature page and will become effective if mailed, by certified mail, postage prepaid and return receipt requested, five days after deposit in the US mail, one day after deposit with a nationally recognized overnight courier, freight prepaid, when confirmation of transmission is received or the date of personal delivery. Any address or name specified above may be changed by a notice given by the addressee to the other party in accordance with this Section. Any notice of demand or other communication shall be deemed given and effective as of the date of delivery in person or by courier or upon receipt as set forth on the return receipt. The inability to deliver because of changed address of which no notice was given, or the rejection or other refusal to accept any notice, demand or other communication, shall be deemed to be the receipt of notice, demand or other communication as of the date of such inability to deliver or the rejection or refusal to accept.

**q. Captions.** The captions in this Agreement are for convenience only and shall not be considered a part hereof or affect the construction or interpretation of any provisions of this Agreement.

**r. Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall constitute but one and the same instrument.

**s. 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.



**t. Survival of Obligations.** Termination of this Agreement for any cause shall not release either party from any liability which at the time of termination has already accrued to the other party or which thereafter may accrue in respect to any act or omission occurring prior to termination or from any obligation which is expressly stated herein to survive termination.

**u.** Notwithstanding any other provisions in this contract, PSA remains responsible for:

1. ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations;
2. ensuring the quality of all services provided by the agency; and
3. ensuring adherence by agency staff to the agency plan of care established for patients.

**v. Independent Contractor.** The Service Provider shall perform this Agreement solely as an independent contractor, and not as the District's agent or employee, and shall be solely responsible for the payment of income taxes or other taxes or contributions which are imposed with respect to or measured by wages, salaries, or other compensation, for all amounts paid to the Service Provider hereunder (including making such estimated payments as may be necessary or appropriate) and the Service Provider hereby agrees to indemnify and save the District and its affiliates harmless against any and all such liability or claims therefore.

The authorized representatives of the parties have signed this Agreement.

**State College Area School District**  
**131 West Nittany Avenue**  
**State College, PA 16801**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INVOICE/BILLING ADDRESS** (if different from above):  
Contact name and phone number for questions related to invoices

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BILLING FREQUENCY:**

\_\_\_\_\_ - Weekly

\_\_\_\_\_ - Monthly

**PSA HEALTHCARE**  
**3720 DaVinci Court, Suite 200**  
**Norcross, GA 30092**  
**Attn: Managed Care Department**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID # 58-1584862

**PEDIATRIC SERVICES OF AMERICA, INC.**

**Schedule "A"  
Services/Description**

In addition to the terms and conditions identified in previous sections of the contract, PSA agrees to provide the services listed herein and to the provisions contained in this schedule.

**Services to be Provided:**

- Staffing Services
  - Registered Nurse
  - Licensed Practical/Vocational Nurse
- Paraprofessional Aide
- Physical Therapy
- Occupational Therapy
- Speech/Language Pathology
- Medical Social Work

**General Requirements**

**Evidence of meeting the following qualifications will be presented:**

- Valid State Operating License or Certificate as required
- Medicaid Home Health Agency Certification (may be waived in lieu of other credentials)
- Appropriate Federal & State Regulatory Certificates
- Accreditation by JCAHO or CHAP (may be waived in lieu of other credentialing criteria approved by the SCHOOL)

## **Performance Standards**

### **PSA agrees to adhere to the following standards of performance:**

- Maintain ethical and professional practice.
- Schedule services as requested by SCHOOL.
- Participate in care conferences with SCHOOL Coordinator.
- Assure appropriate education, licensure and certification of professional staff providing services.
- Assure appropriate staff training and PSA orientation for staff according to patient / client care / service needed.
- Provide staff with mechanism to communicate appropriately with SCHOOL.
- Provide SCHOOL written evaluations, progress notes and other required documentation.
- Participate in SCHOOL Quality Assurance / Quality Improvement activities as requested.
- Report to SCHOOL any complaint or incident affecting patient care within 24 hours of receipt of complaint or incident.
- Participate in SCHOOL's Outcomes Monitoring activities.

### **SCHOOL agrees to:**

- Provide orientation if applicable
- Provide PSA staff orientation to SCHOOL policies and procedures
- Provide RN supervision as directed by State laws
- Maintain current MD orders, if applicable
- Provide personal protective equipment, at no charge, to each person as required.

**SCHEDULE "B"**

**PRICING**

RN and LPN: \$40.00 per hour