

CONTRACT FOR SCHOOL NURSING SERVICES

This AGREEMENT is made and entered into this 28th day of July 2026, by **BAYADA Home Health Care, Inc.**, with a service office located at 2123 E. College Avenue, Suite 200, State College, PA, 16801 (hereinafter referred to as **BAYADA**) and **Bellefonte Area School District**, located at 100 N School St, Bellefonte, PA 16823 (hereinafter referred to as **SCHOOL**).

BAYADA is a Home Care Agency, licensed to provide services in the states where care is rendered, and **SCHOOL** has identified a need for a nurse to provide basic nursing care to its students.

WHEREAS it is the desire of both parties to make provision for nursing services, to include any setting where a student is receiving educational services, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF BAYADA

A. Qualifications of Personnel. The Nurse supplied by **BAYADA** shall be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who shall hold a current license, registration or certification **as requested by the SCHOOL** district and shall provide services pursuant to the applicable state laws.

B. Personnel Records Inspection. **BAYADA** shall make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurse who is providing onsite services. The contents of such file will include:

1. Verification of current licensure or certification as applicable; and
2. Completed application for employment or resume; and
3. Verified references; and
4. Evidence of annual performance evaluation; and
5. A criminal record check, conducted upon hire, if required by state law; and
6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
7. Completed and Verified Sexual Misconduct/Child Abuse Disclosure forms.
8. Attestation of employee or vaccination or exemption status where applicable.
9. Clearances: **BAYADA** shall have proper background checks for each employee completed prior to commencing any work. Said 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. The CHRI will be completed through the Pennsylvania Department of Education unless the **SCHOOL'S** Human Resources Department approves the use of the Pennsylvania Department of Human Services process. All clearances and certifications are to be sent to the **SCHOOL'S** Human Resources Department at 100 N School St, Bellefonte, PA 16823 or emailed to the Human Resource Executive Secretary. In addition, **BAYADA** will comply with

the hiring, mandated reporter and all requirements of the Pennsylvania Child Protective Services Laws.

C. Service. **BAYADA** shall provide an RN/LPN to **SCHOOL** per **SCHOOL's** request. The RN/LPN will provide basic nursing services to **SCHOOL's** students currently attending schools located within **SCHOOL's** district. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the **SCHOOL** calendar including all scheduled days off.

D. Place of Performance. **BAYADA** will provide services primarily at schools located within the **SCHOOL's** district. to include any setting where student is receiving educational services, in accordance with the terms of this Agreement. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.

E. Insurance.

1. Unless otherwise agreed to in writing, **BAYADA** shall, at its own expense, carry and maintain during the performance of Services under this Agreement the following insurance with companies satisfactory to the **SCHOOL** and in amounts no less than that specified herein:

i. Commercial General Liability insurance in an amount of not less than [\$1,000,000] ~~per Claim if on a Claims Made form or~~ per Occurrence if on an Occurrence form and [\$2,000,000] annual aggregate, covering premises and operations, independent contractors, bodily injury (including death), personal injury, property damage including, and without limitation, all contractual liability for such injury or damage assumed by **BAYADA** under this Agreement. The **SCHOOL** shall be named as additional insured as our interest may appear under the Commercial General Liability policy of insurance; only to the extent of **BAYADA's** sole liability.

ii. Worker's Compensation in accordance with all federal and state statutory requirements and Employer's Liability Insurance in an amount not less than [\$100,000] Bodily injury by accident, each accident, [\$100,000] Disease policy limit each employee, and [\$500,000] Disease policy limit.

iii. Professional Liability insurance covering damages to the **SCHOOL** and others resulting from errors or omissions of **BAYADA** in an amount of not less than [\$1,000,000] per medical incident ~~occurrence~~ and annual aggregate;

The insurance company(ies) issuing the policies for such insurance coverage must have at least an A+ rating from AM Best. Upon full execution of a contract, **BAYADA** agrees to provide the **SCHOOL** with certificates of insurance evidencing the foregoing coverage. Such certificates should indicate any deductible and/or self-insured retention. Should any of the above policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. **BAYADA** further agrees to ensure that all subcontractors it retains in connection with a Project maintain adequate insurance coverage with respect to the Services to be performed under this Agreement.

2. **BAYADA** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.

F. Indemnification. **BAYADA** agrees to indemnify and hold **SCHOOL** harmless with respect to all claims and expenses arising out of, or resulting from, the sole negligence or omission of **BAYADA** or its employees or agents while on assignment to **SCHOOL**. In addition to any and all other indemnification and remedies provided herein, **BAYADA** agrees to defend, indemnify and hold harmless the **SCHOOL** and its officers, directors, and employees from and against any and all damages, liabilities, obligations, losses, deficiencies, actions, costs (including reasonable attorneys' fees and expenses), demands, suits, judgments, or assessments ("Claims") arising out of (a) **BAYADA's** sole negligence in the performance of any Services; (b) any acts or omissions of **BAYADA**, its employees, subcontractors, or agents in connection with the Services hereunder; or (c) any breach of this Agreement by **BAYADA**, its employees, subcontractors, or agents. In the event of any Claim to which this indemnification applies, the **SCHOOL** shall promptly notify the **BAYADA** of such Claim, provided, however, the failure to give such notice shall not relieve the **BAYADA** from its indemnification obligations. This obligation shall survive termination or expiration of this Agreement.

G. Equipment and Supplies. **BAYADA** will supply **BAYADA** employees with all Personal Protective Equipment (PPE).

H. Payment of Personnel. **BAYADA**, as an employer, shall remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

II. RESPONSIBILITIES OF SCHOOL

A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.

B. Insurance.

1. **SCHOOL** shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.

2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.

C. Indemnification.

SCHOOL agrees to indemnify, defend, and hold **BAYADA** harmless with respect to any and all claims and expenses arising from, relating to, or resulting from (1) any act or omission of **SCHOOL** or its employees or agents in connection with the performance of this Agreement, (2) those acts of **BAYADA** employees while working under the direction of **SCHOOL**, its staff or its policies or procedures.

D. Equipment and Supplies. **SCHOOL** will supply **BAYADA**'s RN/LPN with all necessary equipment, tools, materials and supplies necessary to perform services under this Agreement.

E. Employment Status. **SCHOOL** understands and agrees that the RN/LPN is an employee of **BAYADA**, and **SCHOOL** will not attempt to solicit the RN/LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or \$10,000.00 whichever is greater. This fee shall apply to any **BAYADA** employee **SCHOOL** wishes to hire.

F. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. **SCHOOL** agrees to report questionable activities involving **BAYADA**'s employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

G. Orientation, Training and Supervision. **SCHOOL** will provide all necessary training prior to a nurse working independently. This includes but is not limited to:

1. Orientation to the school setting- nurses station; emergency equipment, administrative office and school geography.
2. Training to documentation requirements including forms and filing of forms.
3. Orientation to the general care and emergency protocols orders
4. Orientation to all relevant associated procedures.
5. Back up supervision or resources will be available for any questions or concerns.

III. BILLING AND COMPENSATION

A. **SCHOOL** agrees to compensate **BAYADA** at a rate of \$56.00/hour for RN services or LPN services provided under this Agreement. **SCHOOL** must provide **BAYADA** with a cancellation notice no later than 4pm the day prior to the requested shift or will be subject to charges amounting to half of cost for normal shift-but not less than two (2) hours for services requested.

B. **BAYADA** shall forward to **SCHOOL** an itemized bill on a weekly basis.

C. **SCHOOL** agrees to pay submitted bills within thirty (30) days of receipt. Any bill not paid within the thirty (30) day period will be considered delinquent. **BAYADA** may charge interest, at a rate of 0.5% each month (6% per year) on all delinquent accounts. **BAYADA** will also pursue collection remedies to resolve a delinquent account. **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

IV. TERM AND TERMINATION

A. This Agreement will come into effect beginning on **August 1st, 2026** and will remain in effect through **June 30th, 2027**. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.

B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice.

C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:

1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.
2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.
3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.
4. **SCHOOL** reserves the right to cancel and/or amend this Agreement in the event of a closure and/or a temporary shut-down, and in such instances, the only payment that would be due would be for services performed and/or materials provided through the date of the closure and/or shut-down.

V. ADDITIONAL TERMS

A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the Commonwealth of PA, to include the guidelines and recommendations of the Centers for Disease Control and Prevention, the Pennsylvania Department of Health and the American Nurses Association. Any dispute arising from this contract shall be adjudicated in the Centre County Court of Common Pleas in a non-jury format.

B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.

C. Assignment. This Agreement may not be assigned by either party, in whole or in part.

D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.

E. Notices. Any Notice given in connection with this Agreement will be given in writing to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.

F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.

G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

H. Policies and Procedures

1. Independent contractors doing business with the District shall ensure that their employees, subcontractors, or agents who interact with students or are present on school grounds have read, understand, and agree to provisions of District Policy 824, Maintaining Professional Adult/Student Boundaries.

I.

Date: _____

Date: _____

Brian Cleary
Director

Signing with authority for
BAYADA Home Health Care, Inc.

KENNETH BEAN JR
Director of Fiscal Affairs
Signing with authority for
Bellefonte Area School District