

Baldwin-Whitehall School District  
4900 Curry Road  
Pittsburgh, Pa 15236

July 25, 2022

Dear Dear Sir or Madam,

Southwood Psychiatric Hospital is a leading provider of care for children and adolescents who are struggling with a number of mental health concerns. Our inpatient care facility helps children and adolescents ages 4-18 of all genders who are experiencing severe symptoms of a mental health disorder achieve emotional stabilization and a higher level of functioning, with the ultimate goal of having them return safely to their home.

Our staff is comprised of dedicated mental health professionals, who specialize in the care of children and adolescents with behavioral health problems including psychiatrists, registered nurses, licensed physician assistants/nurse practitioners, social service coordinators and behavioral health associates.

A typical day for a child/adolescent at Southwood starts with a community meeting where our Behavioral Health Associates discuss the goals and expectations for the day followed by a psychoeducational group and school. During the afternoon, our patients will have several additional psychoeducational groups in addition to art therapy, music therapy, yoga, journaling, zumba, and other recreational activities throughout the week. Our adolescent-aged patients attend school for a second session as well in the afternoon.

In between the above activities, they will have the opportunity to meet with a psychiatrist or one of our physician extenders daily to provide treatment, discuss diagnosis and medication plans, and develop a plan to get them safely discharged from the hospital. They will also meet with their social service coordinator several times throughout the week to work on identified treatment goals and provide education related to their course of treatment and aftercare recommendations. At minimum one family meeting will occur to focus on the development of a recovery plan, for the family and child to utilize after discharging from the hospital. Some common areas addressed in the plan are managing behaviors and improving communication within the family.

Southwood recognizes the importance of coordinating with the school districts of the patients we serve to best meet their mental health and educational needs. In the past we have utilized a third party to provide educational services for children/ students who are receiving short-term treatment in our hospital. In an effort to bridge the gap even more between educational and mental health needs, Southwood will be partnering with Upper St. Clair School District as a liaison, to ensure that what we are providing is meaningful education to patients during their course of treatment at Southwood. We understand how stressful a hospitalization can be for children and want to ensure that falling behind in school does not exacerbate this level of stress further.

Southwood will be employing certified teachers to provide daily on-site instruction. At the time of admission, we will be obtaining consents so that we can quickly begin coordinating educational services with you including obtaining individual coursework for your students if you are able to provide that to us. If not, we will be utilizing grade appropriate work that Upper St Clair school district will support us in obtaining.

We are committed to providing at minimum five hours per week of homebound instruction at a daily rate of \$90.00, assuming the physician feels that the child is safe enough to participate in homebound instruction. This rate will be inclusive of all administrative fees. If additional educational hours are provided, your school district will not be billed for them. Our teachers will provide ongoing communication throughout the course of treatment as needed or requested. We will also retain any school work completed and provide completed schoolwork when requested in addition to a record of attendance.

We strongly believe this partnership will help ease the transition for children and adolescents back to school and their daily lives with the ultimate goal of preventing additional psychiatric hospitalizations in the future. Included is a copy of the contract for Southwood Educational Services. If approved by your Board of Education, please sign and retain one copy for your records and return one fully executed copy to my attention. Should you have any questions for the duration of the process, please do not hesitate to contact us at 412-257-2290.

I look forward to working with you to best meet the needs of the children we serve.

Respectfully,

Kim Lira, CEO  
Southwood Hospital

THIS AGREEMENT, is effective as of the last date of signature below, (the "Effective Date"), is by and between , (the "District") having its administrative offices at 4900 Curry Road Pittsburgh, Pa 15236 and **Southwood Psychiatric Hospital** (the "Hospital"), located at 2575 Boyce Plaza Road, Pittsburgh, PA 15241.

In consideration of the mutual covenants and conditions contained in this Agreement, the District and the Hospital hereby agree as follows:

1. **Retention:** The District hereby agree to retain the Hospital and the Hospital agrees to provide the District with its services consisting of any of the following upon the terms and conditions herein set forth: The District hereby agree to retain the Hospital and the Hospital agrees to provide the District with Academic Tutoring Services during the 2022-2023 school year.

2. **Term:** This Agreement will be for services provided August 24, 2022 – June 9, 2023 inclusive, unless terminated early as provided in this Agreement. It is understood that the District are under no obligation to renew this Agreement upon its expiration.

3. **Compensation:** See Exhibit A attached:

4. **Independent Contractor:** The Hospital is retained by the District only for the purposes and to the extent set forth in this Agreement, and its relation to the District shall, during the period of its retention and services hereunder, be solely that of an independent contractor. The compensation being paid pursuant to this Agreement shall not be subject to withholding taxes or other employment taxes required with respect to compensation paid by the District to an employee. The Hospital shall observe all requirements imposed by any laws upon corporations. The District, if required by Federal or State requirements, will submit a Form 1099, at year-end to the Federal government and to Hospital if having a gross income exceeding \$600, which thereupon will be reported for income tax purposes. With regard to employees of the Hospital the Hospital alone shall be responsible for their work, personal conduct, direction, compensation, and for payment of all employment and other taxes in relation thereto.

5. **Indemnification:** The Hospital hereby indemnifies the District with respect to all claims, charges, costs and expenses arising out of the negligence of the Hospital, its agents, or employees, or with respect to the Hospital's breach of its obligations. The Hospital shall defend (with counsel selected by the District and reasonably approved by the Hospital), indemnify, and hold harmless the District, and its agents, members, representatives and employees from any and all claims, costs, expenses (including, but not limited to, attorney fees) related, directly or indirectly, to this indemnity.

6. **Expenses:** The Hospital will pay all expenses incurred by it in connection with the performance of his duties hereunder, including but not limited to automobile and/or travel expenses.

7. **Required Records:** The Hospital shall provide services and maintain records, logs and reports in accordance with all applicable laws, regulations and requirements of the Pennsylvania Education Department, Pennsylvania State Department of Labor and District policies and procedures in force during the term of this Agreement. All student records, logs, etc., will be the property of the Hospital and will be considered mandated records. Hospital shall provide the District with a copy of any reports, testing, evaluations, or observations that are prepared in connection with the services provided by the Hospital under this Agreement.

8. **Confidentiality:** The Hospital shall maintain the confidentiality of student records in accordance with HIPAA or any other applicable federal laws and regulations.

9. **Review of Hospital Records:** In compliance with HIPAA, the District shall have the right to examine any or all records or accounts maintained by the Hospital in connection with this Agreement.

1. **Insurance:** The Hospital shall provide the District with a certificate of liability insurance naming the District as an additional insured with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate upon execution of this Agreement. The Hospital shall notify the District in writing ten (10) days prior to any lapse in liability coverage. The absence of liability coverage during the term of this Agreement may result in immediate termination of this Agreement.

2. **Employer's Authority:** The Hospital represents and warrants that it will observe and comply with the policies, rules and regulations of the Hospital (and shall cause its employees to do the same), including, but not limited to, the Hospital Code of Conduct, performance of its duties, and to carry out and perform orders, directions and policies advised from the District.

3. **Termination:** This Agreement shall be terminated upon the occurrence of any of the following events:

(a) Immediately upon the breach by the Hospital of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees.

(b) Automatically upon the filing of a Petition in Bankruptcy by the Hospital

(c) Upon thirty days (30) notice by either the District or the Hospital to the other, together with the reason for said early termination. Termination under this provision will only be permissible upon a showing that the reason cited is not arbitrary or capricious.

Upon termination of this Agreement, the Hospital shall be entitled to receive only the compensation accrued and unpaid as of the date of termination and shall not be entitled to any additional compensation.

4. **Notices:** Any notices required or permitted to be given under the terms of this Agreement shall be sufficient in writing and if personally delivered or sent by registered or certified mail to the parties at the following addresses:

To the Hospital:

Southwood Hospital  
2575 Boyce Plaza Rd.  
Pittsburgh, PA 15241

To the District:

4900 Curry Road  
Pittsburgh, Pa 15236

1. **Entire Agreement:** This instrument contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations by and between the parties.

2. **Modification:** This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

1. **Third-Party Beneficiaries:** There are no third-party beneficiaries of or in this Agreement or any of the terms or provisions hereof or any of the rights, privileges, duties, liabilities or obligations created hereby.

2. **Negotiated Agreement:** This is a negotiated Agreement, and this Agreement shall not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date and year first above written.

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

**Authorized Representative  
School District Name**

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

**Authorized Representative  
Southwood Hospital**

### **Exhibit A**

1. **Compensation:** The District agrees to compensate the Hospital at the rate of ninety dollars per day (\$90.00). This rate is inclusive of all administrative and preparation time. Such compensation shall be paid within thirty (30) days of receipt and approval by the District of invoices (in form and substance satisfactory to the District) from Southwood Hospital's educational liaison Upper St. Clair School District with respect to performance of such services.
2. **Absence Policy:** Our policy is to ensure all students that are cleared and capable of being seen in class sessions, are seen with 95% accountability.
3. **Authority:** Each of the signatories represents that he/she is authorized to execute this Agreement and to bind the District on whose behalf he/she has signed to its terms. The Hospital further represents that its representative has the authority to sign and bind the Hospital to its terms.
4. **Exhibit:** This Exhibit A is enforceable as against the Hospital and District only by virtue of its incorporation by reference in the Agreement between the Hospital and the District and is subject to all of the terms contained in such Agreement, including the termination provisions therein. This Exhibit A does not itself create any legally binding obligations on the Hospital or the District independent of the Agreement in which it is incorporated by reference.