

## PROVIDER AGREEMENT

This Provider Agreement (the "Agreement"), dated July 1, 2022, is between **Baldwin-Whitehall School District** ("SCHOOL") and **Pediatric Services of America, LLC d/b/a AVEANNA Healthcare** ("AVEANNA").

WHEREAS, SCHOOL desires that AVEANNA provide healthcare services to SCHOOL's student(s) on behalf of SCHOOL and that such services are rendered by nurses; physical, occupational, and speech therapists and/or assistants; paraprofessional aides; and social workers, and other services outlined in Schedule A, as appropriate ("Personnel"); and

WHEREAS, AVEANNA has Personnel available to perform healthcare services as outlined in the Agreement; and

WHEREAS, AVEANNA desires to provide healthcare services to the SCHOOL's students in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants contained herein, the parties intended to be legally bound, agree as follows:

### **1. Obligations of AVEANNA.**

**a. General.** AVEANNA shall provide on a non-exclusive basis the services ("Services") described on Schedule A (attached hereto and incorporated herein) to SCHOOL during the term of this Agreement 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. AVEANNA represents and warrants that it and all of its employees and subcontractors providing Services pursuant to this Agreement hold and will continue to hold all federal, state and local licenses required by law in order to render the Services. agreed to herein.

**b. Provision of Services.** AVEANNA shall schedule Services as requested by the SCHOOL. AVEANNA shall comply with all relevant policies and procedures of SCHOOL and AVEANNA, including the handling of student records, emergency procedures and student complaints.

**c. Personnel.** AVEANNA shall be responsible for providing qualified personnel to deliver the Services pursuant to this Agreement. AVEANNA shall not subcontract any of the Services to be performed without the prior written consent of SCHOOL. Personnel shall meet all federal, state or local health screening requirements.

**d. Background Checks.** AVEANNA will have conducted criminal background checks on each of its employees who provide Services under this Agreement, and, with respect to its background checks, AVEANNA agrees to adhere to the requirements specified and governed by state and local laws.

**e. Invoice.** AVEANNA shall provide SCHOOL with weekly or monthly invoices as indicated on the signature page. FINAL INVOICES for the school year MUST be received by the SCHOOL by the date indicated on the signature page.

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

**a. General.** SCHOOL shall purchase from AVEANNA, on a non-exclusive basis, during the term of this Agreement the Services in such amounts as SCHOOL elects to purchase. SCHOOL shall pay only for the Services actually provided.

**b. Fee Schedule.** SCHOOL shall pay AVEANNA for Services rendered in accordance with Schedule A (attached hereto and incorporated herein by reference). SCHOOL shall not be obligated to pay for any Services delivered by AVEANNA that were not requested by SCHOOL.

c. **Payment Terms.** The SCHOOL's billing contact information, whether the billing frequency is to be monthly or weekly, and the date by which final invoices must be received will be indicated on this Agreement's signature page, and such terms are incorporated herein. All payments to be made by SCHOOL to AVEANNA under this Agreement are due thirty (30) days from SCHOOL's receipt of a related invoice SCHOOL's obligation for payment to AVEANNA is independent of any reimbursement received by SCHOOL from any other source.

d. **Non-Solicitation of AVEANNA Employees.** (1) During the term of this Agreement and for a period of one (1) year following its termination, neither party will directly solicit for employment any individual employed by the other party with whom the party has come in contact as a result of the services provided pursuant to this Agreement.

(2) This restriction does not prohibit a party from entering into discussions or hiring an employee of the other party who approaches said party on his or her own initiative without any solicitation prohibited in this Section 2.d or from placing general advertisements or using search firms that are not directed at the other party's employees and then hiring any employee of the other party resulting from such general, non-targeted efforts. The restriction does not apply to routine, indirect solicitation or recruiting (e.g., advertisement or announcement of a job opening on the internet or in print).

(3) The parties acknowledge that the restriction contained in this Section 2.d., in view of the nature of the business in which they are engaged, is reasonable and necessary to protect the legitimate interests of each, and that any violation thereof may result in injuries to the affected party. The parties therefore acknowledge that, in the event this restriction is violated, the affected party will be entitled to apply to a court for injunctive relief. Such right will be cumulative and in addition to any other rights or remedies to which the affected party may be entitled.

(4). The parties acknowledge that it would be impractical and extremely difficult to anticipate or determine a party's actual damages in the event of a violation of this provision. Accordingly, upon a breach of this provision, the breaching party shall pay the non-breaching party a fee of Five Thousand Dollars (\$5,000) as liquidated damages, which the parties agree is not a penalty.

### **3. Term/Termination.**

**This Agreement shall be effective July 1, 2022 through June 30, 2023.** Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

### **4. Miscellaneous.**

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

(i) To the extent allowed by law, SCHOOL shall defend, indemnify and hold harmless AVEANNA and each of its officers, directors, employees, and agents (the "AVEANNA 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 AVEANNA Parties or any of them as a result of, or arising out of, or relating to SCHOOL's negligent acts or omissions or willful misconduct.

(ii) AVEANNA shall defend, indemnify and hold harmless SCHOOL and each of its officers, directors, employees, and agents (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 AVEANNA's negligent acts or omissions or willful misconduct.

#### **b. Insurance.** As applicable and permissible by State Law, each party agrees to maintain

the following insurance covering its activities performed pursuant to this Agreement;

(i) Comprehensive General Liability in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(ii) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

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

(iv) 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.

In the event that SCHOOL requires AVEANNA personnel to accompany student during transport to and from school or to and from alternate sites for SCHOOL related events, SCHOOL shall maintain automobile liability coverage with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury.

**c. Independent Contractor.** AVEANNA shall be an independent contractor and will employ appropriate personnel to deliver the Services. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. In no event shall any employee of AVEANNA be considered an employee or agent of the SCHOOL. AVEANNA is responsible for meeting all tax obligations related to its employees and for maintaining all required insurance coverage related to its employees, including workers' compensation insurance.

**d. Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, however, either party may assign this Agreement to any of its wholly-owned affiliates at any time upon giving notice to the other party.

**e. Confidentiality.** AVEANNA, by executing this Agreement, agrees to make every reasonable effort to comply with the laws and regulations relevant to SCHOOL's responsibility to protect the privacy and confidentiality of SCHOOL's students and employees and related information and data. AVEANNA will take reasonable measures to maintain the privacy, confidentiality and security of all such information and data. Aveanna agrees to abide by applicable laws, regulations, policies, standards and the like of any government entity having jurisdiction, including but not limited to, all requirements of the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act. For purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates AVEANNA as a school official with legitimate educational interest in the educational records of the students to whom AVEANNA provides Services to the extent that access to the records are required by AVEANNA for provision of the Services. AVEANNA agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. Aveanna may not use the names of any students or any private, confidential, or personally identifiable information pertaining to any of School's students or employees, or any of School's confidential information or data except as necessary for the performance of this Agreement. Except as provided above, Aveanna may not disclose any such information to any person or entity, unless required by law or court order.

**f. Amendment.** No amendments to the terms and conditions of this Agreement shall be permitted unless in writing and signed by both parties hereto.

**g. 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.

**h. Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the Commonwealth of Pennsylvania

**i. 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.

**j. Notices.** Any notice, demand or other communication required or permitted hereunder shall be in writing, sent in one or more of the following methods and shall be deemed to have been duly given and received (i) if personally served on the party to whom notice is to be given, then on the date of service, (ii) if sent by nationally recognized overnight delivery service, addressed to the party to whom notice is to be given, then upon notice of delivery by such service, or (iii) if sent by United States mail first class, registered or certified mail, postage prepaid, addressed to the party to whom notice is to be given, then five (5) business days after being properly deposited therewith; in each case, at such party's address set forth on the signature page hereto to any other address of which notice of the change is given to the other party hereunder in accordance with this section.

**l. 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.

The authorized representatives of the parties have signed this Agreement.

**Baldwin- Whitehall School District**  
4900 Curry Rd  
Pittsburgh, PA 15236  
412-885-7883

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

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

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

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

**INVOICE/BILLING ADDRESS:**  
Contact Name and phone number for questions related to invoices

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

**BILLING FREQUENCY:**

\_\_\_\_ - Weekly

\_\_\_\_ - Monthly

Email address for invoice submission: \_\_\_\_\_

Date final invoices for the school year must be received by school: \_\_\_\_\_

Purchase order number  Is Required  Is NOT on invoices submitted to the school

Time Sheets  Are Required  Are NOT Required back up documentation with invoices

**Pediatric Services of America dba Aveanna Healthcare**  
400 Interstate N. Parkway, SE Suite 1600  
Atlanta, GA 30339  
Attn: Contracts Dept  
[contracting@aveanna.com](mailto:contracting@aveanna.com)

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

Print Name: James Elkington

Title: SVP Revenue Cycle Management

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

Tax ID # 58-1584862

## AVEANNA HEALTHCARE

### Schedule "A" Services/Fee Schedule

Services	Rates per Hour
BCBA-D	\$165.00
Master's Level BCBA	\$125.00
Behavior Specialist Consultants	\$90.00
Speech Language Pathologist	\$95.00
Occupational Therapist	\$85.00
Physical Therapist	\$95.00
School Psychologists	\$185.00
Master's Level Social Worker	\$70.00
Licensed Clinical Social Worker	\$65.00
Special Education Teacher	\$65.00
Long Term Substitute Teacher	\$65.00
ABA Therapist	\$40.00
Behavior Technician (BHT)	\$35.00
Para-Professional (DSP/ PCA)	\$32.50
1:1 RN	\$60.00
1:1 LPN	\$55.00
School Nurse RN	\$60.00
School Nurse LPN	\$55.00
Substitute Nurse RN	\$75.00
Substitute Nurse LPN	\$75.00
Classroom Nurse RN	\$65.00
Classroom Nurse LPN	\$55.00
Certified Nursing Assistant/ Home Health Aide	\$30.00
Transport Nurse	\$150.00 (up to 2 hours, then hourly rate \$55)
Skilled Nursing Visit	\$150.00 (up to 2 hours, then hourly rate \$55)

\*Transport Employee: Nursing transportation services consist of an employee riding in a school sponsored vehicle with a single special needs student to accompany the student from home to school and school to home. No other nursing services are provided. Charges for this service will be based on a rate per trip with a maximum of two (2) hours for services rendered by RN or LPN. Services that exceed the initial two hours will be billed at the 1:1 RN or 1:1 LPN contract rate.

Billable hours include:

- Hours that Student(s) is in school, including school-related activities such as field trips
- Hours Spent Performing Tasks or Attending Sessions Related to Services as required by the SCHOOL

If services provided are less than 4 hours in a single day, a 4-hour minimum will be charged