



NURSING SERVICES AGREEMENT

This Staffing Agreement (hereinafter "Agreement") is entered into this 28th day of August, 2024 by and between Penn Delco School referred to in this Agreement as "INSTITUTION," and Team Select Home Care including its affiliates and subsidiaries, referred to in this Agreement as "TSHC". "TSHC" and "INSTITUTION" are collectively referenced herein as the "PARTIES".

RECITALS

WHEREAS, INSTITUTION operates a School, as defined by State Law located in State and wishes to engage TSHC to provide personnel to supplement INSTITUTION's staff.

WHEREAS, TSHC operates a home health agency and employs licensed health care personnel to provide healthcare services to INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, INSTITUTION and TSHC hereby agree to the following terms and conditions:

A. TERM OF AGREEMENT

1. **Term.** This Agreement will be in effect for one (1) INSTITUTION school year unless terminated earlier as stated in Section 2 below. This Agreement is effective the date as stated in the beginning of this agreement.
2. **Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date 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.

B. RESPONSIBILITIES OF TSHC

1. **Services.** TSHC will, upon request by INSTITUTION, provide one or more licensed or certified health care providers (i.e. LPNs and RNs,) as specified by INSTITUTION (collectively, "Personnel") for nursing services to a patient

2. **Personnel.** TSHC will supply INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to INSTITUTION upon written request:

- 1) Current, valid state license/registration and/or certification, as applicable
- 2) Current CPR certification
- 3) Health clearance to include proof of pre-employment physical and (2 step TB skin testing or baseline TB test).
- 4) Current valid skills competency to include, (i) skills checklist and (ii) verified work history.
- 5) Completed TEAM SELECT Infection Control and HIPAA training.
- 6) Completed/clear state-specific background checks, as defined by educational code.
- 7) **Employment and Taxes.** TSHC will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. TSHC, or its subcontractor if applicable, will maintain direct responsibility as



employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by TSHC.

C. Responsibilities of INSTITUTION

1. **Orientation.** INSTITUTION will promptly provide TSHC Personnel with an adequate and timely orientation to INSTITUTION. INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient TSHC Personnel to the specific Exposure Control Plan of the INSTITUTION as it pertains to OSHA requirements for blood-borne pathogens and infection control, as well as any of the INSTITUTION's specific policies and procedures provided to TSHC for such purpose.
2. **Responsibility for Student Care.** INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided by TSHC Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
3. **Placement Fee.** For a period of twelve (12) months following that date on which TSHC Personnel last worked a shift at INSTITUTION, INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by TSHC during the term of this Agreement. INSTITUTION understands and agrees that TSHC is not an employment agency and that Personnel are assigned to the patient to render temporary service(s) and are not assigned to become employed by the INSTITUTION. The INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by TSHC in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel.
4. **Per Diem or Short Term Staff Non-Performance.** If INSTITUTION concludes, in its sole discretion, that any Personnel provided by TSHC have engaged in misconduct, or have been negligent, INSTITUTION may require the Personnel to leave the premises and will notify TSHC immediately in writing, providing in reasonable detail the reason(s) for such dismissal. INSTITUTION'S obligation to compensate TSHC for such Personnel's services will be limited to the number of hours worked. TSHC will not reassign the individual to INSTITUTION without prior approval of the INSTITUTION.
5. **Insurance.**
 - a. INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. INSTITUTION will give TSHC prompt written notice of any material change in INSTITUTION coverage.
 - b. TSHC will maintain at all times during this agreement:

Professional liability

- | | |
|--|-------------|
| 1. Each occurrence or Wrongful Act Limit | \$1,000,000 |
| 2. Annual Aggregate Limit | \$3,000,000 |



Commercial General Liability

- 1. Each Occurrence Bodily Injury & Property damage \$1,000,000
- 2. Each event personal injury \$1,000,000
- 3. General aggregate \$2,000,000
- 4. Coverage must be written on an "occurrence" basis
- 5. School District and its elected officials and employees shall be named as additional insureds
- 6. Coverage shall not exclude claims for sexual abuse/molestation
- 7. Coverage shall not exclude claims for corporal punishment

6. **Incident Reports/Complaints:** INSTITUTION shall report in writing to TSHC any unexpected incident known to involve any Personnel within two days (such as Personnel errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the INSTITUTION and/or TSHC in order to comply with TSHC's incident tracking program. INSTITUTION will also report any complaints regarding TSHC Personnel within two business days. Complaints and grievances regarding TSHC Personnel may be reported to the local TSHC representative at any time.

7. **PARTIES (MUTUAL) RESPONSIBILITIES**

a. **Non-discrimination.** Neither TSHC nor INSTITUTION will discriminate based on age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

8. **COMPENSATION**

a. **Invoicing.** TSHC will supply Personnel under this Agreement at the rates listed in the Attachment(s). TSHC will submit invoices to INSTITUTION every week for Personnel provided to INSTITUTION during the preceding week. Invoices and nurse's daily notes shall be submitted to the following address:

School District

ATTN:
Phone:
TAX ID/EIN:

- b. **Payment.** All amounts due to TSHC are due and payable within forty-five (45) days from date of invoice. INSTITUTION will send all payments to the address set forth on the invoice.
- c. **Late Payment.** Payments not received within forty-five (45) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- d. **Rate Change.** TSHC will provide INSTITUTION at least thirty (30) days advance written notice of any change in rates.
- e. **Annual Rate Increases.** INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.



9. **GENERAL TERMS**

- a. **Independent Contractors.** TSHC and INSTITUTION are independent legal entities. 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. Neither TSHC nor INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- b. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, nor will such consent not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- c. **Indemnification.** TSHC agrees to indemnify and hold harmless INSTITUTION, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of TSHC, its directors, officers, employees or agents under this Agreement only. INSTITUTION agrees to indemnify and hold harmless TSHC, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of INSTITUTION, its directors, officers, employees, contractors or agents under this Agreement.
- d. **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- e. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

_____ School District

 ATTN: _____

Team Select Holdings, LLC
 2999 N 44th St, Ste 100
 Phoenix, AZ 85018
 ATTN: Contracts Dept.

- f. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- g. **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between INSTITUTION and TSHC regarding the services to be provided hereunder. Any agreements,



promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties.

- h. **Availability of Personnel.** TSHC is providing individual care for a student(s), TSHC will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- i. **Compliance with Laws.** TSHC agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, TSHC reserves the right to notify INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- j. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- k. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Pennsylvania.
- l. **Limitation on Liability.** Neither TSHC nor INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- m. **Incorporation of Recitals.** The recitals set forth at the beginning of this Agreement are incorporated by reference as if fully set forth herein.
- n. **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee has professional or personal interests that compete with his/her services to or on behalf of TSHC or the INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee to fulfill his or her duties impartially.

10. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

a. Confidentiality.

1. TSHC / INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term



of this Agreement and that is not available to the public, without the other party's prior written consent.

2. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

3. Student/Customer Information: Neither party nor its employees shall disclose any financial nor medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by INSTITUTION, TSHC and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

4. The obligations set forth in this Section shall survive the termination of this Agreement.

- b. **HIPAA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student personal health information (PHI), to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.
- c. To the extent that INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," as specified in ATTACHMENT B.
- d. Notwithstanding the foregoing, TSHC and all staff provided to hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information.

INSTITUTION and TSHC have acknowledged their understanding of an agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

SCHOOL DISTRICT:

Team Select Home Care

Signature

Signature

DocuSigned by:
Timothy Hart

CG787CA5862C443...

Printed Name & Title

Tim Hart, Vice President of Payor Relations
Printed Name & Title

Date

Date

8/20/2024



ATTACHMENT A

**Penn Declo SCHOOL DISTRICT
STAFFING RATES**

Charges will be based on the following hourly rate schedule effective _____ :

Service	Weekday Rate	Weekend Rate
LPN	\$65	\$65
RN	\$75	\$75

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have EDUCATIONAL INSTITUTION supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Holidays. Holiday rates will apply to shifts beginning at 12:00 a.m. the day of the holiday through 11:59 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 PM)
New Year's Day
Memorial Day
Independence Day
Easter

Thanksgiving Day
Labor Day
Christmas Eve (from 3 PM)
Christmas Day

_____ SCHOOL DISTRICT:

Signature

Printed Name & Title

Date

_____ Team Select Home Care

DocuSigned by:

Timothy Hart

Signature

Tim Hart, Vice President of Payor Relations
Printed Name & Title

8/20/2024

Date