## CONTRACT FOR SCHOOL HEATLH SERVICES (REVISED) BETWEEN THE BOARD OF EDUCATION OF GALION CITY SCHOOL DISTRICT AND THE GALION CITY HEALTH DEPARTMENT- BOARD OF HEALTH School Years 2020-2021

This agreement is made this 12<sup>th</sup> day of August, 2020, by and between the Galion City Health Department- Board of Health and the Board of Education of the Galion City School District. The Galion City Health Department- Board of Health hereinafter referred to as "GCHD", and The Board of Education of the Galion City School District, hereinafter referred to as "SCHOOL".

WHEREAS, The SCHOOL desires to engage the services of the GCHD to perform the services hereinafter described;

WHEREAS, the GCHD is capable and desirous of providing the services requested by the SCHOOL.

WHEREAS, the GCHD and the SCHOOL wish to redefine the terms of the contract for school years 2020-2021 and supersede previously signed contracts.

NOW, THEREFORE, be it resolved that the SCHOOL and the GCHD are able and willing to enter into this agreement for school health services.

Be it further resolved, the GCHD and the SCHOOL do mutually agree as follows:

- 1. The GCHD agrees to furnish to the SCHOOL the services of a trained, registered nurse (RN), licensed practical nurse (LPN), certified screener (CS), and/or medical assistant (MA), to be selected and employed by the GCHD, who shall aid the SCHOOL in rendering health services required by law in such ways as may be agreed upon by both parties as outlined in Attachment "A". The SCHOOL will allow GCHD to incorporate students (college interns such as nursing and medical assistant students) into duties provided as part of their educational curriculum.
- 2. GCHD will provide 40 hours per week, to administer agreed upon services. Travel time between the schools will be included in the hours per week.
- 3. The SCHOOL will permit the designated staff to attend mandatory GCHD staff meetings and GCHD mandated educational in-services/ trainings as determined in Attachment "A".
- 4. Days and times for health services to be provided will be determined by the GCHD Director of Nursing and/or Health Commissioner and the SCHOOL Superintendent. The SCHOOL will provide space at each school for required health screenings and computer access (ex. Laptop) to complete online record documentation. The SCHOOL will provide uninterrupted time for the assigned GCHD staff to contact parents via phone or mail, in regard to questions on allergies, medical conditions and medications parent have listed on Emergency Authorization Forms, data entry and medical record keeping.
- 5. The SCHOOL hereby agrees, in return for the school health services to be provided by the GCHD for the school year 2020-21, to compensate the GCHD at a rate of \$33.50 per hour (per RN or CS) \$28.50 per hour (per LPN), and/or \$18.00 per hour (per MA), mileage inclusive, for an approximate 1,650 hours of services provided based on the school calendar. The SCHOOL will make payments to the GCHD in monthly installments; based on timesheets provided by GCHD showing hours of service provided.
- 6. Both parties reserve the right to increase the number of hours and associated total costs for health services provided at the hourly rate agreed to herein through a written ADDENDUM to this agreement. Such ADDENDUM would need to be mutually agreed upon by both parties.
- 7. Acceptance of this contract is evidence that both parties will comply with Title VI VIII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act which prohibits discrimination because of race, color, national origin, handicap, age, sex, religion, and political affiliation in any facet of their operation except where such discrimination is a bona fide documented business necessity.
- 8. Acceptance of this contract is evidence of the health district's intent to comply with HIPPA, which ensures, in part, the confidentiality and safeguarding of protected health information, as well as other requirements set forth by law. Except as otherwise limited in this agreement, the GCHD may use or disclose Protected

Health Information to perform functions, activities or services for, or on behalf of the Board of Education of the Galion City School District, provided that such use or disclosure would not violate the Privacy Rule if done by the SCHOOL or the minimum necessary policies and procedures of the SCHOOL.

- 9. Both parties agree that they are equal opportunity providers of services and equal opportunity employers.
- 10. Either party may terminate this contract with a ninety (90) day written notice to the other party.
- 11. This agreement and any resulting disputes thereunder shall be interpreted under the laws of the State of Ohio.

In confirmation of this contract and in accordance with the provisions of 3313.72 of the Revised Code of Ohio, the signatures of the President and Clerk/ Treasurer of the Board of Education of the Galion City School District, and the President/ President Pro Tempore and Health Commissioner of the Galion City Health Department Board of Health, are hereby affixed.

BOARD OF EDUCATION	BOARD OF HEALTH
GALION CITY	GALION CITY
SCHOOL DISTRICT	HEALTH DEPARTMENT
By	Ву
President	President/ President Pro Tempore
And	And
Clerk/Treasurer	Health Commissioner
Date	Date