**CONTRACT FOR SCHOOLS HEATLH SERVICES**

**BETWEEN THE BOARD OF EDUCATION OF GALION CITY SCHOOLS DISTRICT**

**AND THE GALION CITY HEALTH DEPARTMENT- BOARD OF HEALTH**

**2023-2024 School Year**

This agreement is made this \_\_\_\_\_\_\_\_ day of July, 2023, 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” or “SCHOOLS”. In addition, July 1, 2023, through June 30, 2024, will define the 2023-2024 SCHOOL year.

WHEREAS**,** The SCHOOLS 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 SCHOOLS.

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

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

1. The GCHD agrees to furnish to the SCHOOLS the services of two trained, registered nurses (RN) to be selected and employed by the GCHD, who shall aid the SCHOOLS in rendering health services required by law in such ways as may be agreed upon by both parties as outlined in Attachment “A”. The SCHOOLS will allow GCHD to incorporate students (college interns such as nursing and medical assistant students) into duties provided as part of their educational curriculum. All GCHD staff/students who are new to working at the SCHOOLS will be required to complete new FBI/BCI background checks, even if those background checks have been completed within the prior five years.
2. GCHD will provide up to 40 hours per week of school health services, to administer agreed-upon services, for approximately 220 days. Travel time between the SCHOOLS will be included in the hours per week.
3. The SCHOOLS 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 SCHOOLS Superintendent and/or SCHOOLS Director of Student Services. The SCHOOLS will provide space at each SCHOOLS for required health screenings and computer access (ex. laptop) to complete online record documentation. The SCHOOLS 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 SCHOOLS hereby agree, in return for the SCHOOLS health services to be provided by the GCHD for the SCHOOL year 2023-2024, to be billed monthly. The monthly sum includes $4,166.66 for the wages of each nurse (totaling $8,333.32 per month for two nurses). In addition, an administrative fee of $750 per nurse will be charged (totaling $1,500 per month for two nurses). Furthermore, the SCHOOLS agree to pay the cost of benefits for each nurse, including health insurance, which would equal what the City of Galion would pay on behalf of their employees. This amount for benefits will be determined after each nurse selects the appropriate benefits for their respective situation. When new premium rates go into effect starting in January 2024, the SCHOOLS will continue paying 100% of the cost of benefits, minus any portion which gets deducted from the nurse’s paycheck to cover the employee portion of the premium.
6. When GCHD opts to send additional staff to train, assist or support the GCHD-employed nurses at the SCHOOLS, there will not be any additional charges to the SCHOOLS.
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 HIPAA, 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 SCHOOLS District, provided that such use or disclosure would not violate the Privacy Rule if done by the SCHOOLS or the minimum necessary policies and procedures of the SCHOOLS.
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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President President/President Pro Tempore

And \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ And\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Clerk/Treasurer Health Commissioner

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_