



Seneca County General Health District
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A CONTRACT BETWEEN MOHAWK LOCAL SCHOOL DISTRICT AND THE SENECA COUNTY GENERAL HEALTH DISTRICT

The Mohawk Local School District, hereinafter referred to as "Contractor", hereby contracts with the Seneca County General Health District, hereinafter referred to as "District", for the provision of school nursing health services for the 2024-2025 school year. It is mutually understood and agreed as follows:

1. The District agrees to:

- Provide necessary school nursing health services outlined in Exhibit A for the Contractor in accordance with the rules and regulations of the State of Ohio, the Ohio Department of Education, and the Ohio Department of Health.
- Furnish the services of a registered nurse (RN) selected, trained and employed by the District to provide school nursing services as agreed upon by both parties and outlined in Exhibit A. Any RN hired after July 1, 1992, must pass a background check by the Ohio Bureau of Criminal Investigation (BCI). A RN will be on-site five (5) days per week (Monday-Friday), excluding state or national holidays, weather-related courses, or other unforeseen circumstances. The District's Director of Nursing (DON) can be contacted at 419-447-36914 for special needs that arise during school hours.
- Provide the RN with medical direction by the District's Medical Director, a licensed physician, on matters relating to the school health program.
- Report any significant findings identified during the provision of such services to the Contractor and any other such information as may be needed by the Contractor.
- Prohibit discrimination on the basis of race, color, national origin, sex, religion, ancestry, disability, age, military status, genetic information, sexual orientation, and political affiliation in any facet of their services except where such discrimination is a bona fide documented business necessity. The District is an equal opportunity employer and provider of services.
- Invoice the Contractor by the 10th day of each month for services provided during the previous month. The invoice shall include the dates that services were provided, the total number of hours provided on each date (recorded in fifteen (15)-minute increments), and the amount of payment due. The District will submit the signed and dated invoice via email to the Contractor's Treasurer at rhonda.feasel@mohawklocal.org.

2. The Contractor agrees to:

- Reimburse the District the sum of \$36.75 per hour for up to 1,480 hours of school nursing health services provided by the District, with the cost not to exceed \$54,390.00.
- Make payment within thirty (30) days of receipt and approval of the District invoice.

- Provide a health record for each student that contains and documents current immunizations and physical information; school personnel will be responsible for transfers of health information to the cumulative records
 - Follow state and local laws and regulations regarding exclusion of students and staff with communicable disease.
 - Provide a room to be used for screening clinics and a volunteer to assist with the transfer of students on screening days to expedite the screening process.
 - Provide a room to be used for ill/injured students and personnel, as well as supervision for these students when the RN is not available.
 - Provide an uninterrupted meal break of one-half hour for the District RN. This unpaid meal break is necessary for the District to meet Fair Labor Standards Act (FLSA) requirements.
3. If the contracted hours will not support the provision of the school nursing services for the entire contract period, the District's Health Commissioner will notify the Contractor's Superintendent. If additional hours are mutually agreed upon in writing by both parties, services will be provided with additional hours at the same rate of \$36.75 per hour to the Contractor.
 4. If any school nursing services outside of the scope of Exhibit A are desired, the Contractor will work directly with the District's DON. If the Contractor and the District's DON are unable to reach an agreement, the District's Health Commissioner shall make a final decision regarding the delivery of said services. If additional services are mutually agreed upon in writing by both parties, these services will be provided at the same rate of \$36.75 per hour to the Contractor.
 5. The Contractor does hereby for itself, its heirs, executors, administrators, successors and assigns, agree to release, acquit, discharge, indemnify and hold harmless, the District, its employees, agents and assigns, all elected and appointed officials, both in their official and individual capacities and their employees, agents and assigns, from all losses, liabilities, damages, costs and expenses, including court costs and attorney fees, resulting from any claim or action for personal injury or property damage arising from the performance of work or the furnishing or use of materials by the District covered by this contract. This indemnity shall survive delivery of the goods or performance of the services under this contract.
 6. The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information (PHI) received from, or created or received by the Contractor on behalf of the District, agrees to the same restrictions and conditions that apply through this contract to the Contractor with respect to such information.
 7. Except as otherwise limited in this contract, the Contractor may use or disclose PHI to perform functions, activities or services for, or on behalf of the District, provided that such use or disclosure would not violate the Privacy Rule if done by the District or the minimum necessary policies and procedures of the District.

This contract shall take effect July 1, 2024, and continue through June 30, 2025. The contract may be terminated by either party upon a thirty (30) day written notice to the other party.

In confirmation of this contract and in accordance with the provisions of 3313.72 of the Revised Code of Ohio, the signatures of authorized representatives of the Contractor and the District are hereby affixed.

Mohawk Local School District

Superintendent

Date

5/22/2024

Treasurer

Date

5-22-2024

Seneca County General Health District

Health Commissioner

Date

06-07-2024

Approved as to Form:

Seneca County Prosecutor

Date

5/6/2024