

CONTRACT FOR SCHOOL NURSING SERVICES

By and Between
THE MANSFIELD/ONTARIO/RICHLAND COUNTY HEALTH DEPARTMENT
&
PIONEER CAREER & TECHNOLOGY CENTER

PREAMBLE

The Mansfield/Ontario/Richland County Health Department (hereinafter referred to as "**HEALTH DEPARTMENT**"), whose address is 555 Lexington Avenue, Mansfield, Ohio 44907, and Pioneer Career & Technology Center (hereinafter referred to as "**CLIENT**"), whose address is 27 Ryan Road, Shelby, Ohio 44875, hereby enter into this contract (hereinafter referred to as the "Contract"). Both **HEALTH DEPARTMENT** and **CLIENT** shall hereinafter also be known individually as a "Party" and collectively as "Parties".

In consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Parties agree as follows.

ARTICLE I Scope of Work and Deliverables

A. **HEALTH DEPARTMENT** shall provide school nursing services and perform the work as specified herein below:

1. State of Ohio Mandated Services

- a. Perform student immunization review, surveillance and follow-up;
- b. Complete and submit the Ohio Department of Health Immunization Assessment Report;
- c. Perform Medication Administration Training for staff designated by **CLIENT**;
- d. Perform Vision Screenings pursuant to the Ohio Department of Health guidelines;
- e. Perform Hearing Screenings pursuant to the Ohio Department of Health guidelines;
- f. **CLIENT** shall provide a room that is adequate in size and which provides an environment suitable for the performance of the above listed services.

2. Nursing Services

- a. Public Health Registered Nurses employed by **HEALTH DEPARTMENT** (hereinafter referred to as "Nurses" and "Nurse") shall provide certain nursing services (hereinafter referred to as "Services") to the students of **CLIENT**. Such Services shall be limited to those for which the Nurses have the training, experience and time to perform. Where direct care to students shall be performed, it shall be limited to that which is reasonable based on the time the Nurses have at **CLIENT's** facilities and the other duties and responsibilities the Nurses are expected to complete (i.e. immunization reviews and follow-up, medication reviews and adherence, mandated screenings, review of Emergency Medical Forms, development of Emergency Action Plans and development of Individualized Health Plans for students with health issues);
- b. If **CLIENT** requests that a daily procedure be performed by the Nurses, the **HEALTH DEPARTMENT** Public Health Nursing Supervisor and **HEALTH DEPARTMENT** Director of Nursing will review the Services generally performed by the Nurses and the acuity level of the

relevant student to determine if performing the requested daily procedure is reasonable in both time requirements and pursuant to safe nursing practice;

- c. Respond to Emergency Medical Situations within the scope of the Nurses' medical expertise and training;
 - d. Review Student Emergency Medical Forms and develop Individualized Health Plans for students with health issues. (Please note that this is a priority and will consume a portion of the Nurses time at the beginning of the school year);
 - e. Develop Emergency Action Plans. (Please note that this is also a priority and will consume a portion of the Nurses time at the beginning of the school year);
 - f. Provide **CLIENT** staff training for Emergency Response (diabetes, anaphylaxis, food allergies, asthma, seizures, etc.) and Emergency Medication Administration (glucagon, EpiPens, inhalers, diastat, etc.). (Please note that **CLIENT** shall identify the members of its staff to be trained and provide adequate time and space for such training);
 - g. Provide necessary training of delegated nursing tasks to Unlicensed Assistive Personnel of **CLIENT** (hereinafter referred to as "UAP");
 - h. Communicable Disease monitoring in collaboration with **HEALTH DEPARTMENT** Epidemiologist for education, reporting, and determining the need for exclusion of students with immunization exemptions;
 - i. Maintain appropriate documentation related to student health visits;
 - j. Participation in student IEP and 504 meetings as requested and appropriate;
 - k. Organize school clinic and maintain supplies (which are purchased by **CLIENT** at **CLIENT's** expense);
 - l. Perform/Provide Educational Training/Information on topics such as hand washing, dental, growth and development (puberty) as requested;
 - m. Perform Hepatitis B vaccine administration to **CLIENT** staff as requested. (Please note that **CLIENT** shall be billed for the cost of the vaccine);
 - n. ** Please note that the Nurses have a maximum lifting restriction of 35-40 pounds.
3. The Nurses assigned to **CLIENT** shall meet the requirements for House Bill 190 Background Checks and Ohio Revised Code §3319.073 in-service training in child abuse prevention programs.
 4. The Nurses are not functioning in any type of a supervisory role over anyone, including but not limited to any of **CLIENT's** employees, agents and subcontractors. (If a Licensed Practical Nurse is employed by the School District, the Nurses are not able to supervise the Licensed Practical Nurse).
 5. **HEALTH DEPARTMENT** Standing Orders written by the **HEALTH DEPARTMENT** Medical Director are written exclusively for use by the **HEALTH DEPARTMENT** Nurses and are not to be used by anyone other than the **HEALTH DEPARTMENT** Nurses.
 6. This Contract is for school nursing services only and nothing contained herein shall extend this Contract to **HEALTH DEPARTMENT** Medical Director services for **NON-HEALTH DEPARTMENT** employees. Accordingly, medical directions provided by the **HEALTH DEPARTMENT** Medical Director are for use only by the **HEALTH DEPARTMENT** Nurses. No medical directions shall be provided by the **HEALTH DEPARTMENT** Medical Director to any **NON-HEALTH DEPARTMENT** employee.

B. **CLIENT** shall provide the following resources to the Nurses at least one (1) week prior to the first day of **CLIENT's** classes:

1. **CLIENT** shall provide a work space for the Nurses that is adequate in size, has appropriate furniture/equipment, a locking file cabinet (in each school if serving more than one school), sufficient lighting, climate control, electrical service, internet service, telephone service, a printer and is private in order for the Nurses to perform the Services in a suitable environment.

2. A copy of **CLIENT's** policies related to school nursing care (Medication, Lice, Do Not Resuscitate, Food Allergy, AED, etc).
 3. A list of **CLIENT's** staff members who are designated to give medications to students.
 4. A list of **CLIENT's** Unlicensed Assistive Personnel who will need training in specific tasks for student care.
 5. A list of **CLIENT's** staff members who are certified in Cardiopulmonary Resuscitation.
- C. Nurses may be assigned and re-assigned through-out the school year. Where the Nurses assigned may change, the Services will remain the same.
 - D. Nursing Service hours are 8:00 A.M. to 3:00 P.M. Monday through Friday. The Nurses shall receive a paid working 30 minute lunch.
 - E. **HEALTH DEPARTMENT's** work week is thirty-seven (37) hours. If overtime is requested by **CLIENT**, it will be paid by **CLIENT** pursuant to the terms and conditions of the Labor Agreement adopted by the **HEALTH DEPARTMENT** and AFSCME Council 8, Local 3469 (attached hereto as "Exhibit B").
 - F. As **HEALTH DEPARTMENT** employees, in the event of a public health emergency, the Nurses may be temporarily removed from the **CLIENT** and reassigned in order to fulfill the **HEALTH DEPARTMENT's** public health emergency responsibilities. In such event, the Nurses will be returned to **CLIENT** as soon as possible.
 - G. As **HEALTH DEPARTMENT** employees, the Nurses will participate in Medicaid Administrative Claiming through the **HEALTH DEPARTMENT**. If **CLIENT** participates in the Medicaid School Program, **CLIENT** shall not claim the contracted nursing services received from this Contract through the Medicaid School Program.
 - H. As **HEALTH DEPARTMENT** employees, the Nurses must attend mandatory **HEALTH DEPARTMENT** meetings and/or trainings as required and scheduled by **HEALTH DEPARTMENT**. The dates and times of these meetings/trainings will be communicated to **CLIENT** in advance of such events.
 - I. **HEALTH DEPARTMENT** may, from time to time as it deems appropriate, communicate specific instructions and requests to **CLIENT** concerning the performance of the Services described in this Contract. Upon such notice, and within ten (10) days after receipt of instructions, **CLIENT** shall comply with such instructions and fulfill such request(s) to the full satisfaction of **HEALTH DEPARTMENT**. It is expressly understood by the Parties that these instructions and requests are for the sole purpose of insuring satisfactory completion of the Services described in this Contract. They are not intended to amend or alter this Contract or any part thereof. All such instructions and requests shall be communicated to **CLIENT** by the **HEALTH DEPARTMENT**.
 - J. **CLIENT** shall consult with the **HEALTH DEPARTMENT** Public Health Nursing Supervisor as necessary to insure mutual understanding of the work to be performed and the satisfactory completion thereof.

ARTICLE II

Time & Location of Performance

- A. This Contract shall be in effect from July 1, 2013, or upon execution by both Parties, whichever is later (hereinafter referred to as "Effective Date"), through June 30, 2014, unless this Contract is suspended or terminated pursuant to **ARTICLE IX** prior to the termination date of June 30, 2014.
- B. The Nurse shall begin providing Services for **CLIENT** on August 20, 2013. The Nurse shall be scheduled off on August 21, 2013, shall return on August 22, 2013, and shall continue thereafter working through the remainder of the school year.

- C. The Nurse shall work seven (7) hours per day, Monday through Friday, up to a maximum of one-hundred-eighty (180) days.
- D. The Services shall be provided on-site at the 27 Ryan Road campus.

ARTICLE III

Compensation for Services

- A. In consideration of the Services provided pursuant to **ARTICLE I** of this Contract, **CLIENT** agrees to pay compensation in the amount of \$42.00 per hour for thirty-five (35) hours per week of Services. In the event additional hours of Services are requested by **CLIENT**, the first two (2) additional hours shall be billed at \$42.00 per hour. All other additional hours of Services (beyond a total of 37 hours per week of Services) shall be billed at one-and-one-half times the normal rate (\$63.00 per hour).
- B. **CLIENT** shall pay **HEALTH DEPARTMENT** within thirty (30) days of the date of each invoice.
- C. **HEALTH DEPARTMENT** shall utilize its billing procedures for any appropriate billing related to Nurse activities.
- D. **HEALTH DEPARTMENT** represents that:
 - 1. It intends to maintain this Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to perform the services due hereunder during such period; and
 - 2. It will use its best effort to obtain the appropriation of any necessary funds during the term of this Contract.

However, it is understood by **CLIENT** that the availability of funds to perform this Contract is contingent on appropriations made by the Ohio Department of Health, the Ohio General Assembly, and if applicable, the federal funding source. If the Ohio Department of Health, the Ohio General Assembly, or the federal funding source fail at any time to continue funding **HEALTH DEPARTMENT** for the resources to be utilized hereunder, this Contract is terminated as of the date funding expires without further obligation of **HEALTH DEPARTMENT**.

- E. **CLIENT** shall not bill anyone for any Services performed pursuant to this Contract.
- F. All sick, holiday and vacation time of the Nurses will be paid by **HEALTH DEPARTMENT**.
- G. One in-service per year will be funded (registration, time and mileage) by **CLIENT** for each nurse providing Services of at least twenty (20) hours per week to **CLIENT**. The time paid for the in-service will be in accordance with **HEALTH DEPARTMENT**'s Travel Policy (attached hereto as "Exhibit A").
- H. Mileage accrued by the Nurses during contracted **CLIENT** time will be charged to **CLIENT** on a monthly basis. The mileage will be charged in accordance with **HEALTH DEPARTMENT**'s Travel Policy.

ARTICLE IV

Independent Contractor

- A. No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract. Inasmuch as **CLIENT** is interested in the **HEALTH DEPARTMENT**'s services, **CLIENT** does not control the manner in which the **HEALTH DEPARTMENT** performs this Contract.

- B. No provision contained in this Contract shall be construed as entitling **CLIENT** to participate in any hospital plans, medical plans, sick leave benefits, vacation, or other benefits available to employees of **HEALTH DEPARTMENT** or to become a member of the Public Employees Retirement System.

ARTICLE V

Ethics

- A. **CLIENT** shall not promise or give to any **HEALTH DEPARTMENT** employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. **CLIENT** shall not solicit any **HEALTH DEPARTMENT** employee to violate any **HEALTH DEPARTMENT** rule or policy relating to the conduct of contracting parties or to violate any sections of the Ohio Revised Code.

ARTICLE VI

Records, Documents and Information

All records, documents, writings or other information produced or used by the **CLIENT** in the performance of this Contract shall be treated according to the following terms:

- A. All **HEALTH DEPARTMENT** information which, under the laws of the State of Ohio, is classified as public or private, will be treated as such by **CLIENT**. Where there is a question as to whether information is public or private, **HEALTH DEPARTMENT** shall make the final determination. **CLIENT** agrees to be bound by the strictest standards of confidentiality that apply to the employees of **HEALTH DEPARTMENT** and the State of Ohio.
- B. All proprietary information of **CLIENT** shall be held to be strictly confidential by **HEALTH DEPARTMENT**. Proprietary information is information which, if made public, would put the **CLIENT** at a disadvantage in the market place and trade of which the **CLIENT** is a part. The **CLIENT** is responsible for notifying **HEALTH DEPARTMENT** of the nature of the information prior to its release to **HEALTH DEPARTMENT**. **HEALTH DEPARTMENT** reserves the right to require reasonable evidence of the **CLIENT**'s assertion of the proprietary nature of any information to be provided.

ARTICLE VII

Limitation of Liability

- A. **CLIENT** agrees to accept and be fully and exclusively responsible for its own acts and/or omissions, as well as those acts and/or omissions of its employees, agents, vendors and subcontractors (excluding **HEALTH DEPARTMENT**), and nothing in this Contract shall be interpreted or construed to place any such responsibility for the professional acts or omissions of any of these individuals or organizations onto the **HEALTH DEPARTMENT**.
- B. Neither Party is responsible to the other Party for non-performance or delay in performance of the terms of this Contract due to acts of God, wars, riots, strikes, or other causes beyond the reasonable control of the Parties.

ARTICLE VIII
Disclosure of Personal Health Information

- A. **CLIENT** hereby agrees that the information provided or made available by **HEALTH DEPARTMENT** and the information created as a result of this Contract, shall not be used or disclosed other than as permitted or required by this Contract or as required by law. **CLIENT** will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Contract. **CLIENT** shall immediately report to **HEALTH DEPARTMENT** any discovery of use or disclosure of information not provided for or allowed by this Contract.

ARTICLE IX
Suspension and Termination

- A. **HEALTH DEPARTMENT** may suspend or terminate this Contract for any reason thirty (30) calendar days after delivery of written notice to **CLIENT**. **HEALTH DEPARTMENT** may suspend or terminate this Contract immediately after delivery of written notice to the **CLIENT** if **HEALTH DEPARTMENT**:
1. Discovers any illegal conduct on the part of **CLIENT**;
 2. Discovers a violation of **ARTICLE V**;
 3. Is subject to a loss of funding as set forth in **ARTICLE III(D)**; or
 4. Discovers a violation of **Article VI(A)**.
- B. In the event of suspension or termination under this Article, **HEALTH DEPARTMENT** shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination or suspension, which shall be calculated by **HEALTH DEPARTMENT** based on the rate set forth in **ARTICLE III**, less any funds previously paid by or on behalf of **CLIENT**.

ARTICLE X
Breach or Default

- A. Upon breach or default by **CLIENT** of any of the provisions, obligations or duties contained in this Contract, **HEALTH DEPARTMENT** may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and **HEALTH DEPARTMENT** retains the right to exercise all remedies hereinabove mentioned.
- B. If **HEALTH DEPARTMENT** or **CLIENT** fails to perform an obligation or obligations under this Contract, and thereafter such failure is waived by the other Party, such waiver shall be limited to the particular failure so waived and shall not be deemed to waive any other failures hereunder. Waiver by **HEALTH DEPARTMENT** shall not be effective unless it is in writing and signed by the **HEALTH DEPARTMENT** Director of Nursing or Health Commissioner.

ARTICLE XI
Amendments

This Contract constitutes the entire agreement between the Parties with respect to all matters herein. This Contract may be amended only by a writing signed by both Parties. However, it is agreed by the Parties that any amendments to laws or regulations that are cited herein will result in the correlative modification of this Contract, without the

necessity for executing written amendments. Any written amendments to this Contract shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.

ARTICLE XII

Assignment

CLIENT shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of **HEALTH DEPARTMENT**. Any such requested assignments must be submitted to the **HEALTH DEPARTMENT** for review and approval/denial at least thirty (30) business days prior to the requested effective date.

ARTICLE XIII

Execution

This Contract may be executed in duplicate counterparts, all of which shall be deemed to be a part of one integrated complete document. Any counterpart or other signature hereupon delivered by facsimile or electronic image shall be deemed for all purposes as constituting good and valid execution and delivery of this Contract by such Party.

ARTICLE XIV

Construction

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Contract. Should any portion of this Contract be found unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Contract shall not be affected thereby, provided that the absence of the unenforceable provision does not render the performance of the remainder of the Contract impossible.

IN WITNESS WHEREOF, the Parties, by signing below, indicate their agreement to the above.

PIONEER CAREER & TECHNOLOGY CENTER

MANSFIELD/ONTARIO/RICHLAND COUNTY
HEALTH DEPARTMENT


Glenna Cannon
Superintendent
Pioneer Career & Technology Center

Stan Saalman
Health Commissioner
Mansfield/Ontario/Richland County Health Department

Date: May 28, 2013

Date: _____

Approved as to form: _____
James J. Mayer, Jr., Richland County Prosecutor