

**CONTRACT
FOR
SCHOOL NURSING SERVICES**

WHEREAS, the Pioneer Career & Technology Center, hereinafter referred to as (Pioneer), desires to obtain nursing services for their students and the Mansfield/Ontario/Richland County Health Department, hereinafter referred to as (Health Department), has the ability to provide these services in a competent, efficient manner, this contract is entered into for the provision of school nurse services provided by public health registered nurses employed by the Health Department. The Health Department will provide supervision of the public health nurse without additional cost. Conditions of the services are as follows:

I. NURSING SERVICE

The Health Department will employ a registered nurse to provide:

- A. Communicable disease management (no charge)
- B. School nursing services (provided on a per hour charge)
- C. As a Health Department employee, the public health nurse will participate in Medicaid Administrative Claiming through the Health Department. If the school district participates in the Medicaid School Program, the school district will not claim the contracted nursing services through the Medicaid School Program.
- D. The Health Department public health nurses who are assigned to work in the schools will meet the requirements for House Bill 190 Background Check and Ohio Revised Code §3319.073 in-service training in child abuse prevention programs.

II. TIME

The Health Department will provide nursing service for seven (7) hours per day. Hours will be provided according to the following arrangement: daily, on-site at 27 Ryan Road campus, to a maximum of 180 days. First day of service will be August 23, 2012 for new teacher in-service. The nurse will be scheduled off on August 24, 2012 unless otherwise requested by Pioneer. The first day with students will be August 27, 2012. Service hours are 8:00 a.m. to 3:00 p.m. Monday through Friday.

*Sick, holiday and vacation time will be paid by the Health Department.

*One in-service per year will be funded (registration, time and mileage) for the public health nurse assigned to Pioneer. The time paid for the in-service will be in accordance with the Health Department Travel Policy (attached hereto as "**Exhibit A**").

*Mileage accrued by the public health nurse during contracted school time will be charged to the district on a monthly basis. The mileage will be charged in accordance with the Health Department Travel Policy.

* The Health Department work week is 37 hours. If overtime is requested by the school, it will be paid by the school as outlined in the Labor Agreement adopted by the Health Department and AFSCME, Council 8, Local 3469 (attached hereto as "Exhibit B").

*As a Health Department employee, the public health nurse must attend mandatory Health Department meetings and/or trainings as scheduled. These dates and times will be communicated to the School.

*As a Health Department employee, in the event of a public health emergency, the public health nurse may be reassigned, through mutual agreement with the School, to fulfill the Health Department's public health emergency preparedness responsibility.

III. FEES

In consideration for the service to be provided, Pioneer will compensate the Health Department at a rate of \$42.00 for each hour of nursing service provided for 180 days and/or any additional time requested by the school.

IV. PAYMENT

The School will receive a monthly invoice for actual charges by the 15th of each month. All payments under this contract shall be made to the Board of Health within thirty (30) days of the receipt of the invoice.

V. POLICY OF NON-DISCRIMINATION

Acceptance of this contract/agreement of authorization is evidence of our intent to comply with Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act which prohibit discrimination because of race, color, national origin, handicap (age, sex and/or religion where applicable), in any facet of our operation.

VI. HIPAA COMPLIANCE

The Health Department agrees not to use or disclose Protected Health Information (PHI) other than as permitted or required by this agreement unless disclosure is required by law. The Health Department will obtain reasonable assurances from the person to whom the disclosure is made that the PHI released will be held confidential, and only shall be used or further disclosed as required by law. The Health Department agrees to use the appropriate safeguards to prevent use or disclosure of PHI and agrees to notify Pioneer of any breaches of confidentiality.

VII. TERM OF CONTRACT

This contract shall be in full force and effect for the 2012-2013 school year beginning July 1, 2012 and ending June 30, 2013. This contract may be canceled by either party due to reason of Health Department staff changes or an inability to provide continued service upon written notification to the other party of at least thirty (30) days prior to termination.

The above terms and conditions are hereby agreed to and accepted by:

**MANSFIELD/ONTARIO/RICHLAND COUNTY
HEALTH DEPARTMENT**

 4/21/12
Stan Saalman, Health Commissioner Date

PIONEER CAREER & TECHNOLOGY CENTER

Superintendent Date

APPROVED AS TO FORM:

/s/James J. Mayer, Jr./s/
James J. Mayer, Jr., Richland County Prosecutor