

**SERVICE CONTRACT
FOR
SCHOOL NURSE SERVICES**

THIS AGREEMENT is made by and between A Golden Touch Health Care Agency, LLC a Health Care Service, hereinafter referred to as the "AGENCY", and Richmond Heights Local School District, hereinafter referred to as the "DISTRICT".

WHEREAS the DISTRICT desires to have certain services performed and provided by the AGENCY, as set forth hereafter, which services require specialized skills and abilities; and

WHEREAS, the AGENCY, employs qualified personnel who possess sufficient skills and abilities, including technical and professional expertise where required, to perform the services set forth hereafter in this Agreement: now therefore

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereto

HEREBY AGREE AS FOLLOWS:

I – SERVICES TO BE PROVIDED BY AGENCY

A. SCHOOL NURSE SERVICES:

The AGENCY shall provide nursing services which include: assessment and treatment within the scope of professional nursing practice, communication with parents and teachers, provide physician referral for emergencies, provide direct care to students, health education and communicable disease investigation, assessment of health complaints, medication administration, provide care for students with special health care needs, provide interventions for acute and chronic illness, injuries and emergencies.

II – DURATION OF AGREEMENT/TERMINATION

This agreement is deemed to have commenced on the 31st day of August 2021 and shall remain in effect through August 2022 unless amended or terminated earlier pursuant to this agreement.

This agreement may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this agreement.

Termination prior to the agreed termination date will require (30) days written notice from either party with pro rata payment being made to the date of termination.

III – COMPENSATION AND METHOD OF PAYMENT

The DISTRICT shall compensate the AGENCY for services performed under this agreement as follows:

The DISTRICT will pay the AGENCY at a rate of \$64 per hour for the agreed upon nursing service provided. The hours of provided services will be documented and billed to the DISTRICT upon agreed service rate.

The AGENCY agrees to pay any local, state or federal taxes applicable to compensation or income received by the AGENCY pursuant to this agreement.

The DISTRICT agrees not to bill nurse hours to State Administrative match for any outreach, linkage or system development6 activities

IV – COMPLIANCE WITH LAWS

The AGENCY, in performance of this agreement agrees to comply with all applicable local, state, and federal laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this agreement to assure quality of services.

The AGENCY is aware of and in compliance with the requirements of the Americans With Disabilities Act and its regulations.

V- NON DISCRIMINATION IN SERVICES

The AGENCY shall not discriminate against any person presenting himself/herself for service because of race, religion, color, sex, age, natural origin or mental/sensory disability or other4 handicaps.

VI – INSURANCE

The AGENCY agrees to carry adequate liability insurance.

VII – INDEMNIFICATION/HOLD HARMLESS

Each of the parties agrees to6 indemnify and hold the other harmless from and against all loss and damage, and all claims, demands, suits, liabilities and payments, including cost of defense, arising in whole or in part, out of the negligent act or omission of an indemnitor, its officers, employees, agents or subcontractors, or the negligent act or omission of any person for4 which an indemnitor or subcontractor is held liable.

However, if any losses, damages, claims, demands, suits, liabilities and payments, including cost of defense, arise out of or result from the concurrent

negligence of (a) the AGENCY, officers, employees, agents, subcontractors or any other person for the AGENCY is held liable, and (b) the DISTRICT, its officers, employees, agents, subcontractors or any other person for which the DISTRICT is held liable, this indemnity provision shall be valid and enforceable only to the extent of the negligence of an indemnitor's officers, employees, agents, subcontractors, or any other person for which an indemnitor is held liable.

VIII – SAVINGS AND SEVERABILITY

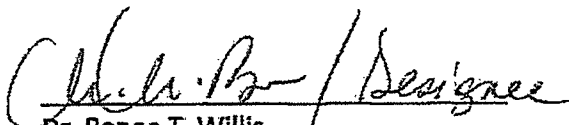
If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severable and the remainder of this agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

IX – ENTIRE AGREEMENT


The parties agree that this agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Further, any modification of this agreement shall be in writing and signed by both parties.


IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 31 day of August, 2021

RICHMOND HEIGHTS LOCAL SCHOOLS DISTRICT


Dr. Renee T. Willis.
Superintendent/Designee

**A GOLDEN TOUCH HEALTH
CARE AGENCY, LLC**


Kim Allen, BSHCA
Executive Administrator, CEO


Bynetta Hall, RN BSN
Director of Nursing, CEO