

AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of July 2025 by and between the **BIBB COUNTY SCHOOL DISTRICT** (the "School District") and **ATRIUM HEALTH NAVICENT**

RECITALS:

1. Since December 7, 1994, the parties have entered into annual Operating Agreements for the establishment of certain school health clinics and the provision of health care services in the schools operated by the School District.
2. The parties desire to continue the services provided by Medical Center Navicent Health in the schools operated by the School District.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the parties do agree as follows:

1. The parties will continue the operation of primary care clinics known as "The Schoolhouse Health Center" in space provided by the School District in each of the schools operated by the School District.
2. The School District will provide all utilities and custodial services for operation of the clinics.
3. The services provided in the primary care clinics by Atrium Health Navicent will be as set forth on Attachment "A" to this Agreement. Any additional services must be included in a revised Amendment "A" approved in advance by the School District and the Atrium Health Navicent. Atrium Health Navicent acknowledges and agrees to abide by the provisions of O.C.G.A. § 20-2-773 which prohibits the provision in the clinics of the following health services: (1) distribution of contraceptives; (2) performance of abortions; (3) referrals for abortion; or (4) dispensing abortifacients.
4. Atrium Health Navicent will hire, supervise and direct the work of the Registered Nurses, Licensed Practical Nurses and Unlicensed personnel employed by Atrium Health Navicent to provide the services listed in Attachment "A." School District understands and agrees that such personnel are employees of Atrium Health Navicent and are entitled to the benefits that flow from employment with Atrium Health Navicent, including, but not limited to, annual wage increases.
5. Atrium Health Navicent personnel assigned to Schoolhouse Health will be available to assist the teachers and staff with the teaching of board approved curriculum units developed pursuant to Board Policies I DBA, Sex Education/AIDS Prevention and IDBB, Drug Abuse Education. Such assistance shall be given only at the request of the principal and shall include only the educational materials and discussion topics set forth in the curriculum approved by the Board of Public Education for Bibb County.
6. Atrium Health Navicent will provide the nursing services contemplated by this Agreement for an amount of \$1,628,238.00 subject to any and all wage increases allotted to the employees of Atrium Health Navicent, for the period of the School District's fiscal year which begins on July 1, 2025 (hereinafter, "Effective Date") and ends on June 30, 2026. Fees shall be billed monthly, in arrears, by Atrium Health Navicent according to the Schoolhouse Health Budget attached hereto as Attachment "B." The School District shall pay such invoices within fifteen days (15) of receipt.

7. This Agreement covers only the provision of and payment for the personnel costs of supplying nursing services. Equipment, supplies and medicines necessary for the operation of the Health Centers shall be obtained by the parties from other funds or donations obtained for such purposes.
8. Atrium Health Navicent shall not be financially responsible for any capital expenditures for physical renovations to The Schoolhouse Health Clinics or any other facility of the School District.
9. To the extent permitted by law, Atrium Health Navicent shall indemnify and hold harmless the School District from and against any and all claims, damages, suits, losses, expenses, attorney's fees or costs which the School District may incur or be liable for as a result of the operational activities of Atrium Health Navicent personnel at the clinics or which may result in any way from the rendering of professional services by Atrium Health Navicent employees, consultants, or agents, including any and all such claims as may be asserted against the School District by employees, consultants and agents of Atrium Health Navicent. This indemnity specifically includes expenses and attorney's fees incurred in the defense of any legal action brought against the School District resulting from such operational activities or rendering of professional services. Similarly, the School District shall indemnify and hold harmless Atrium Health Navicent from and against any and all claims, damages, suits, losses, expenses, attorney's fees or costs which Atrium Health Navicent may incur or be liable for as a result of the operational activities of School District personnel at the clinic or which may result from the sole negligence of any school district agent or employee.
10. Atrium Health Navicent agrees to maintain or require its employees, consultants and agents performing services through the clinics to maintain professional liability insurance with limits for personal injury and death of at least \$1,000,000 per occurrence, and casualty insurance insuring Atrium Health Navicent against loss or damage to its equipment and other personal property by fire and other casualties usually covered under an "all risk" policy of casualty insurance. Atrium Health Navicent shall furnish the School District with proof of all such insurance at least annually and upon demand of the School District.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officials and officers, pursuant to appropriate resolutions duly and properly adopted by each, have caused this Agreement to be executed in duplicate and the official seals of each attached as of the day and year first written above.

[SIGNATURES ON FOLLOWING PAGE]

THE BIBB COUNTY SCHOOL DISTRICT

[SEAL]

Dan Sims, Superintendent of Schools

[SEAL]

ATRIUM HEALTH NAVICENT

Kimberly Shrewsbury, EVP Enterprise CFO

Attachment "A"

CLINIC SERVICES TO BE PROVIDED

- ☐ General Primary Nursing Care
- ☐ Topical agents (Hydrocortisone Cream, Anti-fungal, Neosporin, Betadine, Caladryl)
- ☐ Routine nursing assessments
- ☐ Referrals for family planning methods other than for abortions
- ☐ Nursing diagnosis and treatment of acute illness/injury
- ☐ Dental screenings
- ☐ Nursing diagnosis and management of chronic illness/injury
- ☐ Health education
- ☐ Referrals for illnesses not suitable for diagnosis and/or treatment in the school-based clinic
- ☐ Nutrition education
- ☐ Weight reduction programs
- ☐ Blood sugar screening
- ☐ Parenting education
- ☐ Blood pressure monitoring
- ☐ OTC medication administration (Tylenol, Advil, Maalox, Chloraseptic)

Attachment "B"

Atrium Health Navicent Schoolhouse Health

School Year 2025-2026

Proposed Budget SY 2025-2026		
SHH Staff – Coordinator (1), RN (8) LPN (22) Tech (2); also includes PRN/Sub (1)		\$1,510,806.00
Leave accrual cost		\$ 113,475.00
Mileage		\$ 958
Salary, Benefit, Leave Total		\$ 1,625,238.00
Nursing Administration fee		\$ 3,000.00
Total Proposed Budget		\$ 1,628,238.00