

THIS CONTRACT, between

(First Party)

Todd County Board of Education

205 Airport Rd.

Elkton, KY 42220

and

**Todd County
Health Department**

(Health Department)

205 McReynolds Drive

Elkton, KY 42220

is effective July 1, 2013 and ends June 30, 2014.

WITNESSETH THAT:

The purpose of this contract is to establish a **School Satellite Clinic Site** through a mutual agreement with the Board of Education at Todd County Middle School, North Todd Elementary, and South Todd Elementary. The school nurse will function within her scope of practice as mandated by the Kentucky Board of Nursing and the National Association of School Nurses (NASN, and American Nurses Association (ANA) *Scope and Standards of Practice* (2005). Protocols will be followed as written in the Core Clinic Service Guide (CCSG) approved by the Medical Director at the Todd County Health Department.

1. The Health Department agrees to provide the following:

A. **Equipment:** Please reference the attached inventory list

Equipment repair and maintenance will be the responsibility of the Health Department, who retains ownership of or is using the equipment.

- B. The nurse may provide students access to Well Child exams, required immunizations, acute and chronic illness screenings, required treatments, administration of medication, counseling, case management, management of children with special health needs such as diabetes, glucagons, and epi pens (refer to 2F), referral and follow-up. **The following services will be provided upon request if the school nurse is available and not as a mass screening event: vision and hearing screening rechecks, lice screening rechecks and individual/classroom health promotion/education.** According to amended 702 KAR 1:160 for 2012-2013, Scoliosis Screenings are to be included in the preventive well child examinations, and no longer required to be performed by KDE and/or contracted personnel. This service may be omitted per LHD discretion. The nurse will jointly provide, along with school staff, training for medication administration and other health related trainings.

- C. The Health Department agrees to provide up to 185 days (minus staff leave time as described in item 2F) of Registered Nurse (RN) staff time for each site per terms of this contract. The Health Department reserves the right to place additional staff at the school to assist assigned staff with temporary periods of high patient volume or extreme abnormal patient acuity levels. If the contracted school nurses cannot maintain an adequate level of quality patient care at any point during the school year, the Health Department may request an additional nurse to be contracted for the school. The **School Satellite Clinic Site** shall not exceed a nurse-student ratio of one nurse per 750 students. A primary school nurse shall be contracted to provide services at one school site only to ensure quality healthcare and accountability.
- D. Additional services for district staff may include but are not limited to the Humana Vitality program screening, educational classes, and adult immunizations.
- E. Off-site services such as flu clinic, TB Skin Tests, and education programs may be provided for Todd County Central High School students upon request. No clinic services will be provided at this location. If it is determined that contracted services are needed for this location, an additional contracted amount would be agreed upon by both parties, which would require an addendum to the contract.
- F. The school nurse may be off without coverage (back-up) if a replacement RN is not available. The following are reasons the school nurse may be absent: illness, death, continuing education classes, required staff meetings, resignation, and public health emergencies.
- G. The nurse is required to take a 30 minutes lunch break each day at a designated time agreed upon by both the nurse and the principal. Students will not be seen during the nurse's lunch break except for emergencies.
- H. The Health Department agrees to provide malpractice insurance coverage for all providers of contracted services. The first party agrees to provide insurance coverage for the school employees, school facility, and property.
- I. The student records are confidential and are the property of the Health Department. The students' health information will only be disclosed by the Health Department as permitted by the Privacy Regulations contained within the Health Insurance Portability & Accountability Act of 1996.
- J. The health department will bill Medicaid for applicable services covered by the Medicaid Preventive Services program. Services covered under a student's IEP and billable to Medicaid by the Board of Education will not be billed by the Health Department. In accordance with Kentucky Administrative Regulation 902 KAR 8:170 Section 3, no charges or co-payments will be billed to the students for services covered under this contract.
- K. The nurse shall not be responsible for attending student field trips, but shall advise education staff on precautions and planning for students with health issues who will be on the trips. The Health Department may provide a nurse for field trips upon written request by the Board of Education at least two weeks in advance at a rate of \$20.00 per hour.

- L. The Health Department Nursing Supervisor will be responsible to providing consent information to the District Nurse Coordinator to be placed in parent packets for the beginning of next school year.
- M. The Health Department will be responsible for direct supervision for nursing staff assigned to any school.
- N. If abuse of a student is suspected, the appropriate form must be filled out. A copy of the form will need to be placed in the patient's chart and copies given to: the Board of Education, attention **Wayne Benningfield** and one will need to be placed in a separate file.

2. The Todd County Board of Education agrees to provide the following:

- A. Space providing privacy and sufficient quietness to be conducive to an effective clinic environment that meets security standards to ensure safe keeping of all Health Department owned assets as well as all protected health information as identified by HIPAA laws and regulations.
 - 1- room with a door that locks with sink and hot & cold running water, paper towels, and hand soap. Clinic sites should be easily accessible to restroom facilities.
- B. Equipment per site:
 - 1 exam tables
 - 1 desk and chair
 - 1 telephone, phone jack plus monthly phone charges
 - 1 Access to copier and paper for copier
 - 1 AEDChairs for waiting area
Access to and maintenance of computer with internet access, e-mail capabilities, as well as access to the Infinite Campus (for the purpose of accessing student location and emergency contact information) and Microsoft Excel
- C. Insurance coverage for equipment owned by the Health Department and housed as noted in Section 1.
- D. Principals and teachers will cooperate with scheduling to make students available for services requested.
- E. The District Nurse and/or school staff will notify the school nurse at least 1 week prior to a school field trip. This allows the school nurse to make provisions for medication delegation.
- F. The Board of Education will provide teachers with information about accessing the joint medication administration training on TRAIN and oversee the check off of Unlicensed Assistive Personnel (UAP) appointed by school administration according to the guidelines developed collaboratively between the Kentucky Department of Education, the Kentucky Department for Public Health, and in consultation with the Kentucky Board of Nursing to ensure compliance

with 201 KAR 20:400, KRS 156.502, and 704 KAR 1:160. The Todd County Health Department will be responsible for the delegation and supervision of medication administration to unlicensed personnel as well as assisting in administering the medication to the trained school personnel, accounting for medication when it is returned, and completing the medication log showing medication was administered.

- a. First Party will provide liability insurance for their employee to cover services provided by the UAP (school board employees).
 - b. Health Department will provide liability insurance to cover board of health employees.
 - c. Training will be provided for UAP designated by the school district administration prior to the beginning of the first day of school for students, which is August 7, 2013. Training will be provided at one location for all schools within the school district at the agreed upon time between the First Party and the Health Department (a time slot of up to four hours will be required to adequately train the UAP).
 - d. First Party will maintain policies and records for routine and emergency medication administration.
- G. The location of the School Satellite Clinic Site will not be moved without a thirty day written notification from the First Party to the Health Department.
- H. The First Party will ensure that consent forms turned in by parents for school clinic services are submitted to the school nurse in a timely manner so that services can be carried out as soon as possible.
- I. Standard health records are required of the Kentucky Department of Education by 704 KAR 4:020. These health records that are mandated and initiated by the Todd County School System are filed in the students' education record and may include copies of health screenings and health records documented by the school nurse. The student's education record is the property of the Todd County Board of Education and is protected by FERPA.
- J. The First Party agrees to notify the Health Department School Nurse Supervisor or the Director in the event that the power goes out in any of the schools included in the contract. This measure is to safeguard vaccines that are stored in each School Satellite Clinic Site so that emergency storage procedures can be taken.
- K. The First Party agrees to contract with the Health Department at the rate of \$25,000 per school nurse per year, for three school nurses.
- K. IEP Services: In the school system, there are children with special health care needs who have an Individualized Education Plan (IEP). When nursing services are required as part of the IEP, they will be carried out by the Todd County Health Department nurse. However, the Health Department shall not bill for these services; the billing for these services must be through the Board of Education, as follows:
- A. The Todd County Health Department shall provide a registered nurse to provide nursing services included in each student's IEP.

- B. The Todd County Board of Education shall provide the Todd County Health Department nurse a list of those students having an Individualized Education Plan (IEP) that requires nursing services, as well as identifying the nursing services and frequency of each service the student is to receive.
- C. The Todd County Health Department nurse shall provide nursing services according to each student's IEP.
- D. The Todd County Health Department nurse shall complete appropriate billing forms for each nursing service and submit them to the Todd County Board of Education for transmittal to the appropriate party.
- E. The Todd County Board of Education shall process the billings for those services provided as part of the IEP by the Todd County Health Department nurse. For Medicaid-eligible children, these shall be billed under Provider 21 (education).
- F. The Todd County Health Department nurse shall maintain a confidential medical record on each student receiving nursing services according to an IEP.
- G. The Todd County Board of Education shall reimburse the Todd County Health Department _____ for IEP services provided by the Health Department nurse. The Todd County Health Department shall provide an invoice to the Todd County Board of Education every month/quarter/year with the documentation of IEP services provided by the Health Department nurse.
3. The hours of operation for the satellite clinic will be determined through mutual agreement by all parties. For the purposes of this agreement, the workday will be 7:15am till 3:30pm, allowing for the nurse's 30 minute lunch break. Clinic hours may be subject to change if a staff meeting is held on an early release Friday. The **School Satellite Clinic Site** may be used outside of school hours for health services for the community at a time mutually agreeable to all parties.
4. For the services described in the contract, the health department will mail **invoices in September, January, and May**. Payment is due from the school upon receipt of appropriate billing.
5. This agreement may be renewed for another 12 months beginning July 1, 2013, if agreed to by both parties. Agreement may be terminated following **15** days written notification by either party and prorated payment shall be rendered.
6. Each party to this contract agrees to indemnify, defend, and hold harmless the other and their respective directors, officers, and employees, from any and all liabilities, damages, losses, expenses, demands, claims, suits or judgments, including reasonable attorney fees, and expense in any way related to the other's acts hereunder giving rise to a cause of action against the other party. Each party's obligation to so indemnify, defend, and hold harmless the other, shall survive the expiration or earlier termination of this contract.

The First Party agrees to abide by the rules and regulations regarding the confidentiality of personal medical records as mandated by the Health Insurance Portability and Accountability Act (42 USC 1320d) and set forth in federal regulations at 45 CFR Parts 160 and 164.

The First Party agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all implementing regulations and executive orders. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the basis of race, color, age, religion, sex, disability or national origin. This includes the provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this contract.

Section 601 of Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d), provides that no person shall "on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

In 1974 the Supreme Court (Lau v. Nichols, 414 U.S. 563) interpreted regulations promulgated by the former Department of Health, Education and Welfare (HHH's predecessor), 45 CFR 80.3 (b) (2), to hold that Title VI prohibits conduct that has a disproportionate effect on **Limited English Proficient (LEP) persons** because such conduct constitutes national-origin discrimination. On August 11, 2000, **Executive Order 13166** was issued, "Improving Access to Services for Persons with Limited English Proficiency (LEP)."

- 1) The Parties to this contract agree to comply with Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112) and the Kentucky Equal Employment Act of 1978 (H.B. 683) KRS 45.550 to 45.640, and Americans with Disabilities Act, (ADA), (P.L. 101-336).
- 2) The Health Department certifies that no constitutional, statutory, common law, or regulation adopted by the Cabinet for Health and Family Services pertaining to conflict of interest will be violated by this contract.
- 3) For the services described in this contract, the First Party agrees to pay the Health Department in the following manner, quarterly payable upon receipt of appropriate billing.
- 4) The total payments made under the terms of this contract shall not exceed **\$ 85,000**.
- 5) Contracts of \$10,000 or greater shall not become effective until the Department for Public Health has reviewed the contract as evidenced by the signature of an authorized officer of the Department for Public Health on the attached Contractor Information Page. (ALL contracts regardless of amount are to be maintained by the health department.)
- 6) Either Party shall have the right to terminate this contract at any time upon **15** days written notice to the other Party.

FIRST PARTY:

(PRINTED NAME OF AUTHORIZED AGENT)

Date Signed

(SIGNATURE OF AUTHORIZED AGENT)

Wayne Benningfield, Superintendent
Todd County Board of Education

HEALTH DEPARTMENT:

(SIGNATURE OF AUTHORIZED AGENT)

Jen Harris, Public Health Director
Todd County Health Department

Date Signed