

THIS CONTRACT, between Dawson Springs Independent School System

(First Party)

118 E. Arcadia Ave.

Dawson Springs, KY 42408

and

Hopkins County
Health Department

(Health Department)

412 N. Kentucky Ave.

Madisonville, KY 42431

is effective July 1, 2016 and ends June 30, 2017.

WITNESSETH THAT:

The Health Department agrees to provide a satellite health clinic at the First Party's Schools:

Health Department agrees to the following:

- A. Health Department will provide all medical equipment at the satellite site clinics. Equipment repair and maintenance will be the responsibility of the Health Department, which retains ownership of the equipment.
- B. The Health Department nurse will provide acute and chronic illness screenings, required acute and chronic treatments as prescribed by the primary care provider, vision and hearing screenings, lice follow-up, well child exams for non-compliant students, immunizations, counseling, case management, referral and follow-up, individual health education, school staff training for medication administration and management of children with special health needs such as diabetes, glucagon, and epi pens, (refer to 2E), referral to other health department staff for group health promotion and education activities, and employee health screenings.
- C. The Health Department nurse shall not be responsible for attending student field trips, but shall advise First Party staff on precautions and planning for students with health issues who will be on the trips and shall train and delegate health services to the First Party staff (when requested) as allowed by the field trip jurisdiction's board of nursing and as appropriate.

- D. The Health Department agrees to provide approximately 185 nursing days per year at 6.75 hours per day. No substitute coverage will be provided for nurses days off for illness, vacation or training unless available.

- E. Health Department agrees to provide malpractice and liability insurance coverage for all providers of contracted services.
- F. Health Department will be responsible for direct supervision of Health Department nursing staff assigned to any school under First Party.
- G. The Health Department satellite clinic will evaluate for STD & pregnancy tests which do not require parental consent (K.R.S. 214.185).

2. First Party agrees to the following:

- A. First Party will provide at satellite site clinics at schools:
One room with a door that locks with access to sink, hot & cold running water, and restroom with supplies, (i.e. toilet paper, paper towels, hand soap)
One adjoining space for students awaiting services.
- B. First Party will provide the following equipment at satellite site clinics at schools:
2 telephones, Internet access, e-mail capabilities
- C. First Party's principals and teachers will cooperate to make students available for services.
- D. The location of the site will not be moved without an agreement with the First Party and the Health Department.
- E. The First Party will provide funding and support thru the following:
\$15,600 per year
- F. The First Party shall assist with obtaining written parental consent for nursing services for those students who require chronic medications or nursing interventions. The consent shall give permission for the child's ongoing treatment and for the provision of copies of the student's health information to be placed in the child's education records.
- G. The First Party will provide insurance coverage for its employees, school facilities and properties.

3. Both First Party and Health Department agree to the following:

- A. Services which the Health Department nurse may provide at the First Party's request at its schools to students which are services the Health Department is obligated to provide to the general public include:

1. Administration of immunizations as necessary.
 2. Performance of well-child physical exams as necessary.
 3. Performance of dental screenings.
 4. Bill for health services performed, that are not included in student IEP, to Medicaid.
- B. Services which the Health Department nurse will provide under this contract on behalf of and at the direction and request of the First Party include:
1. Collect and monitor the following health records for compliance:
 - a. Immunizations.
 - b. Physical exam form
 - c. Screening programs are scheduled and performed for vision, hearing (not mass screenings for hearing), and dental.
 2. Delegate and train unlicensed school personnel on the administration of medications and health services as appropriate.
 3. Supervise unlicensed school personnel performance of delegated health services.
 4. Assist with planning for field trips, as requested.
 5. Staff trainings: OSHA requirements for blood borne pathogens, emergency or disaster response plan.
 6. Case management of students with chronic health conditions, including the training of school personnel on the emergency management of asthma, severe allergic reactions (anaphylaxis), diabetes, and seizures
 7. Human Growth and Development Classes 5th-9th Grades
- C. Student records are either confidential "education records" under the Family Educational Records Privacy Act (FERPA) or records which contain confidential "personally identifiable information" (PII) under the Health Insurance Portability & Accountability Act of 1996, and First Party and Health Department agree to reference the following guidance jointly authored by the U.S. Department of Education and the U.S. Department of Health and Human Services: the Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, November 2008 (Joint Guidance), found at <http://www2.ed.gov/policy/gen/guid/fpco/doc/ferpa-hippa-guidance.pdf>, attached hereto and incorporated by reference to this agreement as if fully stated herein.
- D. Student records created by the Health Department nurse, while acting on behalf of and at the direction of the First Party as a contractor are "education records" governed by FERPA, as stated in the Joint Guidance. Both parties acknowledge that student records created by Health Department nurse in the performance of duties are Health Department records.

- E. Student health records which are "education records" under FERPA are confidential and are the property of the First Party. Student records which are governed by HIPAA are confidential and are the property of the Health Department.
- F. Both parties will adhere to the confidentiality requirements, redisclosure restrictions of FERPA and HIPAA as well as the Privacy Regulations under HIPAA, as applicable under the Joint Guidance. Any term of this agreement which conflicts with the Joint Guidance, or any provision of FERPA or HIPAA, will be stricken and the applicable law's provision will govern.
- G. Specific student records are required by the Kentucky Department of Education in 704 KAR 4:020. These records are filed in the students' "education records" and may include copies of health screenings and health records documented by the school nurse.
- H. As required and allowed by KRS 156.502, First Party staff will be trained and delegated medication administration and other health services to be performed when the Health Department nurse is not available. The Health Department nurse shall provide or assist with this training. First Party is accountable and liable for services performed by school staff. Health Department is accountable and liable for the actions of and services performed by its nursing staff assigned to any school under First Party. The Health Department nurse may be absent from the school site without backup for the following reasons: illness, death, continuing education classes, required staff meetings, and resignation.
- I. The Health Department nurse shall train and delegate to First Party staff as allowed by KRS 156.502 and as appropriate, according to each student's IEP. The Health Department will not bill for any medical care provided to a student that is part of the student's IEP.
- J. Both Parties shall 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 agreement 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 agreement.
- K. The total payments made under the terms of this agreement shall not exceed **\$15,600**.
- L. Both Parties to this agreement shall 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).
- M. 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 agreement.

For the services described in this contract, the First Party agrees to pay the Health Department in the following manner: payable upon receipt of appropriate billing.

- 1) The total payments made under the terms of this contract shall not exceed \$15,600.
- 2) 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).
- 3) 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.
- 4) Either Party shall have the right to terminate this contract at any time upon 30 days written notice to the other Party.

FIRST PARTY:

(SIGNATURE OF AUTHORIZED AGENT)
Dawson Springs Independent School District

HEALTH DEPARTMENT:

Denise L. Beach
(SIGNATURE OF AUTHORIZED AGENT)

Denise L. Beach
(PRINT OR TYPE NAME OF AUTHORIZED AGENT)
Hopkins County Health Department

6/10/16

- N. This agreement may be renewed for another 12 months beginning July 1, 2015, if agreed by both parties. Either Party shall have the right to terminate this agreement at any time upon 30 days written notice to the other Party.
- O. This agreement and any resulting disputes there under shall be interpreted under the laws of the Commonwealth of Kentucky.

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. Also, see Section E and F in regard to school records.

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)."