

FLOYD COUNTY BOARD OF EDUCATION Henry Webb, Superintendent 106 North Front Avenue Prestonsburg, Kentucky 41653 Telephone (606) 886-2354 Fax (606) 886-8862 www.floyd.kyschools.us

Jeff Stumbo, Chair - District 3 Linda C. Gearheart, Vice-Chair - District 1 Dr. Chandra Varia, Member - District 2 Rhonda Meade, Member - District 4 Sherry Robinson- Member - District 5

Date: June 27, 2016

Action/Discussion Item:

Approve Agreement/Contract between the Floyd County Health Department and Floyd County Schools and to provide three (3) Registered Nurses to deliver direct health services to students for the 2016-2017 school year. The Health Department may bill Medicaid for allowable visits for sick care, physicals examinations, and immunizations.

Applicable State or Regulations:

KRS160.190 Duties and Powers of the Board: 01.11

Background and Rationale:

The Agreement with the Floyd County Health Department (FCHD) is an opportunity to develop a partnership for the delivery of health services to the children of Floyd County School System in three areas of the county.

Budget/Financial Issues:

The budgetary cost to the district will be \$30,000 (\$10,000 per nurse.) The Floyd County Schools System agrees to provide space, phone service and access to bathroom facilities.

Recommended Action:

Approval of the agreement/contract.

Contact Person(s):

Jennifer C. Martin, RN, HC/CSN

ealth Coordinator/CSN Superintender

THIS AGREEMENT,

between The Floyd County Board of Education

(First Party)

and The Floyd County Health Department

(Health Department)

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

WITNESSETH THAT:

Health Department agrees to provide a registered nurse for a satellite site clinic at three (3) of the First Party's School(s) specifically Allen Elementary, Betsy Layne Elementary, and Duff/ACMS.

- 1. Health Department agrees to the following:
 - A. Health Department will provide the following equipment at Allen Elementary, Betsy Layne Elementary, and Duff/ACMS School(s):

Ascensia Contour glucometer exam table & stool otoscope and ophthalmoscope scales stadiometer oxygen emergency kit thermometer first aid supplies

(1) 3-drawer lateral file cabinet with lock for student records

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 screenings, administration of medications, well child exams for 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 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/ shall not be responsible for attending student field trips, but shall not advise First Party staff on precautions and planning for students with health issues who will

be on the trips and <u>shall</u>/shall not train and delegate health services to the First Party staff as allowed by the field trip jurisdiction's board of nursing and as appropriate with the exception of insulin administration and carb counting which the health department shall not provide training for and or delegation of duty for to the First Party Staff.

- D. The Health Department agrees to provide up to 187 days (minus staff leave time as described herein) of staff time for a nurse at a rate of \$54.00 per day (school board portion of salary) not to exceed 187 per school year at 3 schools (designated in this contract) of First Party, as requested by the First Party under this agreement.
- E. Health Department agrees to provide malpractice and liability insurance coverage for all providers of contracted services who are employed by the health department.
- F. Health Department will be responsible for direct supervision of Health Department nursing staff assigned to any school under First Party.

2. First Party agrees to the following:

- A. First Party will provide at Allen Elementary, Betsy Layne Elementary, and Duff/ACMS School(s):

 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 the 3 listed School(s):

 desk and chair
 Waiting area space
 telephone
 minimum 3' X 6' lockable storage cabinet for supplies and medications
 access to a copier with paper
 access to and maintenance of computer with Internet access, e-mail capabilities, as well as access
 to Microsoft Office 2007 and a printer

 audiometer
- C. First Party's principals and teachers will cooperate to make students available for services as well to assist in helping to screen children with repeated asymptomatic issues.
- D. The location of the site will not be moved without a written notification from First Party to the Health Department.
- E. First Party will work with the Health Department nurse to perform data entry and monitoring of required immunizations and physicals. The Health Department nurse will perform the needed service and will enter the data into the school's electronic data base as time permits and if the nurse cannot complete due to time constraints, the nurse will provide to the school the required documentation for entry into the school's electronic student database and work with the school to ensure that information is completed in a timely manner.

- F. First Party will provide insurance coverage for its employees, school facilities and property.
- G. The First Party agrees to contract with and pay the Health Department for staff time of a nurse at a \$10,000 per each nurse for a total of \$30,000 dollars per school year.
- H. The First Party shall obtain 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.
- 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 3 selected 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 and application of dental varnish as necessary.
 - 4. Bill for health services performed, that are <u>not</u> included in student IEP, to Medicaid Managed Care Organizations.
 - 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. Dental screening/exam for initial entry.
 - c. Vision exam for initial entry.
 - d. Physical exam forms (grades K and 6).
 - e. Screening programs are scheduled and performed for vision, and hearing as time allows.
 - 2. Maintain student health records in the First Party's electronic records database:
 - a. Record medication and clinical procedures.
 - b. Document health room visits.
 - c. Parent/Guardian communication.
 - 3. Attend ARC meetings and contribute necessary information related to health services included in IEP/504.
 - 4. Assist school district with documentation to submit for billing Medicaid for health services written within the IEP and billed by the school district.
 - 5. Delegate and train unlicensed school personnel on the administration of medications and health services such as care of children with asthma, severe allergic reactions and seizures as appropriate with the exception of the training for insulin administration, carb counting and

any delegation of diabetes based services which the health department shall not provide at the school locations listed.

Based on the final ruling by the Kentucky Board of Nursing regarding insulin administration, the Board of Education shall address the plan to provide care for insulin dependent diabetic children independent of this contract.

- 6. Provide over-site of unlicensed school personnel performance of delegated health services at the site the nurse is located except for diabetes care delegation to a non-licensed person.
- 7. Assist with planning for field trips.
- 8. Case management of students with chronic health conditions such as asthma, severe allergic reactions (anaphylaxis), and seizures.
- 9. Provide additional training per the school nurse at other locations as available and based on BOE need to be paid in addition to the hours noted in this contract at the reimbursement rate of the nurse to include salary/fringe for those designated hours.
- 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 other than those under contract with and at the request of the First Party herein, are governed by HIPAA.
- 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 and would include physical exams, immunization, and documentation to support MCO billing.
- 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 if requested with all

emergency trainings with the exception of CPR and insulin administration and or the delegation of that service. 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. The Health Department nurse is to take a 30 minute lunch break each day at a designated time agreed upon by both the Health Department nurse and the principal. Students will not be seen during the Health Department nurse's lunch break except for emergencies.

- I. IEP Services: In the school system, there are children with special health care needs who have an Individualized Education Program (IEP). When health services on the part of a nurse as "related services" under the IEP are required:
 - 1. Health Department shall provide a nurse to perform any nursing services included in a student's IEP and within the nurse's scope of practice.
 - 2. The Health Department shall not bill for IEP services.
 - 3. The First party shall bill for IEP services.
 - 4. As needed, the First Party shall provide the Health Department nurse a list of those students with an IEP that requires health services, as well as identifying the specific health services required and frequency of each service the student is to receive, as allowed by FERPA under the Joint Guidance.
 - 5. The Health Department nurse shall provide health services, or train and delegate to First Party staff as allowed by KRS 156.502 and as appropriate, according to each student's IEP with the exception of students who are insulin dependent. The health department nurse will provide diabetes care of diabetic students at the site where the nurse is stationed and the board of education will develop a plan to provide care for those children in the absence of the nurse which will be determined at the time of the IEP plan.
 - 6. The Health Department nurse shall complete appropriate billing forms for each nursing service and submit those forms to the First Party for transmittal to the appropriate party.
 - 7. The First Party shall process the billings for those services provided as part of the IEP by the Health Department nurse. For Medicaid-eligible children, these shall be billed under Provider 21 (education).
 - 8. The Health Department nurse shall contribute to a confidential record, to be included in the student's "education records" and governed by FERPA, on each student receiving health services according to an IEP.
 - 9. The First Party shall reimburse the Health Department any payment for IEP services provided by the Health Department nurse.

- J. In addition, the Health Department requests the opportunity to provide employee wellness programs such as Humana Vitality, exercise programs, diabetes screenings, nutritional classes, and other health wellness programs that would improve and give data about the health status of this population. These services would be billed for by the health department to 3rd party insurances only as appropriate and according to insurance criteria.
- K. The hours of operation for the satellite site clinic will be determined through mutual agreement by all parties. For the purposes of this agreement, the workday will be 8 hours per day, allowing for the nurse's 30 minute lunch break to equal 7.5 of hours worked for each day of work.
- L. 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.
- M. For the services described in the agreement, the health department will mail invoices at the beginning of each quarterly billing cycle. For the services described in this agreement, the First Party agrees to pay the Health Department in the following manner, quarterly payable upon receipt of appropriate billing.
- N. The total payments made under the terms of this agreement shall not exceed \$40,000.
- O. 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).
- P. 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.
- Q. This agreement may be renewed for another 12 months beginning July 1, 2017, 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.
- R. This agreement and any resulting disputes thereunder shall be interpreted under the laws of the Commonwealth of Kentucky.

Floyd County Health Department

FIRST PARTY:	
y	Date:
Floyd County Board of Education	
HEALTH DEPARTMENT:	
Thursdown	Date: 05/24/16
Thursa Sloan Public Health Director	Date. V 12711-

CH-52

LOCAL HEALTH DEPARTMENT CONTRACT TO PROVIDE SERVICES

Final 2008-09

Rev. 02/08

THIS CONTRACT, between

Floyd County Board of Education

106 North Front Avenue

(First Party)

Prestonsburg, KY 42653

and

Floyd County

Health Department

(Health Department)

283 Goble Street

Prestonsburg, KY 41653

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

WITNESSETH THAT:

The Health Department agrees to perform the following services:

The Floyd County Health Department agrees to establish a School Satellite Clinic Site staffed with a registered nurse to function as the School Nurse/Liaison for the Floyd County Board of Education in coordinating health care for all students in the County School system to perform the following health services as established in the Core Clinical Service Guide (CCSG) and as established by the School Satellite Clinic Site Policies/Procedures adopted by the Floyd County Board of Health to students at Prestonsburg Elementary school as agreed upon by both parties:

- 1. Preventive Health Services such as physical exams and immunizations to individual students as needed per the CCSG and with parental consent and presence of parent or guardian.
- School Satellite Clinic Site services such as catherizations, trach care, insulin administration, over the counter medications and other health services as per a physician order within the scope of practice of a Kentucky Registered Nurse to individual students that are not a part of the IEP plans for students.
- 3. Basic first aid and school system required screenings as time allows to include: vision, hearing, and height/weight to groups of students.
- 4. In addition, the Health Department requests the opportunity to provide employee wellness programs such as Humana Vitality, exercise programs, diabetes screenings, nutritional classes, and other health wellness programs that would improve and give data about the health status of this population at this school site as well as at other schools in Floyd County that do not have an RN operating a satellite clinic within the school. The Prestonsburg Health Department Nurse will be expected to cover these referenced services at other sites as designated. Coverage for students will be considered prior to such assignments.
 - The services referred to in item (4) would be billed for by the health department to 3^{rd} party as an approved billable service for the appropriate health department provider.
- 5. The health department shall bill the Board of Education for hours for training of Floyd County Board of Education staff.

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The health department shall seek payment for all billable services provided through School Satellite Clinic Sites to Medicaid/ KCHIP/MCO's and other third party insurance. Children who have parental signed consent will be served regardless of income or insurance status for the above services. Co-pays and other services not billable to insurance(s) will be covered by the school board contract through in kind contributions.

As school health services are not a mandated core health function of the local health department, these services shall be offered as an option service based upon: 1. Availability of funding to the local health department 2. Utilization of services in various schools and 3. Availability of staff to provide the services.

The hours of operation for the satellite site clinic will be determined through mutual agreement by all parties. For the purposes of this agreement, the workday will be 8 hours per day, allowing for the nurse's 30 minute lunch break to equal 7.5 of hours worked for each day of work.

In addition to fulfill KRS 156.502 the Board of Education agrees to contract with the Floyd County Health Department School Nurse/Liaison to provide services within the scope of practice for a Registered Nurse for students based on the student's individual IEP plan. In the absence of the Floyd County Health Department School Nurse/Liaison, the school system by law KRS 156.502 agrees to provide a trained employee of the school system to provide coverage for services for students according to individual IEP and IHP plans. The Floyd County Health Department agrees to provide to the Board of Education a monthly log with supporting documentation for billing purposes for IEP services. For all IEP services the Board of Education agrees to bill monthly and to reimburse the Floyd County Health Department each month at the rate the school is reimbursed for each individual service. Services covered via IEP will fall under FERPPA guidelines and for the most part be property of the school system.

The health department agrees to provide the above services at school site agreed upon by both parties for the time period of 175 school days following the school calendar and 5 days before the beginning and 5 days after the ending of the school year based on the availability of health department nurses. (Some sites may have preventive care excluded if the site nurse has not completed the required Department for Public Health EPSDT competency training).

The health department agrees to carry malpractice/liability insurance, salary, workman's compensation, and all other fringe benefits that Floyd County Health Department are entitled to for each nurse who performs services for the Floyd County Board of Education and who are employees of the Floyd County Health Department. The health department agrees to provide up to date training to include: blood borne pathogens, confidentiality, ethics, proof of a skills assessment, and a criminal records check for the nurses employed through the health department.

The health department agrees that all services provided shall follow guidelines established by the Kentucky Core Clinical Service Guide and under the scope of practice for a registered nurse in Kentucky and the Kentucky Board of Nursing.

The health department agrees to provide any over the counter medications listed on and as approved by parental/physician consent and the first party agrees that only the health department shall have access to

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medication that is the property of the Floyd County Health Department and only health department staff shall be allowed to dispense these medications to students based on individual consent forms from the physician. (Will utilize current forms per Board of Education policy). The Board of Education agrees that it has established a policy for board employees in schools that addresses over the courter medication that will be used for students who do not use health department clinics.

Both parties will contribute to basic supplies to be used for first aide.

The first party agrees to ensure that all supplies that are to be used for special care such as trach kits, catheters, and other supplies are available to the School Nurse/Liaison at each school where need directs.

Both parties agree that the Board of Education policy on Prescription Medication at School shall be used by each party and that epi pen usage and other special procedures shall followed the child's individual physician order and will be available to the Health department registered nurse and furnished by and in the same manner as currently being followed by the Board of Education to meet the health plan of each individual student. Health Department School Nurse/Liaison will not give any prescription medication to any child without a physician order that addresses the individual child's name, the medication, the amount, the route, and the time, and for the reason for any as needed medications such as for seizures, diabetes control, or asthma.

Both parties agree that all services provided by the Floyd County Health Department School Satellite Clinic Site will involve only services provided on the school site and that the Board of Education will make other arrangements for students who need one on one care at school, assistance on field trips, or any kind of assistance with transportation to and from school or school functions.

Original copies of Floyd County Health Department School Satellite Clinic Site records shall be the property of the Floyd County Health Department and those records shall be kept at the school for the time each individual child is a student at that school. The Health Department staff shall transport health department medical records to the main office once the child is no longer at the respective school. Each party agrees to the health department medical records policies and HIPAA policy regarding sharing of medical records and all health record information shall remain strictly confidential.

Both parties agree 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 other 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 early termination of this contract.

This shall apply so far as permitted by Kentucky Law.

Both parties 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.

Both parties 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) For the services described in this contract, the First Party agrees to provide the School Nurse/Liaison with a clinic room with or near bathroom facilities and access to a phone and computer (for the purpose of accessing medical information) and all Board of Education staff will cooperate to make students available for services.
- 2) The health department shall be responsible for all billing process and any billing denials with the exception of services provided according to IEP plans. The board of education agrees to bill for and reimburse the Health Department for all nursing services provided to students with IEP plans that are preformed by a health department registered nurse.
- 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).
- 4) 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.
- 5) 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) Floyd County Board of Education	Date Signed
HEALTH DEPARTMENT:	05/24/16
(SIGNATURE OF AUTHORIZED AGENT)	Date Signed

Thursa Sloan, Public Health Director
(PRINT OR TYPE NAME OF AUTHORIZED AGENT) Floyd County Health Department

THIS CONTRACT, between FLOYD COUNTY BOARD OF EDUCATION

(First Party) 106 NORTH FRONT AVENUE

PRESTONSBURG, KY 41653

and FLOYD COUNTY

Health Department

(Health Department)

283 GOBLE STREET

PRESTONSBURG, KY 41653

is effective JULY 1, 2016 and ends JUNE 30, 2017.

WITNESSETH THAT:

The Health Department agrees to perform the following services:

- 1. The health department will provide services as requested by the first party.
- 2. The health department will provide these services according to the Core Clinical Service Guide.
- 3. The health department will bill the employee's insurance for influenza shots only.

The First Party agrees to perform the following:

- 1. The First party will check services requested on the enclosed list of services offered.
- 2. The First party will complete the voucher for EACH employee referred to the health department for services.
- 3. The voucher will be signed by an appointed authority and brought to the health department by the employee on the date of service.
- 4. The First Party will be responsible for making the appointments for the requested service.
- 5. The First party will pay the health department for influenza shots denied by the employee's insurance.

No service will be provided until the signed contract is returned to the health department.

COMPENSATION/PAYMENT:

- 1. The health department will send an invoice to the first party for services rendered.
- 2. Invoices must be paid within 30 days upon receipt of the invoice to continue receiving services.

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) For the services described in this contract, the First Party agrees to pay the Health Department in the following manner, **Monthly** payable upon receipt of appropriate billing.
- 2) The total payments made under the terms of this contract shall not exceed \$17,000.00.
- 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).
- 4) 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.
- 5) 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)	
FLOYD COUNTY BOARD OF EDUCATION	
HEALTH DEPARTMENT:	
SIGNATURE OF AUTHORIZED AGENT)	05/24/16
(SIGNATURE OF AUTHORIZED AGENT)	
Thursa Sloan	
(PRINT OR TYPE NAME OF AUTHORIZED AGENT)	

FLOYD COUNTY HEALTH DEPARTMENT



283 Gobie Street, Prestonsburg, KY 41653 Phone (606) 886-2788 Fax (606) 886-9318

СРТ	SERVICE DESCRIPTION	CHARGE
86580	PPD Mantoux-TB Skin Test—(This is an <u>AVERAGE PRICE</u> depending on if the patient is New or Established)	\$40.00
90632	Hepatitis A Adult	\$74.00
90658/90688	0658/90688 *Influenza Vaccination (age 3 and above)	
90714	Tetanus Diphtheria	\$53.00
90715	Tdap	\$66.00
90746	90746 Hepatitis B (age 20 and above)	
99385 - 99397	Physical Exam(This is an <u>AVERAGE PRICE</u> depending on the age of the patient and if they are New or Established)	\$130.00

Please check the following service(s) you wish to be covered in this contract:

Physical Exam	Yes	No
PPD (TB Skin Testing)	Yes	No
Influenza Vaccinations	Yes	No
Hepatitis B Vaccination	Yes	No
Hepatitis A Vaccination	Yes	No
Tetanus/TDan Vaccination	Yes	No

*INFLUENZA VACCINATIONS WILL BE GIVEN AS AVAILABLE

(CALL FOR PRICING AND SCHEDULING INTHE FALL)



283 Goble Street, Prestonsburg, KY 41653 Phone (606) 886-2788 Fax (606) 886-9318

VOUCHER

FOR CONTRACTED SERVICES AT THE FLOYD COUNTY HEALTH DEPARTMENT

	Name of Em	ployee	
Is employed by:			= ::::
	Name of Cor	mpany or Organization	
It is requested the above named per	rson receive the fo	ollowing service or services:	
and be billed to:			
	Name of Con	npany or Organization	
		Authorized Signature	
		Pate	
		Date	

THIS VOUCHER IS VALID ONLY FOR CONTRACT/FISCAL YEAR 2016-2017