



**FLOYD COUNTY BOARD OF  
EDUCATION  
Dr. Henry L. Webb,  
Superintendent  
106 North Front Avenue**

**Sherry Robinson- Chair -  
District 5  
Dr. Chandra Varia, Vice-  
Chair - District 2  
Linda C. Gearheart,  
Member - District 1  
William Newsome, Jr.,  
Member - District 3**

Date of Board Meeting: June 26, 2017

Action/Discussion Item: Approve contract changes for services with Big Sandy Health Care, Inc. to include provision of dental services in the designated Floyd County Schools or on a Mobile Unit located on school property during the school year. Services will include evaluation by a dentist, dental x-rays and restorative treatment procedures which may include fillings, extractions or other procedures. Dental services and local anesthetic will be provided only to students whose parent or guardian has consented in writing.

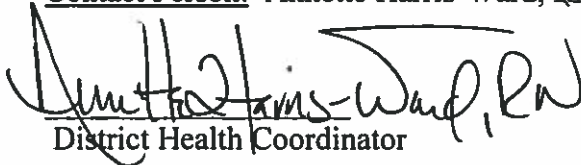
Applicable Statutes or Regulation: KRS 156.160 Kentucky Dental Screening Exam

Background and Rationale: The agreement with Big Sandy Health Care, Inc. is an opportunity to improve the oral health of students who may not have access to services outside of the school setting. Oral disease is a major health problem for Kentuckians. Oral disease can be prevented through primary prevention efforts that include evaluation and treatment at an early age. The enhancement of services provided by BSHC will improve the health and life of children by preventing and controlling oral disease and injuries, and improve oral health care for all of our students.

Budget/Financial Issues: No budgetary cost to the district. Student insurance will be billed where applicable. The Floyd County School System agrees to provide space for the mobile unit, electricity and promotion of the program with staff, students and parents/guardians.

Recommended Action: Approval of the agreement/contract

Contact Person: Annette Harris-Ward, RN District Health Coordinator

  
District Health Coordinator

  
Superintendent

# **MEMORANDUM OF AGREEMENT**

**BETWEEN**

**FLOYD COUNTY BOARD OF EDUCATION**

**AND**

**BIG SANDY HEALTH CARE, INC.**

## **SECTION 1: PARTIES**

THIS AGREEMENT is entered into as of the date of the last signature below (the "Effective Date") by and between the Floyd County Board of Education whose address and telephone number are 106 North Front Street, Prestonsburg KY 41653 and 606-886-4532 and Big Sandy Health Care, Inc. whose address and telephone number are 1709 KY Rt. 321, Suite 3, Prestonsburg, KY 41653 and 606-886-8546. In consideration of the mutual covenants and stipulations described below, Big Sandy Health Care, Inc. and the Floyd County Board of Education agree as follows:

## **SECTION 2: PURPOSE**

Big Sandy Health Care, in fulfilling its responsibility to provide a wide array of primary care services to the residents of the region, has entered into memoranda of agreement with many entities, agencies and organizations that facilitate the provision of services. Big Sandy Health Care is available and willing to provide school health services, especially dental services, to children enrolled in Floyd County Schools. Accordingly, the purpose of the Agreement is to outline the relationship between Big Sandy Health Care and the Floyd County Board of Education.

## **SECTION 3: RECITAL**

WHEREAS, the Floyd County Board of Education is concerned about the health status of students enrolled in Floyd County Schools.

WHEREAS, the Floyd County Board of Education has certain requirements, pursuant to Kentucky state laws and regulations, to provide some school health services to students enrolled in Floyd County Schools.

WHEREAS, Big Sandy Health Care is a nonprofit community health center organization that provides primary care services for the residents of Floyd, Johnson, Magoffin, Martin and Pike counties in Eastern Kentucky.

WHEREAS, Big Sandy Health Care, Inc. operates five community health center sites as follows: Hope Family Medical Center (Magoffin County), Martin County Community Health Center (Martin County), Mud Creek Clinic (Floyd County), Shelby Valley Clinic (Pike County) and Physicians for Women Center (Floyd County).

WHEREAS, Big Sandy Health Care, Inc. has licensed physicians, dentists, dental hygienists, advanced practice registered nurses, registered nurses and other health care providers who offer a variety of services, including access to comprehensive primary health care and preventative health care.

WHEREAS, Big Sandy Health Care, in collaboration with the Floyd County Health Department and other organizations, is available to provide school health services, especially dental services, to children enrolled in Floyd County schools.

#### SECTION 4: OBLIGATIONS OF THE PARTIES

##### A. Obligations of Big Sandy Health Care:

- (1) Prior to the start of each school year, Big Sandy Health Care will meet and collaborate with directors of each Floyd County Family Resource and Youth Services Centers (FRYSCs) to make plans for the provision of services during the coming school year. Plans will include the scope of the services to be provided and the criteria for students to receive services, as determined by grade and school location.
- (2) Big Sandy Health Care will provide registration packets—including consent for treatment forms—to be distributed to parents/guardians of children enrolled in Floyd County schools at the beginning of each school year.
- (3) Big Sandy Health Care, in collaboration with the FRYSCs directors, will develop a schedule for the provision of dental services in the designated Floyd County schools **or on a Mobile Dental Unit located on school property** during the school year.
- (4) Within 30 calendar days following the start of each school year, Big Sandy Health Care's dental team will begin the

provision of dental services, pursuant to the agreed upon schedule, in Floyd County schools. These service shall be provided by a BSHC-employed dentist and/or dental hygienists under the general supervision of and pursuant to a treatment plan authored by a dentist. The services provided by the BSHC dental team will include an evaluation performed by a dentist **that may include the use of digital dental x-ray equipment. The dental team will provide** preventive dental services, including prophylactic cleanings and the application of fluoride varnish or protective sealants. In addition, **when using the Mobile Dental Unit, the dentist may provide restorative treatment procedures, which may include fillings, extractions or other procedures that would include administration of a local anesthetic (numbing). Dental services will be provided only to** students whose parent or guardian has consented in writing.

- (5) Big Sandy Health Care's dental team will complete and maintain a dental record for each student receiving services under this Agreement. Big Sandy Health Care shall be the sole owner of the information contained in these records Big Sandy Health Care shall maintain said records for the period required by Law.
- (6) Big Sandy Health Care will bill Medicaid and or commercial dental insurance for the services it provides under this Agreement, but will not bill the student, their parent/guardian or the Floyd County Board of Education for health services it provides in the school setting **or in its Mobile Dental Unit located on school property.**
- (7) BSHC shall have no responsibility to treat in the school setting **or on its Mobile Dental Unit** dental problems identified by Big Sandy Health Care dental professionals that, within his/her independent professional judgment, require a fixed site dental office visit or other course of care that cannot reasonably or safely be provided at the school location.
- (8) The parties acknowledge and agree that Big Sandy Health Care may, because limitations of staffing, vehicles or financial resources, be unable to provide health services to all students referred under this Agreement.

**B. Obligations of the Floyd County Board of Education:**

- (1) During the term of this Agreement, the Floyd County Board of Education agrees to allow Big Sandy Health Care physicians, dentists and staff to provide the aforementioned healthcare services to children enrolled in Floyd County Schools.
- (2) The Floyd County Board of Education agrees to allow Big Sandy Health Care physicians, dentists and staff access to Floyd County School properties and buildings for the purpose of providing the health care services contemplated under this Agreement.
- (3) The Floyd County Board of Education agrees to allow Big Sandy Health Care to provide services on a year-by-year basis and not to cause Big Sandy Health Care to discontinue the provision of services once plans have been made and resources allocated for any given school year.

**SECTION 5: LIMITATIONS**

Nothing in this Agreement shall be construed as limiting the rights of either party to affiliate or contract with any other educational institution, health care service providers, facilities or institutions on either a limited or general basis while this Agreement is in effect.

**SECTION 6: TERMINATION**

THIS AGREEMENT shall be effective from the date first written above and shall continue in effect indefinitely. However, either party may terminate this Agreement for any reason after giving ninety (90) days written notice to the other party.

**IN WITNESS THEREOF, the parties hereto executed this Agreement:**

\_\_\_\_\_  
Floyd County Board of Education

\_\_\_\_\_  
Big Sandy Health Care

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Old Contract  
with highlighted  
changes.*

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- (3) Big Sandy Health Care, in collaboration with the FRYSCs directors, will develop a schedule for the provision of dental services in the designated Floyd County schools during the school year.
- (4) Within 30 calendar days following the start of each school year, Big Sandy Health Care's dental team will begin the provision of dental services, pursuant to the agreed upon

Provision of dental services schedule. Pursuant to the agreed upon Schedule, in Floyd County schools.

These services shall be provided by a BSHC-employed dentist and/or dental hygienists under the general supervision of and pursuant to a treatment plan authored by a dentist. The services provided by the BSHC dental team will include a dental evaluation and preventive dental services (prophylactic cleanings and the application of fluoride varnish or protective sealants, as indicated) for each child whose parent or guardian has consented in writing.

(5) Big Sandy Health Care's dental team will complete and maintain a dental record for each student receiving services under this Agreement. Big Sandy Health Care shall be the sole owner of the information contained in these records. Big Sandy Health Care shall maintain said records for the period required by Law.

(6) In no event will BSHC bill the student, their parent/guardian or the Floyd County Board of Education for health services it provides in the school setting.

(7) BSHC shall have no responsibility to treat in the school setting dental problems identified by BSHC dental professionals that, within his/her independent professional judgment, require a fixed site dental office visit or other course of care that cannot reasonably or safely be provided at the school location.

(8) The parties acknowledge and agree that BSHC may, because of limitations of staffing, vehicles or financial resources, be unable to provide health services to all students referred under this Agreement.

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(1) During the term of this Agreement, the Floyd County Board of Education agrees to allow Big Sandy Health Care physicians, dentists and staff to provide the aforementioned healthcare services to children enrolled in Floyd County Schools.

(2) The Floyd County Board of Education agrees to allow Big Sandy Health Care physicians, dentists and staff access to Floyd County School properties and buildings for the purpose of providing the health care services contemplated under this Agreement.



- (3) The Floyd County Board of Education agrees to allow Big Sandy health Care to provide services on a year-by-year basis and not to cause Big Sandy Health Care to discontinue the provision of services once plans have been made and resources allocated for any given school year.


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IN WITNESS THEREOF, the parties hereto executed this Agreement:

  
\_\_\_\_\_  
Floyd County Board of Education  
7/4/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Big Sandy Health Care  
07-14-2011  
\_\_\_\_\_  
Date