

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, 2017 and ends June 30, 2018.

WITNESSETH THAT:

The purpose of this contract is to establish:

- School Satellite Clinic Site through a mutual agreement with the Board of Education at Todd County Middle School, North Todd Elementary, South Todd Elementary, and Todd County Central High School.
- District Nurse Responsibilities outlined in the provided position description through a mutual agreement with the Board of Education.

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. The Todd County Health Department and Todd County Board of Education mutually agree to share pertinent information, upon request, regarding the medical care of students while adhering to the FERPA/HIPPA Guidelines.

1. The Health Department agrees to provide the following:

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.

District Nurse Responsibilities: The health department will provide a RN to oversee district nurse responsibilities as described in the position description provided by the Board of Education, attached.

- A. The Health Department will be responsible for the direct supervision of district nurse responsibilities. Communication between the Board of Education and the Todd County Health

Department should occur through the Director, Jen Harris, for the purposes of the District Nurse Responsibilities.

School Satellite Clinic Site: The health department will provide a RN in 4 school satellite clinic sites including North Todd Elementary, South Todd Elementary, Todd County Middle School, and Todd County Central High School.

- A. The nurse may provide students access to 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, glucagon, asthmas, and epinephrine 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. 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.
- B. 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.
- C. Additional services for district staff may include but are not limited to the Humana Vitality program screening, educational classes, and adult immunizations.
- D. The school nurse may be off without coverage (back-up) if a replacement RN is not available. Every effort will be made to ensure a RN is in the clinic during school hours. The following are reasons the school nurse may be absent: illness, death, continuing education classes, required staff meetings, resignation, and public health emergencies.
- E. The nurse is required to take a 30 minutes lunch break each day. Students will not be seen during the nurse's lunch break except for emergencies.
- F. 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.
- G. 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.
- H. 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.

- I. The district nurse, or other licensed staff assigned, shall be responsible for attending 1 out of state student field trip per day. In the event the field trip is in state, an unlicensed trained school staff will attend. The school nurse shall advise education staff on precautions and planning for students with health issues who will be on the trip. The Health Department may provide a nurse for out of state field trips at the request of the school, if the district nurse or designee is already scheduled to attend, at the rate of \$25.00 per hour. Notification of field trips will come to the district nurse by email after the monthly Board of Education meeting.
 - J. The District Nurse will be responsible for providing District Staff with information about accessing the joint medication administration training on TRAIN. Designated staff at each school will complete the online module. School nurses will 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 transferring medication to trained unlicensed personnel in the event the school nurse will be absent (ie. Absent from the building with no coverage or field trips). The following steps will be followed:
 - i. The Permission for prescribed medications that has been completed by the patient's physician will be copied and provided with the medication.
 - ii. The nurse and the UAP perform a medication count together. The medication count is recorded on the health department medication receipt log and documented in the nurse's notes in the patient's chart.
 - iii. Upon the nurse's return, the UAP and nurse will perform a medication count and record the count on the health department medication receipt log and documented in the nurse's notes in the patient's chart.
 - b. First Party will provide liability insurance for their employee to cover services provided by the UAP (school board employees).
 - c. Health Department will provide liability insurance to cover board of health employees.
 - d. Training will be provided for UAP designated by the school district administration **prior to the beginning of the first day of school for students**. The Todd County Health Department will not be responsible in the event there is no trained unlicensed personnel in the building. Arrangements will need to be made by the school for coverage.
 - e. The Todd County Health Department will not be responsible for carbohydrate counting or delegation of insulin in any form, including pen, pump, or syringe.
 - f. First Party will maintain policies and records for routine and emergency medication administration.
- K. The Health Department will be responsible for direct supervision for nursing staff assigned to any school satellite clinic site.
- L. If abuse of a student is suspected and DCBS is contacted by the school nurse, the nurse will contact the school nurse supervisor. The school nurse supervisor or the Health Department

Director will notify Board of Education Administration. Board of Education Administration will contact appropriate school administration. For the purposes of this contract, Wayne Benningfield, Kim Justice, Ed Oyler, or Camille Dillingham are the Board of Education Administration that may be contacted.

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 AED
 - Chairs 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
- B. 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. School staff will notify the District Nurse at least 30 days prior to a school field trip. This allows the school nurse to make provisions for medication delegation.
- F. 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 District Nurse, 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. 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 can be provided by the Todd County Health Department nurse for a contracted amount to be determined by both parties and an amendment shall be signed. 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 school satellite clinic site 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. 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 quarterly 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, 2016, 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.
7. When the school district is not in session, the Todd County Health Department will not be responsible for dispensing patient medication or retrieving medications from the schools.
8. Emergency situations involving patients who do not have a signed Todd County Health Department treatment consent will be medically assessed and decisions regarding care will be made in collaboration with school administration.

COMPENSATION:

The First Party agrees to contract with the Health Department in the following manner:

1. At the rate of \$23,000 per school clinic site @ 4 school sites = \$92,000
2. At the rate of \$18,500 per year for completing District Nurse Responsibilities = \$18,500

Total Contract Amount: \$110,500

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 \$ 120,000 including field trips.
- 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)
 Wayne Benningfield, Superintendent
 Todd County Board of Education

Date Signed

HEALTH DEPARTMENT:

 (SIGNATURE OF AUTHORIZED AGENT)
 Jen Harris, Public Health Director
 Todd County Health Department

Date Signed