

THIS CONTRACT, between
(First Party)

Nelson County Board of Education
288 Wildcat Drive
Bardstown, KY 40051

and

(Health Department)

Lincoln Trail District Health Department
108 New Glendale Road, P.O. Box 2609
Elizabethtown, KY 42702-2609

is effective **March 2018** and ends June 30, 2018.

WITNESSETH THAT:

The Nelson County Board of Education has legal obligations to provide students enrolled in Nelson County Schools certain health services, and it is understood that the Nelson County Board of Education shall perform said legal obligations in compliance with Federal and State laws as well as Kentucky Department of Education mandates.

The Nelson County Board of Education has employed qualified Licensed Registered Nurses (RN's) and qualified clerical staff.

The Nelson County Board of Education desires by this AGREEMENT to set out the method and manner in which Lincoln Trail District Health Department (LTDHD) will provide oversight and monitoring of the delivery of nursing care to school district enrolled students.

LTDHD by this AGREEMENT will provide a school health program in the Nelson County School District. Through utilization of the Nelson County Board of Education's Licensed Registered Nurses who will provide nursing services to School District enrolled students, LTDHD shall bill KY Medicaid for those students who are insured through KY Medicaid for health services provided under the LTDHD school health program.

Therefore, for and in consideration of the mutual promises, benefits, and covenants hereinafter contained, the Nelson County Board of Education and LTDHD do agree as follows:

To meet the requirements of KRS 156.501 (Student Health Services) and KRS 156.502 (Health Services in the school setting), **NELSON COUNTY BOARD OF EDUCATION** shall:

- A. Employ qualified and duly Licensed Registered Nurses for the position of School District Licensed Registered Nurse who remain in good standing with the Kentucky Board of Nursing.
- B. Employ qualified clerical staff to enter, submit, and reconcile Medicaid billing and enter all Patient Encounter Forms.
- C. Provide LTDHD with a copy of a valid license issued by the Kentucky Board of Nursing for each School District Licensed Registered Nurse for which LTDHD will bill.
- D. Maintain and provide copies of its own liability and / or professional liability insurance, worker's compensation insurance, and wage/salary benefits program for School District Licensed Registered Nurses.

- E. Provide a completed IRS Form W-9 – Request for Tax Payor Identification Number and Certification.
- F. School District Licensed Registered Nurses shall provide:
1. Acute and chronic illness screenings,
 2. Required acute and chronic treatments as prescribed by the primary care provider and/or LTDHD Medical Director,
 3. Dental screenings as necessary (if School District Licensed Registered Nurse has met dental training requirements),
 4. Other services as deemed necessary by the School District in compliance with the Kentucky Nurse Practice Act, LTDHD School Health Guidelines, KY DPH Core Clinical Service Guide (CCSG), and the KDE Health Services Reference Guide (HSRG).
- G. Agree to allow School District Licensed Registered Nurses to coordinate, with the assistance of school administrators, teachers, or classified employees, the availability of students for receipt of health services.
- H. Will provide the following at each Nelson County School:
- One private 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 with seating,
 - Telephone access, internet access, a personal computer with Microsoft Office including Excel, and access to a copier/paper for School District Licensed Registered Nurses employed to provide services under this Agreement.
- I. The school staff member will refer to the School District Licensed Registered Nurses, those students who need immunizations. The School District Licensed Registered Nurse will refer to the proper provider for compliance. A school staff member will enter all student immunizations and physicals into infinite campus.
- J. Purchase all office supplies necessary for School District Licensed Registered Nurses (RN's). (Charts will be provided by LTDHD)
- K. Require School District Licensed Registered Nurses, who are contracted to provide services under this Agreement, to participate, at the School District's expense, in all LTDHD and / or Kentucky Department for Public Health (KY DPH) required training and/or continuing education which includes, but is not limited to the required trainings specified in Attachment A.
- L. Understand LTDHD will not bill KY Medicaid for services provided by nurses who do not complete the required LTDHD training and /or who do not complete the trainings in the required time frames.
- M. Require School District Licensed Registered Nurses to submit all records required for billing to the clerical staff in a timely manner.
- N. Require School District Licensed Registered Nurses to comply in providing health services for students with the MOST CURRENT Core Clinical Service Guidelines (CCSG) clinical protocols (<http://www.chfs.ky.gov/dph/ccsguide.htm>), LTDHD guidelines and guidelines which represent levels of care considered appropriate and are intended to be used without modification, unless a higher level of care is desired and required by the Nelson County Board of Education. School District Licensed Registered Nurses will also comply with LTDHD medical records management and billing practices as outlined in the KY Department of Health's Administrative Reference Manual located at <http://chfs.ky.gov/dph/Local+Health+Department.htm>.

- O. Understand LTDHD will be billing KY Medicaid for reimbursable services provided by School District Licensed Registered Nurses only when they are acting as agents of LTDHD. LTDHD will not bill KY Medicaid for services provided by School District Licensed Registered Nurses who do not complete the required LTDHD trainings and/or who do not complete the trainings in the required time frames (see Attachment A). In the event that there are any billing discrepancies (such as overpayments by KY Medicaid), LTDHD will deduct the amount overpaid from the school's revenue.
- P. Require School District Licensed Registered Nursing staff and clerical staff who will be contracted to LTDHD to obtain the vaccinations / tests as specified on Attachment B, understanding specified vaccinations may be obtained at LTDHD sites and at LTDHD's expense.
- Q. Will provide access to Infinite Campus to all School District Licensed Registered Nurses for their assigned school and to the Director of School Health and School Health Team Leader for all schools. Access shall include demographics and all of the Infinite Campus Health General tabs, Health tabs, Health reports, Summary tab, Schedule tab, Flags tab, Census People Tab and the Ad Hoc Letters & Health Report tabs.
- R. Each Infinite Campus user will have their own individual user name and unique password. Passwords will not be shared with anyone and will be kept in a secure location.
- S. Each user of computers will have their own individual log-on profile, user name, and unique password to access computer use at Nelson County Schools.
- T. Nurses and billing clerks will sign a LTDHD Confidentiality Agreement form at the beginning of employment and annually thereafter. Any changes in staffing/reassignments of job roles or functions/resignations/or otherwise departure of Registered Nurses and/or Billing Clerks will be reported to LTDHD promptly.
- U. Require clerical staff who will be contracted to LTDHD to attend all required LTDHD and KY DPH required trainings for entering billing.
- V. Agree that all medical health files created by the School District Licensed Registered Nurses are the sole property of LTDHD and will be returned to LTDHD upon student's withdrawal or graduation from Nelson County Schools.
- W. Obtain fully completed and signed written parental consent for nursing services using LTDHD consent forms for nursing services for those students who require medications or nursing interventions. Social Security numbers must be obtained as they are required for KY Medicaid billing. 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 when required.
- X. It is the responsibility of the school district to provide (repair/replace as needed) the following equipment for each school health clinic where there is a School District Licensed Registered Nurse:
 - a. Exam Table
 - b. Otoscope
 - c. Scales
 - d. Stethoscope
 - e. Pulse Oximeter
 - f. Desk
 - g. Chair
 - h. Locked cabinet for medications

To meet the requirements of KRS 156.501 (Student Health Services) and KRS 156.502 (Health Services in the school setting), **LINCOLN TRAIL DISTRICT HEALTH DEPARTMENT** shall:

- A. LTDHD will provide the following equipment at each school health clinic where there is a School District Licensed Registered Nurse:
 - a. Oxygen Tanks
 - b. Emergency Kit
 - c. Locked filing cabinet for medical records.
- B. Purchase all medical and first aid supplies as needed according to LTDHD's formulary to provide school health services and the cost of these supplies will be deducted from payments made to Nelson County Board of Education.
- C. Dispose of all medical waste and medications properly and according to regulations.
- D. Provide LTDHD computers, software, and IT support for clerical staff to be able to enter needed documentation for Medicaid billing.
- E. Arrange for the opportunity for School District Licensed Registered Nurses personnel and clerical staff to attend all KY DPH and LTDHD required trainings.
- F. Provide personnel to offer continuing education and training to School District Licensed Registered Nurses and clerical staff related to charting and coding of information to facilitate LTDHD in submitting for Medicaid reimbursement of health services provided to students enrolled in the school district.
- G. Authorize the Board of Education to bill through LTDHD's organization for school health nursing services provided to students enrolled in Nelson County schools by School District Licensed Registered Nurses that are Medicaid reimbursable. It is agreed and understood that the School District Licensed Registered Nurses and clerical staff entering the billing shall be deemed to be direct agents of LTDHD as to the performance of Medicaid reimbursable health services; LTDHD's organization includes, but is not limited to a Medical Director and individuals to provide oversight of the Medicaid billing process from the beginning through required re-submittals, continuing education and training for updates on coding and billing changes in the Medicaid program.
- H. Provide monthly Medicaid billing and receipt reports and make quarterly payments to the Nelson County Board of Education within thirty (30) days of the end of each quarter for the fiscal year for Medicaid reimbursed nursing services which have been provided to students enrolled in the School District:
 - a. Quarterly payment will be calculated by the Medicaid amount received by LTDHD for nursing services provided at school sites in the school district during the applicable quarter, after deducting DPH managed care requirements (**30%**) and KYDPH Administration Fee (**2%**), and the expense of any supplies ordered for Nelson County Schools.
 - b. As considered for this agreement, LTDHD will assess a management fee not to exceed **\$15,506.75** per school year (Prorated) to offset LTDHD costs incurred in the course of providing health service training and supervision/consultation, quality assurance program reviews, Medicaid billing, and IT support for clerical staff members entering the Medicaid billing.
 - i. One quarter of the management fee will be deducted from each of the quarterly Medicaid payments referenced in this section.
 - ii. Should school Medicaid revenues in any one quarter be less than one quarter of the annual management fee, the balance of the quarterly management fee shall be deducted from the next quarterly Medicaid payment.
 - iii. Should school Medicaid revenues in any one year be less than the annual management fee, LTDHD shall bill Nelson County Board of Education for the balance of the management fee which shall be due and payable no later than 30 days after the end of the school year.

- I. Provide School District Licensed Registered Nurses' vaccinations staff vaccinations / tests as specified on Attachment B at LTDHD sites and at LTDHD's expense.

Both First Party and Health Department agree to the following:

- A. The nursing care will be provided within the scope of practice as outlined in the Kentucky Nurse Practice Act. Nursing care will be provided in accordance with policies pursuant to the following:
 1. Lincoln Trail District Health Department School Health Guidelines
 2. The Kentucky Department of Public Health Core Clinical Service Guide (CCSG)
<http://www.chfs.ky.gov/dph/ccsguide.htm>
 3. The Kentucky Department of Education Health Service Reference Guide (KDE HSRG)
- B. Implementation, oversight, and compliance with nursing practice will be monitored by LTDHD's School Team Lead Nurse and/or LTDHD's Director of School Health. School Nurses will report to LTDHD's School Team Leader and/or LTDHD's School Health Director regarding nursing practice issues.
- C. Resources may include the most current publication of the following:
 1. Clinical Guidelines for School Health, current edition
 2. Epidemiology and Prevention of Vaccine-Preventable Diseases, current edition
 3. Manual of Ambulatory Pediatrics, current edition
 4. National Association of School Nurses Health Manual, current edition
 5. Kentucky Systems Change Project Services for Students with Special Health Care Needs
 - Guidelines for Local School Districts
 6. Kentucky Department of Education School Health Services Reference Guide, current edition
 7. Nelson County Board of Education School Health Services Guidelines
 8. KY Department of Health's Administrative Reference Manual located at
<http://chfs.ky.gov/dph/arldhd.htm>
 9. Managing Infectious Diseases in Childcare and Schools, current edition
- D. 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.
- E. Student health records which are 'education records' under FERPA are confidential and are the property of the School Board. 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, re-disclosure 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 District Licensed Registered Nurses. Subpoenas, court orders, and requests for Medical Records shall be directed to LTDHD's Compliance Director. After the records have been reviewed by the Compliance Officer, the records will be certified by the Medical Records Custodian and sent to the requesting party, when appropriate, in an envelope marked "Medical Confidential".
- H. As required and allowed by KRS 156.502, school staff will be trained in delegated medication administration, insulin calculations and administration, and other health services to be performed when the School District Licensed Registered Nurse is not available. The School District Licensed Registered Nurse shall provide this training as soon as possible at the beginning of the school year and enrollment of new student(s). All delegation training must be completed by the School District Licensed Registered Nurse no later than 3 weeks after enrollment of a new student or the beginning of the school year. The School Board is accountable and liable for services performed by school staff. If delegation is performed outside of the normal work hours of the School District Licensed Registered Nurses, a School District Licensed Registered Nurse shall be available to school staff performing such delegated services.
- I. 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.
- J. 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).
- K. 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.
- L. This agreement may be renewed for another 12 months beginning July 1, 2018, 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.
- M. This agreement and any resulting disputes there under shall be interpreted under the laws of the Commonwealth of Kentucky.
- N. Both parties agree that there is an obligation to promptly report any and all incidents/actions that could compromise students, affect the status of the Registered Nurse's nursing license, and/or fraudulent or unethical behavior. This could include, but is not limited to, the following: legal offenses, criminal charges, allegations of abuse/neglect, unsafe nursing practice, unethical and/or fraudulent behavior, etc.
- O. The parties agree the Board of Education's failure to employ or maintain duly Licensed Registered Nurses who hold(s) a certificate for the position of School District Licensed Registered Nurse as required by 16 KAR 2:060 and who does not remain in good standing with the Kentucky Board of Nursing shall result in LTDHD'S discontinuation of billing KY Medicaid for services provided.
- P. The parties agree the Board of Education's failure to employ or maintain duly Licensed Registered Nurses who hold(s) a certificate for the position of School District Licensed Registered Nurse as required by 16 KAR 2:060 shall result in LTDHD'S discontinuation of billing KY Medicaid for services provided.
- Q. Both parties agree the Board of Education's failure to employ or maintain duly Licensed Registered Nurses who remain in good standing with the Kentucky Board of Nursing shall result in LTDHD'S discontinuation of billing KY Medicaid for services provided.

- R. The parties agree any School District Licensed Registered Nurse or clerical staff who engages in illegal or unethical behavior as defined by the KY Board of Nursing, School Board and/or LTDHD may result in LTDHD's discontinuation of billing KY Medicaid for services provided and may result in immediate termination of this agreement.
- S. Neither party shall have the right to assign any rights or duties under this agreement or any interests herein without the prior written consent of both parties.
- T. This agreement is not intended to benefit any third party, and shall not be interpreted to create rights for any third party.
- U. The parties to this agreement agree not to discriminate against anyone in relation to the subject of this agreement on the basis of race, color, national origin, sex, religion, genetic information or disability.
- V. KRS 45A455 prohibits conflicts of interest, gratuities, and kickbacks to employees of the board of education in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect. KRS 45.990 provides severe penalties for violations of the laws relating to gratuities or kickbacks to employees which are designed to secure a public contract for supplies and services.

FIRST PARTY:

(SIGNATURE OF AUTHORIZED AGENT)

Nelson County Schools

DATE

HEALTH DEPARTMENT:

(SIGNATURE OF AUTHORIZED AGENT)

DATE

(PRINT OR TYPE NAME OF AUTHORIZED AGENT)

Sara Jo Best, Director

Lincoln Trail District Health Department

Attachment A
Required Trainings

I. LTDHD Annual Trainings - All Nurses

1. OSHA/Bloodborne Pathogen Online Learning Module – Part 1 and Part 2
2. Fraud, Waste & Abuse Learning Module
3. Civil Rights Training, Online Learning Module
4. TB Online Learning Module (s)
5. Ergonomics Online Learning Module
6. Limited English Proficiency Online Learning Module
7. Culture Competency Online Learning Module
8. KDPH HIPPA Employee Orientation Module
9. National Standards for Culturally and Linguistically Appropriate Services Online Learning Module
10. Must maintain current American Heart Association CPR certification for Healthcare Professionals
11. Must complete the 23 Well Child Webcasts/modules within 12 months of hiring date

This includes the 23 Well Child webcasts/modules:

- a. Introduction
- b. Pediatric History Taking
- c. Newborn and Infant Examination
- d. Developmental Assessment of Newborn & Infant
- e. Language Development
- f. Head and Neck Examination
- g. Childhood Immunization
- h. Infant and Child Nutrition
- i. Breastfeeding
- j. Heart and Lung Examination
- k. Early Literacy in Well Child
- l. Examination of the Musculoskeletal System
- m. History Taking, Assessment of the Toddler
- n. History Taking, Guidance of the Preschool Child
- o. Recognition of Physical Abuse
- p. Dental Health
- q. Smoking Cessation
- r. Identification of Common Dermatologic Problems
- s. History Taking Guidance of the School Aged Child
- t. Interviewing the Adolescent
- u. Physical Developmental Assessment of the Adolescent
- v. Commission for Children
- w. Assessment of the School Aged Child

If not completed within the 12-month period, the 23 webcasts must be repeated, unless prior approval is received. School District Licensed Registered Nurses must complete a well-child update at least every 3 years after completing the 23 Well-Child training modules.

12. The KY Department of Medicaid and/or KY Department for Public Health require that School District Licensed Registered Nurses complete the above Well-Child modules and complete A Well-Child practicum, usually provided by the University of Louisville, in order to bill KY Medicaid for school nursing services. This required training is at Nelson County School's expense. The 23 Well-Child modules and practicum training must be completed within 12 months.
13. School District Licensed Registered Nurses must complete Department of Public Health Coding and Billing Training.

II. LTDHD Annual Trainings - All Billing Staff

1. OSHA/Bloodborne Pathogen Online Learning Module – Part 1 and Part 2
2. Fraud, Waste & Abuse Learning Module
3. Civil Rights Training, Online Learning Module
4. TB Online Learning Module (s)
5. Ergonomics Online Learning Module
6. Limited English Proficiency Online Learning Module
7. Culture Competency Online Learning Module
8. KDPH HIPPA Employee Orientation Module
9. National Standards for Culturally and Linguistically Appropriate Services Online Learning Module
10. Billing Staff must complete Department of Public Health Coding and Billing Training

Attachment B
Health Services Required for School Clinic Staff

1. Each School District Licensed Registered Nurse must have a TST (Tuberculosis Skin Test) or Blood Assay for Tuberculosis (T Spot) whichever is appropriate, within 10 days of employment. Thereafter, Licensed Registered Nurses will need an annual TST, unless a prior positive is documented. If they have had a prior positive TST, the Licensed Registered Nurse may need to complete a Chest X-Ray (CXR) upon employment and will need to complete an annual TB Risk Assessment.

Each School District School Billing Clerk must have a TST (Tuberculosis Skin Test) or Blood Assay for Tuberculosis (T Spot) whichever is appropriate, within 10 days of employment. If they have had a prior positive TST, the School Billing Clerk may need to complete a Chest X-Ray (CXR) upon employment. Thereafter, School Billing clerks will need to complete a TB Risk Assessment annually.” Each School District Licensed Registered Nurse must have a TST (Tuberculosis skin test) or Blood assay for Tuberculosis (T spot) whichever is appropriate, within 10 days of employment and annually unless a prior positive is documented. A two-step may be required if a TST is performed.

2. **The following vaccinations are required for School District Licensed Registered Nurses:**
 - a. Documentation of two doses MMR (Measles, Mumps, Rubella),
 - b. Documentation of completion of Hepatitis B series or signed Declination Form,
 - c. Tdap (Tetanus, diphtheria, pertussis) – onetime dose.
3. If staff does not have documentation of 2 MMRs and declines vaccination he/she must prove immunity by getting MMR titers at his/her own expense.
4. *Declination form must be signed for medical contraindications.*

Yearly TB Skin Tests and OSHA/TB training are mandatory for all School District Licensed Registered Nurse and Clerical Billing Staff.