



**FLOYD COUNTY BOARD OF EDUCATION**  
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**Sherry Robinson- Chair - District 5**  
**Dr. Chandra Varia, Vice-Chair - District 2**  
**Linda C. Gearheart, Member - District 1**  
**William Newsome, Jr., Member - District 3**  
**Rhonda Meade, Member - District 4**

**Action/Discussion Item:** Consider contracting with Home Health Care Services (of Pikeville, Ky) to place trained, experienced health care professionals in the district to provide total health care (including direct tracheotomy care) of students for the 2018-19 school year.

**Applicable Statutes or Regulations:** KRS 160.190 Duties and Powers of the Board and 707 KAR 1:320 Individual Education Program, Section 6

**Background and major Policy Implications:** The district has students who required specific health care services in order to receive a free appropriate public education. In order to attend school, students with a tracheotomy must have constant care and attention (i.e. suctioning of tracheotomy; proper administration of oxygen; care of portable tracheal suctioning equipment, ambu bad, oxygen tank and cart; reinsertion of the tracheotomy, if needed; knowledge and care of the Mediport used for IV access; and always being in a position to see the student's face on order to monitor breathing). Initially, a special needs para educator underwent training to deliver these services, but ultimately, in order to provide a free appropriate public education, a medical professional is required to perform duties of this nature.

Contracting with a medical agency for the services of a health professional will provide the support necessary to implement students' Individual Education Programs. Early preparation is required to ensure that students' are provided a free and appropriate education the least restrictive environment.

**Fiscal Budgetary Impact:** The district will bill Medicaid on actual cost depending upon the rate of pay for the professional performing the service at a return of 73% of the district cost. This is based on the rate of \$30 an hour. The contractor requires one month prepayment for services. Any funds no used in a month will be applied toward the next month.

**Alternatives:** None proposed

**Recommended Action:** Contract with a medial agency for the services of health professionals

**Contact Person:** Rady Martin, Director of District Wide Services 606.886.4539

**Date:** 5/24/18

  
Superintendent

  
Director-DWS (SpEd)

**CONTRACT FOR SERVICES 2018-19 SCHOOL YEAR  
HOME CARE HEALTH SERVICES, INC.**

This Agreement made and entered into, this \_\_\_\_ day of June 2018, between the Floyd County Board of Education, hereinafter "First Party," and Home Care Health Services, Inc., Second Party."

**WITNESSETH:**

**WHEREAS**, The Floyd County Board of Education has a need for licensed medical professionals to provide total health care for students to include tracheotomy care (suctioning and possible reinsertion of the tube), mobility, observation, and personal hygiene as specified by the students' Individualized Education Plans.

**WHEREAS**, Second Party Home Care Health Services will provide licensed medical professionals to provide the necessary care to ensure a Free and Appropriate Education is provided to the students enrolled in the Floyd County Public Schools.

**WHEREAS**, the parties have agreed with respect to such services and have a desire to commit their agreement to writing;

**NOW, THEREFORE**, for the consideration hereinafter set out, the parties do hereby agree as follows:

1. Second Party shall provide a non smoking employee to work in an educational setting to provide total health care for individual students. These services shall be provided at a charge of \$30.00 per hour. First Party will prepay for services one month (20 work days) in advance. If for any reason services are not provided, Home Care Health Services will fully refund the Floyd County Board of Education. Service from the Second Party shall include tracheotomy care (suctioning as needed and possible reinsertion of the tube), mobility and

personal hygiene. The employee will care for the equipment including operation and maintenance). The employee will notify board designee employee to secure the needed supplies to maintain the student's tracheostomy. The Board will notify HCHS who the designated employee to fulfil the role and contact information. The employee will observe for signs of respiratory distress by always being in a position to view the student's face during assigned work hours.

2. Second Party will maintain documentation in the form of daily medical logs and will provide copies pertaining to the assigned student to the Floyd County Schools.

3. First Party will assign an alternate school employee to observe student during the break and lunch of the HCHS employee. The HCHS employee is entitled to a ten (10) minute break for every four (4) hours worked. The HCHS employee will be paid for lunch as it is necessary for the HCHS employee to maintain student in a safe environment. The HCHS employee will need to maintain close proximity and carry a radio for emergency communication during assigned breaks.

4. First Party will communicate to HCHS employee in the event of school cancellation or student absence.

5. Second party will attempt to provide an alternate employee in the event of primary employee absence.

6. Second Party will provide proof of criminal background check for employee as well as professional license.

6. Second Party to maintain liability insurance

coverage in the amount of \$2,000,000.00. A copy of the insurance will be provided to the First Party.

7. First Party will train the HCHS employee in confidentiality procedures and guidelines. HCHS will adhere to all HIPPA guidelines followed by HCHS.

The First and Second Parties reserve the right to the end this contract with 30 days written notice.

## **CONTRACTOR**

**By:** \_\_\_\_\_  
Representative of Home Care Health Services, Inc.

## **Floyd County Schools**

**By:** \_\_\_\_\_  
Representative of the Floyd County Board of Education