THIS AGREEMENT, between Simpson County Board of Education
Franklin Simpson Middle School

(**First Party**) 430 South College Street

Franklin, KY 42134

and Barren River District Health Department

(**Health Department**) 1109 State Street

Bowling Green, KY 42102

is effective July 1, 2019 and ends June 30, 2020.

WITNESSETH THAT:

The Health Department agrees to provide staff for a school satellite clinic site at First Party's Franklin Simpson Middle School. 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 Barren River District Health Department School Health Protocols, the Kentucky Department of Education Health Service Reference Guide (KDE HSRG), and the Core Clinical Service Guide (CCSG), current edition.

1. Health Department agrees to the following:

A. Health Department will provide the following equipment at Franklin Simpson Middle School:
Ascensia Contour glucometer
exam table
otoscope and ophthalmoscope
scales
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 screening for individual students, administration of medications, well child exams for students, immunizations (see 3A below), 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 diabetes, glucagon, and epi pens, (refer to 2E), referral to other health department staff for group health promotion and education activities, and employee health screenings. Forms provided in the Barren River District Health Department's School Health Protocols and Core Clinical Service Guide will be used to document nursing interventions, including medication administration, except when separate documentation is required by the school in order to bill for IEP services.

C. The Health Department nurse shall not be responsible for attending student field trips, but shall advise First Party staff on precautions and planning for students with health issues who will be on the trips and shall train and delegate health services to the First Party staff as allowed by the field trip jurisdiction's board of nursing and as appropriate.

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 $83.33 per day not to exceed $15,000 per school year Franklin Simpson Middle School 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.

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 Franklin Simpson Middle School :

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 Franklin Simpson Middle School:
1 desk and chair
4 chairs for waiting area
1 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

C. First Party's principals and teachers will cooperate to make students available for services.

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 assign a school staff member to work with the Health Department nurse to perform data entry and monitoring of required immunizations and physicals. The school staff member will refer, to the Health Department nurse, those students who need immunizations and/or school physicals. The Health Department nurse will perform the needed service and provide to the school employee the required documentation for entry into the school's electronic student database.

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 rate of $83.33 per day, not to exceed $15,000 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.

I. The First Party shall provide carbohydrate counts for foods and beverages served by school staff (both breakfast and lunch).

3. 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 Franklin Simpson Middle School to students which are services the Health Department is obligated to provide to the general public include:

1. Parent notification of immunization needs and administration of immunizations when applicable. Students who require vaccinations will be screened for VFC (Vaccines for Children/Kentucky Vaccine Program) eligibility. Students who are VFC eligible may receive their vaccines at school or with their regular provider. Students who are not VFC eligible will be referred to their regular provider or the local health department to receive all required vaccinations.
2. Performance of well-child physical exams as necessary.
3. Performance of dental screenings
4. Bill for health services performed, that are not included in student IEP, to Medicaid.

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. Attend ARC meetings and contribute as necessary on information related to health services included in IEP/504.
2. Assist school district with documentation to submit for billing Medicaid for health services written within the IEP and billed by the school district.

3. Delegate and train unlicensed school personnel on the administration of medications, insulin calculations and administration, and health services as appropriate (refer to 3H).
4. Supervise unlicensed school personnel performance of delegated health services.
5. Assist with planning for field trips.
6. Case management of students with chronic health conditions, including the training of school personnel on the emergency management of asthma, severe allergic reactions (anaphylaxis), diabetes, and seizures

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.

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 702 KAR 1:160, section 2 and 3. 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 and KRS158.838, First Party staff will be trained and delegated medication administration, insulin calculations and 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 by First Party. 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 has the right to revoke any delegation from First Party staff, if the Health Department feels it is unsafe. 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.

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.

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.

J. 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 7:30 AM to 3:30 PM, allowing for the nurse's 30 minute lunch break.

K. 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.

L. 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.

M. The total payments made under the terms of this agreement shall not exceed $15,000.

N. 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).

O. 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.

P. This agreement may be renewed for another 12 months beginning July 1, 2020, 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.

Q. This agreement and any resulting disputes there under shall be interpreted under the laws of the Commonwealth of Kentucky.

FIRST PARTY:

_____ Date: _____
(Print Name)_____, Superintendent
Simpson County Board of Education

HEALTH DEPARTMENT:

_____ Date: _____
Dr. Matt Hunt, District Director
Barren River District Health Department