



FLOYD COUNTY BOARD OF EDUCATION
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Dr. Chandra Varia, Member- District 2
Linda C. Gearheart, Member - District 1
Dr. Chandra Varia, Member- District 2

Action/Discussion Item:

Approve Agreement/Contract between the Floyd County Health Department and Floyd County Schools to provide three (3) Registered Nurses to deliver direct health services to students for the 2019-2020 school year. The health department may bill Medicaid for allowable visits for sick care, physicals examinations, and immunizations. The Floyd County Health Department has seen an increase in fringe benefits for employees. As a result of the budgetary changes the RN position at DACE was eliminated in December of 2018. The 2019-2020 contract states that the FCHD agrees to provide up to 180 days (minus staff leave time) not to exceed 185 days per school year. The 180 days of nursing service at the three schools is a reduction of 7 days from contractual agreements in previous years. Nursing service has been provided by Floyd County Health Department since 2009.

Applicable Statutes or Regulations:

KRS 160.190 Duties and Powers of the Board: 01.11
702 KAR 1:160
KRS 314.041

Background and Rationale: The Agreement with the Floyd County Health Department (FCHD) is an opportunity to develop a partnership for the delivery of health services to the children of Floyd County School System in three areas of the county. RN placement will continue at AES, PES and BLES.

Budget/Financial Issues: The budgetary cost to the district will be \$36,465.00 (\$12,155.00 per nurse.) The Floyd County School System agrees to provide space, phone service and access to bathroom facilities, access to a copier, Audiometer and a computer.

Recommendation: Approval of the Agreement/Contract.

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

Date of Board Meeting: 06/24/2019

District Health Coordinator

Superintendent

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

WITNESSETH THAT:

- Health Department agrees to provide a registered nurse for a satellite site clinic at three (3) of the First Party's School(s) specifically Allen Elementary, Betsy Layne Elementary, and Prestonsburg Elementary.

1. Health Department agrees to the following:

- A. Health Department will provide the following equipment at the above listed school(s):

Ascensia Contour glucometer

exam table & stool

otoscope and ophthalmoscope

scales

stadiometer

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 individual acute and chronic illness screenings, required acute and chronic treatments as prescribed by the primary care provider, individual vision and hearing screenings, administration of medications to individual students, well child exams for students, immunizations, 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 glucagon, and epi pens, (refer to 2E), referral to other health department staff for group health promotion and education activities, and employee health screenings.
- C. The Health Department nurse shall/ shall not be responsible for attending student field trips, but shall/ shall not advise First Party staff on precautions and planning for students with health issues who will be on the trips and shall/shall not train and delegate health services to the First Party staff as allowed

by the field trip jurisdiction's board of nursing and as appropriate **with the exception of insulin administration and carb counting which the health department shall not provide training for and or delegation of duty for to the First Party Staff.**

- D. The Health Department agrees to provide up to 180 days (minus staff leave time as described herein) not to exceed 185 per school year at 3 schools (designated in this contract) 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 who are employed by the health department.
- 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 Allen Elementary, Betsy Layne Elementary, and Prestonsburg Elementary School(s):
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 at the 3 listed School(s):
 - 1 desk and chair
 - Waiting area space
 - 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
 - Audiometer
- C. First Party's principals and teachers will cooperate to make students available for services as well to assist in helping to screen children with repeated asymptomatic issues .
- 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 work with the Health Department nurse to perform FERPA data entry and monitoring of required immunizations and physicals. The Health Department nurse will perform the needed service and will enter the data into the school's electronic data base as time permits and if the nurse cannot complete due to time constraints, the nurse will provide to the school the required documentation for entry into the school's electronic student database and work with the school to ensure that information is completed in a timely manner.**

- 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 **\$12,155.00 per each nurse** for a total of **\$36,465.00** dollars per school year which represents 65 dollars per day per nurse to cover partial expense of the nurse.
 - 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.
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 its 3 selected schools to students which are services the Health Department is obligated to provide to the general public include:
 - 1. Administration of immunizations as necessary.
 - 2. Performance of well-child physical exams as necessary.
 - 3. Performance of dental screenings and application of dental varnish as necessary.
 - 4. Bill for health services performed, that are not included in student IEP, to Medicaid Managed Care Organizations for the health department.
 - 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. Collect and monitor the following health records for compliance:
 - a. Immunizations.
 - b. Dental screening/exam for initial entry.
 - c. Vision exam for initial entry.
 - d. Physical exam forms (grades K and 6).
 - e. Screening programs are scheduled and performed for vision, and hearing as time allows.
 - 2. Maintain student health records in the First Party's electronic records database:
 - a. Record medication and clinical procedures.
 - b. Document health room visits.
 - c. Parent/Guardian communication.
 - 3. Attend ARC meetings and contribute necessary information related to health services included in IEP/504.
 - 4. Assist school district with documentation to submit for billing Medicaid for health services written within the IEP and billed by the school district.
 - 5. Delegate and train unlicensed school personnel on the administration of medications and health services such as care of children with asthma, severe allergic reactions and seizures as appropriate with the exception of the training for insulin administration, carb counting and

any delegation of diabetes based services which the health department shall not provide at the school locations listed.

Based on the final ruling by the Kentucky Board of Nursing regarding insulin administration, the Board of Education shall address the plan to provide care for insulin dependent diabetic children independent of this contract.

6. Provide over-site of unlicensed school personnel performance of delegated health services at the site the nurse is located except for diabetes care delegation to a non-licensed person.
 7. Assist with planning for field trips.
 8. Case management of students with chronic health conditions such as asthma, severe allergic reactions (anaphylaxis), and seizures.
 9. Provide additional training per the school nurse at other locations as available and based on BOE need to be paid in addition to the hours noted in this contract at the reimbursement rate of the nurse to include salary/fringe for those designated hours.
- 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 and would include physical exams, immunization, and documentation to support MCO billing.
- 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 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 nurse.
- H. As required and allowed by KRS 156.502, First Party staff will be trained and delegated medication 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 with all

emergency trainings with the exception of CPR and insulin administration and or the delegation of that service. 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 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 and within the nurse's scope of practice.
 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 with the exception of students who are insulin dependent. The health department nurse will provide diabetes care of diabetic students at the site where the nurse is stationed and the board of education will develop a plan to provide care for those children in the absence of the nurse which will be determined at the time of the IEP plan.
 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.
 9. The First Party shall reimburse the Health Department any payment for IEP services provided by the Health Department nurse.

LOCAL HEALTH DEPARTMENT AGREEMENT TO PROVIDE SERVICES

- J. In addition, the Health Department requests the opportunity to provide employee wellness programs such as Humana Vitality, exercise programs, diabetes screenings, nutritional classes, and other health wellness programs that would improve and give data about the health status of this population. These services would be billed for by the health department to 3rd party insurances only as appropriate and according to insurance criteria.
- K. The hours of operation for the satellite site clinic will be determined through mutual agreement by all parties. For the purposes of this agreement, the workday will be 8 hours per day, allowing for the nurse's 30 minute lunch break to equal 7.5 of hours worked for each day of work.
- L. 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.
- M. 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.
- N. The total payments made under the terms of this agreement shall not exceed \$40,000.
- O. 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).
- P. 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.
- Q. This agreement may be renewed for another 12 months beginning July 1, 2019, 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.
- R. This agreement and any resulting disputes thereunder shall be interpreted under the laws of the Commonwealth of Kentucky.

FIRST PARTY:

Floyd County Board of Education

Date: _____

HEALTH DEPARTMENT:

Thursa Sloan

Thursa Sloan, Public Health Director
Floyd County Health Department

Date: April 30, 2019