

THIS AGREEMENT, between Allen County Board of Education

(First Party)

and Allen County Health Department

(Health Department)

is effective July 1, 2020 and ends June 30, 2021.

WITNESSETH THAT:

Health Department agrees to provide staff for a satellite site clinic at First Party's Allen County Intermediate Center, Allen County Primary Center, James E. Bazzell Middle School, and the Allen County Scottsville High School.

1. Health Department agrees to the following:

A. Health Department will provide the following equipment at each of the four school satellite sites:

Hemocue Glucose Meter
exam table & stool
otoscope and ophthalmoscope
scales
stadiometer
oxygen
emergency kit
thermometer
emergency 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, referred vision and hearing screenings, lice screenings, administration of medications, counseling, 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. Delegation of insulin administration and carbohydrate counting to unlicensed school personnel will not be the responsibility of the Health Department nurse.
- 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 at each of the four satellite sites for a nurse not to exceed \$120,000.00 per school year at the Allen County Intermediate Center, Allen County Primary Center, James E. Bazzell Middle School, and Allen County-Scottsville High 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
- G. The Health Department will provide a school health nurse following the National Association of School Nursing (NASN) nurse to student ratio recommendations: 1:750 Well Students; 1:225 in the student populations that may require daily professional school nursing services or interventions i.e. Special Ed inclusions; 1:125 in the student population with complex health care needs and 1:1 for individual students with multiple disabilities. 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 Well Students.

2. First Party agrees to the following:

- A. First Party will provide at each of the four satellite sites at a minimum:
 - 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 and supplies at each of the four satellite sites:
 - 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 2019 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 at each satellite site 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 refer 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 each of the four satellite sites at a rate of \$120,000 per school year.
 - H. The First Party shall obtain provide, collect the 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 each of the four satellite sites to students which are services the Health Department is obligated to provide to the general public include:
 - 1. Referral to Health Department or Primary Care Provider for administration of immunizations as necessary.
 - 2. Referral to Health Department or Primary Care Provider for well-child physical exams as necessary.
 - 3. 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. Monitor the following health records for compliance:
 - a. Immunizations.
 - b. Physical exam forms (grade 6).
 - 2. Delegate and train unlicensed school personnel on the administration of medications and health services as appropriate.
 - 3. Supervise unlicensed school personnel performance of delegated health services.
 - 4. Assist with planning for field trips.
 - 5. Assist with case management of students with chronic health conditions for 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 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. 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, medical appointments for self or family members, 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. 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 7:30 am to 3:30 pm, allowing for the nurse’s 30 minute lunch break.
- J. 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.

- K. 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.
- L. The total payments made under the terms of this agreement shall not exceed \$120,000.00.
- M. 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).
- N. 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.
- O. This agreement may be renewed for another 12 months beginning July 1, 2021, 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.
- P. This agreement and any resulting disputes thereunder shall be interpreted under the laws of the Commonwealth of Kentucky.

FIRST PARTY:

Travis Hamby, Superintendent
Allen County Board of Education

Date: _____

HEALTH DEPARTMENT:



David Scott Williams
Director, Allen County Health Department

Date: 11 Nov 2020