



**FLOYD COUNTY BOARD OF EDUCATION**  
**Danny Adkins, Superintendent**  
**442 KY RT 550**  
**Eastern, KY 41622**  
**Telephone (606) 886-2354 Fax (606) 886-4550**  
**www.floyd.kyschools.us**

**Linda C. Gearheart, Board Chair - District 1**  
**William Newsome, Jr., Vice-Chair - District 3**  
**Dr. Chandra Varia, Member- District 2**  
**Keith Smallwood, Member - District 4**  
**Steve Slone, Member - District 5**

**Date: June 28, 2021**

**Consent Agenda Item (Action Item):**

Approve Agreement/Contract between the Floyd County Health Department and Floyd County Schools to provide (3) Registered Nurse to deliver direct health services to students for the 2021-2022 school year. The FCHD may bill Medicaid for allowable visits for sick care, physicals, examinations and immunizations. The 2021-2022 contract states that the FCHD agrees to provide services by RN's up to 180 days per school year (minus staff leave time) not to exceed 185 days per school year. Nursing service has been provided without interruption by the Floyd County Health Department to Floyd County Schools since 2009. The FCHD RN's have attended and completed specialized training as School Nurses by the KY Department of Public Health. The RN's assist the FCS health coordinator in the District Medication Training provided to coaches, bus drivers, paraprofessionals and aides annually. The RN's coordinate services and monitor infectious diseases within the schools at the direction of the Floyd County Health Department Administrator. The school nurses stand at the intersection of health and education, weaving supports that reduce barriers to learning by working closely with parents, school staff, community physicians and local agencies.

**Applicable State or Regulations:**

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

**Budget/Financial Issues:**

The budgetary cost to the district will be \$36,465.00 (\$12,155.00 per nurse). The remainder of the salary and benefits package is provided by the Floyd County Health Department. The Floyd County School District agrees to provide a space, phone service, and access to bathroom facilities, access to a copier, an audiometer and a computer.

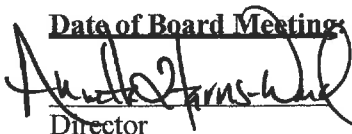
**Background and Rationale:**


The Agreement/Contract with the Floyd County Health Department (FCHD) is an opportunity to continue an ongoing partnership that is essential for the delivery of health services to the children that attend Floyd County Schools in three elementary schools in the district. RN placement will continue at AES, PES and BLES.

**Recommended Action:** Approval of the 2021-2022 Agreement/Contract.

**Contact Person(s)** Annette Harris-Ward, RN M.S. Ed. District Health Coordinator

**Date of Board Meeting:** 06/28/21

  
Director Date: 6/28/21

  
Superintendent Date: 6-7-21

THIS CONTRACT, between  
(First Party)

FLOYD COUNTY BOARD OF EDUCATION  
106 NORTH FRONT AVENUE  
PRESTONSBURG, KY 41653

and

(Health Department)

FLOYD COUNTY HEALTH DEPARTMENT  
283 GOBLE STREET  
PRESTONSBURG, KY 41653

is effective JULY 1, 2021 and ends JUNE 30, 2022.

**WITNESSETH THAT:**

**The First Party agrees to perform the following:**

1. The First party will check services requested on the enclosed list of services offered.
2. The First party will complete the voucher for EACH employee referred to the health department for services.
3. The voucher will be signed by an appointed authority and brought to the health department by the employee on the date of service.
4. The First Party will be responsible for making the appointments for the requested service.
5. The First party will pay the health department for influenza shots denied by the employee's insurance.
6. **No service will be provided until the signed contract is returned to the health department.**

**The Health Department agrees to perform the following services:**

1. The health department will provide services as requested by the first party.
2. The health department will provide these services according to the Clinical Service Guide.
3. The health department will bill the employee's insurance for influenza shots only.

**COMPENSATION/PAYMENT:**

1. The health department will send an invoice to the first party for services rendered.
2. Invoices must be paid within 30 days upon receipt of the invoice to continue receiving services.

The First Party agrees to abide by the rules and regulations regarding the confidentiality of personal medical records as mandated by the Health Insurance Portability and Accountability Act (42 USC 1320d) and set forth in federal regulations at 45 CFR Parts 160 and 164.

The First Party agrees to 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 contract 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 contract.

**Section 601 of Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d)**, provides that no person shall "on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

In 1974 the Supreme Court (Lau v. Nichols, 414 U.S. 563) interpreted regulations promulgated by the former Department of Health, Education and Welfare (HHH's predecessor), 45 CFR 80.3 (b) (2), to hold that Title VI prohibits conduct that has a disproportionate effect on **Limited English Proficient (LEP) persons** because such conduct constitutes national-origin discrimination. On August 11, 2000, **Executive Order 13166** was issued, "Improving Access to Services for Persons with Limited English Proficiency (LEP)."

- 1) For the services described in this contract, the First Party agrees to pay the Health Department in the following manner, **Monthly** payable upon receipt of appropriate billing.
- 2) The total payments made under the terms of this contract shall not exceed \$17,000.00.
- 3) The Parties to this contract agree to 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).
- 4) 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 contract.
- 5) Either Party shall have the right to terminate this contract at any time upon 30 days written notice to the other Party.

**FIRST PARTY:**

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED AGENT)  
FLOYD COUNTY BOARD OF EDUCATION

\_\_\_\_\_  
DATE

**HEALTH DEPARTMENT:**

Thursa Sloan  
(SIGNATURE OF AUTHORIZED AGENT)

05/24/2021  
DATE

Thursa Sloan  
(PRINT OR TYPE NAME OF AUTHORIZED AGENT)  
THURSA SLOAN, PUBLIC HEALTH DIRECTOR  
FLOYD COUNTY HEALTH DEPARTMENT



283 Goble Street, Prestonsburg, KY 41653  
Phone (606) 886-2788 Fax (606) 886-9318

CPT	SERVICE DESCRIPTION	CHARGE
86580	PPD Mantoux-TB Skin Test	\$26.00 - \$105.00
90632	Hepatitis A Adult	\$88.00
90688	*Influenza Vaccination (age 3 and above)	See below
90714	Tetanus Diphtheria	\$54.00
90715	Tdap	\$66.00
90746	Hepatitis B (age 20 and above)	\$81.00
99385 - 99397	Physical Exam--(This is an <b>AVERAGE PRICE</b> depending on the age of the patient and if they are New or Established)	\$130.00

Please check the following service(s) you wish to be covered in this contract:

Physical Exam	Yes _____	No _____
PPD (TB Skin Testing)	Yes <input checked="" type="checkbox"/>	No _____
Influenza Vaccinations	Yes <input checked="" type="checkbox"/>	No _____
Hepatitis B Vaccination	Yes <input checked="" type="checkbox"/>	No _____
Hepatitis A Vaccination	Yes <input checked="" type="checkbox"/>	No _____
Tetanus/TDap Vaccination	Yes <input checked="" type="checkbox"/>	No _____

**\*INFLUENZA VACCINATIONS WILL BE GIVEN AS AVAILABLE**

**(CALL FOR PRICING AND SCHEDULING IN THE FALL)**



283 Goble Street, Prestonsburg, KY 41653  
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**VOUCHER**

**FOR CONTRACTED SERVICES AT THE FLOYD COUNTY HEALTH DEPARTMENT**

\_\_\_\_\_  
Name of Employee

Is employed by: \_\_\_\_\_

\_\_\_\_\_  
Name of Company or Organization

It is requested the above named person receive the following service or services:

\_\_\_\_\_

and be billed to: \_\_\_\_\_

\_\_\_\_\_  
Name of Company or Organization

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**\*THIS VOUCHER IS VALID ONLY FOR CONTRACT/FISCAL YEAR 2021-2022\***