

## AGREEMENT RELATING TO HEALTH SERVICES

This AGREEMENT, effective upon the date of the last signature herein below, by and between the BOARD OF EDUCATION OF SPENCER COUNTY, KENTUCKY, a body politic and corporate ("BOARD"), and the North Central District Health Department-Shelbyville, Kentucky ("NCDHD"), or collectively "the Parties";

WHEREAS, the BOARD has a general legal obligation to provide students enrolled in the Spencer County Schools ("School District") certain health services;

WHEREAS, the BOARD has employed two (2) qualified and appropriately licensed nurses;

WHEREAS, due to the possibility of an increase in funding for the Kentucky Employees Retirement System ("KERS") required by the Spencer County Board of Health it is the desire of the parties for this AGREEMENT to be temporary in nature;

WHEREAS, the NCDHD desires by this AGREEMENT to set out their relationship, method and manner in which school health services will be provided to students of the School District under a health program;

WHEREAS, the NCDHD by this AGREEMENT will provide a health program in the School District through which BOARD nurses will provide school health services to School District enrolled students and the NCDHD will bill Medicaid for school health services, excluding IEP plan services, for which the Board has the option to bill potential third-party payors, including Medicaid, for health services provided under the health program; and,

WHEREAS, the Parties find it necessary and appropriate to reduce their agreement, understanding, obligations, and respective benefits serving as satisfactory consideration to writing;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits, and covenants hereinafter contained and the payment by NCDHD of \$80,000.00, (Eighty Thousand Dollars) in quarterly installments of \$20,000.00 (Twenty Thousand Dollars) to the BOARD the parties agree as follows:

1. The BOARD shall:

- a. Employ two (2) qualified and duly licensed nurses who hold a certificate for the position of school nurse as required by 16 KAR 2:060.
- b. Facilitate the opportunity for NCDHD to participate in an assessment of the qualifications, experience and suitability of nurse applicants and possibly sit in on the interview process prior to a nurse applicant becoming employed by the BOARD, with the understanding and commitment that nurse applicants are entitled to confidentiality.

2. The School District health nurses shall provide to enrolled students:

- a. Sick visits, required acute and chronic treatments as prescribed by the primary care provider, vision and hearing screenings, lice screenings,

administration of medications, counseling, case management, referral and follow-up, individual health education, school staff training for medication administration and management of children with special needs such as diabetes, glucagon, and epi pens, referral to a health department for health promotion and education activities, and employee health screenings. The school nurses will also be providing daily health services to Spencer County Schools.

- b. The nurses shall be responsible for attending student field trips; but in the event a school district nurse is not able to attend, they shall advise on precautions and planning for students with health issues who will be on the trips. They shall train and delegate to the extent legally permissible, health services, as allowed by the field trip board policy. A school nurse shall not be permitted to go on out of state trips. To the extent nursing services are required for a student going on an out of state trip, appropriate and satisfactory nursing services will be engaged by the BOARD on a case-by-case basis. School Nurses shall not make home visits.

3. A BOARD nurse shall be responsible as follows:

- a. If a Board Nurse is not able to attend, they shall advise the appropriate individual attending on precautions and planning for students with health issues. Further the Board nurse shall delegate to the extent legally permissible, health services to the designated individual, in accordance with the field trip board policy. A school nurse shall not be permitted to go on out of state trips. To the extent nursing services are required for a student going on an out of state trip, appropriate and satisfactory nursing services shall be engaged by the BOARD on a case-by-case basis. School Nurses shall not make home visits.
- b. Any additional health services that may become necessary will be addressed in an addendum to this AGREEMENT, duly executed by the Parties.

4. The School District health nurses shall:

- a. Collect, enter, monitor, and maintain student data for the School District's electronic database for the following health records for compliance:
  - i. Immunizations
  - ii. Vision exam for initial entry
  - iii. Physical exam forms (grades K through 6, including Body Mass Index)
  - iv. Screenings performed for vision and hearing.
  - v. Cumulative Health Records, including but not limited to: medication and clinical procedures, documentation of health room visits communications of parents and/or guardians documentation of health exams and screening data.

5. The School District health nurses shall:



- a. Coordinate, with the assistance of school administrators, teachers, and classified employees a list of the students in need of health services, maintaining student confidentiality at all times as provided under the federal Family Educational Rights and Privacy Act (FERPA), KRS 160.700. (KY FERPA), and to the extent applicable the Health Insurance Portability and Accountability Act (HIPAA).

6. The BOARD shall:

- a. Provide in each school in the School District where health services are to be offered at least one (1) room with a door that locks including access to a sink with, hot and cold running water and a restroom with the necessary supplies for proper hygiene.
- b. Provide telephone access, internet access, and access to a copier/paper for School District nurses under this AGREEMENT.
- c. The Board will grant access to related school health records to NCDHD for the duration of the school health program and/or until the time the student reaches age 18 years plus 5 years, or 10 years from the last date of service, whichever is the longer time period.

7. Payment:

- a. The Spencer County Board of Education shall invoice NCDHD quarterly beginning October 1, 2021 and each quarter thereafter during the term of this AGREEMENT .
  - i. Payment shall be made within ten (10) business days of receipt of the invoice with supporting documentation in accordance with the appended school health budget attached hereto as "Exhibit A" and incorporated herein by reference.

8. Term, Termination, Renewal of Agreement, Miscellaneous

- a. This AGREEMENT will commence on July 1, 2021 and terminate June 30, 2022. **This will be the final year of transitional funding supplied by the Spencer County Board of Health.** The Parties agree neither has a right or expectation of continuation or renewal for any subsequent term or period.
- b. The Parties agree this AGREEMENT may be paused or terminated at any time by either party, with or without cause (including but not limited to schools not being in session, Declaration of Emergency by the state or county government), upon written notice to the other party at least thirty (30) calendar days prior to the effective date of such pause or termination.
  - i. In the event that this AGREEMENT is paused or terminated prior to the term contemplated herein, NCDHD agrees to prorate any amount due to the Spencer County School Board under this AGREEMENT as of the date of such event.

- ii. In the case of an emergency preparedness event and/or school not being in session, in lieu of termination, NCDHD may elect to utilize the nurses for county or district issues in keeping with Spencer county Board of Health's and NCDHD's statutory duties and obligations and in that event the Board nurses shall continue to be compensated under the terms of this agreement, until the exhaustion of the funds contemplated herein.
- c. Neither party shall have the right to assign or transfer any rights or duty or interest created by this AGREEMENT without the prior written consent of both Parties.
- d. This AGREEMENT is not intended to benefit or create any rights for third parties and shall not be construed or interpreted to create such third-party rights.
- e. The parties hereto do not waive, by entering into this AGREEMENT, any defenses that may exist, or the use of immunity or other defense to any claim, which may be asserted against any other party hereto.
- f. The parties recognize that student records which include personally identifiable information (PII) are confidential under either or each of the Federal Family Educational Rights and Privacy Act of 1974 (FERPA), or the Kentucky Family Education Rights and Privacy Act (Ky. FERPA), or the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties agree to reference the following guidance jointly authored by the US. 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/doe-ferpa-hipaa-guidance.pdf>, attached hereto and incorporated by reference to this AGREEMENT as if fully stated herein. Any provision of this AGREEMENT which conflicts with the Joint Guidance or any provision of Federal or State- FERPA, KY FERPA or HIPAA will be deemed null and of no legal effect.
- g. Student health records which are "education records under Federal or State FERPA are confidential and will be maintained and under the control of the BOARD. The Board will grant access to related school health records to NCDHD for the duration of the school health program and/or until the time the student reaches age 18 years plus 5 years, or 10 years from the last date of service, whichever is the longer time period. Certain student records are subject to being maintained by both parties.
- h. Each Party to this AGREEMENT agrees not to discriminate against any person or persons who may form part of this AGREEMENT on the basis of race, color, national origin, sex, religion, genetic information or disability.

i. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

- j. This AGREEMENT constitutes the full and entire understanding among the parties with regard to the subject matter of this AGREEMENT and there are no other verbal or written representations or agreements. This AGREEMENT may be amended, or a provision waived only by a written document signed by an authorized representative of each Party.
- k. This AGREEMENT shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
- l. If, during the term of this AGREEMENT, it is found that a specific provision or language used is illegal under Federal or State law, the remainder of this AGREEMENT is not affected by such ruling or determination and the balance shall remain in full force and effect.

Each person signing this AGREEMENT represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this AGREEMENT for their respective party.

THIS DAY OF \_\_\_\_\_ 2021

BOARD OF EDUCATION, SPENCER COUNTY KY

BY \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

NORTH CENTRAL DISTRICT HEALTH DEPARTMENT

BY 



Printed Roanya Rice, RN

Title Public Health Director

## Appendix to School Health Contract

FY 2021-2022

### School Health Budget

School Nurses Salaries Budget

FY 2022

July 1, 2021 - June 30, 2022

MUNIS			SCHD	District
Code	(2 registered nurses)	Amounts	Funded	Funded
0160	Salaries	84,893.00	\$ 76,232	\$ 8,661
0211	District Life Insurance	61.00	55	6
0222	Medicare Taxes - Employer Share	1,231.00	1,105	126
0231	TRS Retirement - Employer Share	2,547.00	2,287	260
0253	KY Unemployment Insurance	120.00	108	12
0260	Workers Compensation Insurance	238.00	213	25
TOTALS		89,090.00	80,000	9,090

Please note: SCBOE will also fund all medical supplies, office supplies and equipment, professional development, and reimbursements of employee business expenses.