



FLOYD COUNTY BOARD OF EDUCATION
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William Newsome, Jr., Vice-Chair - District 3
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Consent Agenda Item (Action Item): Approve contract for COVID Test to Stay Program with Envivo Health.

Applicable State or Regulations: KRS 156.070

Fiscal/Budgetary Impact:

There will be no cost to the district. Envivo Health will provide trained staff to each school in the district. A FDA approved rapid antigen test to identify SARS-CoV-2 will be done at no cost to the individual after consent from the appropriate person or parent/guardian. Testing and supplies will be billed to the Kentucky Cabinet for Health and Family Services by Envivo Health.

History/Background:

CDC recommends that all teachers, staff and eligible students be vaccinated as soon as possible. Schools have a mixed population of both staff and students who are fully vaccinated and not fully vaccinated. The lack of vaccinations inside the school impose serious health risks. These variations in vaccination status require K-12 administrators to make decisions about the use of prevention strategies in their school and are why CDC recommends testing. Use of a frequent SARS-CoV-2 screening testing program for teachers, staff and students is another approach to keep students and staff in school. Testing provides an important layer of prevention, particularly in areas with a substantial number of COVID cases and quarantines due to exposure. Screening testing will identify infected people who may be contagious, so measures can be taken to further prevent transmission. Test to Stay will only be used on asymptomatic non-vaccinated individuals identified as a close contact to a COVID positive person. Each school will track all students/staff participating in the Test to Stay Program. Up to 5 days of testing with results will be entered and completion of the testing cycle will be recognized when complete.

Recommended Action: Approve a testing program that can be carried out by health office staff that allows symptomatic testing on staff, teachers and students who present to the health offices with COVID related symptoms.

Contact Person(s):

Annette Harris, RN M.S. Ed.

Director Annette Harris Date 9/4/21 Superintendent Anna Whitaker Date 9-15-21



AGREEMENT

The Agreement is made and entered into as of between Envivo Health, a Kentucky corporation with an address of 7 Jamestown Street, Russell Springs, Kentucky 42642 (herein after "Envivo") and Floyd County hereinafter referred to as ("Client") under which the following terms and conditions apply.

WHEREAS ENVIVO provides Third Party Administrators (hereinafter, "TPA's") Service to individual clients working directly with ENVIVO.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, ENVIVO and Client hereby enter into this Agreement upon the following terms and conditions:

ARTICLE I: SCOPE OF SERVICES

SECTION 1. ENVIVO RESPONSIBILITIES

- A. ENVIVO agrees to provide Laboratory services to Client and Client's designated customers.
- B. ENVIVO shall provide reporting mechanisms for the retrieval of COVID-19 test results to the Client.
- C. ENVIVO shall upload to the required state agencies any results reported by the laboratory as having a confirmed positive test result.
- D. ENVIVO will bill to the Kentucky Cabinet for Health and Family Services a monthly invoice, for all collection and testing charges.

SECTION 2. CLIENT RESPONSIBILITIES

- A. Client shall provide to ENVIVO required demographic information. This information shall include, but not limited to: Donor name, date of birth, Social Security number/School ID, race, ethnicity, & testing frequency
- B. Client shall obtain and provide to Envivo written parental guardian consent for testing of any minor student to be enrolled in testing services.
- C. Client shall make available to Envivo space to allow reasonable privacy during the testing process, and space to properly process or package collected specimens.
- D. Client shall provide Internet connectivity to Envivo to ensure fastest results delivery and proper test ordering.



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E. ENVIVO's role shall be limited to that of a laboratory broker and specimen collection.

F. Client shall notify ENVIVO immediately of any changes to the demographic information of Client so that no delay in reporting of results shall occur.

G. The Client shall designate in writing authorized representatives of Client to whom ENVIVO shall report tests via PremierTox Direct (PTD).

H. Client represents that all results and information obtained from the testing services be maintained confidentially and if the Client requests reports from PTD by any means other than electronic transfer, then the Client shall provide the client services team with instructions regarding a method of transfer of information that will insure the confidentiality of all such information. The standard mechanism for reporting of result information is by PTD, and Client warrants that they shall maintain their system in a manner that provides reasonable security. All information reported to Client by PTD shall be disclosed only to individuals with a valid need for the information.

I. The Client shall notify ENVIVO in writing of any specialty needs no fewer than two full business days before the anticipated date of the need.

J. In light of irreparable harm which would be suffered by ENVIVO during the term of this Agreement and for a two (2) year period after its termination, Client shall not, directly or indirectly:

1. Use any records, lists, data, or information of ENVIVO's for benefit of any competitor of ENVIVO's business or interest.
2. Hire or cause to be hired any employee, agent or subcontractor of ENVIVO.
3. Use to Client's advantage any information as to ENVIVO's customers, prospects, fees, charges, contacts, relationships or other information concerning ENVIVO's business.



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SECTION 3. CONFIDENTIALITY

A. ENVIVO shall maintain the strictest controls over testing information relating to Client's testing participants and shall make all reasonable efforts to restrict access to this information. ENVIVO may, upon receipt of proper documentation, release any testing information as may be requested to state and federal agencies.

B. ENVIVO acknowledges that information provided by Client is provided solely for the purpose of providing COVID-19 testing services. ENVIVO further acknowledges that this information is of a privileged nature and the inappropriate dissemination of this information could cause great harm to the business of Client.

SECTION 4. RECORD KEEPING AND RECORD RETENTION

The laboratory shall be the sole custodian of an individual's test result. The laboratory shall maintain all dated testing records.

ARTICLE II: FEES AND PAYMENT TERMS

SECTION 1. BILLING. ENVIVO shall invoice the Kentucky Cabinet for Health and Family Services for all Services performed.

ARTICLE III: MISCELLANEOUS TERMS

SECTION 1. TERM. The Term of this Agreement shall be effective as of the date of signature and shall renew automatically upon the anniversary date of the date of execution unless terminated in writing by either party. The responsibilities, obligations, and liabilities shall survive the term of this Agreement.

SECTION 2. INDEPENDENT CONTRACTORS. Client acknowledges and agrees that ENVIVO and its Laboratory are acting as independent contractors, and nothing contained herein shall be construed to place ENVIVO or the Laboratory in the relationship of partners, joint ventures, principal-agent, or Client-employee, and neither Client nor ENVIVO shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement. These terms extend to all of Client's customers serviced under this Agreement.

SECTION 3. COMPLIANCE WITH FEDERAL AND STATE LAW. Client and Client's customers assume sole responsibility for compliance with all requirements of Federal, State, and local laws and regulations relating to COVID testing and Client further acknowledges and agrees that ENVIVO and the Laboratory shall have no duty or responsibility to inform Client of any changes in any such laws or regulations.



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SECTION 4. INDEMNIFICATION. Client acknowledges and agrees to the utilization of ENVIVO for their COVID testing services and agrees to hold harmless ENVIVO, Laboratory, ENVIVO's directors, officers, agents and employees, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the Client or Client's customers, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by ENVIVO or the Laboratory under this agreement. However, no indemnification or hold harmless shall apply to ENVIVO or the Laboratory's own negligence in not reasonably following established procedures/protocols for COVID-19 testing programs as such may be amended from time to time.

SECTION 5. SIGNIFICANT CHANGES. If during the term of this Agreement there shall be a significant change in the requirements or responsibilities of the MRO, or other services covered under this Agreement as the result of regulatory changes, or changes mandated by Federal or State law, both parties agree to make a good faith effort to renegotiate the services and fees provided herein.

SECTION 6. SECTION HEADINGS. Section headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning and interpretation of this Contract.

SECTION 7. SEVERABILITY. If any provision of this Agreement shall be held to be illegal, invalid or un-enforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Contract.

SECTION 8. WAIVER. The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.

SECTION 9. GOVERNING LAW. The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of Kentucky.

SECTION 10. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties with respect to Services and supersedes any and all prior agreements and understandings, whether written or oral, between the Parties. By signing this contract, I authorize Envivo Health to act as the intermediary for the purpose of transmitting all COVID-19 testing information to required State and Federal reporting agencies.



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LABORATORY SERVICES

All specimens will be processed through a CLIA Licensed & College of American Pathologists (CAP) accredited Laboratory. Normal turnaround time is 10 to 24 hours on results from the time the specimen arrives at the laboratory. Confirmation testing is performed by RT/PCR method.

**Attached is the DESIGNATED EMPLOYER REPRESENTATIVE FORM to be completed and returned.
The Envivo Office Locations are also attached. Thank you.**

ENVIVO HEALTH

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Address: 442 KY RT 550
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Authorized Representative:
Title: Sales Agent

Name:
Title:
Date: