

## HEALTH SERVICES AGREEMENT

THIS AGREEMENT, between  
  
(First Party)

Garrard County School District  
322 W. Maple Ave  
Lancaster, KY 40444

And

(Second Party)

Family Health Care Associates; FHCA  
P.O. Box 1535  
Barbourville, KY 40906

Is effective July 1<sup>st</sup>, 2022 and ends June 30<sup>th</sup> 2023.

### WITNESSETH THAT:

1. Family Health Care Associates agrees to the following:

A. Provide, to the extent possible, the following equipment at the school(s):

1. Glucometers
2. Blood Pressure Cuff
3. Otoscope
4. Stethoscope
5. Thermometer

Equipment repair, and maintenance will be the responsibility of FHCA.

- B. The FHCA staff will be providing acute and chronic illness screenings, required acute and chronic treatments as prescribed by the primary care provider, vision and hearing screenings, administration of medications, immunizations, nutritional counseling, referral and follow-up, individual health education.
- C. The FHCA staff shall not be responsible for attending student field trips, but shall advise First Party on precautions and planning for students with health issues who will be on the trips.
- D. FHCA agrees to provide malpractice, liability, and workers compensation insurance coverage for all providers of contracted services.
- E. FHCA will be responsible for direct supervision of FHCA staff.
- F. FHCA will be responsible for expenses related to Biohazardous waste disposal.
- G. FHCA will provide all medications for Vaccine Administration.
- H. FHCA will provide annual employee CPR training, annual DOT physicals and new hire physicals.

2. First Party agrees to the following:

A. First Party will provide at the Garrard County School District:

One room with a door that locks with access to a sink, hot and cold running water, and restroom with supplies. Schools will provide toilet paper, paper towels, hand soap, trash bags, disinfectant, and sanitizer. Janitorial services will be provided at all sites.

## HEALTH SERVICES AGREEMENT

- B. First Party will provide the following equipment at the Garrard County School District:
1. One (1) full size office desk and (1) office chair
  2. One (1) telephone
  3. Lockable storage cabinet for supplies and medications
  4. Access to a copier with paper
  5. Access to and maintenance of computer with hardwired internet access, e-mail to Microsoft Office and printer capabilities, as well as access.
  6. First aid supplies
  7. Access to a quarantine room
- C. First Party principals and teachers will cooperate to make students available for services.
- D. First Party needs to provide FHCA with written notice of none less than 10 business days', anytime the location of the school-level satellite site clinics will be moved.
- E. First Party will assign a school staff member to work with the FHCA staff to perform data entry and monitoring of required immunization and physicals. The school staff member will refer to the FHCA staff, those students who need immunizations and physicals. The FHCA staff will perform the required service and document into the school's electronic student database via infinite campus (IC).
- F. The First Party shall obtain written parental consent for health services for those students who require chronic medications or nursing interventions. The consent shall give permission for the child's ongoing treatment.
3. Both First Party and Second Party agree to the following:
- A. Services which the FHCA staff may provide at the First Party's request at its Garrard County School District's school-level satellite clinics to students which include:
1. Administration of immunization as necessary
  2. Performance of well-child exams as necessary
  3. Bill for health services performed.
- B. Services which the FHCA staff will provide under this contract, barring unforeseen circumstance that affect the community, and at the direction and request of the First Party include:
1. Update and record all immunization, vision, and physicals health records.
  2. Assist in the maintenance of student health records in the First Party's electronic database, Infinite Campus.
4. FERPA/HIPPA
- A. 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 FHCA 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,

## HEALTH SERVICES AGREEMENT

November 2008 (Joint Guidance), found at <http://www.2.d.gov/policy/gen/guid/fpco/doc/ferpa-hipaaguidance.pdf>, attached hereto and incorporated by reference to this agreement, as if fully stated herein.

- B. Student records created by the FHCA staff, while acting on behalf of and at the direction of the First Party as a contractor are "educational records" governed by FERPA, as stated in the Joint Guidance. Both parties acknowledge that student records created by FHCA staff in the performance of duties other than those under contract with and at the request of the First Party herein, are governed by HIPAA.
- C. 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.
- D. Specific student records are required by the Kentucky Department of Education in 702 KAR 1:160, formerly 704 KAR 4:020. These records are filed in the student's "education records" and may include copies of screenings and health records.
- E. 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 FHCA staff are not available. The FHCA staff shall provide or assist with this training if requested. First Party is accountable and liable for services performed by school staff. FHCA is accountable and liable for the actions of, and services performed by their staff. The FHCA staff may be absent from the school site without backup for the following reasons: illness, death, continuing education classes, required staff meetings, and resignation. The FHCA staff are to take thirty (30) minute lunch break each day at a designated time agreed upon by both the FHCA staff and principal. Student's will not be seen during the FHCA staffs lunch break except for emergencies.

The Second Party will replace staff who will be absent for an extended amount of time, such as the occurrence of family medical leave or employment termination, within a reasonable amount of time. In the interim, existing staff will help cover the vacant position until filled.

- F. IEP Services: In the school system, there are children with special health care needs who have an Individualized Educational Program (IEP). When health services on the part of a health care staff as "related services" under IEP are required:
  - 1. FHCA shall provide staff to perform any services included in a student's IEP.
  - 2. FHCA shall not bill for IEP services.
  - 3. The First Party shall bill for IEP services.
  - 4. As needed, the First Party shall provide the FHCA staff 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 First Party shall reimburse FHCA zero (-0-) dollars for IEP provided by a nurse.
- G. Both Parties shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d 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 based on 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.

## HEALTH SERVICES AGREEMENT

- H. 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 the Americans with Disabilities Act (ADA), (P.L. 101-336).
- I. This agreement may be renewed for the 2023-2024 school year by mutual agreement between the parties, unless written notice is received by either party by May 23, 2023. Either party shall have the rights to terminate this agreement, at any time, upon thirty (30) days written notice to the other party.
- J. This agreement and any resulting disputes thereunder shall be interpreted under the laws of the Commonwealth of Kentucky.

This Agreement is between:

### **FIRST PARTY**

\_\_\_\_\_  
First Party (Garrard County School District)

Date: \_\_\_\_\_

### **SECOND PARTY**

\_\_\_\_\_  
Second Party (**Family Health Care Associates**)

Date: \_\_\_\_\_