FLOYD COUNTY BOARD OF EDUCATION
Anna Whitaker Shepherd, 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: 06/27/2022**

**Consent Agenda Item (Action Item):** Approve MOA for services with Big Sandy Health Care, Inc. to include provision of Advanced Registered Nurse Practitioners at South Floyd Elementary, Duff Allen Central Elementary, a Registered Nurse at Floyd Central Elementary and Dental Services in the designated Floyd County Schools. The Dental Mobile Unit will be located on the campuses of designated schools during the 2022-2023 school year. The ARNP's will provide services within the scope of his/her training and licensure by the constraints of the KBN in the school setting for faculty, staff and any student whose parent has signed a written consent. The RN will provide services within the scope of his/her training and licensure by constraints of the KBN in the school setting for teachers, staff and any student whose parent has signed a written consent for services. Dental services shall be provided by a dental team made up of dentists, dental hygienists and trained assistants. Dental services will include dental evaluation, preventive dental services, prophylactic dental x-rays and restorative treatment procedures which may include fillings, extractions or other procedures. Dental services and local anesthetic will be provided only to students whose parent or guardian has consented in writing.

**Applicable State or Regulations:**
KRS 156.160 Kentucky Dental Screening Exam
702 KAR 1:160 KRS 314.041

**Budget/Financial Issues:** No budgetary cost to the district. Student and staff insurance will be billed where applicable by Big Sandy Health Care. The Floyd County School System agrees to provide space for the APRN's and RN, access to a telephone, fax machine and laboratory setting. Floyd County School system agrees to provide the Dental Mobile Unit parking space adequate for the truck, electricity hook up and promotion of the program with staff, students and parents/guardians.

**Background and Rationale:** The agreement with Big Sandy Health Care, Inc. is an opportunity to improve the physical and oral health of students who may not have access to services outside of the school setting. Oral disease and chronic health conditions are major health problems for Kentuckians. Oral disease can be prevented through primary prevention efforts that include evaluation and treatment at an early age. Students learning is impacted by physical and emotional health issues. The inclusion of ARNP's and an RN will allow primary health care and preventive health care. The enhancement of services provided by BSHC will improve the health and life of children by preventing and controlling oral disease and injuries, and improve overall health care for students, faculty and staff.

**Recommended Action:**
Approve MOA for the 2022-2023 School Year.

**Contact Person(s):** Annette Harris, RN M.S.Ed.

Annette Harris 6/27/22
District Health Coordinator

Anna W. Shepherd
Superintendent

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

# MEMORANDUM OF AGREEMENT

## BETWEEN

## FLOYD COUNTY BOARD OF EDUCATION

## AND

## BIG SANDY HEALTH CARE, INC.

SECTION 1: PARTIES

THIS AGREEMENT is entered into as of the date of the last signature below (the "Effective Date") by and between the Floyd County Board of Education whose address and telephone number are 442 KY Route 550, Eastern, KY 41622 and 606-886-2354 and Big Sandy Health Care, Inc. whose address and telephone number are 1709 KY Rt. 321, Prestonsburg, KY 41653 and 606-886-8546. In consideration of the mutual covenants and stipulations described below, Big Sandy Health Care, Inc. and the Floyd County Board of Education agree, as follows:

SECTION 2: PURPOSE

BSHC, in fulfilling its responsibility to provide a wide array of primary care services to the residents of the region, has entered into memoranda of agreement with many entities, agencies and organizations that facilitate the provision of services. BSHC is available and willing to provide certain health services to students enrolled in certain Floyd County Schools, including services of advanced practice registered nurses, registered nurses, behavioral health therapists, dentists and dental hygienists. Accordingly, the purpose of the Agreement is to outline the relationship between BSHC and the Floyd County Board of Education.

SECTION 3: RECITAL

WHEREAS, the Floyd County Board of Education is concerned about the health status of students enrolled in Floyd County Schools.

WHEREAS, the Floyd County Board of Education has certain requirements, pursuant to Kentucky state laws and regulations, to provide some school health services to students enrolled in Floyd County Schools.

WHEREAS, BSHC is a nonprofit organization and a community health center that provides primary care services for the residents of Floyd, Johnson, Magoffin, Martin and Pike counties in Eastern Kentucky.

WHEREAS, BSHC operates seven community health center sites, as follows: Eula Hall Health Center (Floyd County), Freeburn Community Health Center (Pike County), Hope Family Medical Center (Magoffin County), Martin County Community Health Center (Martin County), Physicians for Women and Families Center (Floyd County), Pikeville Community Health Center (Pike County), and Shelby Valley Clinic (Pike County).

WHEREAS, BSHC has licensed physicians, optometrists, dentists, dental hygienists, advanced practice registered nurses, registered nurses, behavioral health therapists and other health care providers who provide a variety of services, including access to comprehensive primary health care and preventive health care.

WHEREAS, BSHC is available to provide services of advanced practice registered nurses, behavioral health therapists, dentists and dental hygienists to students enrolled in Floyd County Schools.

SECTION 4: OBLIGATIONS OF THE PARTIES

A. Obligations of Big Sandy Health Care:

(1) Services of Advanced Practice Registered Nurses. During the 2022-2023 school year, BSHC will employ an advanced practice registered nurse who will be assigned to work Duff-Allen Central Elementary School, and an advanced practice registered nurse who will be assigned to work in the South Floyd Elementary School. The assigned advanced practice registered nurses will collaborate and coordinate all services they provide to students in the school setting with the district health coordinator.

The leadership of the Floyd County schools may require students to be seen by a trained district health assistant to determine the need for services prior to being referred to the advanced nurse practitioner. The advanced practice registered nurses will provide services within the scope of his/her training and licensure constraints in the school setting for teachers, staff and any student whose parent or guardian has consented in writing. Each advanced practice registered nurse will work in collaboration with a Big Sandy Health Care physician.

Services provided by the advanced practice registered nurses will include treatment for minor injuries and for acute illnesses, such as flu, COVID-19, strep and chronic conditions including asthma and diabetes. The advanced practice registered nurses also can provide immunizations, sports physicals, prevention services, vision and hearing screenings, lice screenings, administration of medications, yearly well-child exams, individual health education, school staff training for medication administration and management of children with special health needs, such as diabetes, glucagon and epi pens, referral to other health care providers and employee flu vaccines and employee emergency care. At the discretion of the district health coordinator, the advanced practice registered nurses may participate in district-wide medication training, but such training shall be coordinated by the district health coordinator, pursuant to KDE and KBN regulations.

The BSHC employed APRNs will use his/her best efforts to assist the Floyd County schools in complying with the recommendations of the local health department and the Kentucky Department of Education with respect to reopening and operating schools and providing health services during the COVID-19 pandemic.

BSHC's advanced practice registered nurses will complete and maintain a medical record for each student receiving services under this Agreement. BSHC shall be the sole owner of the information contained in these records. Big Sandy Health Care shall maintain said records for the period of time required by law. The medical record of students receiving services of the advanced practice registered nurses will be governed by HIPPA. BSHC agrees, with an authorized release of information, to release pertinent student health information to the district health coordinator, trained health assistants or other school personnel on a need-to-know basis. Both parties agree to adhere to the confidentiality requirements and the privacy regulations under HIPPA.

BSHC will provide the services of the advanced practice registered nurses for any student, irrespective of the student's insurance or Medicaid status. However, for students covered by a third party payer, BSHC will bill the student's insurance plan or Medicaid for the services it provides. In no event will BSHC bill the student, their parent/guardian or the Floyd County Board of Education for the services provided by the advance practice registered nurses in the school setting.

(2) Medical and Nursing Services. During the term of this Agreement, BSHC will employ a registered nurse to work Floyd Central High School.

The registered nurse will be available to provide services within the scope of his/her training and licensure constraints, in the school setting, for any student whose parent or guardian has consented in writing. The BSHC-employed registered nurse will work under the supervision of Big Sandy Health Care advanced practice registered nurses (APRN) and physicians. The BSHC advanced practice registered nurse and/or physician also may provide services at Floyd Central High School via telemedicine for any student whose parent or guardian has consented in writing.

Services provided by the registered nurse will include acute and chronic illnesses screenings, required acute and chronic treatments as prescribed by a primary care provider, vision and hearing screenings, lice screenings, administration of medications, well-child exams for students, immunizations, counseling, case management, 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, referral to other health care providers and employee flu vaccines and employee emergency care.

(3) Dental Services. During the term of this Agreement, BSHC will provide certain dental services to students in Floyd County Schools or on a Mobile Dental Unit located on school property. These services shall be provided by a dental team comprised of BHSC-employed dentists, dental hygienists and assistants. The dental team members will provide services within the scope of their individual training and licensure constraints in the school setting for any student whose parent or guardian has consented in writing. The dental hygienists will work under the general supervision of and pursuant to a treatment plan authored by a dentist. The dental team will provide a dental evaluation, dental x-rays and preventive dental services, including prophylactic cleanings and the application of fluoride varnish or protective sealants. In addition, when using the Mobile Dental Unit, the dentist may provide restorative treatment procedures, which may include fillings, extractions or other procedures that would include administration of a local anesthetic (numbing). Dental restorative treatment procedures will be provided only to students whose parent or guardian has consented in writing for such services.

BSHC's dental team will complete and maintain a dental record for each student receiving dental services under this Agreement. BSHC shall be the sole owner of the information contained in these records. Big Sandy Health Care shall maintain said records for the period required by law.

BSHC will provide dental services for each student, irrespective of the student's insurance or Medicaid status. However, for students covered by a third party payer, BSHC will bill the student's dental insurance plan or Medicaid for the dental services it provides. In no event will BSHC bill the student, their parent/guardian for the Floyd County Board of Education for dental services it provides in the school setting or in its Mobile Dental Unit located on school property.

The parties acknowledge and agree that BSHC may, due to limitations of staffing, vehicles of financial resources, be unable to provide dental services to all students whose parent or guardian has consented in writing. BSHC shall have no responsibility to treat, in the school setting or on its Mobile Dental Unit, students who have dental problems identified by BSHC dental professionals that, within his/her independent professional judgement, require a fixed site dental office visit or other course of treatment that cannot reasonably or safely be provided at the school location. BSHC will offer to provide treatment at one of its fixed –site dental clinics for any student who is deemed to have urgent need for dental services, at no charge to the parent/guardian.

The BSHC dental team members will use their best efforts to assist the Floyd County Schools in complying with the recommendations of the local health department and the Kentucky Department of Education with respect to reopening and operating schools and providing dental services during the COVID-19 pandemic.

(4) Planning and Collaboration. Prior to the start of each school year and ongoing, BSHC personnel will be available to meet and collaborate with Floyd County Board of Education personnel and Family Resource and Youth Service Center directors to make plans for the provision of the services provided by the advanced practice registered nurses and dental services in Floyd County Schools during the coming school year. Plans will include the scope of services to be provided, selection in which services will be provided and the criteria for students to receive services.

At the beginning of each school year, BSHC will make registration packets---including consent for treatment forms--- available online to parents/guardians to students enrolled in Floyd County Schools. BSHC, in collaboration with Floyd County Board of Education personnel and FRYSC directors, will develop a plan for the provision of services provided by the advanced practice registered nurses and a schedule for the provision of dental services in designated Floyd County Schools during the school year.

The parties agree that, unless this Agreement is terminated, as provided by Section 10, BSHC, may begin the provision of medical and nursing services to students at the start of each school year and continue those services until the end of the school year. Within a reasonable time following the start of each school year, BSHC's dental team may begin the provision for dental services, pursuant to the agreed upon schedule, in Floyd County schools.

BSHC shall provide consultation and information in conjunction with its behavioral health services for students to Board of Education representatives, as is necessary or requested and authorized by the student's parent/guardian, in conjunction with any student's treatment plan.

All 504, IEP and Health Plans related to student care will be coordinated and conducted by the district health coordinator and trained health assistants within the district. At the discretion of the district health coordinator, the BSHC employed APRNs and/or Registered Nurse may participate as a member of the IEP and 504 teams.

B. Obligations of the Floyd County Board of Education:

(1) During the term of this Agreement, the Floyd county Board of Education agrees to allow registered nurses, advanced practice registered nurses, dentists, dental hygienists and staff employed by BSHC to provide the aforementioned health care services to students enrolled in Floyd County Schools. The Floyd County Board of Education agrees not to limit access to students to the services of BSHC's advanced practice registered nurses, dentists, and dental hygienists, so long as the parent or guardian has given written consent for the services.

(2) The Floyd County Board of Education agrees to allow BSHC registered nurses, advanced practice registered nurses, dentists, dental hygienists and staff to enter Floyd County school properties and buildings for the purpose of providing the health services contemplated under this Agreement.

(3) The Floyd County Board of Education agrees to provide, to the extent practicable, a service location where student/client confidentiality can be assured.

(4) The Floyd County Board of Education agrees to allow BSHC to provide services on a school-year-by-year basis. Except for good cause, the Floyd County Board of Education will not compel BSHC to discontinue the provision of services once plans have been made and resources allocated for any given school year.

(5) The Floyd County Board of Education will have reasonable input and control over the scope of services provided by BSHC in Floyd County schools. Services provided to students by BSHC under this Agreement will be coordinated and reviewed by the district health coordinator.

(6) For the 2022-2023 school year, the Floyd County Board of Education will have no financial obligation to BSHC for the services BSHC personnel provides in Floyd County schools.

SECTION 5: 504 DISABILITY SERVICES

The Floyd County Board of Education shall not rely on BSHC to provide disability services, Individuals with Disabilities Education Act (IDEA) services or other services the Floyd County Board of Education is required to provide students, unless and except where such services are addressed through separate arrangement between the parties or by written addendum to this Agreement.

SECTION 6: LIMITATIONS

Nothing in this Agreement shall be construed as limiting the rights of either party to affiliate or contract with any other educational institution, health care service providers, facilities or institutions on either a limited or general basis while this Agreement is in effect.

SECTION 7: STAFFING REQUIREMENTS

All BSHC employees who work on school property will undergo state and federal criminal background checks that satisfy KRS 160.380(6) (even though they are not school employees). BSHC shall cause such background checks to be performed before its staff begins working in Floyd County Schools, BSHC will obtain a letter (form DPP-156) provided by the employee, from the Cabinet for Health and Family Services confirming that no findings of substantial child abuse or neglect have been through a background check. BSHC will warrant that no BSHC employee with a history of violent offenses or of being charged with sex crime will be permitted to work in the school setting. BSHC shall maintain the result of the background check for each employee providing services in the Floyd County schools and shall provide the result to the Superintendent, upon request. The Superintendent shall maintain such information as confidential and shall not distribute or disclose the information to any other person or entity, except where necessary for legitimate school business or in response to a summons or court order. The Superintendent or Floyd County Board of Education shall have a right to prohibit a BSHC employee from coming onto the school property if there is reasonable cause to do so, including any of the following: the Superintendent learns that BSHC employee has failed a criminal background check, as specified by this Agreement, or the Superintendent learns that a BSHC staff member has been charged with a sex crime or violent offense crime like those covered in KRS 160.380(4) (even though the person is not a school employee) or KRS 17.545 (as amended by SB148).

SECTION 8: NO RUMUNERATION FOR REFERRALS

The parties acknowledge and agree that neither party is entitled to any payment nor compensation from the other party for any services, rights or privileges other than as specifically provided in this Agreement. BSHC shall not offer or give any remuneration, either direct or indirect, for the referral of patients or for arranging or furnishing any item or service for which payment may be made in whole or in part in Medicare or Medicaid, or which otherwise may be deemed to violate any federal or Kentucky law.

SECTION 9: INSURANCE AND INDEMNIFICATION

a. Insurance. The parties hereto acknowledge that BSHC's professional liability is covered through the Federal Tort Claims Act (FTCA). However, in the event BSHC ceases to be covered under the FTCA for any reason, BSHC shall obtain and carry professional liability coverage of at least $1 million per occurrence and $3 million in the aggregate insuring the professional acts or neglects of BSHC employees while in Floyd County schools. BSHC shall

name the Floyd County schools as additionally insured under the professional liability coverage if the FTCA coverage should cease.

b. Indemnification. BSHC agrees to indemnify and hold the Floyd County Board of Education and its employees harmless for any liability that results from any acts or omissions of BSHC, its contractors or its employees arising out of BSHC's provision of health care services in the Floyd County Schools. To the extent permitted by law, the Floyd County Board of Education agrees to indemnify and hold BSHC and its employees harmless for any liability that results from any acts or omissions of the Floyd County Board of Education's employees or its contractors arising out of its provision of health care services in the Floyd County Schools.

SECTION 10: TERM AND TERMINATION

THIS AGREEMENT shall be effective on the date of the last signature below and shall continue in effect until June 30, 2023. However, this Agreement may be terminated by either party without cause, provided they have given sixty (60) calendar days' written notice to the other party.

**IN WITNESS THEREOF, the parties hereto executed this Agreement:**

| | |
|---|---|
| Floyd County Board of Education | Big Sandy Health Care, Inc. |
| Date | Date |