



FLOYD COUNTY BOARD OF EDUCATION
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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 Stone, Member - District 5

Consent Agenda Item (Action Item):

Approve contracting agreement with Home Health Care Services (of Pikeville, Ky) to place trained, experienced health care professionals at specific school locations to provide total health care (including direct tracheotomy care of students with IEP's for the 2023-2024 school year.

Applicable State or Regulations:

KRS 160.190 Duties and Powers of the Board and 707 KAR 1:320 Individual Education Program Section 6

Fiscal/Budgetary Impact:

The district will bill Medicaid on actual cost depending upon the rate of pay for the professional performing the required services at a return of 73% of the district cost. This is based on the rate of 35.00 an hour. The contractor requires one-month prepayment for services to begin.

History/Background:

The Floyd County School District has student's who required specific health care services in order to attend school safely and receive a free and appropriate public education in the least restrictive environment. In order to attend school safely student's with tracheotomy must have constant health care and attention (i.e. suctioning of tracheotomy; proper administration of oxygen; care of portable tracheal suction equipment, ambu bag, oxygen tank and cart; reinsertion of tracheotomy if needed; knowledge and care of the mediport used for IV access; and to monitor breathing).

Contracting with a medical health care agency for the services of a health professional will provide the support necessary to implement the student's IEP.

Recommended Action:

Approve contract with Home Health to provide professional health care services to students with health care needed (including direct tracheotomy care for the 2023-2024 school year.

Contact Person(s):

Cinda Francis, Chief of Special Education 606.886.2354

NIA
Principal

Cinda Francis
Director

Anna W. Shepherd
Superintendent

Date:

May 1, 2023

**CONTRACT FOR SERVICES 2023-2024 SCHOOL YEAR
HOME CARE HEALTH SERVICES, INC.**

This Agreement made and entered into this 1st day of July 2023 between the Floyd County Board of Education, from now on, "First Party," and Home Care Health Services "Second Party."

WITNESSETH:

WHEREAS The Floyd County Board of Education needs licensed medical professionals to provide total health care for students, including tracheostomy care (suctioning and possible reinsertion of the tube), mobility, observation, and personal hygiene specified by the student's Individualized Education Plans.

WHEREAS Second Party Home Care Health Services will provide licensed medical professionals with the necessary care to ensure a Free and Appropriate Education is provided to the students enrolled in the Floyd County Public Schools.

WHEREAS the parties have agreed concerning such services and have a desire to commit their agreement in writing.

NOW, THEREFORE, for the consideration hereinafter set out, the parties do hereby agree as follows:

1. Second Party shall provide a non-smoking employee to work in an educational setting to provide total health care for individual students. These services shall be provided at \$35.00 (thirty-five) dollars per hour. First Party will prepay for services one month (20 workdays) in advance. If services are not provided for any reason, Home Care Health Services will fully refund the Floyd County Board of Education. Services from the Second Party shall include tracheostomy care (suctioning as needed and possible reinsertion of the tube), mobility, and personal hygiene. The employee will care for the equipment (including operation and maintenance). The employee will notify the board designee employee to secure the needed supplies to maintain the student's tracheostomy. The Board will notify HCHS who the designated employee fulfills the role and contact information. The employee will observe for signs of respiratory distress by always being able to view the student's face during assigned work hours.

2. Second Party will maintain documentation in daily medical logs and provide copies about the assigned student to the Floyd County Schools.
3. First Party will assign an alternate school employee to observe students during the break and lunch of the HCHS employee. The HCHS employee is entitled to a ten (10) minute break for every four (4) hours worked. The HCHS employee will be paid for lunch as the HCHS employee must maintain the student in a safe environment. The HCHS employee will need to keep in proximity and carry a telecommunication device for emergency communication during assigned breaks.
4. First Party will communicate to HCHS employees in the event of school cancellation or student absence.
5. the Second party will attempt to provide an alternate employee in the event of the primary employee's absence. HCHS will provide a trained backup employee for students served by HCHS.
6. Second Party will provide proof of criminal background checks for employees, professional license, and cardiopulmonary resuscitation certification.
7. Second Party to maintain liability insurance coverage for \$2,000,000.00. A copy of the insurance will be provided to the First Party.
8. First Party will train the HCHS employee in confidentiality procedures and guidelines. HCHS will adhere to all HIPPA guidelines followed by HCHS.

The First and Second Parties reserve the right to end this contract with 30 days written notice.

CONTRACTOR

By: _____
President and CEO of Home Care Health Services

Floyd County Schools

By: _____
Superintendent of Floyd County Board of Education