

**Powell County Schools Board of Education  
School Based Health Services Agreement**

This School Based Health Services Agreement (the "Agreement") is entered into effective July 1, 2020 by and between **POWELL COUNTY SCHOOLS BOARD OF EDUCATION** ("Board") and **STERLING HEALTH SOLUTIONS, INC.** ("SHS").

**RECITALS**

**WHEREAS**, SHS is a licensed provider of primary care services and dental services and employs Advance Practice Registered Nurses ("APRN"), medical assistants, dentists and dental hygienists licensed in the Commonwealth of Kentucky.;

**WHEREAS**, Board employs Registered Nurses and Licensed Practical Nurses licensed in the Commonwealth of Kentucky (the "School Nurses");

**WHEREAS**, Board desires that SHS provide LCSW's, APRNs, Medical Assistants, Dentists and Dental Hygienists to provide healthcare, behavioral health and dental services within the practitioner's scope of practice, as prescribed by Kentucky law, and set out in detail on Schedule A (describing the APRN and medical assistant services), Schedule B (describing the dental services) and Schedule C (describing the behavioral health services) (all SHS services are referred to collectively herein as the "Services"), to students (the "Students") enrolled in the following Powell County Public Schools (the "Schools"): Powell County High School, Powell County Middle School, Bowen Elementary, Stanton Elementary, Clay City Elementary, Powell County Academy (referred to collectively herein as the "Schools"), which are operated by the Board, and to staff members ("Staff") employed by the Board;

**WHEREAS**, Board desires that SHS provide such Services on site at the Schools;

**WHEREAS**, Board desires that the APRNs and Medical Assistants work alongside and in collaboration with the School Nurses and that the School Nurses provide nursing services within their scope of practice, as prescribed by Kentucky law, and set out in detail on Schedule C (the "School Nurse Services"); and

**WHEREAS**, SHS desires to provide the Services to the Board at the Schools, and to utilize the services of the School Nurses to work alongside and in collaboration with the APRNs in their provision of APRN Services, specifically.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. **Services.** SHS shall staff each of the Schools with APRNs, medical assistants, dentists and dental hygienists and LCSW's to provide the Services set forth on Schedule A (APRN), Schedule B (Dental Services), and Schedule C (LCSW Services) respectively, to Students and Staff, as scheduled with the School, and as requested and as necessary within the provider's scope of practice. The APRNs and medical assistants shall be available during all dates and times school is in session. The dental services shall be available as necessary and as scheduled by the Schools. SHS shall staff the Schools with one (1) full time LCSW. The Services shall only be provided to those Students who have on file with SHS a Consent for Treatment Form/Package



identifying the specific services to be provided by SHS. The SHS Board of Directors shall oversee the Services provided by the SHS providers, pursuant to this Agreement. Notwithstanding, the providers shall retain control over clinical decision-making while providing Services to Students and Staff at the Schools.

2. **School Nurse Services.** The Board shall staff each of the Schools with an adequate number of School Nurses to provide the School Nurse Services in collaboration with the SHS APRNs. School Nurses shall be available to provide School Nurse Services during the times the APRNs are scheduled to provide APRN Services.

3. **Continuity of Care.** Students and Staff shall receive a discharge summary directly after receiving APRN Services, Medical Assistant Services and/or Dental Services. Students and Staff may forward this discharge summary to their regular family physician or dentist for continuing health care issues that require follow-ups beyond the basic LCSW, APRN, School Nurse, Medical Assistant or Dental Services. Such regular physician shall retain ultimate medical/dental responsibility for any continuing care. If any Student or Staff requires emergency medical treatment during the time an SHS APRN or medical assistant is providing services at a School, the SHS APRN or medical assistant shall dial 911 and coordinate emergency transport, if medically necessary.

4. **Cooperation.** The Board shall ensure that its principals and teachers shall cooperate to make Students and Staff available for Medical and Dental Services.

5. **Facilities.** The Board agrees to provide at each School one room with a door that locks with access to sink, hot & cold running water, and restroom with supplies, (i.e. toilet paper, paper towels, hand soap), one adjoining space for Students awaiting services. The Board will provide evacuation map, a desk and chair, chairs for the waiting area, a lockable storage cabinet for supplies and medication, and access to a phone line and maintenance of Internet access. The location of the site will not be moved without a 30-day written notification from the Board to SHS.

6. **Billing for Services.** To the extent applicable and permitted by law, SHS shall bill government payors and third-party insurance companies for the APRN, Medical Assistant, Dentist and Hygienist Services provided to Students and Staff pursuant to this Agreement. Notwithstanding, certain vaccinations may be provided free of charge to certain eligible Students under eighteen years of age, pursuant to the Vaccines for Children program. SHS agrees to comply with all Kentucky and federal balance billing rules and insurance contract provisions when billing for APRN Services, Medical Assistant Services and Dental Services. Any Students or Staff with no healthcare or dental insurance coverage will be referred to a SHS outreach worker to assist with enrollment. All uninsured and low-income Students or Staff are eligible to participate in the SHS sliding fee discount program based on income in accordance with SHS's standard policies."

7. **Consent.** In the absence of emergency circumstances, the Board will work with each School and SHS to obtain written and/or verbal consent, from the parent or legal guardian of each Student prior to the provision of APRN Services, School Nurse Services, Medical Assistant Services and Dental Services to ensure that parents/guardians of all Student are aware of and consent to treatment by the LCSWs, APRNs, medical assistants, Dentists, Hygienist and School Nurses. SHS shall also distribute Vaccine Information Statements and obtain specific vaccination consents, if Students desire to obtain vaccination from an SHS APRN or medical assistant. Notwithstanding, the APRNs and School Nurses shall provide medically necessary services,



without consent from a parent or legal guardian if, in the Nurse's judgment, the risk to the Student's life or health is of such a nature that treatment should be given without delay and the requirement of consent would result in a delay or denial of treatment.

**8. Insurance.**

(a) **Insurance.** All LCSW's, APRNs, Dentists, Hygienist and dental/medical assistants who work at least 32.5 hours per week and have a contract to provide healthcare services with SHS (the "Covered SHS Practitioners"), shall be covered under SHS's Federal Tort Claims Act federal liability coverage. SHS shall ensure that only such Covered SHS Practitioners provide healthcare services pursuant to this Agreement. Accordingly, SHS shall not purchase additional malpractice and professional liability coverage for such Covered SHS Practitioners. The Board shall provide professional liability insurance coverage for its School Nurses. Further, the Board shall provide general liability and property insurance to cover its employees, facilities, and property that shall cover the Board for any claim, cause of action, liability, damage, fine, penalty, cost, or expense arising out of or in connection with SHS's provision of APRN Services, Medical Assistant Services, Dentist, Hygienist and Dental Assistant Services under this Agreement.

(b) **Indemnity.** Board shall indemnify, defend, and hold harmless, to the extent Kentucky and federal law permit, SHS from any claim, cause of action, liability, damage, fine, penalty, cost, or expense arising out of or in connection with any LCSW, APRN Services, Medical Assistant Services, Dental Services or School Nurse Services provided by SHS pursuant to this Agreement; or (2) the Board's breach of any section of this Agreement. This section 5.(b) shall survive the termination of this Agreement.

(c) **Self-administration of Asthma and Anaphylaxis Medication.** Pursuant to KRS 158.834(3), the Board will work with SHS to obtain from the parent or legal guardian of each student who has authorization to self-administer asthma or anaphylaxis medication pursuant to KRS 158.834(1), a signed written statement indicating that the parent or legal guardian; (1) acknowledges that SHS is not liable for any injury resulting from such self-medication; and (2) agrees to indemnify and hold harmless, to the extent of Kentucky and federal law, SHS against any claims relating to the self-administration of asthma or anaphylaxis medications. The Board will provide a copy of each such signed written statement to SHS on or before the date SHS Nurses begin performing Services at any of the Schools.

(d) **Administration of Diabetes Medication.** Pursuant to KRS 158.838(4), the Board will obtain from the parent or legal guardian of each Student who requires SHS Nurses to administer Glucagon subcutaneously, Insulin subcutaneously, or a seizure rescue medication approved by the United States Food and Drug Administration, a signed written statement indicating that the parent or legal guardian acknowledges that SHS shall incur no legal liability for any injury arising out of administration of such medications and that the parent or legal guardian shall hold SHS harmless against any claims made for any reaction to or injury from any medication listed herein.

**9. Records; Confidentiality.**

- (a) SHS shall create a medical/dental record for any Student or Staff member who receives LCSW Services, APRN Services, Medical Assistant Services and/or Dental Services. Only those Students and Staff members who receive LCSW Services, APRN Services, Medical Assistant Services and/or Dental Services pursuant to this Agreement, which



will be evidenced by an SHS medical record, shall be considered SHS patients for reporting purposes.

- (b) SHS and the Board acknowledge that 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, the Board and SHS 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, November 2008 (Joint Guidance), found at <http://www2.ed.gov/policy/gen/guid/fpco/doc/ferpa-hipaa-guidance.pdf>, attached hereto and incorporated by reference to this Agreement as if fully stated herein.

The parties acknowledge that Student records created by the SHS APRNs, Dentists or School Nurses, while working under contract with SHS, while acting on behalf of and at the direction of Board as a contractor are "education records" governed by FERPA, as stated in the Joint Guidance. Both parties acknowledge that Student records created by the SHS APRNs or School Nurses, while working under contract with SHS, in performance of duties other than those under contract with and at the request of the Board herein, are governed by HIPAA. The following specific Student records required by the Kentucky Department of Education in 702 KAR 1:160 are considered "education records," although they may include copies of health screenings and health records documented by School Nurses or SHS: (1) Medical Examination of School Employees, KDESHS001, January 1, 2015; (2) Preventative Student Health Care Examination Form, KDESHS002, January 1, 2015; and (3) Student's Cumulative Health Record, KDESHS006, January 2, 2015; (4) Kentucky Eye Examination Form for School Entry, KDESHS004, January 1, 2015; and (5) Kentucky Dental Screening/Examination Form for School Entry, KDESHS005, January 1, 2015.

Student health records which are "education records" under FERPA are confidential and are the property of the Board. Student medical records which are governed by HIPAA are confidential and are the property of SHS.

Both parties will adhere to the confidentiality requirements and 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.

10. **Term.** The term of this Agreement is one year beginning on the Effective Date (the "Initial Term"). The Agreement shall be reviewed annually no later than June of each school year. This Agreement shall automatically renew for additional terms beginning July 1 and ending June 30 of the following school year unless either party gives the other party written notice of non-renewal on or before April 1 of a particular school year. This Agreement may be terminated by the Board or by SHS for any reason or for no reason upon sixty (60) days advanced written notice of termination delivered to the other party. If the Agreement is terminated before the expiration of the Initial Term, the Parties agree that they shall not enter into another agreement for the same or similar services before one year from the Effective Date.

11. **Miscellaneous.**

- (a) The Parties acknowledge that the services performed pursuant to this Agreement are performed in the capacity of an independent contractor. Nothing in this Agreement is intended, nor shall it be construed in any manner, to create an agency relationship between the Parties.
- (b) As required and allowed by KRS 156.502, Board staff will be trained in medication administration and other health services to be performed when the SHS staff is not available.
- (c) Designated SHS nurses may, but are not required to, attend ARC meetings and contribute necessary information related to health services included in IEP/504, upon reasonable request in advance of the date of attendance.
- (d) Both Parties shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d 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 on the basis of 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.
- (e) 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 Americans with Disabilities Act, (ADA), (P.L. 101-336).



- (f) SHS certifies that no constitutional, statutory, common law, or regulation adopted by the Cabinet for Health and Family Services pertaining to conflict of interest will be violated by this agreement.
- (g) This agreement and any resulting disputes thereunder shall be interpreted under the laws of the Commonwealth of Kentucky.
- (h) If any provision of this Agreement is found to be invalid, void, or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

POWELL COUNTY BOARD OF EDUCATION:

Signature: Diann Meadows  
Printed Name: Diann Meadows  
Title: Board Chair  
Date: 1/22/2020

STERLING HEALTH SOLUTIONS, INC.:

Signature: Alex Conrad  
Printed Name: Alex Conrad  
Title: CEO/Executive Director  
Date: 10/30/2020

Schedule A  
APRN and Medical Assistant Services

**JOB SUMMARY:**

Services may include the following healthcare services provided by an APRN or Medical Assistant, within that practitioner's scope of practice, as authorized by Kentucky law: dispensing medications, routine monitoring of diabetic patients, providing basic emergency treatment, assisting with basic medical screening (such as scoliosis, vision, and hearing), providing basic preventative well-child health examinations, providing vaccinations to Students eighteen years of age or younger, and assisting with other non-emergency general health concerns of Students and Staff such as asthma, seizures, and screening for lice and sports physicals.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Institute a plan of care for patients, including ordering diagnostic tests, medications and medical/nursing treatments.
- Physician consultation may or may not be utilized. Decision-making process is guided by:
  - The boundaries of the practitioner's education, clinical experience, and applicable laws.
  - The medical history, and signs and symptoms of the individual patient.
  - Standard protocol and medical/nursing texts.
  - Treatment/protocol preferences of individual collaborating physicians.
- Order diagnostic testing for patient care. Common diagnostic tests may be ordered without prior MD consultation, including but not limited to:
  - Lab tests such as chemistry, thyroid, hematology, serology, urine, and microbiology studies.
  - Non-invasive x-rays.
  - Pulmonary function tests and pulse oximetry.
  - Immunizations and other PPD testing.
  - Vaccinations for Students eighteen years of age or younger.
- Order medical/nursing procedures commonly done at SHS, and refer patients as necessary to subspecialty evaluation, home health care and other allied health services (e.g. social services).
- Obtain physician consultation in complex patient situations, when the patient is not responding to the standard therapy or whenever there is any doubt as to the optimal evaluation and treatment for a particular patient.
- Seek out ongoing physician supervision for delegated medical acts, peer review and continuing medical/nursing education.

Schedule B  
Dental Services

**JOB SUMMARY:**

Services may include the following dental services provided by Dentist, Hygienist, Dental Assistant, within that practitioner's scope of practice, as authorized by Kentucky law: Dental X-rays (portable X-ray machine), Dental Screenings, Dental Cleanings, Dental Sealants, Dental Fillings, Dental Polishing and Dental Extractions.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Institute a dental plan of care for patients
- Dentist consultation. Decision-making process is guided by:
  - The boundaries of the practitioner's education, clinical experience, and applicable laws.
  - The dental/medical history, and signs and symptoms of the individual patient.
  - Standard and Treatment Protocols
- Order diagnostic testing for patient care.
  - Non-invasive portable X-rays.
  - Dental Sealants may be placed after performing Caries Risk Assessment.
- Schedule of routine 6-month exam and follow up care.



Schedule C  
Licensed Clinical Social Worker Services

**Job Summary**

Provide behavioral health consultation to children and adolescents.

**Duties and Responsibilities**

1. Provide comprehensive assessment and diagnosis of behavioral health clients.
2. Provide effective treatment planning and assisting clients in successfully achieving goals.
3. Evaluate crisis situations and apply appropriate interventions.
4. Assist in the detection of “at risk” patients and development of plans to prevent further psychological or physical deterioration.
5. Assist the primary care team in developing care management processes such as the use of guidelines, disease management techniques, case management, and patient education to improve self-management of chronic disease.
6. Provide assessment, consultation, and brief intervention for psychological/psychiatric problems and/or disorders.
7. Teach patients, families, and staff care, prevention, and treatment enhancement techniques.
8. Monitor the site’s behavioral health program, identifying problems related to patient service and making recommendations for improvement.