

THIS CONTRACT, between

(First Party)

Todd County Board of Education

205 Airport Rd.

Elkton, KY 42220

and

**Todd County
Health Department**

(Health Department)

617 West Main Street

Elkton, KY 42220

is effective July 1, 2023, and ends June 30, 2024.

WITNESSETH THAT:

The purpose of this contract is to establish:

- School Satellite Clinic Site through a mutual agreement with the Board of Education at Todd County Middle School, North Todd Elementary, South Todd Elementary, and Todd County Central High School.
- District Nurse Responsibilities outlined in the provided position description through a mutual agreement with the Board of Education.
- Athletic Training Coverage for district student athletes through a mutual agreement with the Board of Education.

All contracted staff will function within their scope of practice as mandated by their licensing agency. Protocols will be followed as written in the Core Clinic Service Guide (CCSG) approved by the Medical Director at the Todd County Health Department. The Todd County Health Department and Todd County Board of Education mutually agree to share pertinent information, upon request, regarding the medical care of students while adhering to the FERPA/HIPPA Guidelines.

1. The Health Department agrees to provide the following:

Equipment: Please reference the attached inventory list

Equipment repair and maintenance will be the responsibility of the Health Department, who retains ownership of or is using the equipment.

District Nurse Responsibilities: The health department will provide a RN to oversee district nurse responsibilities as described in the position description provided by the Board of Education, attached.

The Health Department will be responsible for the direct supervision of district nurse responsibilities. Communication between the Board of Education and the Todd County Health Department should occur through the Director, Jen Harris, for the purposes of the District Nurse Responsibilities.

School Satellite Clinic Sites: The health department will provide a RN in 4 school satellite clinic sites including North Todd Elementary, South Todd Elementary, Todd County Middle School, and Todd County Central High School. All services available at the Local Health Department can be made available at the satellite clinic to keep students in school.

- A. School Health Services Consent Forms: These forms are provided by TCHD to be included in the school enrollment packet for the upcoming school year. Consent forms are the property of TCHD and shall be given to the district nurse upon receipt by the school. No student will be seen in the nurse's office without a completed consent for services that is signed by the student's parent or guardian. The district nurse will process forms and be responsible for obtaining delinquent forms from the student's parent or guardian. The district nurse will be responsible for entering medical conditions in Infinite Campus.
- B. The nurse may provide students access to required immunizations, acute and chronic illness screenings, required treatments, administration of medication, counseling, case management, management of children with special health needs such as diabetes, glucagon, asthmas, and epinephrine pens (refer to 2F), referral and follow-up. The following services will be provided upon request if the school nurse is available and not as a mass screening event. According to amended 702 KAR 1:160 for 2012-2013, Scoliosis Screenings are to be included in the preventive well child examinations, and no longer required to be performed by KDE and/or contracted personnel. This service may be omitted per LHD discretion. The nurse will jointly provide, along with school staff, training for medication administration and other health related trainings.
- B. The Health Department agrees to provide up to 185 days (minus staff leave time as described in item 2F) of Registered Nurse (RN) staff time for each site per terms of this contract. The Health Department reserves the right to place additional staff at the school to assist assigned staff with temporary periods of high patient volume or extreme abnormal patient acuity levels. If the contracted school nurses cannot maintain an adequate level of quality patient care at any point during the school year, the Health Department may request an additional nurse to be contracted for the school. The School Satellite Clinic Site shall not exceed a nurse-student ratio of one nurse per 750 students.
- C. Additional services for district staff may include but are not limited to the GO 365 Program, educational classes, Worksite Wellness, and adult immunizations.
- D. The school nurse may be off without coverage (back-up) if a replacement RN is not available. Every effort will be made to ensure a RN is in the clinic during school hours. The following are reasons the school nurse may be absent: illness, death, continuing education classes, required staff meetings, resignation, and public health emergencies.
- E. The nurse is required to take a 30-minute lunch break each day. Students will not be seen during the nurse's lunch break except for emergencies.

- F. The Health Department agrees to provide malpractice insurance coverage for all providers of contracted services. The first party agrees to provide insurance coverage for the school employees, school facility, and property.
- G. The student records are confidential and are the property of the Health Department. The students' health information will only be disclosed by the Health Department as permitted by the Privacy Regulations contained within the Health Insurance Portability & Accountability Act of 1996.
- H. The health department will bill Medicaid for applicable services covered by the Medicaid Preventive Services program. Services covered under a student's IEP and billable to Medicaid by the Board of Education will not be billed by the Health Department. In accordance with Kentucky Administrative Regulation 902 KAR 8:170 Section 3, no charges or co-payments will be billed to the students for services covered under this contract.
- I. Field Trips:
- a. Out of State: The district nurse, or other licensed staff assigned will not attend more than 1 out of state student field trip per day. The Health Department may provide a nurse for out of state field trips at the request of the school, if the district nurse or designee is already scheduled to attend, at the rate of \$35.00 per hour.
 - b. In State: In the event the field trip is in state, an unlicensed trained school staff will attend. The school nurse shall advise education staff on precautions and planning for students with health issues who will be on the trip.
 - c. School nurse staff will not attend overnight or weekend field trips. It is our recommendation that the district have a policy regarding how medication will be given on these field trips.
 - d. Notification of field trips MUST be communicated to the district nurse 1 month prior to the scheduled trip or after approval by the Board of Education. If appropriate notice is not given, there may not be a nurse available for the field trip, as the school clinic is the first priority.
- J. The District Nurse will be responsible for providing District Staff with information about accessing the joint medication administration training. School nurses will oversee the check off of Unlicensed Assistive Personnel (UAP) appointed by school administration according to the guidelines developed collaboratively between the Kentucky Department of Education, the Kentucky Department for Public Health, and in consultation with the Kentucky Board of Nursing to ensure compliance with 201 KAR 20:400, KRS 156.502, and 704 KAR 1:160. The Todd County Health Department will be responsible for transferring medication to trained unlicensed personnel in the event the school nurse will be absent (ie. Absent from the building with no coverage or field trips). The following steps will be followed:
- i. The Permission for prescribed medications that has been completed by the patient's physician will be copied and provided with the medication.
 - ii. The nurse and the UAP perform a medication count together. The medication count is recorded on the health department medication receipt log and documented in the nurse's notes in the patient's chart.

- iii. Upon the nurse's return, the UAP and nurse will perform a medication count and record the count on the health department medication receipt log and documented in the nurse's notes in the patient's chart.
 - b. First Party will provide liability insurance for their employee to cover services provided by the UAP (school board employees).
 - c. Health Department will provide liability insurance to cover board of health employees.
 - d. Training will be provided for UAP designated by the school district administration **prior to the beginning of the first day of school for students.** The Todd County Health Department will not be responsible in the event there is no trained unlicensed personnel in the building. Arrangements will need to be made by the school for coverage.
 - e. The Todd County Health Department will not be responsible for carbohydrate counting or delegation of insulin in any form, including pen, pump, or syringe.
 - f. Second party will maintain policies and records for routine and emergency medication administration.

- K. The Health Department will be responsible for direct supervision for nursing staff assigned to any school satellite clinic site. If there are concerns about school nurses, they need to be communicated to the district nurse.

- L. If abuse of a student is suspected and DCBS is contacted by the school nurse, the nurse will contact the school nurse supervisor. The school nurse supervisor or the Health Department Director will notify Board of Education Administration. Board of Education Administration will contact appropriate school administration. For the purposes of this contract, Mark Thomas or Kenneth Anderson are the Board of Education Administration that should be contacted.
- M. TB Skin Tests:
TCHD will provide TB skin testing for new hires throughout the contracted year. The district nurse will be notified that a new hire needs a TB screening, these will be completed at North Todd Elementary School. The health department agrees to bill the new hire's insurance if available to receive payment. If it is not covered under their policy, the district agrees to pay the health department \$15 per screening, which will include the reading. Results from the TB skin test will be submitted to Kenneth Anderson or Kim Hall.

- N. Hepatitis A Vaccination:
If employees of the district elect to be vaccinated for Hepatitis A, it can be provided in the school nurse's office. The employee's insurance will be billed for the service, or they can pay \$40 per vaccination. Hepatitis A is a 2-dose series, total cost for uninsured participants is \$80.

- O. Drug Testing
 - a. District Staff/New Hires: Drug testing will be provided upon request to the district nurse upon suspicion or new employment and will be completed by the district nurse at North Todd Elementary School. A 6-panel test will be administered according to protocols of the testing company. Results will be sent to the District (DER) Designated Employer Representative. If suspicious results occur, the sample can be sent to the lab for confirmatory testing. The District agrees to pay the TCHD \$25 per screening, with

additional charges assessed in the amount of \$50 if a sample must be sent for confirmatory testing. Oral swabs were approved June 1, 2023 and will have to be used for direct observation, however procedure and cost are not approved at this time.

- b. Court Ordered Student Testing: Drug testing will be provided upon receipt of a court order, by the Board of Education, to the district nurse. The district nurse will be responsible for contacting the parent to make them aware of the test. The District agrees to pay the TCHD \$25 per screening, with additional charges assessed in the amount of \$50 if a sample must be sent for confirmatory testing. Oral swabs were approved June 1, 2023 and will have to be used for direct observation, however procedure and cost are not approved at this time.

Athletic Training Services: The health department will provide a Licenses Athletic Trainer for care of Todd County School District student athletes. The Athletic Trainer will function within her scope of practice as mandated by the National Athletic Training Association and the Kentucky Medical Association. Scope of practice will be followed as outlined in 201 KAR 9:305 and 9:307, as well as KRS Chapter 311.900-928 and approved by the Medical Director at the Todd County Health Department. The Todd County Health Department and Todd County Board of Education mutually agree to share pertinent information, upon request, regarding the medical care of students while adhering to the FERPA/HIPPA Guidelines.

- A. The Athletic Trainer will be a contractor of the Todd County Health Department.
- B. The Athletic Trainer will be supervised by the Nurse Team Leader at the Todd County Health Department.

Mental Health Case Management: No funds will exchange hands for this program. Both parties agree to operate cooperatively under a Memorandum of Understanding that includes a policy agreed upon by both parties. This program will target school aged youth, however, will also extend services to family under the case management umbrella. The case managers will work directly with youth and their families, while partnering with numerous community agencies to coordinate wrap-around services. Case managers will utilize the following skills: communication skills, interpersonal skills, adaptability, and problem-solving skills.

2. The Todd County Board of Education agrees to provide the following:

- A. Space providing privacy and sufficient quietness to be conducive to an effective clinic environment that meets security standards to ensure safe keeping of all Health Department owned assets as well as all protected health information as identified by HIPAA laws and regulations.

1- room with a door that locks with sink and hot & cold running water, paper towels, and hand soap. Clinic sites should be easily accessible to restroom facilities.

B. Equipment per site:

- 1 exam tables
- 1 desk and chair

- 1 telephone, phone jack plus monthly phone charges
 - 1 Access to copier and paper for copier
 - 1 AED
 - Chairs for waiting area
 - Access to and maintenance of computer with internet access, e-mail capabilities, as well as access to the Infinite Campus (for the purpose of accessing student location and emergency contact information) and Microsoft Excel
 - Athletic Training room with equipment listed in the appendix.
- B. Insurance coverage for equipment owned by the Health Department and housed as noted in Section 1.
- D. Principals and teachers will cooperate with scheduling to make students available for services requested.
- E. School staff will notify the District Nurse 1 month prior to a school field trip. This allows the school nurse to contact a substitute to cover the school clinic and make provisions for medication delegation.
- F. The location of the School Satellite Clinic Site will not be moved without a thirty-day written notification from the First Party to the Health Department.
- H. The First Party will ensure that consent forms turned in by parents for school clinic services are submitted to the school nurse in a timely manner so that services can be carried out as soon as possible.
- I. Standard health records are required of the Kentucky Department of Education by 704 KAR 4:020 and include a physical, shot record, vision, and hearing screening. These documents shall be given to the district nurse and a copy shall be housed in each student's health cumulative file, which is the property of the district. Original documents will be placed in the student's medical chart in each nurse's office, which is the property of TCHD. A non-compliance list will be developed by the district nurse that will include mandatory forms that have not been received and the list will be given to the district to process according to district policy. This district nurse will be responsible for entering medical conditions listed on these forms in Infinite Campus.
- J. The First Party agrees to notify the District Nurse, Health Department School Nurse Supervisor, or the Director in the event that the power goes out in any of the schools included in the contract. This measure is to safeguard vaccines that are stored in each School Satellite Clinic Site so that emergency storage procedures can be taken.
- K. IEP Services: The first party shall make the second party aware of any role they may have in the care of a student with an IEP.
- M Provide staff, via the district bus garage, to perform scheduled maintenance on the Western KY Mobile Public Health Unit and as needed. Maintenance may include oil change, fluid assessments, tire rotation, in addition to other basic maintenance. Costs for basic maintenance will be invoiced

to the health department and paid upon appropriate receipt. If further repairs are required for the unit, garage staff will assist in scheduling the unit with service providers and the cost will be arranged between the service provider and the health department.

3. The hours of operation for the school satellite clinic site will be determined through mutual agreement by all parties, with priority placed on being present until buses leave the school. All school nurse's are required to take a 30-minute lunch break. Clinic hours may be subject to change. The School Satellite Clinic Site may be used outside of school hours for emergency health services for the community at a time mutually agreeable to all parties.
4. For the services described in the contract, the health department will mail invoices in September and January. Payment is due from the school upon receipt of appropriate billing.
5. This agreement may be renewed for another 12 months beginning July 1, 2024, if agreed to by both parties. Agreement may be terminated following 15 days written notification by either party and prorated payment shall be rendered.
6. Each party to this contract agrees to indemnify, defend, and hold harmless the other and their respective directors, officers, and employees, from any and all liabilities, damages, losses, expenses, demands, claims, suits or judgments, including reasonable attorney fees, and expense in any way related to the other's acts hereunder giving rise to a cause of action against the other party. Each party's obligation to so indemnify, defend, and hold harmless the other, shall survive the expiration or earlier termination of this contract.
7. When the school district is not in session, the Todd County Health Department will not be responsible for dispensing patient medication or retrieving medications from the schools.
8. Emergency situations involving patients who do not have a signed Todd County Health Department treatment consent will be medically assessed and decisions regarding care will be made in collaboration with school administration.

COMPENSATION:

The First Party agrees to contract with the Health Department in the following manner:

1. At the rate of \$25,000 per school clinic site @ 4 school sites = \$100,000
2. At the rate of \$20,000 per year for completing District Nurse Responsibilities = \$20,000
3. At the rate of approximately \$8,000 for completing pre-employment screening, to be invoiced based on actual services completed = \$8,000
4. At the rate of \$63,307.00 per year for completing Athletic Training Responsibilities.

Total Contract Amount: \$183,315.00.

Invoices will be sent twice a year.

The First Party agrees to abide by the rules and regulations regarding the confidentiality of personal medical records as mandated by the Health Insurance Portability and Accountability Act (42 USC 1320d) and set forth in federal regulations at 45 CFR Parts 160 and 164.

The First Party agrees to 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 contract 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 contract.

Section 601 of Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d), provides that no person shall "on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

In 1974 the Supreme Court (Lau v. Nichols, 414 U.S. 563) interpreted regulations promulgated by the former Department of Health, Education and Welfare (HHH's predecessor), 45 CFR 80.3 (b) (2), to hold that Title VI prohibits conduct that has a disproportionate effect on **Limited English Proficient (LEP) persons** because such conduct constitutes national-origin discrimination. On August 11, 2000, **Executive Order 13166** was issued, "Improving Access to Services for Persons with Limited English Proficiency (LEP)."


- 1) The Parties to this contract agree to 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).
- 2) The Health Department 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 contract.
- 3) For the services described in this contract, the First Party agrees to pay the Health Department in the following manner, in September and January, payable upon receipt of appropriate billing.
- 4) The total payments made under the terms of this contract shall not exceed \$ 190,000.00 including field trips.
- 5) Either Party shall have the right to terminate this contract at any time upon 30 days written notice to the other Party.

FIRST PARTY:

 (SIGNATURE OF AUTHORIZED AGENT)
 Mark Thomas, Superintendent
 Todd County Schools

 Date Signed

HEALTH DEPARTMENT:



 (SIGNATURE OF AUTHORIZED AGENT)
 Jen Harris, Public Health Director
 Todd County Health Department

7/10/23

 Date Signed