



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 Stone, Member - District 5

Date: July 10, 2023

Consent Agenda Item (Action Item): Approve contract for services with Floyd County Health Department for student immunizations and adult immunizations to include Hepatitis A and B, Influenza, PPD Mantoux-TB Skin Test and Tetanus/Tdap vaccinations for the 2023-2024 school year.

Applicable Statutes or Regulations: OSHA Regulations

Background and Rationale: Hepatitis A, B vaccines are to be offered to any employee whose job duties would put them at risk to exposure to blood and other body fluids or post exposure. The flu vaccine is offered to employees who request this service if not covered by health insurance. Physical Exams will not be offered. Student vaccinations with signed parental/guardian consent will be offered by RN's to students attending BLES, AES and PES.

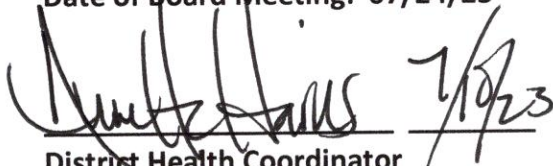
Fiscal Budgetary Impact: Employee insurance will be billed for employee Influenza vaccinations. The total payments made under this agreement shall not exceed \$10,000.00. Parent consent will be obtained for immunizations for students and billed to Medicaid by the FCHD according to regulations. There will be no charge to the Floyd County Board of Education for student immunizations if administered.

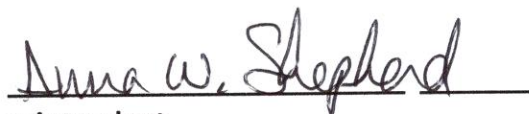
History and Background: The Agreement/Contract with the Floyd County Health Department (FCHD) is an opportunity to provide an ongoing partnership that is essential for the delivery of health services to Floyd County Schools students and staff.

Recommendation: Approve Contract with Floyd County Health Dept.

Contact Person: Annette Harris, RN District Health Coordinator

Date of Board Meeting: 07/24/23


District Health Coordinator


Superintendent

THIS CONTRACT, between
(First Party)

FLOYD COUNTY BOARD OF EDUCATION
442 KY ROUTE 550
EASTERN, KY 41622

and

(Health Department)

FLOYD COUNTY HEALTH DEPARTMENT
283 GOBLE STREET
PRESTONSBURG, KY 41653

is effective JULY 1, 2023 and ends JUNE 30, 2024.

WITNESSETH THAT:

The First Party agrees to perform the following:

1. The First party will check services requested on the enclosed list of services offered.
2. The First party will complete the voucher for EACH employee referred to the health department for services.
3. The voucher will be signed by an appointed authority and brought to the health department by the employee on the date of service.
4. The First Party will be responsible for making the appointments for the requested service.
5. The First party will pay the health department for influenza shots denied by the employee's insurance.
6. **No service will be provided until the signed contract is returned to the health department.**

The Health Department agrees to perform the following services:

1. The Health Department will refer the employee back to their respective home county health department for any positive TB Skin Test follow-up and treatment.
2. The health department will provide services as requested by the first party.
3. The health department will provide these services according to the Clinical Service Guide.
4. The health department will bill the employee's insurance for Influenza shots only.

COMPENSATION/PAYMENT:

1. The health department will send an invoice to the first party for services rendered.
2. Invoices must be paid within 30 days upon receipt of the invoice to continue receiving services.

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) For the services described in this contract, the First Party agrees to pay the Health Department in the following manner, **Monthly** payable upon receipt of appropriate billing.
- 2) The total payments made under the terms of this contract shall not exceed \$10,000.
- 3) 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).
- 4) 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.
- 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:

Laura W. Shepherd
 (SIGNATURE OF AUTHORIZED AGENT)
 FLOYD COUNTY BOARD OF EDUCATION

7-10-23
 DATE

HEALTH DEPARTMENT:

Martha Ellis
 (SIGNATURE OF AUTHORIZED AGENT)

4-28-23
 DATE

Martha Ellis
 (PRINT OR TYPE NAME OF AUTHORIZED AGENT)
 MARTHA ELLIS, PUBLIC HEALTH DIRECTOR

FCHD

FLOYD COUNTY HEALTH DEPARTMENT

283 Goble Street, Prestonsburg, KY 41653
 Phone (606) 886-2788 Fax (606) 886-9318

CPT	SERVICE DESCRIPTION	CHARGE
86580	PPD Mantoux-TB Skin Test	\$26.00 - \$105.00
90632	Hepatitis A Adult	\$93.00
90688	*Influenza Vaccination (age 3 and above)	See below
90714	Tetanus Diphtheria	\$59.00
90715	Tdap	\$71.00
90746	Hepatitis B (age 20 and above)	\$86.00
99385 - 99397	Physical Exam--(This is an AVERAGE PRICE depending on the age of the patient and if they are New or Established)	\$130.00

Please check the following service(s) you wish to be covered in this contract:

- | | | |
|--------------------------|---|-----------------------------|
| Physical Exam | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| PPD (TB Skin Testing) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Influenza Vaccinations | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Hepatitis B Vaccination | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Hepatitis A Vaccination | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Tetanus/Tdap Vaccination | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

*INFLUENZA VACCINATIONS WILL BE GIVEN AS AVAILABLE
 (CALL FOR PRICING AND SCHEDULING IN THE FALL)



283 Goble Street, Prestonsburg, KY 41653
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VOUCHER

FOR CONTRACTED SERVICES AT THE FLOYD COUNTY HEALTH DEPARTMENT

Name of Employee

Is employed by: _____
Name of Company or Organization

It is requested the above named person receive the following service or services:

and be billed to: _____
Name of Company or Organization

Authorized Signature

Date

THIS VOUCHER IS VALID ONLY FOR CONTRACT/FISCAL YEAR 2023-2024