



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:** 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.

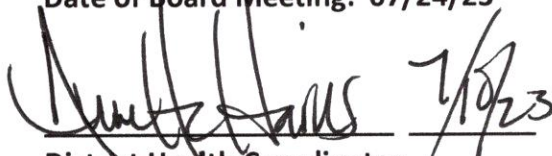
**Fiscal Budgetary Impact:** Employee insurance will be billed for employee Influenza vaccinations. The total payments made under this agreement shall not exceed \$10,000.00. Parent consent will be obtained for immunizations for students and billed to Medicaid by the FCHD according to regulations. There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

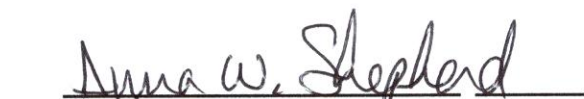
**History and Background:** The Agreement/Contract with the Floyd County Health Department (FCHD) is an opportunity to provide an ongoing partnership that is essential for the delivery of health services to Floyd County Schools students and staff.

**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:**

Anna 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 <u>AVERAGE PRICE</u> 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  
Phone (606) 886-2788 Fax (606) 886-9318

**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\***



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Steve Stone, Member - District 5

**Consent Agenda Item (Action Item):** Approve Memorandum of Agreement between Farming Now (Formerly AppHarvest) and Floyd County Board of Education (Floyd County School of Innovation) for continued partnership with the container farm.

**Applicable State or Regulations:**

BOE Policy 01.11 General Powers and Duties of the Board

**Fiscal/Budgetary Impact:**

No financial impact.

**History/Background:**

FCSI and AppHarvest have partnered on the container farm since the beginning of our Agriculture program. As part of the AppHarvest's ongoing commitment to empower the next generation with the skills needed in the rapidly changing agriculture industry, they have decided to transition to an independent non-profit structure under the name "Farming Now! This MOA is to update our records to show the above structure change to Farming Now.

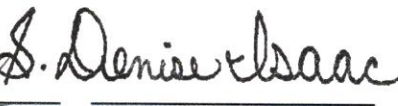
**Recommended Action:**

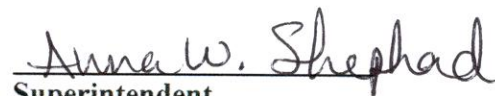
Approved as presented

**Contact Person(s):**

Christina Crase

  
Principal

  
Director

  
Superintendent

**Date:**

7-11-23

## Memorandum of Understanding

This AGREEMENT in the form of a Memorandum of Understanding (“MOU” or this “Agreement”) is entered into as of \_\_\_\_\_, 2023 (“Effective Date”) between Farming Now!, LLC, a Kentucky nonprofit limited liability company (“Farming Now!”) subject to a fiscal sponsorship agreement with Blue Grass Community Foundation, a Kentucky nonprofit corporation that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 (“BGCF”) and Floyd County School of Innovation (part of the Floyd County School District), a Kentucky public school (“School”), in connection with Farming Now!’s intent to partner with the School to develop education and community programs in the region. In this Agreement, Farming Now! and the School are collectively referred to as the “Parties” and each is a “Party”.

### RECITALS:

It is the intent of the Parties to work together to provide students of the School and community members with an interdisciplinary AgTech experience (the “AgTech Program”); and

Whereas, the School is an educational institution committed to providing the youth with educational opportunities, and Farming Now! is committed to educating the youth on agriculture and technology through hands-on experience coupled with classroom learning; and the Parties desire to have an even greater impact on the educational opportunities in Eastern Kentucky and Central Appalachia. The Parties further agree that the food systems and education are two essential components of healthy and sustainable lifestyles, and a cooperative effort between the educational community and the food community has been shown to be an effective means of improving health outcomes and attracting business investment; and the leadership of the Parties desire a closer relationship of cooperation to the benefit of the people in the region.

Now therefore; the School and Farming Now! agree to the cooperative items in this document and will do everything in their power to bring them to pass according to the following terms and conditions:

**RESPONSIBILITIES OF THE PARTIES:** The Parties intend by this Agreement to enter into a cooperation under which the School and Farming Now! jointly agree:

To cooperate on the development and implementation of the School’s AgTech Program;

To work collaboratively to identify a talented pool of applicants for the AgTech Program;

To adopt the AgTech Curriculum (six-unit series of course materials);

To utilize provided training materials (e.g., curriculum, online training) and to cooperate on professional development opportunities that enhance the skills and dispositions of our employees and program participants;

To develop outreach and promotional opportunities to highlight the collaboration between Farming Now! and the School;

To host programs to share the AgTech Program with community members, as mutually agreed



upon by Farming Now! and the School;

To host or provide access to a container farm or other hydroponic equipment in which produce is grown and harvested (the “**Farm Equipment**”), and, if such Farm Equipment is located on the campus of the School, to provide a suitable site and annual electric and water utilities and a WiFi internet connection;

To utilize the Farm Equipment to grow produce (the “**Produce**”) to be sold to or otherwise utilized by the School and the community (the “**Utilization Program**”);

To partner with the Farming Now! personnel to ensure effective operations of the Farm Equipment;

**FINANCIAL RESPONSIBILITY AND BUILDING OUT THE UTILIZATION PROGRAM:**

The School agrees and acknowledges that Farming Now!, through BCFG, has, or is concurrently with the execution of this Agreement, donated funds to the School necessary for the School to acquire the Farm Equipment and the School shall use such funds solely for such purpose. The School agrees and acknowledges that the Farm Equipment shall be used by the School in the AgTech Program.

The School agrees and acknowledges that the School is responsible for the acquisition and maintenance of the Farm Equipment and for the continued costs and expenses relating to the AgTech Program and the Farm Equipment, including, without limitation, the installation and maintenance of the Farm Equipment, repair costs, and costs for supplies. The School is required to purchase all consumable goods needed for the AgTech Program and the Farm Equipment.

The Parties acknowledge that the School will use its best efforts to seek and maintain financial independence with respect to the AgTech Program by building out the Utilization Program and selling the Produce. Expectations and suggestions for such Utilization Program and financial independence are set forth on Exhibit A.

In the event that the School is facing financial difficulties or other hardships with respect to the AgTech Program, including with respect to the maintenance of the Farm Equipment or access to required supplies, the School shall promptly notify Farming Now! and the School and Farming Now! shall cooperate to assess potential resolutions.

**INTELLECTUAL PROPERTY:** The Parties acknowledge and agree that all work product or Work Product (as hereinafter defined) created under or related to this Agreement shall be owned by Farming Now!. Accordingly, the School hereby irrevocably assigns to Farming Now! all right, title and interest worldwide it may have in and to any deliverables related to the AgTech program, the Farm Equipment, and/or this Agreement, and to any ideas, concepts, processes, discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other copyrightable works, and any other work product created, conceived or developed



by the School (whether alone or jointly with others) for Farming Now!, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights therein (collectively, the "Work Product"). To the extent that the School's students create or co-create Work Product, then the School shall use its best efforts to cause such students to execute a document provided by Farming Now! that would effectively result in the student (in some cases with parental consent) assigning over to Farming Now! all Work Product as contemplated above.

#### **CONFIDENTIAL INFORMATION**

During the course of evaluating this cooperation, it is assumed that both Parties shall be provided information of a "confidential" nature. For purposes of this Agreement, "Confidential Information" shall mean all information disclosed between the Parties or their authorized representatives that is not generally known and will include, without limitation: concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of Farming Now! or its subsidiaries or affiliates, trade secrets, drawings, inventions, know-how, software programs and software source documents, information regarding plans for research, development, new service offerings or products, marketing and selling, plans, forecasts, budgets and financial statements, licenses and distribution arrangements or agreements between the Parties, and any information regarding the skills and compensation of personnel, contractors or other agents of Farming Now! or its affiliates. "Confidential Information" also includes the proprietary or confidential information of any third party who may disclose such information to Farming Now! or the School or any other disclosed information that disclosing Party labels "Confidential" or otherwise notifies the receiving Party in writing that the information is confidential.

#### **EXCEPTIONS TO CONFIDENTIAL INFORMATION**

Notwithstanding any of the foregoing as set forth in Section 4 above, the term "Confidential Information" shall not include any information:

that, at the time of disclosure or thereafter, is generally available to the public (other than as a result of a disclosure directly or indirectly by receiving Party in violation of the terms hereof);

that is or becomes available to receiving Party on a non-confidential basis from a source other than disclosing Party, provided that such source was not prohibited from disclosing such information to receiving Party by a legal, contractual, or fiduciary obligation owed to disclosing Party;

that is already in possession of receiving Party (other than information furnished by or on behalf of disclosing Party); or

that is independently developed by receiving Party without violation of such receiving Party's obligations hereunder.

#### **NON-DISCLOSURE**

The Confidential Information shall be used solely for the purposes of evaluating this cooperation, and shall not be used in any way, directly or indirectly, that is detrimental to disclosing Party.

The Confidential Information shall be kept strictly confidential and shall not be disclosed by receiving Party, except:

as required by applicable law, regulation, or legal process; or

that receiving Party may disclose the Confidential Information or portions thereof to those of its representatives who need to know such information for purposes of evaluating the Project, provided that such representatives are informed of the confidential and proprietary nature of the Confidential Information and agree to keep such information strictly confidential.

**PROHIBITION ON USE OF NAME:** The School acknowledges that Farming Now! guards the use of its trademarks, service marks, trade names, corporate names, and symbols (the “**Farming Now! Identifiers**”) with respect to the labeling of any Produce or as they may be used on any signage, publications, promotional materials or for other related purposes. All use of the Farming Now! Identifiers must comply with Farming Now!’s quality standards. Therefore, while the School is encouraged to promote its collaboration with Farming Now!, the School shall first submit to Farming Now! any materials containing any use of the Farming Now! Identifiers prior to School’s publication so that Farming Now! may first approve such uses or suggest modifications.

Once approved, Farming Now! does not need to approve subsequent, substantially similar materials containing the Farming Now! Identifiers.

**INDEMNIFICATION:** To the extent permitted by law, each Party shall each indemnify, defend, and hold harmless each other Party and each of the other Parties’ affiliates, partners, and representatives, and each of their respective officers, directors, and employees or service providers (collectively, “**Indemnitees**”) from and against any and all demands, claims, taxes, obligations, losses, liabilities, damages, costs, and expenses whatsoever sustained or incurred by an Indemnatee resulting from or arising in connection with any breach by such Party of any of its covenants, obligations, or agreements contained in this Agreement. In addition, the School will use its reasonable best efforts to ensure that all students (or parents or legal guardians thereof) of the School participating in the AgTech Program promptly execute and deliver to the School an Assumption of Risk, Release and Waiver of Liability and Indemnification Agreement (each, a “**Release**”) in the form attached hereto as Exhibit B, which Releases shall be maintained at the principal offices of the School and available to Farming Now! upon its request. Farming Now! and the School will jointly use their reasonable best efforts to ensure that all community member participants in the AgTech Program, or any events or programs related thereto, promptly execute and deliver to the School a Release, which Releases shall be maintained at the principal offices of the School and be available to Farming Now! upon its request.

**MISCELLANEOUS:**

Subject to applicable law, this Agreement may be amended, modified, or supplemented only by

mutual written agreement of all of the Parties.

Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, covenant, agreement, or condition herein may be waived by the Party(ies) entitled to the benefits thereof only by a written instrument signed by the Party(ies) granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by facsimile transmission, or mailed by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the address set forth in the signature page hereto.

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided, however, that neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any Party without the prior written consent of the other Parties, nor is this Agreement intended to confer upon any other person except the Parties any rights or remedies hereunder.

This Agreement shall in all respects be governed by, and construed and interpreted in accordance with, the internal substantive laws of the Commonwealth of Kentucky without giving effect to the principles of conflicts of law thereof.

This Agreement may be executed in one or more counterparts, including via electronic means (e.g., transmission of .pdf files) or via facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Agreement, including the documents, instrument, writings, and exhibits referred to herein, embody the entire agreement and understanding of the Parties in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants, or undertakings, other than those expressly set forth or referred to herein or therein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to such transactions.

*[Signature Page Follows]*

***[Signature Page to MOU]***

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**Farming Now!, LLC**

By:  
By:  
Title:

Address:

**Farming Now!, LLC  
500 Appalachian Way Morehead, Kentucky  
40351**

**School: Floyd County School of Innovation  
(part of Floyd County School District)**

By:  
By: Christina Crase  
Title: Principal

**School Address: 145 Randy Caudill  
DriveMartin, KY 41649**

**School: Floyd County School of Innovation  
(part of Floyd County School District)**

By:  
By: Anna Shepherd  
Title: Superintendent

***Signature Page***

**EXHIBIT A**

**EXPECTATIONS AND SUGGESTIONS FOR THE UTILIZATION PROGRAM AND  
FINANCIAL INDEPENDENCE**

The School shall strive to spark, foster and further entrepreneurialism among participants of the AgTech Program in order to ensure financial independence of the AgTech Program, including through the sale of Produce and the establishment of a robust Utilization Program. Participants and advisors to the AgTech Program should implement a strategy to establish customers for the sale of the Produce and then increase such customer base and sales. The School may consider using the Produce in the School's food service program or selling Produce to local restaurants and stores.

The School shall also seek other resources to support the AgTech Program, including through fundraising from community partners and donors. In addition, resources may be available through various Farm to School programs and grants sponsored by organizations that support educational agricultural programs.

**EXHIBIT B**

**FORM OF RELEASE (attached) ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

**Event:** \_\_\_\_\_ (the "Event")  
**Participant's Name (Please print):** \_\_\_\_\_ (the "Participant")

In consideration for permitting Participant to participate in the Event, the undersigned, for themselves, and for their respective heirs, personal representatives, successors and assigns, agrees as follows:

**Assumption of Risk:** The undersigned hereby assumes all risks of participating in the Event and the undersigned hereby certifies that the Participant has no health-related reasons or problems which could preclude the Participant from participating in the Event.

**Release and Waiver:** The undersigned hereby releases, waives, discharges and covenants not to sue Farming Now!, LLC and its affiliates ("Farming Now!") and its officers, directors, personnel, volunteers, contractors and agents (collectively, the "Releasees") from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Participant's participation in the Event.

**Indemnification and Hold Harmless:** The undersigned also hereby agrees to indemnify, defend and hold the Releasees harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Participant's participation in the Event.

**Photographic Release:** The undersigned further agrees, grants and conveys to Farming Now! all right, title, and interest in any and all photographs, images, video or audio recordings of the Participant or his or her likeness or voice made by Farming Now! in connection with the Participant's involvement in the Event, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Severability:** The undersigned expressly agrees that this Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement ("Agreement") is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Kentucky and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of the Commonwealth of Kentucky, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the courts of the Commonwealth of

Kentucky.

**Acknowledgment of Understanding:** The undersigned has read this Agreement, and has had the opportunity to ask questions about the same. The undersigned fully understands this Agreement, that the undersigned is giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledges that they are signing this Agreement freely and voluntarily.

---

Signature of Participant

Date

*(If the Participant is a minor)* I, the parent/legal guardian of the Participant, hereby agrees to the above on behalf of the Participant.

---

Parent/Guardian Name (print)

---

Signature of Parent/Guardian

Date