

**LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT
CONTRACT TO PROVIDE SERVICES**

THIS CONTRACT is entered into this **1st day of July, 2024** by and between this **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY (“Board”)**, 701 East Main Street, Lexington, Kentucky 40502, and the **LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT (“LFCHD”)**, 650 Newtown Pike, Lexington, Kentucky 40508.

WHEREAS, the Board, in the exercise of its lawful duties, desires to obtain certain services, with School Health Services and Core Nursing.

WHEREAS, the LFCHD is willing to perform such services as an independent contractor.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. LFCHD SHALL PERFORM THE FOLLOWING SCHOOL HEALTH NURSING SERVICES:

- Provide trained, licensed Registered Nurses (RNs) and Licensed Practical Nurses (LPNs) for staffing requirement. All nurses will hold a current license to practice nursing in the state of Kentucky and receive continuing education on a variety of topics regarding school health nursing.
- Provide emergency and daily medication training to Unlicensed Assistive Personnel (UAP), in accordance with Kentucky Revised Statutes (KRS) 156.502, KRS 158.838, Kentucky Board of Nursing (KBN) AOS #15, and Kentucky Administrative Regulations (KAR) 201 KAR 20:400.
- Provide oversight and supervision to trained, delegated UAPs, who have the primary responsibility for administration of medications. LFCHD nurses could administer daily medications as a back-up for UAP, when UAP is unavailable.
- Assist with field trip organization and preparation, with advance notice. LFCHD school nurses will assist with organizing and preparing field trip medication lists, medications, and appropriate documentation and coordinate with school personnel and out of state vendors covering trips. LFCHD requests 2 weeks’ notice prior to in-state field trips and 30 days’ notice for out-of-state.
- Perform clean/sterile urinary catheterizations as ordered, and/or train and delegate UAP to perform catheter procedure, or supervise a student who self-catheterizes.
- Train, delegate and oversee staff who normally administer enteral feedings. However, when students are receiving 1:1 nursing care provided by special education nurses, LFCHD agrees to serve only as the emergency back-up for giving enteral feedings. Trained UAPs should be primarily responsible for students’ enteral feedings.
- Perform and/or assist with diabetes management, including blood glucose monitoring, insulin administration, including training, delegation, and oversight of UAPs who work with students daily.
- Provide education to students and parents concerning bed bug awareness and prevention. Nursing staff will also provide resources for options for remediation.

Moreover, students may be assessed by LFCHD nurses for complications related to suspected bed bug infestation and be treated for complications such as itching and rash. LFCHD nurses can play a supporting role in assisting with bed bug related concerns, however, nurses are not trained to identify bed bugs, assess environmental spaces, or be responsible for interventions leading to environmental remediation.

- Provide education to students and parents concerning awareness, prevention and control of lice infestations. LFCHD nursing staff will also provide options for treatment. LFCHD nursing staff may evaluate individual students suspected of having head lice, but nurses will not perform en masse screenings of students and staff in classrooms for head lice, head lice treatment application, or nit removal.
- Assist with allergy sensitivity issues, such as allergy aware areas in the school, and assist with educating students and staff regarding life-threatening allergies and exposure prevention. LFCHD will provide epinephrine auto-injector training for staff. LFCHD nurses may also be called upon to use epinephrine auto-injectors, if the situation warrants. LFCHD nurses will assist schools in implementing the stock epinephrine auto-injector protocol per KRS 158.836.
- Provide input on school wellness committees, as well as attend and engage in school safety meetings, in order to collaborate with school staff and safety teams. Assess sick and injured students and treat as needed. The LFCHD nurse will notify appropriate school personnel of acutely ill or injured students or staff.
- Notify LFCHD Epidemiology Section and the District Health Services Coordinator of any reportable diseases or conditions. LFCHD school nursing staff will be liaisons with the epidemiology team at LFCHD, assist with necessary contact investigations and immunization records gathering, and provide education about preventing spread of disease for school personnel, parents/guardians, and students as needed.
- Communicate with school personnel, parent/guardians, District Health Services Coordinator as needed for care of students, including having a system in place to accept calls from school personnel regarding student care questions when a nurse is not on school grounds. LFCHD nursing staff will provide information, both written and oral, to be used for family notification through backpack letters and Infinite Campus (IC) notifications. LFCHD school health staff will continue to communicate with families through various methods, including telephone, letters, and emails.
- Maintain certification to perform First Aid, CPR, and/or use of Automated External Defibrillator (AED) as the situation dictates.
- Review student health records for compliance with Kentucky Department of Education (KDE) mandated school requirements throughout the school year, document nursing services provided, provide monthly and annual reports, attend meetings with appropriate personnel to coordinate care.
- Serve as a liaison for families and schools to initiate services through community resources as needed.
- Provide vision screenings per state regulations and/or district policy.
- Provide dental screenings per public health guidelines.
- Comply with confidentiality requirements of the Board of Education, FERPA and HIPAA regulations. All LFCHD employees receive annual HIPAA training and sign

confidentiality agreements.

- Input health data into the district's student database (immunizations, physical exams and assessments, medical treatments, vision and dental screens).
- Perform routine audits of medication log books and continue to provide follow-up education as needed in accordance with LFCHD's quality assurance program. As needed, the LFCHD's Compliance Officer will perform additional audits to ensure compliance with state and federal guidelines related to services provided by LFCHD staff.
- LFCHD will provide a lockable file cabinet. Documents are stored and transported according to HIPAA Privacy and Security Rule requirements.
- LFCHD staff will provide tracheostomy care during an emergency, but not as a routine part of services. LFCHD school nurses will only train UAPs on skin care around the tracheostomy. Any additional training for UAPs may be provided by FCPS staff. Consult with school personnel on 504 and IEP plans, including follow-up, assisting with revisions and attending meetings, as needed, and as time permits. If a LFCHD nurse is assigned a role in the care of the student, LFCHD nurse must be included in the planning and invited to the meeting.
- Provide duties and services within the nurses' scope of practice by assessing and treating students with acute and chronic illnesses and injuries.

2. GENERAL AGREEMENT

A total of 53.5 full time equivalent (FTE) RNs (this includes one RN manager and three RN team leaders), one administrative office assistant, and 2 FTE LPNs will be committed to the School Health Nursing Program. Each of the 31 elementary schools, 11 middle schools, 6 high schools, and the Fayette County Preschool Center will be provided full-time nursing services 4.5 to 5 days per week (LPN staffing based on student enrollment of 300 students or less). This excludes the ten schools (Arlington, Booker T. Washington, Breckinridge, Cardinal Valley, Harrison, Mary Todd, Tates Creek Elementary, William Wells Brown, Lexington Traditional Magnet, and Tates Creek High School) with on-site school-based clinics.

LFCHD will staff three technical centers (Eastside, Southside, and Locust Trace) with a 0.5 FTE RN or LPN and will staff four special programs (Martin Luther King Academy, The Learning Center, The Stables, and Opportunity Middle College) with a 0.25 RN or LPN per week. Any school with an assigned LPN will also have an RN designated for training and supervision.

- A. All school health staff are employees or subcontractors of the Lexington-Fayette County Health Department and shall not represent to anyone that they are employee or agents of the Fayette County Board of Education. LFCHD agrees to verify to the Board that all services provided under this contract shall be performed by LFCHD personnel or subcontractors. Such LFCHD personnel or subcontractors performing the services called for under this contract, when required under federal and state law, shall be duly certified and licensed.
- B. In the event of illness, resignation, or other unanticipated leave, another nurse shall be assigned to provide continuity of services to the schools until the nurse returns from leave or a nurse is recruited in the shortest time possible.

- C. Students in the professional health fields may be given opportunities for clinic field experience if mutually agreed upon by FCPS and LFCHD. This shall be coordinated through LFCHD's Community Health Officer and the School Health Manager.
- D. An annual report of the work performed and other reports during the contract year, as mutually agreed upon, shall be prepared and submitted by LFCHD to the Health Services Coordinator.

3. THE BOARD SHALL:

- A. Pay \$3,999,999 to the Health Department for services pursuant to this contract during the general school year and Summer School to be paid in twelve (12) monthly installments.
 - 1. Rate for providing additional nurses and any staffing triggers for July 1, 2024 to June 30, 2025 (opening new schools, increases in student population, providing nursing services to a school currently covered by an onsite school-based clinic, etc.)
 - a. \$ 86,322.00 per FTE RN
 - b. \$ 64,804 per FTE LPN
 - B. In compliance with 702 KAR 4:170, FCPS will provide a private, clean First Aid and Health Room, compliant with HIPAA and FERPA regulations. FCPS will provide adequate cleaning supplies; and janitorial services for each health office room including, a sink, computer, phone, medication refrigerator, when needed, and necessary first aid supplies.
 - C. The Board will allow LFCHD to bill Medicaid for students' school health nursing services.
 - D. LFCHD will collect student health information forms from parents. These forms will include parent contact information, history of allergies, health conditions requiring emergency treatment, and consent for treatment, billing Medicaid, and obtaining health records, such as immunization records from medical providers.

4. CONTRACT PERIOD

The contract shall be for a one-year period from **July 1, 2024, to June 30, 2025**. It may be extended if mutually agreed upon by both parties.

5. CONTRACT TERMINATION

Either party shall have the right to terminate this contract at any time upon a sixty (60) day written notice, mailed certified U.S. mail, return receipt requested, to the other party at the address set out herein.

- 6. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract. LFCHD certifies that it does not discriminate on the basis of sex in the programs or activities that it operates; further, it does not discriminate on the basis of disabling condition, in treatment, admission or access to, or employment

in, its programs or activities, as required by the Rehabilitation Act of 1973 (P.L. 93-112), as amended, Section 504, and the Americans with Disabilities Act of 1990; nor does it discriminate on the basis of race, color, national origin, religion, age, creed, political affiliation, or marital status, in the programs or activities it operates.

7. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.
8. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.
9. This contract is deemed to be made under and shall be governed in accordance with the laws of the Commonwealth of Kentucky.
10. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.
11. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.
12. **CONFIDENTIALITY, CONFIDENTIALITY AGREEMENTS AND LIMITATIONS ON INFORMATION AND DATA USE**

The Contractor agrees that it and any employee or agent acting in its behalf in providing services under this Agreement will abide by the state and federal rules and regulations governing access to and use of information and data provided by LFCHD or collected by the Contractor and will use such information or data only for those purposes expressly delineated, defined and authorized in this Agreement. In the performance of services under this Agreement, the Contractor agrees as follows:

- A. The Contractor shall cause all personnel who may have access to confidential information provided by the LFCHD to enter into LFCHD approved confidentiality agreements and shall maintain such confidentiality agreements on file. LFCHD reserves the right to direct the removal from contract administration, or the termination of access to LFCHD provided information, for any individual covered by this Agreement who has not signed a confidentiality agreement.
- B. Any subcontractor engaged by the Contractor to fulfill the requirements of this Agreement must provide written assurances that it and its agents and employees will abide by the terms of confidentiality as set forth in this Agreement, as well as any federal or state confidentiality agreements which may govern the terms and conditions in this Agreement.

- C. Any dissemination of information about projects funded and the scope of work described in the terms and conditions of this Agreement, must first be reviewed by the LFCHD project manager and must have the LFCHD's written approval before any representation, electronic or otherwise, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.
- D. The Contractor shall permit unrestricted access on demand to personnel of the LFCHD, the Office of the Attorney General, the Office of the Auditor of Public Accounts, and any representative of a government funding agency authorized to review records for audit or investigation purposes to its current policies and procedures for ensuring compliance with these confidentiality requirements, the confidentiality agreements with its personnel, and subcontractor confidentiality assurances. The contractor shall also permit unrestricted access on demand to the Fayette County Schools Office of General Counsel to ensure compliance with contract terms and state and federal law.

13. HIPAA CONFIDENTIALITY COMPLIANCE

The Contractor agrees to abide by the "HIPAA Privacy Rule," 45 CFR Parts 160 and 164, established under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191(42 USC 1320d) to protect the security, confidentiality and integrity of health information. LFCHD, a Covered Entity, and the Contractor, a Business Associate under the HIPAA Privacy Rule, create and receive "Protected Health Information" as defined under the HIPAA Privacy Rule, which would include such information in any form, whether paper record, oral communication, audio recording, electronic display or any other form. In the performance of services under this Agreement, the Contractor agrees to use and disclose Protected Health Information only in accordance with the HIPAA Privacy Rule as follows:

- A. To use or disclose Protected Health Information solely for meeting its obligations under this Agreement or as required by applicable law, rule or regulation, or by accrediting or credentialing organizations to whom the LFCHD or Contractor is required to disclose such information or as otherwise is permitted under this Agreement, or the HIPAA Privacy Rule;
- B. To implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement;
- C. To take reasonable steps to ensure that its employees' actions or omissions do not cause a breach in the terms of the HIPAA Privacy Rule;
- D. To make available Protected Health Information to the extent and in the manner required by Section 164.524, for purposes of accounting of disclosures in accordance with Section 164.528, and for amendment and incorporation of any amendments in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule;
- E. To ensure that its agents, including subcontractors, students, and volunteers, abide by the same restrictions and conditions concerning Protected Health

Information contained in this Agreement, and that any subcontract entered into contain this requirement;

- F. To report to the LFCHD any use or disclosure of Protected Health Information of which it becomes aware that is not in compliance with the terms of this Agreement; and
- G. To return or destroy and retain no copies of all Protected Health Information upon request of the LFCHD or upon termination of this Agreement, or if such return or destruction is not feasible, to extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make its return or destruction not feasible.
- H. Government agencies responsible for HIPAA Privacy Rule compliance and appropriately authorized shall have the right to audit the Contractor's records and practices related to use and disclosure of Protected Health Information to ensure LFCHD's compliance with the terms of the HIPAA Privacy Rule. In the event that either party to this Agreement believes in good faith that any provision of this Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party

14. DISCRIMINATION CLAUSE.

The LFCHD is an equal opportunity employer. Contractor hereby agrees not to discriminate in regard to race, color, creed, age, sex, national origin or disability and shall comply with all applicable laws and regulations governing the services to be provided under the contract, including, but not limited to, Title VI of the Civil Rights Act of 1966 to include the Federal Executive Order No. 13166 which requires that recipients of federal funds, its contractors, agents or subcontractors, shall provide language assistance designed to ensure meaningful access to services and that all person(s) can communicate effectively when services for persons with Limited English Proficiency (LEP) are provided. In addition, the Contractor agrees to comply with all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR, Part 80) of that Title.

15. LICENSES AND CERTIFICATIONS.

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor (includes all medical professionals).

16. ELIGIBILITY.

The Contractor certifies that the Contractor, its agents, and sub-contractors are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in federally assisted contracts under Executive Order 12549, "Debarment and Suspension." (24 CFR 24.505)

17. CONFLICT OF INTEREST

- A. The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to a conflict of interest and that no Health Department employee will directly or indirectly receive any benefits from the contract.
- B. The Contractor agrees that if an actual or potential conflict of interest is discovered after the award of this contract, the Contractor shall make a full disclosure in writing within five (5) business days of discovery. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, to avoid, mitigate, or neutralize the actual or potential conflict of interest.
- C. Failure to provide such information is a violation of the Kentucky Revised Statutes.

18. COMPLIANCE PROGRAM

- A. The Contractor has been made aware that the LFCHD operates in accordance with a compliance program and has on staff, a Compliance/Privacy Officer as the contact person regarding questions, complaints or reports of non-compliance with any terms or conditions of this contract or any ethical, professional or legal standard or law which impacts both parties. It is understood that should the Contractor be found to have violated the compliance policies, the LFCHD can terminate this Contract upon written notice.
- B. The Contractor has been informed that a copy of the LFCHD's Compliance Program can be viewed online at <http://www.lexingtonhealthdepartment.org> and has been advised to review the policies of the Compliance Program.

19. INDEMNITY CLAUSE

LFCHD hereby agrees to indemnify, defend, and hold harmless the Board and its agents, employees, successors and assigns from and against any and all actions, claims, suits, demands, damages, judgments, losses, and any other costs, liabilities and expenses, including reasonable attorney's fees and collection costs, arising from any act, error or omission of the LFCHD employees and staff and the provision of or failure to provide any of the services within the scope of the duties of the LFCHD as outlined in this Agreement, including but not limited to, advisory, supervisory, nursing and administrative services. "To the extent permitted by law."

20. ELECTRONIC STORAGE/SIGNATURE

The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means a manually-signed original signature that is sent via the internet as a "pdf" (portable document format) attached to an e-mail message.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

ATTEST:

BOARD OF EDUCATION OF FAYETTE COUNTY KENTUCKY:

Dr. Demetrus Liggins
Superintendent

Date

Mr. Tyler Murphy
Board Chair

Date

LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT:

Mr. Jack Cornett
Interim Chief Administrative Officer

Date

Ms. Cara Kay
Chief Financial Officer

Date

Ms. Jill Key, MS,ED,BSN,RN
Clinical Services Officer

Date