

AGREEMENT RELATING TO HEALTH SERVICES

This AGREEMENT, effective upon the date of the last signature herein below, by and between the BOARD OF EDUCATION OF MENIFEE COUNTY, KENTUCKY, a body politic and corporate ("BOARD"), and the GATEWAY DISTRICT HEALTH DEPARTMENT, Owingsville, Kentucky ("GATEWAY"), or collectively "the parties";

WHEREAS, the BOARD has a general legal obligation to provide students enrolled in the Menifee County Schools ("School District") certain health services;

WHEREAS, the BOARD has employed one (1) or more qualified and appropriately licensed nurses;

WHEREAS, the BOARD desires by this AGREEMENT to set out the method and manner in which GATEWAY will provide preventive care to students of the School District under a health program;

WHEREAS, GATEWAY by this AGREEMENT will provide a health program in the School District through which BOARD nurses will provide preventive care to School District enrolled students and then bill on behalf of the BOARD all potential third-party payors, including Medicaid, for health services provided under the GATEWAY health program; and,

WHEREAS, the parties find it necessary and appropriate to reduce their agreement, understanding, obligations, and respective benefits serving as satisfactory consideration to writing;

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NOW, THEREFORE, for and in consideration of the mutual promises, benefits, and covenants hereinafter contained, the BOARD and GATEWAY do agree as follows:

1. The BOARD shall:
  - a. Employ one (1) or more qualified and duly licensed nurses and who hold a certificate for the position of school nurse as required by 16 KAR 2:060.
  - b. Facilitate the opportunity for GATEWAY to provide an assessment of the qualifications of nurse applicants prior to becoming employed by the BOARD.
  - c. School District health nurses will provide:
    - i) administration of immunizations as necessary
    - ii) perform well-child physical exams
    - iii) perform dental screenings and application of sealants as necessary
    - iv) other services as deemed necessary by the School District.
  - d. School District health nurses may:
    - i) collect and monitor the health records of students for compliance as to immunizations, dental screening/exam for initial entry, and/or vision exam for initial entry, physical exam form.
  - e. Coordinate with the assistance of school administrators, teachers, or classified employees the availability of students for receipt of health services.
  - f. Provide in each school in the School District where health services will be offered at least one (1) room with a door that locks with access to a sink, hot and cold running water and a restroom with hygiene necessary supplies.
  - g. Provide adjoining space for students awaiting health services.
  - h. Provide seating in waiting area, telephone access, internet access, and access to a copier/paper for nurses employed to provide services under this AGREEMENT.
  - i. Not move the site for nurses providing services without written notification to GATEWAY.
  - j. Require nurses contracted to provide services under this AGREEMENT to participate at the School District's expense in all GATEWAY required training or continuing education.

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- k. School nurses will submit to GATEWAY required information in a manner satisfactory to GATEWAY as to health services provided to students of the School District that are billable to Medicaid to facilitate submission for reimbursement.
- l. School nurses will comply in providing health services for students with the Core Clinical Service Guide (CCSG) clinical protocols and guidelines which represent levels of care considered appropriate and are intended to be used without modification, unless a higher level of care is desired and required by the BOARD.

2. GATEWAY shall:

- a. Provide personnel to offer continuing education and training to School District nurses including data entry/coding of information to facilitate GATEWAY in submitting for Medicaid reimbursement health services provided to students enrolled in the School District.
- b. Authorize the BOARD to bill through GATEWAY' s organization for nursing services provided to students enrolled in the Menifee County Schools by school nurses that are Medicaid reimbursable it being agreed and understood that the school nurses shall be deemed to be direct agents of GATEWAY as to the performance of Medicaid reimbursable health services; GATEWAY' s organization includes, but is not limited to, physicians and individuals to provide oversight of the Medicaid billing process from the beginning through required re-submittals, continuing education and training for updates on coding and billing changes in the Medicaid program.
- c. Make quarterly payments to the BOARD within thirty (30) days of the end of each quarter of a year for nursing services to students enrolled in the School District that have been reimbursed by Medicaid with the quarterly payment being calculated by the Medicaid amount received by GATEWAY during the applicable quarter, net of State managed care requirements (30%), and the agreed upon costs reasonably incurred by GATEWAY, consistent with the fee schedule attached hereto as Attachment A, in the process of Medicaid billing for the health services provided by School District nurses to enrolled students of the School District. Additionally, as consideration for this AGREEMENT, GATEWAY will receive from the BOARD Two Thousand Dollars (\$2,000) per

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school nursing site, per school year, and which sums will be deducted from the quarterly payment referenced in this paragraph.

3. Term, Termination, Renewal of Agreement, Miscellaneous

- a. This AGREEMENT will commence on July 1, 2024 and automatically end June 30, 2025, absent affirmative action taken consistent with the AGREEMENT by both parties not later than May 1, 2025, to renew the AGREEMENT with any modifications, including term, mutually agreed upon. The parties agree neither has a right or expectation of continuation or renewal for any subsequent term or period.
- b. The parties agree this AGREEMENT is terminable at any time by either party, with or without cause, upon written notice to the other at least thirty (30) calendar days prior to the effective date of such termination.
- c. Neither party shall have the right to assign any rights or duties under this AGREEMENT or any interests herein without the prior written consent of both parties.
- d. This AGREEMENT is not intended to benefit any third party, and shall not be interpreted to create rights for any third party.
- e. Neither of the parties hereto waive by entering into this AGREEMENT any right that may exist to use any immunity or other defense to any claim which may be asserted against any party hereto.
- f. The parties recognize that student records/personally identifiable information (PII) are confidential under either or each of the Federal Family Educational Rights and Privacy Act of 1974 (FERPA), or the Kentucky Family Education Rights and Privacy Act (Ky. FERPA), or the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties 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/doctrp-a-hipaa-guidance.pdf>, attached hereto and incorporated by reference to this AGREEMENT as if fully stated herein. Any provision of

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this AGREEMENT which conflicts with the Joint Guidance or any provision of Federal or State FERPA or HIPAA will be deemed null and of no legal effect.

- g. Student health records which are "education records under Federal or State FERPA are confidential and will be maintained and under the control of the BOARD. Student records which are governed by HIPAA are confidential and will be maintained and under the control of GATEWAY. Some student records are subject to be maintained by both parties.
- h. The parties to this AGREEMENT agree not to discriminate against anyone in relation to the subject of this AGREEMENT on the basis of race, color, national origin, sex, religion, genetic information or disability.
- i. 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.
- j. This AGREEMENT constitutes the full and entire understanding among the parties with regard to the subject matter of this AGREEMENT and there are no other verbal or written representations or agreements. This AGREEMENT may be amended or a provision waived only by a written document signed by both parties.
- k. This AGREEMENT shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
- l. If, during the term of this AGREEMENT, it is found that a specific provision or language used is illegal under Federal or State law, the remainder of this AGREEMENT not affected by such ruling or determination shall remain in force.
- m. Any notes to be given hereunder by either party to the other shall be in writing and may be delivered either personally, or by mail (registered or certified postage prepaid with return receipt requested to either the Superintendent of the Menifee County Schools or the Executive Director of GATEWAY.

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Each person signing this AGREEMENT represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this AGREEMENT for their respective party.

BOARD OF EDUCATION OF MENIFEE COUNTY

ATTEST:

\_\_\_\_\_  
Board Secretary

BY: \_\_\_\_\_  
NAME PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
DATE AGREEMENT APPROVED  
BY BOARD: \_\_\_\_\_

GATEWAY DISTRICT HEALTH DEPARTMENT

BY:   
NAME PRINTED: Greg Brewer  
TITLE: Public Health Director  
DATE: 6/17/21