

Contract Agreement for Nursing Services

This Agreement is made and entered into on (Aug. 1, 2025) by and between **HealthFirst Bluegrass**, with its principal office located at 453 Southland Drive, Lexington, KY 40503, and **Fayette County Public Schools**, with its principal office located at 450 Park Place, Lexington, KY, 40511, collectively referred to as "the Parties."

1. Purpose of Agreement

HealthFirst Bluegrass agrees to provide nursing services to students enrolled in Henry Clay High School, a part of Fayette County Public Schools, during the 2025-2026 school year. These services will be provided by licensed nursing personnel to ensure the health and safety of the students, support the school district's health policies, and comply with all relevant state and federal regulations.

2. Scope of Services

HealthFirst Bluegrass will provide the following nursing services to Fayette County Public Schools, in full compliance with the scope of nursing duties allowed by laws, administrative regulations, and guidance promulgated by the Kentucky Board of Nursing as applicable to each nurse performing services under this Agreement:

- **Health Assessments:** Conduct health screenings for students as required by 702 KAR 1:160.
- **Daily Health Monitoring:** Provide on-site nursing services, including but not limited to the care of minor injuries, illness monitoring, and administration of medications. Offer medical provider telehealth visits with use of Tytocare equipment.
- **Health Education:** Offer programs or resources related to disease prevention, hygiene, nutrition, and mental health awareness for students and staff, as directed by state regulations and district curriculum.
- **Emergency Response:** Be available for emergency medical responses as necessary during school hours.
- **Chronic Health Management:** Support students with chronic health conditions (e.g., asthma, diabetes, epilepsy) by providing appropriate care, monitoring, and coordination with parents and healthcare providers. Delegate certain tasks to Unlicensed School Personnel in accordance with state regulations and applicable opinion(s) of the Kentucky Board of Nursing.
- **Record Keeping and Reporting:** Maintain health records for students in compliance with applicable privacy laws (e.g., HIPAA, FERPA).
- **Collaboration with School Administration:** Work closely with school administrators, counselors, and staff to address health-related needs and issues.

3. Duration of Agreement

This agreement is effective from **July 1, 2025** through **June 30, 2026**, covering the entirety of the 2025-2026 school year. This contract may be extended or renewed by mutual written consent of the Parties.

4. Nursing Personnel

HealthFirst Bluegrass will provide qualified, licensed nurses to perform the duties outlined in this agreement. The nurse assigned to Henry Clay High School will:

- Hold valid a nursing license issued by the Commonwealth of Kentucky.
- Have no history of adverse action against his or her nursing license, nor have been excluded from participation in any government healthcare program.
- Have experience in pediatric or school nursing.
- Meet all required background checks and screenings as stipulated by Fayette County Public Schools.

5. Compensation

Fayette County Public Schools agrees to compensate HealthFirst Bluegrass what both parties consider the fair market value for the nursing services provided during the term of this agreement. The payment schedule and rates are as follows:

- **Hourly Rate:** \$49.50 per hour for nursing services provided, inclusive of wages, benefits, overhead and margin.
- **Schedule:** Nurse will work 7 hours per day, 195 days per school year
- **Payment Terms:** Payments will be made monthly based on the number of hours worked and submitted invoices. Invoices should be submitted no later than the 15th of each month.
- **Supply Fee:** \$5,000 for equipment and supplies which will be divided and included on monthly invoice. Equipment will include a Tytocare device to facilitate telehealth visits with HFBG medical providers, in addition to point of care tests for things such as Influenza A/B, COVID, and Strep Throat.
- Any changes to rates or payment schedules must be agreed upon in writing by both Parties.

6. Responsibilities of Fayette County Public Schools

Fayette County Public Schools agrees to:

- Identify the students to whom nursing services will be provided under this Agreement.
- Provide HealthFirst Bluegrass with the necessary access to school facilities, students, and health-related information (with consent) for the provision of nursing services.

- Ensure that all school health policies are aligned with the scope of services outlined in this agreement.
- Notify HealthFirst Bluegrass of any special health needs or emergencies in a timely manner.
- Cooperate with HealthFirst Bluegrass in ensuring that appropriate documentation and records are maintained.

7. Confidentiality and Privacy

Both Parties agree to adhere to all applicable confidentiality and privacy laws, including but not limited to HIPAA and FERPA, when handling any health-related information about students. HealthFirst Bluegrass shall ensure that all nursing personnel are trained and compliant with these requirements.

8. Indemnification and Liability

Each Party agrees to indemnify and hold harmless the other Party, its officers, employees, and agents from any claims, damages, or liabilities arising from the negligence or misconduct of the indemnifying Party in the performance of its obligations under this Agreement.

9. Termination

Either Party may terminate this Agreement with 30 days' written notice for any or no cause. If a Party materially breaches the terms of this Agreement or fails to fulfill its obligations, the non-breaching Party may provide the breaching Party a fifteen (15) day opportunity to cure, or terminate the Agreement immediately; however, if the breach or failure may result in harm to a student or patient, the non-breaching Party shall terminate the Agreement immediately. In the event of termination, HealthFirst Bluegrass will provide a final invoice for services rendered through the termination date.

10. Dispute Resolution

In the event of a dispute arising from this Agreement, the Parties will attempt to resolve the issue through informal negotiations. If these negotiations do not result in a resolution, the Parties agree to resolve the dispute through mediation before pursuing any legal action.

11. CORPORATE COMPLIANCE

Fayette County Public Schools affirms that it is not excluded from participation, and is not otherwise ineligible to participate in a "Federal health care program" as defined in 42 U.S.C. section 1320a-7b(f) or in any other state or federal government payment program. In the event that Fayette County Public Schools is excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this agreement, Fayette County Public Schools shall notify HealthFirst Bluegrass in writing, by certified mail, within 48 hours after said event, and upon the occurrence of any such event, whether or not appropriate notice is given, HealthFirst Bluegrass shall immediately terminate this Agreement upon written notice.

Nothing in this Agreement contemplates or requires that any party act in violation of federal or state law, including the federal Anti-Kickback Statute, Stark Law, or the Health Insurance Portability and Accountability Act ("HIPAA"). The parties shall execute a Business Associate Agreement

contemporaneously with the execution of this Agreement. Nonetheless, should any term or condition set forth in this Agreement later be creditably alleged, suspected or determined to be illegal, the parties agree to immediately cease the questioned activity and negotiate modification to the affected portion of the Agreement for a thirty (30) day period. If at the end of this period, no compromise can be reached, the Agreement shall terminate.

11. Miscellaneous

- **Amendment:** This Agreement may be amended only by mutual written consent of both Parties.
- **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral, related to the subject matter herein.
- **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 in the form of a facsimile or sent via the Internet as a "pdf" (portable document format) attached to an e-mail message.
- **Governing Law and Venue:** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. All duties and obligations created hereunder are deemed performable in Kentucky, and Fayette County shall be the sole and exclusive venue for any proceeding which arises out of this Agreement.
- **ASSIGNMENT:** HealthFirst Bluegrass shall not assign any rights or delegate any duties under this Agreement without the prior written consent of Fayette County Public Schools. Any such assignment or delegation without Fayette County Public Schools' written consent shall be void.
- **WAIVER:** If either party waives a breach of any provision of this Agreement by the other party, such waiver shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement, nor impair either party's rights with respect to any other breach of this Agreement.
- **MODIFICATION:** Any matter of agreement herein contained may be altered from time to time

by the written consent of both parties hereto without in any way affecting the remainder of this Agreement. Any such modification shall be affixed hereto and shall become a part hereof.

- **SEVERABILITY:** Except as otherwise provided in this Agreement, if for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity and enforceability of the remainder of the Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall be then enforceable and enforced.

12. Signatures

HealthFirst Bluegrass

By: _____

Name: _____

Title: _____

Date: _____

Fayette County Public Schools

By: _____

Name: _____

Title: _____

Date: _____

dlb
6/23/25
WKT
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