

THIS CONTRACT, between

(First Party)

Todd County Board of Education

205 Airport Rd.

Elkton, KY 42220

and

**Todd County
Health Department**

(Health Department)

617 West Main Street

Elkton, KY 42220

is effective July 1, 2025, and ends June 30, 2026.

WITNESSETH THAT:

The purpose of this contract is to establish:

- School Satellite Clinic Sites through a mutual agreement with the Board of Education at Todd County Middle School, North Todd Elementary, South Todd Elementary, and Todd County Central High School.
- District Health Coordinator responsibilities outlined in the provided position description through a mutual agreement with the Board of Education.
- Athletic Training Coverage for district student athletes through a mutual agreement with the Board of Education.

All contracted staff will function within their scope of practice as mandated by their licensing agency. Protocols will be followed as written in the Kentucky Clinical Service Guide (CSG) approved by the Medical Director at the Todd County Health Department. The Todd County Health Department (herein referred to as TCHD or the Health Department) and Todd County Board of Education (herein referred to as the District) mutually agree to share pertinent information, upon request, regarding the medical care of students while adhering to the FERPA/HIPPA Guidelines.

1. The Health Department agrees to provide the following:

Equipment: Equipment inventory, repair, and maintenance will be the responsibility of the equipment owner.

Athletic Training Services: The Health Department will provide a Licensed Athletic Trainer for care of District student athletes. The Athletic Trainer will function within the scope of practice as mandated by the National Athletic Training Association and the Kentucky Medical Association. Scope of practice will be followed as outlined in 201 KAR 9:305 and 9:307, as well as KRS Chapter 311.900-928 and approved by the Medical Director at the Health Department. The Todd

County Health Department and Todd County Board of Education mutually agree to share pertinent information, upon request, regarding the medical care of students while adhering to the FERPA/HIPPA Guidelines.

- A. The Athletic Trainer will be a contractor of the Todd County Health Department.
- B. The Athletic Trainer will be supervised by the Nurse Administrator at the Todd County Health Department.
- C. Supplies (not including equipment) for the Athletic Trainer will be purchased by the Health Department. Funds for these costs are included in the contract amount for Athletic Training Responsibilities.

Mental Health Case Management: No funds will exchange hands for this program. Both parties agree to operate cooperatively under a Memorandum of Understanding that includes a policy agreed upon by both parties. This program will target school aged youth, however, will also extend services to family under the case management umbrella. Case managers will work directly with youth and their families, while partnering with numerous community agencies to coordinate wrap-around services.

District Health Coordinator Responsibilities: The Health Department will provide a Registered Nurse (RN) to oversee District Health Coordinator responsibilities as described in the position description provided by the Board of Education, attached. The Health Department will be responsible for the supervision of District Health Coordinator responsibilities. Communication between the Board of Education and the Todd County Health Department should occur through the Director, Brooke Calvary, for the purposes of District Health Coordinator Responsibilities.

School Satellite Clinic Sites: The Health Department will provide an RN in 4 school satellite clinic sites including North Todd Elementary, South Todd Elementary, Todd County Middle School, and Todd County Central High School. To assist the District Health Coordinator and the APRN with data entry and monitoring of required immunizations and physicals, a School Nurse Clerk will be located at North Todd Elementary. All services available at the Local Health Department can be made available at the satellite clinic. Each clinic's routine medications, vaccinations and supplies will be stocked and maintained by the Health Department except for those listed below under Universal Medications.

- A. School Health Services Consent Forms are provided by TCHD to be included in the school enrollment packet for the upcoming school year. Consent forms are the property of TCHD and shall be given to the District Health Coordinator upon receipt by the school. No student will be seen in the nurse's office without a complete consent for services that is signed by the student's parent or guardian. The District Health Coordinator will ensure forms are processed and be responsible for obtaining delinquent forms from the student's parent or guardian. The District Health Coordinator will be responsible for the entry of medical information in Infinite Campus.
- B. The Health Department agrees to provide up to 185 days (minus staff leave) of RN staff time for each site per terms of this contract. If the contracted school nurses cannot maintain an adequate level of quality patient care at any point during the school year, the Health Department reserves the right to place additional staff at the school to assist assigned staff with temporary periods of high patient volume or extreme abnormal patient acuity levels. The School Satellite Clinic Site shall not exceed a nurse-student ratio of one nurse per 750 students.

Student services include: individual acute and chronic illness screenings, required acute and chronic treatments as prescribed by the primary care provider, individual vision and hearing screenings, administration of medications to individual students, well child exams, immunizations, referral and follow-up, mass vision screenings, hearing screenings, school physicals, dental screenings and fluoride varnish. The clinic will also provide pregnancy testing and evaluate, treat, and refer for STDs which do not require parental consent under KRS 214.185. School staff training for medication administration and management of children with special health needs such as diabetes, glucagon and epi pens will also be provided.

- C. Blood glucose monitoring: If a student with diabetes uses a CGM for their blood glucose monitoring, the school nurse will use the CGM in accordance with the student's provider's orders. The school nurse will respond to CGM alarms as needed. Remote monitoring will only be performed on a District-provided device during the agreed upon clinic hours.
- D. The school nurse may be absent without coverage if a replacement RN is not available. Every effort will be made to ensure an RN is in the clinic during school hours.
- E. The nurse is required by state law to take a 30-minute lunch break each day. Students will not be seen during the nurse's lunch break except for emergencies.
- F. The Health Department agrees to provide malpractice insurance coverage for all providers of contracted services. The first party agrees to provide insurance coverage for the school employees, school facilities, and property.
- G. The student records are confidential and are the property of the Health Department. The students' health information will only be disclosed by the Health Department as permitted by the Privacy Regulations contained within the Health Insurance Portability & Accountability Act of 1996.
- H. The Health Department will bill Medicaid for applicable services. Services covered under a student's IEP and billable to Medicaid by the Board of Education will not be billed by the Health Department. In accordance with Kentucky Administrative Regulation 902 KAR 8:170 Section 3, no charges or co-payments will be billed to the students for services covered under this contract.
- I. Field Trips:
 - a. Notification of field trips MUST be communicated to the District Health Coordinator 30 days prior to the scheduled trip or after approval by the Board of Education. If appropriate notice is not given, a nurse may be unavailable, as the school clinic is the priority.
 - b. If possible, field trips to the same location (i.e. Holiday World, Santa Claus, Indiana) should be scheduled for the same day, allowing for 1 nurse to provide coverage.
 - c. Out-of-State: The Health Department may provide a nurse for out-of-state field trips at the request of the school at the rate of \$40.00 per hour. The Health Department is unable to staff more than one out-of-state field trip per day due to clinic needs.

- d. In-State: A trained school staff member (Unlicensed Assistive Personnel see J) will attend. The school nurse shall advise education staff on precautions and planning for students with health issues attending the trip. Required nurse attendance on in-state field trips will follow Federal and State guidance and be provided at the rate of \$40.00 per hour.
 - e. School nurse staff will not attend overnight or weekend field trips. It is our recommendation that the District have a policy regarding these field trips.
- J. The District Health Coordinator will be responsible for providing District Staff with information to access the Kentucky Department of Education Medication Administration Training. The District will be responsible for staff completion of the training. School nurses will oversee the check-off of Unlicensed Assistive Personnel (UAP) appointed by school administration according to the guidelines developed collaboratively between the Kentucky Department of Education, the Kentucky Department for Public Health, and in consultation with the Kentucky Board of Nursing to ensure compliance with 201 KAR 20:400, KRS 156.502, and 704 KAR 1:160. The Health Department will be responsible for transferring medication to trained unlicensed personnel in the event the school nurse will be absent (i.e. absent from the building with no coverage or field trips). The following steps will be followed:
- i. The Permission for prescribed medications that has been completed by the patient's physician will be copied and provided with the medication.
 - ii. The nurse and the UAP perform a medication count together. The medication count is recorded on the Health Department medication receipt log and documented in the nurse's notes in the patient's chart.
 - iii. Upon the nurse's return, the UAP and nurse will perform a medication count and record the count on the health department medication receipt log and documented in the nurse's notes in the patient's chart.
- a. First Party will provide liability insurance for their employee to cover services provided by the UAP (school board employees).
 - b. The Health Department will provide liability insurance to cover their employees.
 - c. Training will be provided for UAP designated by the school district administration **prior to the beginning of the first day of school for students.** The Todd County Health Department will not be responsible in the event there is no trained unlicensed personnel in the building. Arrangements will need to be made by the school for coverage.
 - d. The Health Department will not be responsible for the delegation of carbohydrate counting or of insulin in any form, including pen, pump, or syringe.
 - e. Second party will maintain policies and records for routine and emergency medication administration.
- K. The Health Department will be responsible for direct supervision of nursing staff assigned to any school satellite clinic site. Concerns about school nurses need to be communicated to the District Health Coordinator.
- L. If abuse of a student is suspected and the Department for Community Based Services (DCBS) is contacted by the school nurse, the nurse will contact the School Nurse Supervisor. The School Nurse Supervisor or the Health Department Director will notify Board of Education

Administration (Jessica Addison or Kenneth Anderson). Board of Education Administration will contact appropriate school administration.

M. District Staff Services:

- a. Tuberculosis (TB): TCHD will provide TB skin testing/risk assessments for new hires throughout the contracted year. The Health Department agrees to bill the employee's insurance company if possible otherwise the District agrees to pay \$30 per test, which will include the reading or \$15 for a TB Risk Assessment. Results from the TB skin test will be submitted to Kenneth Anderson or Kim Hall.
- b. Drug Testing:
 - i. Suspicion, new employment or random: A drug test will be administered according to the protocols of the testing company following the District policy. Results will be sent to the District Designated Employer Representative (DER). If suspicious results occur, the sample will be sent to the lab for confirmatory testing. The District agrees to pay the TCHD \$30 per screening, with additional charges assessed if a sample must be sent for confirmatory testing.
 - ii. DOT: The Health Department will serve as a collection point for DOT mandated drug testing. Samples will be sent to a laboratory for testing. Results will be sent to the DER. The District agrees to pay \$50 for the collection process plus the referral laboratory charges in entirety.
- c. Physical Exam: TCHD will provide pre-employment physical exams for new hires throughout the contracted year. The Health Department agrees to bill the employee's insurance company, if possible, otherwise the District agrees to pay \$10 per exam.
- d. Breath Analyzer: TCHD will provide Breath Analyzer alcohol testing as requested. The District agrees to pay \$20 per test.

N. Court Ordered Student Testing: Drug testing will be provided upon receipt of a court order, by the Board of Education, to the District Health Coordinator. The District Health Coordinator will be responsible for contacting the parent to make them aware of the test. The District agrees to pay the TCHD \$30 per screening, with additional charges if a sample must be sent for confirmatory testing.

2. The Todd County Board of Education agrees to the following:

- A. To provide a space with privacy and sufficient quietness to be conducive to an effective clinic environment that meets security standards to ensure safe keeping of all Health Department owned assets as well as all protected health information as identified by HIPAA laws and regulations.
 - Room with a door that locks, a sink with hot & cold running water, paper towels, and hand soap. Clinic sites should be easily accessible to restroom facilities.

- B. To provide the following equipment per site:
- Exam Table
 - Desk and Chair
 - Telephone plus monthly phone charges
 - Access to printer/copier with the ability to scan to file and paper for printer/copier
 - AED
 - Chairs for waiting area
 - Access to and maintenance of a computer. Necessary technology upgrades must be performed to ensure all systems are up-to-date and secure
 - Internet and email access
 - Access to a device capable of supporting Continuous Glucose Monitoring apps
 - Access to Infinite Campus
 - Access to Microsoft Office
 - Athletic Training room
- C. To provide the following Universal Medications:
- Epinephrine injectors (adult and junior)
 - Automated External Defibrillators and replacement pads
 - LifeVac Systems and replacement masks
 - Albuterol Inhalers
- D. To provide sufficient insurance coverage for equipment owned by the Health Department and housed at each clinic site.
- E. To provide cooperation from principals and teachers to make students available for services.
- F. To provide notification 1 month prior to a school field trip. This allows the school nurse to contact a substitute to cover the school clinic and make provisions for medication delegation.
- G. To provide a thirty-day written notification from the First Party to the Health Department if the location of a school clinic is to be moved.
- H. The First Party will ensure that consent forms completed by parents for school clinic services are submitted to the school nurse in a timely manner.
- I. Translation/Interpretation services: Upon request, the District will provide translation/interpretation services from ELL and/or Migrant Education staff as appropriate. In addition, the District will provide an electronic translation device per clinic site.
- J. Standard health records are required of the Kentucky Department of Education by 704 KAR 1:160 and include a physical, shot record, vision, and hearing screening. These documents shall be given to the District Health Coordinator and a copy shall be housed in each student's health cumulative file, which is the property of the district. Original documents will be placed in the student's medical chart in each nurse's office, which is the property of TCHD. A non-compliance list will be developed by the District Health Coordinator that will include mandatory forms that

have not been received, and the list will be given to the District to process according to district policy. This District Health Coordinator will be responsible for entering student health conditions listed on these forms in Infinite Campus.

- K. IEP/504 Services: The first party shall make the second party aware of any role they may have in the care of a student with an IEP or a Section 504 plan.
- L. Provide staff, via the district bus garage, to perform scheduled maintenance on the Mobile Public Health Unit and as needed. Maintenance may include oil change, fluid assessments, tire rotation, in addition to other basic maintenance. Costs for basic maintenance will be invoiced to the health department and paid upon appropriate receipt. If further repairs are required for the unit, garage staff will assist in scheduling the unit with service providers and the cost will be arranged between the service provider and the health department.
3. The hours of operation for the school satellite clinic site will be determined through mutual agreement by all parties, with priority placed on being present until buses leave the school. All school nurses are required to take a 30-minute lunch break. Clinic hours may be subject to change. The School Satellite Clinic Site may be used outside of school hours for emergency health services for the community at a time mutually agreeable to all parties.
 4. For the services described in the contract, the Health Department will mail invoices in September and January. Payment is due from the school upon receipt of appropriate billing.
 5. This agreement may be renewed for another 12 months beginning July 1, 2025, if agreed to by both parties. Agreement may be terminated following 15 days written notification by either party and prorated payment shall be rendered.
 6. Each party to this contract agrees to indemnify, defend, and hold harmless the other and their respective directors, officers, and employees, from any and all liabilities, damages, losses, expenses, demands, claims, suits or judgments, including reasonable attorney fees, and expense in any way related to the other's acts hereunder giving rise to a cause of action against the other party. Each party's obligation to so indemnify, defend, and hold harmless the other, shall survive the expiration or earlier termination of this contract.
 7. When the school district is not in session, the Todd County Health Department will not be responsible for dispensing patient medication or retrieving medications from the schools.
 8. Emergency situations involving patients who do not have a signed Todd County Health Department treatment consent will be medically assessed and decisions regarding care will be made in collaboration with school administration.

COMPENSATION:

The First Party agrees to contract with the Health Department in the following manner:

1. At the rate of \$30,000 per school clinic site at 4 schools = \$120,000
2. At the rate of \$20,000 per year for completing District Health Coordinator Responsibilities = \$20,000
3. At the rate of approximately \$8,000 for completing pre-employment screening, to be invoiced based on actual services completed = \$8,000
4. At the rate of \$63,307.00 per year for Athletic Training Responsibilities.

Total Contract Amount: \$211,307.00.

Invoices will be sent twice a year.

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) 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).
- 2) 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.
- 3) For the services described in this contract, the First Party agrees to pay the Health Department in the following manner, in September and January, payable upon receipt of appropriate billing.
- 4) The total payments made under the terms of this contract shall not exceed \$ 230,000.00 including field trips.
- 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:

(SIGNATURE OF AUTHORIZED AGENT)
Jessica Addison, Superintendent
Todd County Schools

Date Signed

HEALTH DEPARTMENT:

(SIGNATURE OF AUTHORIZED AGENT)
Brooke Calvery, Public Health Director
Todd County Health Department

Date Signed

Open POD (Points of Dispensing) Memorandum of Agreement (MOA)

- A. The Todd County Health Department will utilize the gymnasium, surrounding areas, and parking lot of Todd County Central High School as an Open Point of Dispensing (POD) site during public health emergencies. This facility will be used to provide prophylactic measures and/or antibiotics to the community as necessary. Additionally, designated volunteers and community partners will be granted access to support the operation during these events.
- B. The confidentiality of patients and patient information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPPA), as applicable, and any applicable State law.
- C. This Memorandum can be extended by two-year intervals with written agreement of both parties.
- D. This Memorandum can be amended by written mutual agreement of both parties at any time and may be terminated by either party upon a 60-day notice in writing to the other party.
- E. This Memorandum will not supersede any laws, rules, or policies of either party.
- F. The activities in the signed Memorandum will go into effect only at the request and direction of the Todd County Health Department as an OPEN POD during a public health emergency. Prophylactic medications may be made available to members of facility and their households under the same terms as they are made available to the general public and the facility members of their households would not receive any preference or priority in dispensing to the general public.

SIGNATURES

My signature indicates agreement with the above stated agreements and conditions:

Brooke Calvery, Public Health Director
Todd County Health Department

Date

Jessica Addison, Open POD Facility Representative
Todd County Board of Education Superintendent

Date

Open POD (Points of Dispensing) Memorandum of Agreement (MOA)

- A. The Todd County Health Department will utilize the gymnasium, surrounding areas, and parking lot of North Todd Elementary School as an Open Point of Dispensing (POD) site during public health emergencies. This facility will be used to provide prophylactic measures and/or antibiotics to the community as necessary. Additionally, designated volunteers and community partners will be granted access to support the operation during these events.
- B. The confidentiality of patients and patient information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPPA), as applicable, and any applicable State law.
- C. This Memorandum can be extended by two-year intervals with written agreement of both parties.
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Brooke Calvery, Public Health Director
Todd County Health Department

Date

Jessica Addison, Open POD Facility Representative
Todd County Board of Education Superintendent

Date

Open POD (Points of Dispensing) Memorandum of Agreement (MOA)

- A. The Todd County Health Department will utilize the gymnasium, surrounding areas, and parking lot of South Todd Elementary School as an Open Point of Dispensing (POD) site during public health emergencies. This facility will be used to provide prophylactic measures and/or antibiotics to the community as necessary. Additionally, designated volunteers and community partners will be granted access to support the operation during these events.
- B. The confidentiality of patients and patient information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPPA), as applicable, and any applicable State law.
- C. This Memorandum can be extended by two-year intervals with written agreement of both parties.
- D. This Memorandum can be amended by written mutual agreement of both parties at any time and may be terminated by either party upon a 60-day notice in writing to the other party.
- E. This Memorandum will not supersede any laws, rules, or policies of either party.
- F. The activities in the signed Memorandum will go into effect only at the request and direction of the Todd County Health Department as an OPEN POD during a public health emergency. Prophylactic medications may be made available to members of facility and their households under the same terms as they are made available to the general public and the facility members of their households would not receive any preference or priority in dispensing to the general public.

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Brooke Calvery, Public Health Director
Todd County Health Department

Date

Jessica Addison, Open POD Facility Representative
Todd County Board of Education Superintendent

Date

Open POD (Points of Dispensing) Memorandum of Agreement (MOA)

- A. The Todd County Health Department will utilize the gymnasium, surrounding areas, and parking lot of Todd County Middle School as an Open Point of Dispensing (POD) site during public health emergencies. This facility will be used to provide prophylactic measures and/or antibiotics to the community as necessary. Additionally, designated volunteers and community partners will be granted access to support the operation during these events.
- B. The confidentiality of patients and patient information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPPA), as applicable, and any applicable State law.
- C. This Memorandum can be extended by two-year intervals with written agreement of both parties.
- D. This Memorandum can be amended by written mutual agreement of both parties at any time and may be terminated by either party upon a 60-day notice in writing to the other party.
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Todd County Health Department

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Date