

Every Child Every Day



SUPERINTENDENT
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MEMBER DISTRICT 5
STEVE SLONE

Consent Agenda Item (Action Item): Approve MOA renewal for services with Appalachian Regional Health Care to include provision of Registered Nurses at MVE, PES, AES, BLES.

Applicable State or Regulations:

KRS 160.290

Fiscal/Budgetary Impact: Student and staff insurance will be billed where applicable by Appalachian Regional Health Care. The Floyd County School System agrees to provide office space for the RN, access to a telephone, fax machine and technology. Floyd County School system agrees to provide and all supplies used in the health offices. The reimbursement received from insurance providers will serve as compensation for the RN's assigned to MVE, PES, BLES and AES.

History/Background: An agreement with ARH will provide the opportunity to improve the physical and oral health of students who may not have access to services outside of the school setting. Oral disease and chronic health conditions are major health problems for Kentuckians. Oral disease can be prevented through primary prevention efforts that include evaluation and treatment at an early age. Students learning is impacted by physical and emotional health issues. The services provided by ARH will improve the health and life of children by preventing and controlling oral disease, injuries and improve overall health care for students, faculty and staff. The RN's will provide services within the scope of his/her training and licensure by constraints of the KBN in the school setting for teachers, staff and any student whose parent has signed a written consent for services Registered Nurse. Registered Nurses Response to on-site bus accidents has also been a service that they have provided.

Recommended Action:

Approve MOA for the 2026-2027 School Year for 4 Registered Nurses at PES, AES, BLES and MVE.

Contact Person(s) Annette Harris

_____	_____	<i>Annette Harris</i>	<i>5/13/26</i>	<i>Tonya Horne-Williams</i>	<i>5-15-26</i>
Principal	Date	Director	Date	Superintendent	Date

Date: _____

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI and in Section 504.

442 KY ROUTE 550, EASTERN KY, 41622
TEL: 606.886.2354 FAX: 606.886.4550

SCHOOL NURSING SERVICES AGREEMENT

THIS SCHOOL NURSING SERVICES AGREEMENT (the “**Agreement**”) is made and entered into on [Date] (the “**Effective Date**”) by and between **Appalachian Regional Healthcare, Inc.** (“**ARH**”) and **Floyd County Board of Education** (the “**School System**”) (each a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, ARH is a Kentucky nonprofit corporation that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and its mission is to improve health and promote well-being of all people in Central Appalachia in partnership with its communities.

WHEREAS, School System is a public school system that provides educational services to enrolled students residing in Floyd County, Kentucky.

WHEREAS, School System has a need for full-time nurses to support School System’s educational services by providing basic health services to enrolled students during the school day.

WHEREAS, ARH is committed to collaborating with local institutions in furtherance of its mission of improving health and promoting the well-being of all people in Central Appalachia.

WHEREAS, ARH wishes to provide nursing services to School System through the provision of four (4) nurses to staff School System’s school nurse office, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises set forth below, and other good and valuable consideration the sufficiency of which is hereby acknowledged, and intended to be legally bound, the Parties agree as follows:

I. ARH OBLIGATIONS

1. **Services**. Upon the terms and conditions set forth herein, ARH agrees to furnish four (4) registered nurses (each individually a “**Nurse**”) to the School System to provide basic health services as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”), to students enrolled in School System at [Insert School Name] (“**Students**”) during regular school hours each school day during the 2025-2026 school year at no charge to the School System.
2. **Nurse Qualifications**. ARH shall ensure that the Nurse shall be licensed by and in good standing with the Kentucky Board of Nursing.
3. **Performance Standards**. ARH shall ensure that the Nurse shall perform the Services in accordance with all applicable federal and state laws, regulations, rules, policies, and codes applicable to the practice of nursing. ARH shall also ensure that the Nurse shall comply with all applicable School System rules and procedures; provided, however,

that the School System acknowledges and agrees that the Nurse shall exercise independent professional judgment in the performance of the Services and shall act in the best clinical interests of each Student.

4. **Removal of Nurse.** ARH shall remove any Nurse from providing Services hereunder upon the reasonable request of School System if School System reasonably believes that Nurse is a threat to the safety or wellbeing of a Student or any person associated with School System. Upon such removal, ARH shall use reasonable efforts to promptly replace such Nurse with a replacement Nurse. In addition, ARH may remove and replace a Nurse with another qualified Nurse at any time and at its sole discretion.
5. **Follow-Up Care.** In the event a Student is in need of follow-up care or other care not available in School System's Nurse Office (as defined below), ARH shall ensure that Nurse refers Student to his or her primary care provider or, if the Student does not have a primary care provider, furnishes a list of providers available to provide such follow-up care. Such list shall include all providers in the applicable service area, some of which shall include providers who are not affiliated with ARH.
6. **Supplies.** ARH will provide all point of care testing materials and telehealth materials (equipment, disposable covers, and online enrollment platform). All other supplies shall be provided by School System.

II. SCHOOL SYSTEM OBLIGATIONS

1. **Physical Facilities.** Upon the terms and conditions set forth herein, School System shall provide suitable space at **[Insert School Name]** for the performance of the Services, including, but not limited to, a nurse office suitable for the examination and treatment of Students and a secure space for storage of medication and supplies (collectively, the "**Nurse Office**"). In addition, School System shall do the following during the Term hereof:
 - (a) School System shall provide the Nurse with keys to the Nurse Office to secure confidential medical information and records and ensure that, except in the case of emergency or similar exigent circumstances, the Nurse Office will only be accessible to the Nurse, except as provided for in Section II.1(b).
 - (b) School System shall maintain the Nurse Office in a clean and sanitary condition and in accordance with applicable OSHA and other standards and provide routine janitorial, maintenance, and trash removal services, utilities, waste disposal (including medical waste), telephone (with a separate extension), internet, and such other items and support as reasonably appropriate for the performance of the Services, at School System's sole cost and expense.
 - (c) School System shall provide such furnishings, equipment, and supplies in the Nurse Office as are reasonably necessary for the performance of the Services, including, but not limited to, medical office furniture, examination tables, chairs, medical

supplies, and any other reasonably necessary items, including those reasonably requested by Nurse or ARH, not otherwise provided by ARH under Section I(6) above. School System shall provide such computers, technology, hardware, and software as is necessary for the maintenance of records related to the Services.

(d) Except in the case of ARH's or the Nurse's gross negligence, School System shall be responsible for any damage to the physical premise (including the Nurse Office), facilities, and equipment.

2. **Support Staff.** School System shall provide support staff as reasonably necessary for the provision of the Services.
3. **School System Policies.** School System shall provide ARH and Nurse with copies of all applicable policies, procedures, codes, and other standards applicable to the use and access of the School System premises and the delivery of the Services.
4. **Student Services.** School System shall ensure that individuals who receive Services pursuant to this Agreement shall be Students enrolled in School System and who attend [Insert School Name].
5. **Records.** School System shall maintain school health records in accordance with state and federal law. All health records created under this Agreement shall be and remain the property of School System.

III. TERM AND TERMINATION

1. **Term.** The Agreement term shall be for one (1) year (the "**Initial Term**") commencing on the Effective Date, subject to earlier termination of this Agreement as set forth in Section III.2. This Agreement shall automatically renew for successive one (1) year renewal terms (each a "**Renewal Term**") unless either Party gives written notice at least thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term of an intention not to renew. The Initial Term and any Renewal Term(s) are referred to collectively as the "**Term**."
2. **Termination.** Either Party may terminate this Agreement for cause in the event of a material breach by the other Party. In such case, the terminating Party must give written notice to the other Party specifying in reasonable detail the claimed breach. The other party shall have ten (10) days following receipt of such notice in which to cure the breach. If the claimed breach is not so cured within such period, the non-breaching Party shall have the right, but not the obligation, to immediately terminate this Agreement. School System may immediately terminate this Agreement in the event: (i) ARH fails to provide a Nurse as required herein; or (ii) any loss, suspension or restriction of a Nurse's license and ARH's failure to furnish a new Nurse to provide Services hereunder. ARH may immediately terminate this Agreement in the event School System or any of its employees or representatives engage in conduct which, as determined in good faith by ARH, is considered by ARH, to be unethical.

unprofessional, fraudulent, unlawful, disruptive or materially adverse to the interest, reputation or business of ARH.

3. **Without Cause Termination.** Either Party may terminate this Agreement at any time, without cause, by giving the other Party at least thirty (30) days' prior notice of termination.

IV. **INDEPENDENT CONTRACTOR STATUS.** The relationship of the Parties hereunder is solely that of independent contractors. Nothing herein is intended to, nor shall it be construed to, make either Party the employee, agent or servant of the other for any purpose whatsoever. ARH has the sole right and obligation to supervise, manage, and direct all work to be performed by the Nurse under this Agreement. This Section shall survive the expiration or termination of this Agreement for any reason.

V. **COMMUNITY BENEFIT.** The Parties acknowledge that ARH is providing Nurse to School System as part of its commitment to community benefit with the goal of improving health and promoting the wellbeing of the communities that ARH serves. Specifically, ARH is providing a Nurse to furnish services in ARH's area of expertise to School System (i.e., healthcare), which represents that it has a need for free Services due to a limited budget to serve its Students. In addition, the Parties acknowledge and agree that the Services provided under this Agreement promote and further the shared goals of both Parties to improve the lives of Students in the communities served by the School System and ARH and to maximize resources available to the Students. Notwithstanding Section XI.7 below or any other provision hereof, should ARH, in its sole discretion and judgment, at any time determine that the provision of the nursing Services hereunder conflicts or interferes with its community benefit or charitable purposes, that the Agreement in any way is in violation of applicable law or could potentially cause one or both Parties to violate applicable law, or that such Services or this Agreement threaten ARH's status as a non-profit organization, ARH shall have the right to immediately terminate this Agreement.

VI. **REGULATORY MATTERS**

1. **Non-Discrimination.** Each Party agrees to not discriminate against any person with respect to such person's race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, disability or medical condition, or as otherwise provided by law.
2. **No Referral Obligation.** School System personnel shall be entitled to refer or direct patients to any hospital or other health care facility or provider. This Agreement is not intended, nor shall it be construed, as requiring or inducing any School System personnel to refer or direct patients to any ARH facility or affiliate. Neither Party intends to violate the federal Medicare and Medicaid Anti-Kickback Statute and/or any other healthcare fraud and abuse law. The Parties also acknowledge and affirm that no remuneration to School System, whether provided under this Agreement or otherwise, is or will be paid or based upon the volume or value of any actual or anticipated referrals

by School System personnel or upon other business generated or to be generated by School System personnel to or for ARH or any ARH facility or affiliate.

3. **Records.** School System represents and warrants that it is not a HIPAA-covered entity. School System shall comply with state and federal confidentiality laws as relates to student educational records (which includes student health records), including the Family Educational Rights and Privacy Act as set forth at 20 U.S.C. §1232g and 34 CFR Part 99.

VII. LIABILITY INSURANCE. Each Party shall keep and maintain a liability insurance policy in excess of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate throughout the Term. Each Party shall provide to the other, if requested, a certificate of insurance evidencing such coverage. School System shall immediately notify ARH of any incident or circumstance that may give rise to a claim against ARH, the Nurse or any of ARH's employees, agents or representatives.

VIII. INDEMNIFICATION. Each Party will defend, indemnify, and hold harmless the other Party and its respective directors, officers, employees, and agents from and against any and all claims, costs, losses, damages, judgments, and expenses (including reasonable attorney fees) arising out of or in connection with any, direct or indirect, acts of negligence, misconduct or other tortious action of the other Party or the other Party's employees, agents, representatives, or subcontractors.

IX. NOTICES. All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon delivery if delivered to the addressee in person, effective three (3) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, or effective the next business day if delivered by overnight courier with charges prepaid, as follows:

If to ARH: Appalachian Regional Healthcare, Inc.
 Attn: Chief Legal Officer
 100 Airport Gardens Road
 Hazard, Kentucky 41701

If to School System: Floyd County Board of Education
 Attn: Board Attorney
 442 KY Rt 550
 Eastern KY 41622

or to such other address as either Party shall have designated for notices to be given in accordance with this Section.

X. CONFIDENTIAL INFORMATION. All business, financial, legal, medical, and personal information disclosed by each Party, either intentionally or unintentionally, to the other Party in connection with this Agreement shall be held in strict confidence and shall not be disclosed by the receiving party without the prior written consent of the disclosing

Party. Neither Party shall use any information gained as a result of this Agreement to the competitive disadvantage or in any other way detrimental to the other Party. Neither Party, during or after the Term, shall disclose such confidential and proprietary information of the other Party, or trade secrets of the other Party, to any other firm, person, corporation, association or other entity for any reason or purpose whatsoever, or use such information for its own benefit, without the prior written consent of the other Party, unless otherwise required to disclose such by law, in which case the disclosing Party shall immediately notify the other Party thereof. This Section shall survive the expiration or termination of this Agreement for any reason.

XI. MISCELLANEOUS

1. **Recitals.** The recitals are true and correct and are incorporated herein in their entirety.
2. **Assignments.** Neither Party may assign its rights or duties hereunder without the prior written consent of the other Party.
3. **Entire Agreement.** This Agreement supersedes all previous contracts or agreements between the Parties with respect to the same subject matter and constitutes the entire Agreement between the Parties hereto.
4. **Governing Law.** This Agreement shall be construed and governed by the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the courts, state or federal, within Fayette County in the Commonwealth of Kentucky, and the Parties expressly waive the right to bring any legal action or claims in any other courts. The Parties to this Agreement hereby consent to venue in any state or federal court within the Commonwealth of Kentucky having jurisdiction over Fayette County for all purposes in connection with any action or proceeding commenced between the Parties hereto in connection with or arising from this Agreement.
5. **Severability.** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
6. **Amendments.** This Agreement may be amended only by an instrument in writing signed by the Parties hereto.
7. **Changes in Law or Interpretation of Law.** The Parties recognize that this Agreement at all times is subject to applicable federal, state and local laws. The Parties further recognize that this Agreement shall be subject to amendments in and changing interpretations of such laws and regulations and to possible new legislation as well. Should any provision of law (including existing law) invalidate, or otherwise be inconsistent with, the terms of this Agreement or cause one or both of the Parties to be in violation of a material law, the Parties shall exercise their best efforts to negotiate an amendment to this Agreement so as to comply with such law, while maintaining the

terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law. If a Party reasonably requests an amendment to this Agreement pursuant to this Section and such amendment is not negotiated within thirty (30) days, or sooner if required by law, following notice of one Party to the other that the Agreement or any portion thereof is invalid or inconsistent with applicable law, the Party requesting the amendment may terminate this Agreement.

8. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first written above.

APPALACHIAN REGIONAL HEALTHCARE, INC.

BY: _____

TITLE: _____

FLOYD COUNTY BOARD OF EDUCATION

BY: _____

TITLE: _____

Exhibit A

Services

Nurse shall staff the [Insert School Name] nurse office and provide basic health care services to Students enrolled at [Insert School Name] during regular school hours. Such services shall include, but are not limited to (i) Providing Basic Health Care: Administering first aid and emergency care to students and staff; (ii) Managing Chronic Conditions: Monitoring and managing students with chronic health issues such as asthma, diabetes, allergies, etc.; (iii) Health Screenings: Conducting screenings for vision, hearing, scoliosis, and other health concerns; (iv) Medication Administration: Administering prescribed medications to students according to school policies and legal guidelines; (v) Health Education: Promoting health and wellness education among students and staff; (vi) Maintaining Health Records: Keeping accurate health records and documentation for all students; (vii) Developing Individualized Health Plans: Creating health plans for students with special health needs; (viii) Communicating with Parents and Healthcare Providers: Collaborating with families and healthcare professionals regarding student health; (ix) Promoting a Safe School Environment: Ensuring health policies and procedures support a safe learning environment; and (x) Emergency Preparedness: Preparing for and responding to health emergencies and disasters.

Nurses shall not be required to provide any of the following services other than those set forth above.