

THIS CONTRACT, between [redacted] Independent Board of Education (the BOARD OF EDUCATION) (First Party)

and [redacted] District Health Department (Health Department)

is effective July 1, 2016 and ends June 30, 2017.

WHEREAS, the BOARD OF EDUCATION has a statutory obligation to provide students enrolled in the schools below ("School District") certain health services;

[redacted] Elementary School [redacted] High School [redacted] Middle School

WHEREAS, the BOARD OF EDUCATION has employed one (1) or more qualified and appropriately Licensed Registered Nurses;

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

WHEREAS, [redacted] by this AGREEMENT will provide a health program in the School District through which BOARD OF EDUCATION nurses will provide preventive care to School District enrolled students and then on behalf of the BOARD OF EDUCATION, [redacted] shall bill KY Medicaid, for those students who are insured through KY Medicaid, for health services provided under the [redacted] 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;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits, and covenants hereinafter contained, the BOARD OF EDUCATION and [redacted] do agree as follows:

- I. The BOARD OF EDUCATION shall:
A. Employ one (1) or more qualified and duly Licensed Registered Nurses and who hold(s) a certificate for the position of school nurse as required by 16 KAR 2:060 and who remains in good standing with the Kentucky Board of Nursing.
B. Facilitate the opportunity for [redacted] to provide an assessment of the qualifications of nurse applicants prior to becoming employed by the BOARD OF EDUCATION.
C. Provide [redacted] with a copy of a valid license issued by the Kentucky Board of Nursing for each school nurse for which [redacted] will bill.
D. Provide [redacted] with a valid documentation of the completion of the Kentucky Board of Nursing required minimum annual CEs for each school nurse for which [redacted] will bill.
E. Agree to maintain and provide copies of its own liability insurance and/or professional liability insurance, workers' compensation insurance, and wage/salary benefits program for school nurses.

- F. Agree to provide a completed IRS Form W-9 - Request for Tax Payor Identification Number and Certification.
- G. Agree School District health nurses shall provide:
 1. Acute and chronic illness screenings
 2. Required acute and chronic treatments as prescribed by the primary care provider
 3. Vaccine for Children (VFC) administration of immunizations (non-VFC will be referred to private providers)
 4. Well-child physical exams
 5. Dental screenings and application of sealants as necessary
 6. Other services as deemed necessary by the School District.
- H. Agree School District health nurses may collect and monitor the health records of students for compliance as to immunization status, dental screening/exam for initial school entry, vision exam for initial school entry, physical exam form.
- I. Agree to allow school nurse to coordinate, with the assistance of school administrators, teachers, or classified employees, the availability of students for receipt of health services.
- J. Agree to 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.
- K. Provide adjoining space for students awaiting health services.
- L. Provide seating in waiting area, telephone access, internet access, a personal computer manufactured within the last 5 years with Microsoft Office including Excel, and access to a copier/paper for nurses employed to provide services under this AGREEMENT.
- M. Not move the site for nurses providing services without written notification to [REDACTED]
- N. Agree to require nurses, who are contracted to provide services under this AGREEMENT, to participate, at the School District's expense, in all [REDACTED] and/or Kentucky Department for Public Health (KDPH) required training or continuing education which includes, but is not limited to the required trainings specified in Attachment A.
- O. Understand [REDACTED] will not bill KY Medicaid for services provided by nurses who do not complete the required [REDACTED] and/or [REDACTED] trainings and/or who do not complete the trainings in the required time frames.
- P. Agree to require School nurses submit to [REDACTED] required information in a manner satisfactory to [REDACTED] as to health services provided to students of the School District that are billable to Medicaid to facilitate submission for reimbursement.
- Q. Agree to require School nurses to comply in providing health services for students with the Core Clinical Service Guide (CCSG) clinical protocols (<http://chfs.ky.gov/dph/ccsg+2014.htm>) 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 OF EDUCATION.
- R. Understand [REDACTED] will be billing KY Medicaid for reimbursable services provided by school nurses when they are acting as agents [REDACTED]
- S. Agree to require nursing staff who will be contracted to [REDACTED] to obtain the vaccinations/tests as specified on Attachment C, understanding specified vaccinations may be obtained at [REDACTED] sites and at [REDACTED] expense.

II. [REDACTED] shall:

- A. Provide the following equipment at each school specified. However, repair and replacement of the following equipment is the responsibility of the BOARD OF EDUCATION:
 1. Ascensia Contour glucometer
 2. exam table & stool
 3. otoscope and ophthalmoscope
 4. scales

5. stadiometer
 6. oxygen
 7. emergency kit
 8. thermometer
- B. Provide the following medical and first aid supplies as needed to provide school health services. Supplies must be requested, and requests must meet the following criteria:
1. Requests must be submitted in writing
 2. Requests must be approved by authorized representative of the school district
 3. Requests must be approved by health department
 4. Requests must be limited to items requested on Attachment B
 5. Requested quantities must not exceed reasonable and customary
- C. Arrange for the opportunity for school health nurse personnel to attend the Public Health Pediatric Assessment Training Program as required by the [REDACTED] for all health department nurses who bill Kentucky Medicaid.
- D. Provide personnel to offer continuing education and training to School District nurses including charting and coding of information to facilitate [REDACTED] in submitting for Medicaid reimbursement health services provided to students enrolled in the School District.
- E. Authorize the BOARD OF EDUCATION to bill through [REDACTED] s organization for nursing services provided to students enrolled in the 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 [REDACTED] as to the performance of Medicaid reimbursable health services; [REDACTED] 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.
- F. Make quarterly payments to the BOARD OF EDUCATION within thirty (30) days of the end of each quarter of the fiscal year for Medicaid reimbursed nursing services which have been provided to students enrolled in the School District:
1. Quarterly payment will be calculated by the Medicaid amount received by [REDACTED] for preventive services provided at school sites in the school district during the applicable quarter, after deducting DPH managed care requirements (30%) and [REDACTED] Administration Fee (3%).
 2. As consideration for this AGREEMENT, [REDACTED] will assess a management fee of Twelve Thousand (\$12,000) per school nursing site per school year to offset [REDACTED] costs incurred in the course of providing preventive health service training and supervision, quality assurance program reviews, and Medicaid billing.
 - a. One quarter of the management fee will be deducted from each of the quarterly Medicaid payments referenced in this section.
 - b. Should school Medicaid revenues in any one quarter be less than one quarter of the annual management fee, the balance of the quarterly management fee shall be deducted from the next quarterly Medicaid payment
 - c. Should school Medicaid revenues in any one year be less than the annual management fee, [REDACTED] shall bill the school site for the balance of the management fee which shall be due and payable no later than 30 days after the end of the school year
- G. Provide nursing staff who will be contracted to [REDACTED] the vaccinations/tests as specified on Attachment C at [REDACTED] sites and at [REDACTED] expense.

III. Termination, Renewal of Agreement, Miscellaneous

- A. This AGREEMENT will commence on July 1, 2016 and automatically end June 30, 2017, absent affirmative action taken consistent with the AGREEMENT by both parties not later than May 1, 2017, 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. The parties agree the BOARD OF EDUCATION'S failure to employ or maintain duly Licensed Registered Nurses who hold(s) a certificate for the position of school nurse as required by 16 KAR 2:060 and who remains in good standing with the Kentucky Board of Nursing shall result in [REDACTED] discontinuation of billing KY Medicaid for services provided.
- D. The parties agree any School nurse who fails to appropriately complete all Public Health required trainings, and/or fails to complete the trainings within the required frames, and/or fails to comply with the Core Clinical Service Guide (CCSG) clinical protocols <http://chfs.ky.gov/dph/ccsg+2014.htm> and guidelines which represent levels of care considered appropriate for preventative health services shall result in [REDACTED] discontinuation of billing KY Medicaid for services provided.
- E. The parties agree any School nurse who engages in illegal or unethical behavior as defined by the SCHOOL BOARD and/or [REDACTED] shall result in [REDACTED] discontinuation of billing KY Medicaid for services provided and may result in immediate termination of this agreement.
- F. 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.
- G. This AGREEMENT is not intended to benefit any third party, and shall not be interpreted to create rights for any third party.
- H. 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.
- I. 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/doc/ferpa-hippa-guidance.pdf>, attached hereto and incorporated by reference to this AGREEMENT as if fully stated herein. Any provision of 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.
- J. A Business Associates Agreement, whether executed concurrently with this Agreement or on another date and whether physically attached to this Agreement or maintained separately, are incorporated into this Agreement. The parties hereto agree that Public Health Information may be shared to the extent necessary for the parties to fulfill the terms and conditions of their agreements with one another and the BOARD OF EDUCATION's agreement with the hospital concerning health services in the schools, but only in a manner consistent with the terms and provisions the Health Insurance Portability and Accountability Act and of the Business Associates Agreement and of each party's agreement with one another.
- K. The parties recognize student records created by the BOARD OF EDUCATION nurse, while acting on behalf of and at the direction of the BOARD OF EDUCATION are "education records" governed by FERPA, as stated in the Joint Guidance. Student health records which are "education records" under FERPA are confidential and are the property of the BOARD OF EDUCATION.
- L. The parties recognize student records created by the BOARD OF EDUCATION nurse, while acting on behalf of and at the direction [REDACTED] providing public health services are governed by HIPAA are confidential and are the property of the [REDACTED]
- M. Both parties will adhere to the confidentiality requirements, re-disclosure restrictions of FERPA and HIPAA as well as the Privacy Regulations under HIPAA, as applicable under the Joint Guidance. Any

term of this agreement which conflicts with the Joint Guidance, or any provision of FERPA or HIPAA, will be stricken and the applicable law's provision will govern.

- N. 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.
- O. 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.
- P. 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.
- Q. This AGREEMENT shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
- R. 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.
- S. 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 Schools or the Executive Director of [REDACTED])

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 [REDACTED] Independent Board of Education

SIGNATURE [REDACTED]

NAME PRINTED [REDACTED]

TITLE [REDACTED]

DATE May 10, 2016

HEALTH DEPARTMENT [REDACTED] District Health Department

SIGNATURE [REDACTED]

NAME PRINTED [REDACTED]

TITLE Executive Director

DATE _____

Attachment A

Required Public Health Nurse Trainings

I. **Annual Trainings - All Nurses**

1. OSHA Online Learning Module – Part 1 and Part 2
2. TB Online Learning Module – Part 1 and Part 2
3. Ergonomics Online Learning Module
4. Limited English Proficiency Online Learning Module
5. Culture Competency Online Learning Module
6. National Standards for Culturally and Linguistically Appropriate Services Online Learning Module

II. **KYDPH Well Child/Pediatric Assessment Training - New Nurses**

The Well Child/Pediatric Preventive Health Care program is delivered through local health departments within the Commonwealth. This program promotes and safeguards the health and wellness of children by providing a comprehensive history and physical examination. Nursing assessments are performed on children 0 to 21 years of age by Certified Well Child Registered Nurses. The certification process is provided through the Kentucky Department of Public Health and in conjunction with approved preceptors. Direct preventive Well Child health services identify growth and development issues according to the standards recommended by Bright Futures/American Academy of Pediatrics, and meets the minimal program requirements. These services also provide: identifying risk factors, anticipatory guidance, age-appropriate health education, diagnosis of health problems, appropriate referral services and community based education.

A. **Requirements**

- Must be a local health department Registered Nurse
- Must complete the 23 Well Child Webcasts/modules prior to attending the practicum, usually provided at the University of Louisville.
- Must complete the practicum/preceptorship
- **Must complete the entire Well Child Training within 6 months. This includes: the 23 Well Child webcasts/modules, completing the 3 day practicum at U of L, and performing the 25 Well Child examinations.**
- If not completed within the 6 month period, the 23 webcasts and practicum/preceptorship must be repeated, unless prior approval is received from the Well Child Nurse Consultant.

B. **Well Child Pediatric Assessment Webcast Training Sessions**

1. Introduction
2. Pediatric History Taking
3. Newborn and Infant Examination
4. Developmental Assessment of Newborn & Infant
5. Language Development
6. Head and Neck Examination
7. Childhood Immunization
8. Infant and Child Nutrition
9. Breastfeeding
10. Heart and Lung Examination
11. Early Literacy in Well Child
12. Examination of the Musculoskeletal System
13. History Taking, Assessment of the Toddler
14. History Taking, Guidance of the Preschool Child
15. Recognition of Physical Abuse
16. Dental Health
17. Smoking Cessation
18. Identification of Common Dermatologic Problems
19. History Taking Guidance of the School Aged Child
20. Interviewing the Adolescent
21. Physical Developmental Assessment of the Adolescent
22. Commission for Children
23. Assessment of the School Aged Child

Attachment B

Approved School Health Supplies List*

(*Subject to change based on demand/availability)

- Ace Bandage Elastic 2" 10/box
- Ace Bandage Elastic 3" 10/Box
- Acetaminophen 325mg Adult tabs 100/btl
- Acetaminophen 80mg chewable tabs 30/btl
- Acetaminophen Jr. Chewable tabs 24/btl
- Acetaminophen Liquid 4oz
- Alcohol 70% 16oz - Limit 2 per year
- Alcohol Preps 200/Box 20 Box/Ca
- Aloe Vera - Limit 1 per year
- Anti-acids 96 tabs - Limit 10 per order
- Anti-Itch Spray 1.25 oz. - Limit 1 per order
- Band-Aid 100/Box 1.93/box 12 box/Ca
- Band-Aid X-Large 50/Box
- Bi Level Controls - True 20
- Calamine Lotion 6oz - Limit 2 per order
- Capes Disposable 30 X 21" Blue 100/Case
- Carmex Lip Balm .35oz - Limit 1 per order
- Chestal Cough Syrup - Limit 2 per order
- Clorox Broad Spectrum Disinfectant 32 oz.
- Cotton Balls Medium 2M/Bag/Case
- Cough drops Honey lemon 50/bag
- Cups - drinking 5 oz. 100/SL 1000/CA
- Cups - liquid medicine plastic 1 oz. 100/sl .85/ea., 50/Ca
- Cups - paper medicine 3/4 oz., 250/sl 20/Ca
- Digital Thermometer Each or 12/Box
- Digital Thermometer Covers 100/Box 3.73/box 50 box/case
- Drape Sheet Disposable 100/Case
- Ear Specula Disposable 2.75 mm 1000/Bag
- Ear Specula Disposable 4.25 mm 1000/Bag
- Eye Wash 4 oz. - Limit 2 per year
- Gauze Roll 12 Rolls/Bag
- Gauze Sponge 4 x 4 200/bag (non-sterile) 10/case
- Gauze Sponge 2x2 200/Bag (non-sterile)
- Gauze Sponge 3 x 3 3.35/bag 20 bags/case (non-str)
- Glucose tablets 50 tabs/btl
- Hand Sanitizer 40 oz. - Limit 1 per order
- Ibuprofen 200mg Tabs, 200/btl (twin pack)
- Ibuprofen Liquid 4oz
- Kleenex facial tissue 2-ply 200 sheets - Limit 2 per order
- Loratadine 10mg 4oz
- Loratadine 10mg 60 ct.
- Micro Cuvette Strips 25/btl (school)
- Needle Eclipse 21G 1"
- Needles Only 21G 1" 100/Box
- Needles Only 25G 11/2" 100/Box
- Needles Only 25G-1" 100/Box
- Needles Only 25G-5/8" 100/Box 10 boxes/case
- Orajel .33 oz. - Limit 1 per order
- Phenylephrine Liquid (decongestant)
- Phenylephrine Tablets (decongestant) 10 mg 36 ct
- Polysporin Ointment .5 oz. - Limit 1 per order
- Pregnancy Test True 20 50/test
- Q-Tips 525 ea. - Limit 2 per year
- Red Chart Pens
- Saline Solution 500 ML 18/Case
- Saline Solution for Contact lenses 12 oz. - Limit 2 per year
- Sharps Containers, Medium 12/Case
- Sharps Containers, Small 24/Case
- Syringe with Needle TB 1cc 26g3/8" - 100/Box
- Syringe with Needle 3cc 22G-1" - 100/Box - safety)
- Table Paper Adult 18" 12 Rolls/Case
- Table Paper Adult 21" 12 Rolls/Case
- Tape, Micropore paper 12 rolls/box.
- Temp Trace Charts 50/box (limit 1 per year)
- Tongue Blades, Jr. 500/Box 10Boxes/Case
- Tongue Blades, Reg. 500/Box 10Boxes/Case
- Towelettes 100/Box 10Boxes/Case
- Urine Controls Dipstick Liquid (3 Sets/Box)
- Vinyl Gloves, PF, Large
- Vinyl Gloves, PF, Medium
- Vinyl Gloves, PF, Small
- Welch-Allyn Probe Covers 250/box
- Ziploc Snack Size Bags 100 ct - Limit 5 per order
- Ziploc Storage Size Bags 100 ct- Limit 5 per order

Attachment C

Health Services Required for Full-Time, Contract, and Volunteer Staff

1. Each staff must have a TST (Tuberculosis skin test) or Blood assay for Tuberculosis (T spot) whichever is appropriate, within 10 days of employment and annually unless a prior positive is documented. A two-step may be required if a TST is performed.
2. **The following vaccinations are required for all staff:**
 - a. Two doses MMR (Measles, Mumps, Rubella) unless employee was born prior to 1957
 - b. Annual flu vaccination
 - c. Hepatitis B series and post vaccination titers at 1-2 months
 - d. Tdap (Tetanus, diphtheria, pertussis) – one time dose
3. If staff does not have documentation of 2 MMRs and declines vaccination he/she must prove immunity by getting MMR titers at his/her own expense.
4. ***Declination form must be signed for medical contraindications.***
5. **The following are offered free of charge to the staff to promote wellness:**
 - a. Hepatitis A vaccination is offered to all staff.
 - b. Chickenpox: All staff who have not had chicken pox are encouraged to receive the Varicella vaccine.
 - c. Pneumovax: Recommended for staff over 50 years of age
 - d. Tetanus (td) every 10 years
 - e. TSH (Thyroid Stimulating Hormone): only staff over 40
 - f. Fasting Lipid Profile, Glucose & Counseling annually
 - g. Hemoglobin A1C (employees with diabetes)

Yearly TB Skin Tests and OSHA/TB training are mandatory for all staff.