

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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Initials - GATEWAY
Date: 5-31-16


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 SCHOOL BOARD shall:
 - a. Employ one (1) or more qualified and duly licensed nurses who hold a current nursing license with the Kentucky Board of Nursing.
 - b. Facilitate the opportunity for GATEWAY to provide an assessment of the qualifications of nurse applicants prior to becoming employed by the BOARD.
 - c. Services of the district employed school nurse to provide, but not limited to:
 - i) Acute and chronic illness screenings
 - ii) Required acute and chronic treatments as prescribed by the primary care provider
 - iii) Dental screenings and sealants as necessary
 - iv) Lice screenings as necessary
 - v) Administration of medication and/or clinical procedures
 - vi) Immunizations as necessary
 - vii) Perform school physicals as necessary
 - viii) Counseling
 - ix) Case Management
 - x) Referral and Follow-up
 - xi) Individual health education
 - xii) School staff training on administration of medication or clinical procedures per KRS 314.011 (6) Registered Nurse Scope of Practice, KRS 156.502, School health services and exemption from liability, and 201 KAR 20:400 Delegation of nursing tasks
 - xiii) Arrangement for the provisions of health services necessary for a student to be able to participate in all school sponsored functions, including field trips (KRS 156.502)
 - xiv) Attend ARC meetings as appropriate and provide health services training and supervision for students with IEP or 504 plans.
 - xv) Data entry of required school health documents into Infinite Campus
 - xvi) Documentation and reporting health room visits and outcomes, preferably in Infinite Campus


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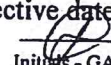
- xvii) Documentation of medication administration, clinical procedures, parent/guardian and/or primary care provider communication, preferable
 - xviii) Provide necessary documentation of billable Medicaid reimbursable, non-IEP related nursing services for Gateway
 - xix) Assist with billable IEP-related health services for Medicaid reimbursement (including the training and supervision of non-licensed school personnel to perform the health service)
- d. Coordinate with the assistance of school administrators, teachers, or classified employees the availability of students for receipt of health services.
 - e. 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.
 - f. Provide adjoining space for students awaiting health services.
 - g. Provide seating in waiting area, telephone access, internet access and access to a copier/paper for nurses employed to provide services under this AGREEMENT.
 - h. Not move the site for nurses providing services without written notification to GATEWAY.
 - i. 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.
 - j. Non-IEP related Medicaid billable nursing services information provided to students will be submitted to GATEWAY to in a satisfactory manner to facilitate submission for reimbursement.
 - k. District employed school nurses will comply with all SCHOOL BOARD policies and procedures
 - l. For purposes of non-EDIP related Medicaid billable health services, District employed school nurses will provide health services according to the current Core Clinical Service provided by GATEWAY unless a higher level of care is desired and required by the BOARD.


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2. GATEWAY shall:
- a. Provide 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 non-IEP. Medicaid reimbursable nursing services provided to students enrolled in the Menifee County Schools by District school nurses who it being agreed and understood that the school nurses are acting as direct agents of GATEWAY as to the performance of non-EDP related 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 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, 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. 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


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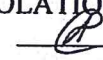

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termination.

- b. 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.
- c. This AGREEMENT is not intended to benefit any third party, and shall not to interpret to create rights for any third party.
- d. 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. 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.
- 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



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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.

ATTEST:

Troy D. Pen
Board Secretary

BOARD OF EDUCATION OF MENIFEE COUNTY
BY: *Leanne Reed*
NAME PRINTED: Leanne Reed
TITLE: Vice Chair
DATE: 5-19-16
DATE AGREEMENT APPROVED BY BOARD:

GATEWAY DISTRICT HEALTH DEPARTMENT
BY: *J.R. Rathbun*
NAME PRINTED: J. R. Rathbun
TITLE: Public Health Director
DATE: 5-31-2016

**Addendum to School Health Contract
For 2016-2017**

This additional agreement is incorporated as part of the original contract with Menifee County School District and the Gateway District Health Department. Attached to this addendum is the Health Unit Supply listing and prices of individual supplies as of the summer of 2015. These prices are subject to change without notice. Gateway District agrees to purchase any of the supplies listed if requested in writing by authorized representatives of the above school district. Any supply purchased will be charged back to the School District in the end of the quarter third party revenue settlement.

Gateway District Health Department agrees to provide substitute Nurses if available and requested in writing by authorized representatives of the School District. The cost of a substitute Nurse will be \$250.00 per day. Half-day R. N. substitutes can be requested and charged at \$125.00 per half-day. Charges for substitute RN's will be incorporated in the end of the quarter third party revenue settlement.


Gateway District agrees to provide a Doctor to do EPSDT services at the School Health Units. The School District agrees to schedule 5 EPSDT visits at a minimum per day for the Doctor. The revenue from visits over 5 will be split 50/50 for the EPSDT services delivered. EPSDT will be provided during non-instructional time, unless deemed necessary by the school nurse.

The replacement and maintenance of any furniture or equipment will be the responsibility of the School District. This applies to all medical and non-medical items.

The School District agrees to supply the Gateway District Health Department the names of authorized School employees that can make requests and authorize purchases on behalf of the School District. All Request SHALL be sent in writing via email or other means to Sharon Auclerc, School Health Coordinator, Heather Anderson, Support Supervisor and copied to James Ratliff, Director, Greg Brewer, Dir. Of Adm. and Tera Coyle, Adm. Specialist.

School nurses will comply in providing health services for students via laboratory procedures. All laboratory procedures will be provided in accordance with the mandated Standard Operating Procedures and Quality Assurance manuals (to be provided by the assigned Gateway representative). School nurses will comply with regular submission of monthly audits and controls for quality assurance. If a school nurse identifies any problems, complications or invalid control strips or solutions said nurse will immediately notify assigned school nurse representative for follow-up with appropriate CLIA standards and corrective action plan.

Provide CLIA certification for laboratory procedures that may be completed in the school setting. This includes finger stick blood sugar and urine pregnancy tests. CLIA certificate will be provided on the behalf of Gateway however, incurred expenses while collecting laboratory samples will be the responsibility of said school district. This agreement also includes proper training and review of laboratory procedures with school nurses prior to implementation in accordance with Laboratory Quality Assurance manuals.

Signed  Date 5-19-16
Superintendent

Signed  Date 5-31-16
Public Health Director