

TEENAGE PARENT PROGRAM
HEALTH SERVICES AGREEMENT

This agreement is entered into this as of this 1st day of January, 2014 between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "JCPS") a political subdivision of the Commonwealth of Kentucky, with its principal place of business as 3332 Newburg Road, Louisville, Kentucky, 40218 and the UNIVERSITY OF LOUISVILLE, a nonprofit Kentucky corporation which exists as an institution of higher education of the Commonwealth of Kentucky with its principal place of business at 211 Central Avenue Suite 100, Louisville, Kentucky 40208 through its DEPARTMENT OF FAMILY MEDICINE (hereinafter "ULFM").

WHEREAS, the JCPS has determined that school based health services are essential to its operation of the Georgia Chaffee Teenage Parent Program ("TAPP");

WHEREAS, the JCPS and ULFM desire to collaborate for the provision of school based health services at the two TAPP locations, the Westport and the South Park TAPP;

NOW THEREFORE, this Agreement is entered into by and between JCPS and ULFM to provide the services provided below.

1. Duties of ULFM:

- a. Medical services at TAPP shall be under the direction of attending physician, Dr. Stephen Wheeler with the assistance of residents and medical students from the University Of Louisville School Of Medicine under his direct supervision. While performing services under this Agreement, the attending physician shall be licensed to practice medicine in the State of Kentucky and shall be Board Certified in Family Medicine or a related field.
- b. ULFM shall provide clinic-based prenatal, family planning, and primary care services at South Park and Westport TAPP.
- c. ULFM shall pay to JCPS \$10,000 towards the salary of a medical secretary. JCPS TAPP shall invoice ULFM quarterly.
- d. ULFM shall provide an adequate supply of FDA approved family planning methods not to exceed \$3000 for the contract period.
- e. ULFM shall be the fiscal agent for Westport and South Park TAPP family planning, prenatal, and primary care clinics for uninsured and underinsured clients. ULFM fee collections policies and procedures shall be applied at the TAPP clinics designated in this paragraph. Patients may be assessed a fee for medical services rendered at TAPP clinics. The collection of applicable fees and billing to third party insurance companies shall be the responsibility of ULFM.

158-14

No one will be denied health services because of ability to pay. All collected fees shall be the property of ULFM.

- f. All patient/provider encounters shall be documented. Health data shall be recorded in an individual patient health record. ULFM shall be the owner and custodian of the patient record. Custodian responsibilities include purchase of all related record materials, assuring confidentiality, archiving and release of information. Both parties shall follow ULFM health record clinical policies and procedures which shall be provided to the Director of the TAPP program.

2. Duties of JCPS:

- a. JCPS shall provide nursing and administrative support for the services provided by ULFM at the TAPP clinics including scheduling appointments, maintaining patient records, including documentation necessary for insurance billing and providing on-site nursing assistance during doctor clinics.
- b. When ULFM is not on-site conducting clinics, board certified nurse practitioners and/or registered nurses employed by JCPS may provide medical services to TAPP students. The JCPS board certified nurse practitioners and/or registered nurses shall provide this service under the direct supervision of ULFM's attending physicians.
- c. In the event that JCPS staff assigned to TAPP receives Protected Health Information from ULFM, TAPP agrees to abide by the rules and regulations regarding the confidentiality of Protected Health Information 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. JCPS agrees to follow all HIPAA guidelines as directed by ULFM Privacy Officer and/or ULFM HIPAA Committee.

- 3. **Payment:** In return for the services listed above, the Jefferson County Board of Education agrees to make payment to the University of Louisville Department of Family Medicine, three thousand dollars (\$3,000) for the 2013-2014 school year, such payment to be made at one time during the term of this agreement as set forth below.
- 4. **Term:** This Agreement shall be effective for an initial term of one (1) fiscal year commencing on January 1, 2014 and ending on June 30, 2014.
- 5. **Compliance with Law:** ULFM shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the ULFM or subcontractor for the duration of this agreement and shall reveal any final determination of a violation by the UFLM or subcontractor of the preceding KRS Chapters.
- 6. **Equal Opportunity:** During the performance of this Agreement, ULFM shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of

1973, the Kentucky Equal Employment Act of 1978, KRS 45.550-45.640, and the Americans with Disabilities Act.

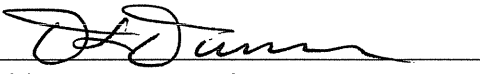
7. **Confidentiality:** At all times during the term of this Agreement, ULFM shall comply with the Family Educational Rights and Privacy Act of 1974. If ULFM has access to student records, ULFM shall limit its employee's access to those records to persons for whom access is essential to perform this agreement.
8. **Amendment:** This Agreement may be modified or amended by the written agreement of JCPS and ULFM.
9. **Independent Parties:** JCPS and ULFM are independent parties and neither shall be construed to be an agent or representative of the other party, and therefore have no liability for the acts or omissions of the other party.
10. **Captions:** Section titles or captions contained in the Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.
11. **Entire Agreement:** This Agreement contains the entire agreement between JCPS and ULFM and supersedes any all prior agreements, either written or oral; provided, however, that any written agreements executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect.
12. **Severability:** If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provisions of the Agreement.
13. **Counterparts:** This Agreement may be executed in counterparts, in which case each executed counterpart shall be determined an original and all executed counterparts shall constitute one and the same instrument.
14. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

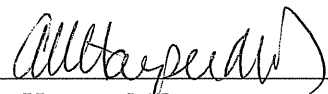
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the first date written above.

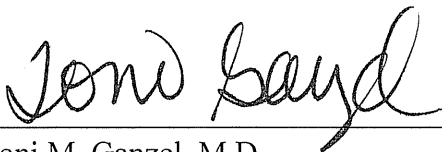
JEFFERSON COUNTY PUBLIC SCHOOLS


By: _____
Dr. Donna Hargens, Superintendent

UNIVERSITY OF LOUISVILLE

By: 
David Dunn, M.D., Ph.D.
Executive V.P. for Health Affairs

By:  10-24-13
Diane Harper, MD
Chair, Family & Geriatric Medicine

By:  10/31/13
Toni M. Ganzel, M.D.
Dean, School of Medicine

By: 
Glenn B. Bossmeyer
Assoc. University Counsel