

TEENAGE PARENT PROGRAM
HEALTH SERVICES AGREEMENT

This agreement is entered into this as of this 1st day of September 2015 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, through its School of Medicine, Department of Family and Geriatric Medicine, with a place of business at 501 E. Broadway Suite 100, Louisville, Kentucky 40202 (hereinafter "UL").

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

WHEREAS, the JCPS and UL 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 UL to provide the services provided below.

1. Duties of UL:

- a. Medical services provided at TAPP by UL shall be under the direction of attending physician, Dr. Stephen Wheeler with the assistance of faculty attending physicians, 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. Hours and dates for service shall be mutually agreed upon by both parties.
- c. UL shall provide clinic-based care at South Park and Westport TAPP.
- d. UL shall act as the fiscal agent for Westport and South Park TAPP clinics for uninsured and underinsured clients. UL 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 UL. No one will be denied health services because of ability to pay. All collected fees shall be the property of UL.
- e. All patient/provider encounters shall be documented. Health data shall be recorded in an individual patient health record. JCPS and TAPP 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 JCPS and TAPP health record clinical policies and procedures which shall be provided to the Director of the TAPP program. Notwithstanding, and in addition to, the foregoing, UL may maintain its own health records with respect to patients seen by UL personnel, and TAPP will send a copy of all medical records for such patients to UL.

- f. UL shall maintain comprehensive general and professional liability insurance covering the acts or omissions of its Employee's, with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

2. Duties of JCPS:

- a. JCPS shall provide nursing and administrative support for the services provided by UL 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 as well as the services listed on Exhibit A.
 - b. When UL 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 UL's attending physician.
 - c. In the event that a party or its staff receive Protected Health Information from the other party, such receiving party 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.
 - d. JCPS shall maintain workers' compensation coverage and professional liability insurance covering the acts or omissions of its Employees.
3. **Term:** This Agreement shall be effective for an initial term of one (1) year commencing on September 1, 2015 and ending on August 31, 2016. If neither party gives written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then current term, this Agreement shall be automatically renewed for additional one (1) year terms until it is terminated or not renewed in accordance with this Section 3. Either party shall have the right to terminate the agreement with not less than thirty (30) days advance written notice. In the event of such change, UL will work with JCPS to ensure the transition of care for patients.
4. **Compliance with Law:** UL shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the UL for the duration of this agreement and shall reveal any final determination of a violation by UL of the preceding KRS Chapters.

5. **Equal Opportunity:** During the performance of this Agreement, UL 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.
6. **Confidentiality:** At all times during the term of this Agreement, UL shall comply with the Family Educational Rights and Privacy Act of 1974. If UL has access to student records, UL shall limit its employee's access to those records to persons for whom access is essential to perform this agreement.
7. **Hold Harmless and Indemnification:** To the extent permitted by applicable law, each party agrees to defend, indemnify, and hold harmless the other party from and against any and all claims which may result in whole or in part from any act or omission arising of such party.
8. **Amendment:** This Agreement may be modified or amended by the written agreement of JCPS and UL.
9. **Notices.** All notices hereunder by either party to the other shall be in writing, sent by certified or registered mail, return receipt requested or by overnight courier and shall be deemed to have been duly given when delivered personally or when addressed as follows:

UL: University of Louisville
Department of Family & Geriatric Medicine
501 E. Broadway, Suite 240
Louisville, KY 40202
Attn: Chair

With copies to:

University of Louisville
School of Medicine
323 East Chestnut Street
Louisville, Kentucky 40202-1823
Attn: Dean

University of Louisville
Abell Administration Center
323 East Chestnut Street
Louisville, Kentucky 40202
Attn: Executive VP for Health Affairs

and

JCPS: Supervisor of Medical Components
Westport and South Park TAPP
8800 Westport Road
Louisville, KY 40242

10. **Independent Parties:** JCPS and UL 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.
11. **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.
12. **Entire Agreement:** This Agreement contains the entire agreement between JCPS and UL and supersedes any and 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.
13. **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.
14. **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.
15. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

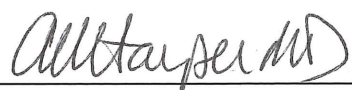
[END OF TEXT; SIGNATURE PAGE FOLLOWS]

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

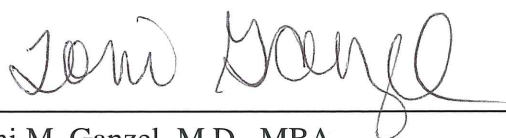
JEFFERSON COUNTY PUBLIC SCHOOLS


By: _____
Dr. Donna Hargens, Superintendent

UNIVERSITY OF LOUISVILLE

By: 
Diane M. Harper, M.D.
Chair, Family & Geriatric Medicine

Approved By:


Toni M. Ganzel, M.D., MBA
Dean, School of Medicine
University of Louisville


David L. Dunn, M.D., Ph.D.
Executive Vice President for Health Affairs
University of Louisville

Approved as to form and legality:

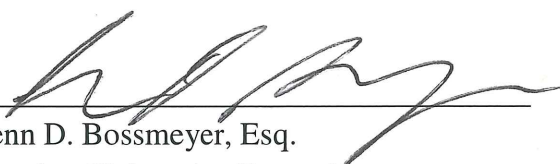

Glenn D. Bossmeyer, Esq.
Associate University Counsel

Exhibit A
Services Provided by TAPP

- Supervise patients in waiting area
- Triage and direct patient appointments and walk-ins
- Answer phones
- Register new patients with TAPP and UL
- Create new patient charts
- Locate patients within the school and call to clinic at scheduled appointment dates and times
- Provide students with appointment reminders (paper reminder and/or telephone reminder)
- Obtain patient medical records as needed when requested by providers and registered nurses
- Mail and/or fax patient medical records as requested
- Verify patient insurance status prior to appointment
- Order supplies as needed and verify inventory upon receiving
- Enter patient labs into Quest 360 online lab ordering system as ordered by provider
- Notify registered nurse of abnormal lab results
- Review Patient Encounter Form for accuracy of patient info and coding
- Fax completed Patient Encounter Forms to UofL Family Medicine billing department
- Track number of patients seen by residents and fax to UofL Family Medicine for recordkeeping
- Create, update, and maintain teaching packets and handouts for patients
- Clean and disinfect patient waiting area, triage rooms, exam rooms at the end of each work day
- Restock triage room at the end of each work day
- Maintain patient information in waiting area, patient education bulletin boards, and office aesthetics