

Cumberland Family Medical Center, Inc.
P.O. Box 2399
Russell Springs, KY 42642



SCHOOL BASED SATELLITE CLINIC AGREEMENT

Nelson County Schools– Bardstown, KY

THIS SATELLITE CLINIC AGREEMENT (the “**Agreement**”), dated this ___ day of _____, 2018 (the “**Effective Date**”), is made and entered into by and between **THE BOARD OF EDUCATION OF NELSON COUNTY, KENTUCKY** (the “**District**”), with an address of 288 Wildcat Lane, Bardstown, KY 40004, and **CUMBERLAND FAMILY MEDICAL CENTER, INC.** (“**CFMC**”), with an address of 404 Steve Drive, Russell Springs, Kentucky 42642.

WHEREAS, CFMC is a federally qualified health center, duly licensed in the state of Kentucky as a primary care center with clinic(s) presently existing in Adair, Anderson, Barren, Boyle, Casey, Clinton, Cumberland, Franklin, Garrard, Green, Hart, LaRue, Lincoln, Monroe, McCreary, Owen, Pulaski, Russell, Wayne, and Woodford Counties;

WHEREAS, CFMC has determined that in furtherance of its mission to provide health and specialty care in South-Central Kentucky it desires to operate an on-site health clinic to provide primary health care at hereafter identified schools located near or adjacent to CFMC’s existing clinics, to be known as CFMC School Based Satellite Clinics (“**Clinics**” and each individually a “**Clinic**”) to care for District students and employees as provided in this Agreement;

WHEREAS, the District recognizes the increased complexity of the health care needs of its employees and students and the need for such services as the prescription and administration of medications and medical management. Bloomfield Elementary, Bloomfield Middle, Boston Elementary, Cox’s Creek Elementary, Foster Heights Elementary, Horizon’s Academy, Nelson County Early Learning Center, Nelson County High, Old KY Home Middle, New Haven Elementary, and Thomas Nelson High presently provide educational services to approximately 5000 students.

WHEREAS, previously the Kentucky Department of Public Health (“**DPH**”) provided limited employee health screenings and treatment services via registered nurses, but the reduction of funding to DPH has reduced the availability of those services to employees and students.

WHEREAS, on-site CFMC providers offer increased services in the form of physical examinations, care and treatment of illnesses and injuries and the ability to prescribe and administer medications which are beyond the scope of practice of a DPH-provided registered nurse. The Clinics also have the capability to, upon request, provide training and supervision of

District staff for the provision of health services to students and serve as a source of health care information to students and staff.

WHEREAS, the District has found that many of its students do not have reasonable access to health care services aside from those available through the school district, and CFMC has both the health care staff and equipment to provide child care immunizations, preventive medicine, and to treat acute illnesses and injuries through its clinics;

WHEREAS, School Nurses provide important services for students and staff including the administration of first aid, the administration of medication, the performance of routine medical services, and the conduct of educational programs;

WHEREAS, the aforementioned benefits as well as the increased scope of health services offered by an on-site health care provider through the services of physicians, dentists, physician assistants, advanced practice registered nurses, and behavioral health specialists have led the District to the procurement of health services on-site, and this Agreement is the result of those procurement efforts;

WHEREAS, given the complexity of medical issues that face School Nurses, the parties agree that the Clinics will, among other things, benefit and promote public education, promote the general health and welfare of the District's students and employees, and improve District student and employee attendance and performance through the availability of affordable and accessible health care; and

NOW THEREFORE, the parties enter into this Agreement defining their respective rights, duties and liabilities relating to the Clinics as follows:

1. Clinic. Commencing on the Effective Date and during the term of this Agreement, CFMC will operate on-site health clinics as licensed extension sites of its primary care center and federally qualified health care center. The Clinics will be operated at Bloomfield Elementary, Bloomfield Middle, Boston Elementary, Cox's Creek Elementary, Foster Heights Elementary, Horizon's Academy, Nelson County Early Learning Center, Nelson County High, Old KY Home Middle, New Haven Elementary, and Thomas Nelson High and will provide primary health care to District students and employees pursuant to this Agreement.

2. Staffing of Clinics. CFMC shall staff the Clinics with an advanced practice registered nurse ("**APRN**") or physician assistant ("**PA**"), a nurse, and such other staff as CFMC shall determine is necessary for the operation of each Clinic. CFMC shall arrange for a collaborative physician to be available for consultations with the APRN or PA. (The APRNs, PAs, RNs, medical assistants, collaborative physicians and other staff used by CFMC to operate the Clinic are collectively referred to in this Agreement as "**Clinic Staff.**") CFMC shall ensure that all Clinic Staff are duly licensed and/or certified by the Commonwealth of Kentucky and in good standing with the Kentucky Board of Medical Licensure or the Kentucky Board of Nursing, as applicable. CFMC shall provide all supervision needed for patient treatment and other Clinic services. The parties acknowledge and agree that the following shall apply to all Clinic Staff, provided, however, that all Clinic Staff shall be employees or contractors of CFMC, as the case may be, and shall not be considered employees of the District for any purpose:

(a). Clinic Staff shall remain CFMC employees or contractors, as defined between those parties and shall be subject to CFMC's direction, discipline and control.

(b). Clinic Staff shall not be eligible for benefits through the District, including, but not limited to workers' compensation insurance, disability, insurance, medical insurance, and unemployment insurance.

(c). No party has or shall represent that it has the authority to act on behalf or in the place of the other. This Agreement shall not be read or treated as a designation of the Clinic Staff as "school officials" for Federal Education Rights and Protection Act ("FERPA") purposes. No party shall represent itself as an affiliate of or operating under the auspices of the other, including, but not limited to, the use and content of signs, letterhead and logos. This Agreement shall not be read or treated as a delegation of any powers or responsibilities from one party to the other, except as otherwise expressly stated in this Agreement. Neither CFMC nor its employees or contractors shall be considered the employees, agents, servants, partners or designees of the District. Neither CFMC nor its employees or contractors shall have the authority to assume or create an obligation or responsibility, express or implied, on the District's behalf.

(d). The District shall have the right to request temporary or permanent removal of a Clinic Staff member if there is reasonable cause for such a request including, but not limited to, the following: (1) the Clinic Staff member is disruptive to the school's functions; (2) the Clinic Staff member refuses to cooperate with terms set out in this Agreement (3) the District receives complaints about the Clinic Staff member's conduct; or (4) the Clinic Staff member has been charged with a sex crime or violent offense crime including those covered in KRS 160.380(3) (even though the person is not a school employee) or KRS 17.545 (as amended by SB 148).

(e). While CFMC shall retain control over whether a Clinic Staff member remains employed or contracted with CFMC or is otherwise disciplined, CFMC shall not refuse any reasonable District request for removal of an individual Clinic Staff member from a Clinic.

(f). In the event that a Clinic Staff member has been charged with a sex crime or violent offense crime including those covered in KRS 160.380(3) (even though the person is not a school employee) or KRS 17.545 (as amended by SB 148), the District shall have the right to prohibit a Clinic Staff member from entering school property, including Clinic space.

(g). All Clinic Staff who work on District property shall undergo state and federal criminal background checks that satisfy KRS 160.380(6). CFMC shall conduct such background checks before Clinic Staff begins working in the Clinic. CFMC shall warrant to the District that no Clinic Staff with a history of violent offenses or of being charged with a sex crime shall be assigned to work in the Clinics. Upon request by the District, CFMC shall provide the results of criminal background checks to the District. The District shall maintain the information confidential and shall not distribute or disclose the information to any person or entity except where necessary for legitimate school business or where in response to summons or court order.

(h). CFMC shall promptly notify the District of any Clinic Staff member whom CFMC becomes aware either is or has been charged with a crime that, if convicted, would disqualify them under applicable law or regulation or policy from entry onto school premises.

(i). All Clinic Staff who work on District property shall be in compliance with KRS 17.545 and any related District policies.

(j). To avoid potential conflicts or appearance of conflicts, no Clinic Staff member who works on District property shall be related to a District Board member, the Superintendent, the host school building's Principal, the District's Health Coordinator or a School Nurse in any of the following ways: father, mother, brother, sister, husband, wife, son, daughter, aunt, uncle, son-in-law or daughter-in-law. CFMC warrants that no School Board Member, School District Administrator, or member of their immediate families has any financial interest, directly or indirectly in CFMC or in the operation of its School its School Based Satellite Clinic(s).

(k). School Nurse. CFMC or the District shall staff the Clinics with a nurse responsible for such tasks as the completion of preliminary nursing assessments, the administration of first aid, the treatment of non-complex medical issues, and the administration of medications and vaccinations within his or her scope of practice as applicable by law and regulations (“**School Nurse**”). The School Nurse shall also be responsible for the establishment and maintenance of up-to-date student health records and reports by utilizing both Infinite Campus and CFMC's electronic health records and shall establish and maintain certain educational and counseling activities as determined by the District and approved by CFMC. The School Nurse shall provide services on-site at the Clinic under the supervision and control of CFMC and in accordance with all policies and procedures of CFMC. The School Nurse shall be employed by CFMC and failure to comply with the policies and procedures of CFMC may result in disciplinary action up to and including termination. In addition, the School Nurse is responsible for obtaining and sending required paper work from patients to CFMC staff.

In consideration of the performance of the school nurse duties, CFMC shall pay the District 30% of the salary cost plus benefits that the District incurs for the nurse as detailed in **Addendum 1** to this Agreement. Salaries set forth in **Addendum 1** shall remain intact and unchanging for the duration of this contract unless expressly written and agreed upon by both CFMC and the District. CFMC shall pay the District in ten (10) equal monthly installments commencing in _____ 2018, and ending in _____ 2019, by no later than the fifth day of the month as invoiced by the District. In the event that no School Nurse is employed by CFMC or the District, all functions of the School Nurse as described herein shall be performed by other Clinic Staff. Completed and executed addendum shall be submitted by the District to CFMC's Finance Officer no later than close of business on July 15, 2018.

(l). Access to Infinite Campus. Access to the District's Infinite Campus (health, census, and class schedule portions only) will be made available for Clinic staff to include but not be limited to the Director of School-based Services, Care District Nurses for School-based Health Services, nurse, and receptionist as employed by CFMC for the purpose of fulfilling services at the Clinics.

(m). Continuing Education. All nurses assigned to the Clinics will be required to attend two (2) training days per contract year as conducted by CFMC at their administrative offices in Russell Springs, KY. In addition, School Nurses are required to be on SBHC webinars as advised by CFMC staff.

(n). District must assign at least three (3) District employees who will obtain UAP medication training which will be provided by CFMC staff.

3. Operation of the Clinics.

(a). Services. The Clinics shall only provide health services to the District as specifically described in this Agreement. The Clinics' services shall be available to all District students and employees. CFMC shall have control over and be solely responsible for the delivery of medical services pursuant to this Agreement to any individual at the Clinic and shall have exclusive control over all recordkeeping, billing and other clerical functions and obligations for such Clinic. The District acknowledges and agrees that it cannot control or direct the medical decision making or methods by which CFMC and its employees or contractors perform services at the Clinic. As a result, the District makes no representation and shall have no liability with respect to any aspect of the medical services provided by CFMC and its employees or contractors pursuant to this Agreement. In addition to primary care and acute care services, oral health services may also be provided to include: screening, cleaning, comprehensive exam, fluoride treatment, x-rays, and application of sealants, if needed.

(b). Billing for Services. CFMC shall be solely responsible for all aspects of billing related to services it provides to District students and employees under this Agreement. The parties acknowledge and agree that the District is not responsible for such billing in any way. CFMC shall bill for all services provided to District students and employees under this Agreement pursuant to its own practices, policies and procedures, and in accordance with state and federal law including billing the patient's insurance for services provided by the Provider as well as the school nurse services. The parties further acknowledge and agree that the District shall not review any claims submitted to governmental or private third-party payors by CFMC and does not certify the truth, accuracy, or legality of any information contained in such claims.

(c). Student Registration Packet. The District shall be solely responsible for establishing and maintaining a **Student Registration Packet** for each student to contain the student's medical history, vaccination history, flu shot consent, wellness exam history, and clinic services at the start of the school year. The Student Registration Packet shall be in a form either prepared by or otherwise acceptable to CFMC. The Student Registration Packet shall contain a provision permitting the Clinic to treat a student when (1) Clinic-level treatment is recommended by the School Nurse and/or (2) the parent, guardian or emancipated student has appropriately identified the Clinic as one of the student's health care providers. The District shall be solely responsible for obtaining signed copies of the Student Registration Packet and the various consent forms described in this paragraph for each District student and providing copies thereof to CFMC.

(d). Referrals. The parties agree that nothing in this Agreement requires or provides payment for the referral of patients to CFMC by either the District or its representatives. Any referrals for follow-up care made by the Clinics shall be made to the primary care provider of the patient provided that the referral to such primary care provider is the appropriate level of care for the type of referral being made and consistent with patient choice. The District may post in each Clinic a list of primary care provider and licensed primary care centers/clinics available in Nelson County, Kentucky.

(e). Consent and Release of Information. Before a student or other minor may be seen by a Clinic, the CFMC Student Registration Packet including a consent form signed by a parent, legal guardian, or by the emancipated minor student shall be completed and returned to the Clinic. The parties acknowledge and agree that medical records to be established and maintained by CFMC as provided in this Agreement will contain confidential and privileged health information, and such information shall be disclosed only to parents and legal guardians as permissible under applicable state and federal laws and regulations and in accordance with CFMC policies and procedures.

4. Term. The term of this Agreement shall be as follows:

(a). Term. Unless otherwise terminated pursuant to this section, this Agreement shall be for an initial term of one (1) calendar year, commencing on the Effective Date. Thereafter, this Agreement shall automatically renew for consecutive one (1) calendar year terms (each a “**Renewal Term**,” collectively with the Initial Term, the “**Term**”), unless terminated pursuant to this section.

(b). Termination Without Cause. This Agreement may be terminated by either party without cause by giving sixty (60) calendars days’ written notice to the other party.

(c). Termination for Breach. This Agreement may be terminated by either party for the other party’s breach of a material obligation(s) herein upon thirty (30) calendar days’ written notice to the breaching party. The non-breaching party shall set forth in the written notice the specific nature of the breach and the conditions that must be met within the thirty (30) calendar day period to cure the breach and avoid termination. In the event the breach is cured to the reasonable satisfaction of the non-breaching party within the above-referenced thirty (30) calendar days, the notice of breach shall be deemed rescinded and the Agreement shall continue in full force and effect. Otherwise, the Agreement shall terminate upon the thirtieth (30th) calendar day following the breaching party’s receipt of the written notice of breach, unless the parties agree in writing to a longer period.

(d). Immediate Termination: This Agreement may be terminated immediately for any of the following reasons:

(i). By the District, in the event of the failure for any reason by CFMC to obtain or maintain all necessary licenses and certifications required for it to operate the Clinic and/or carry out the terms of this Agreement.

(ii). By the District, upon the cancellation of CFMC’s professional and/or general liability insurance required by this Agreement.

(iii). By either party, upon the other party’s assignment of this Agreement without consent as prohibited by Section 10 of this Agreement.

(iv). By the District, upon CFMC’s insolvency, placement in receivership, or general assignment for the benefit of its creditors.

(v). By the District, in the event CFMC dissolves or ceases activity to carry on business.

(vi). By the District, if CFMC commits any act of misrepresentation, fraud, theft, embezzlement, or similar malfeasance.

(vii). By the District, if CFMC violates any applicable federal and state statutes, regulations, rules and/or applicable codes of professional conduct where the violation of such would prevent its provision of primary health care at the Clinics in a manner consistent with accepted standards of care.

(viii). By either party, if it would be subject to civil or criminal liability for continued performance under this Agreement.

(ix). By the District, if the Kentucky Department of Education either denies or rescinds approval of the lease as addressed in Section 5 of this Agreement.

(e). Consequences of Termination: In the event of termination for any reason, each party shall return to the other party any and all property and confidential information and copies therefore received from the other party pursuant to or in contemplation for this Agreement within thirty (30) business days of the termination of this Agreement, to the extent reasonably feasible. If the return of some or all of the property and confidential information is not reasonably feasible, the receiving party shall destroy the property and confidential information and copies thereof in its possession, custody and control within the aforesaid thirty (30) business day period, and certify same to the disclosing party, unless such destruction is prohibited by federal or state law. It is understood that protected health information under paragraph 6(f) is excluded from the operation of this paragraph and that governmental payors require that documentation of services rendered be maintained for a minimum period of time.

(f). Mitigation. Both parties shall act in good faith to mitigate any damages that the other party may sustain by virtue of default or termination of this Agreement.

5. Lease of Space for Operation of Clinic. The District shall provide CFMC with adequate space for the operation of a clinic at no charge at each of the aforementioned Schools, on a regular and defined basis, to enable CFMC to provide the services described in this Agreement (“**Clinic Space**”). The Clinic Space shall be adequate to allow District students and employees to be examined and counseled in a private and confidential setting. If designated area does not conform to privacy standards as set forth by the Health Insurance Portability and Accountability Act (“**HIPAA**”) and the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”) an alternate service location must be provided by the District. In addition to conforming to privacy standards, the clinic space must be equipped with a sink, but both a sink and a restroom are preferred. Should the District be unable to provide a restroom within the clinic space, a restroom must be within a reasonable and acceptable distance from the clinic. The District shall also supply at no charge to CFMC, all utilities, computer data lines, and telephone lines necessary for the operation of each Clinic. Neither CFMC nor any of its employees or representatives shall use District computer data lines or telephone lines for illegal, illicit or sexually explicit activity, nor shall they use said lines in a way that damages District property or

compromises the safety, privacy or wellbeing of the District's data, District students and employees. CFMC shall supply all other equipment and supplies needed to operate the Clinic. The District shall supply and designate parking spaces for Clinic Staff. Clinic Staff shall only have access to the Clinic Space at each school and such other parts of the school buildings where a Clinic is located as permissible based upon reasonable request and approved by the principal at such school. While in the schools, CFMC's employees and contractors shall abide by such rules and policies as may be provided by the District or the principal at each school. The District shall supply custodial personnel and shall furnish janitorial services in each Clinic, including but not limited to cleaning floors, surfaces and windows, cleaning restrooms, and removal of trash, all on a regular schedule, as established by the District. Contaminated waste shall be kept in an appropriately marked separate container. The handling and removal of contaminated waste shall be performed by CFMC and not by the District or its employees. The District shall be solely responsible for making all routine repairs and for performing routine maintenance to each Clinic Space, but shall not be responsible for the repair or maintenance of equipment that belongs to CFMC. CFMC shall inform the District in writing about CFMC equipment that is not to be handled or disturbed by any District employee, including without limitation, District employees assigned to clean or maintain any Clinic Space, and the District shall require those District employees to abide by that information. CFMC may place signage at each Clinic and school, subject to the District's prior approval.

(a). Appropriate space shall also be provided by the District for the provision of Oral Health Services as an extension of the Clinic services. Space shall be appropriate for oral health services provided through utilization of portable equipment set up within the school facility itself and through provision of outdoor space adequate for the delivery of services through the mobile medical unit.

(b). Behavioral Health Services are provided at the discretion of CMFC and are not available in all Districts. In the event that Behavioral Health Services are provided within the District, appropriate HIPAA approved space shall also be provided by the District inside each school facility for the delivery of services, as applicable.

6. Interaction of Clinic and District's School. The interaction between the Clinic and the District's school shall be subject to the following:

(a). Discharge of Students from School. Clinic Staff Members shall not discharge any students from school. The school officials located in each school shall maintain the sole authority to discharge a student from school. In the event a qualified member of the Clinic Staff treats a student and determines that it is in the best interest of the student and/or the District for that student to be discharged from school to go home or seek further treatment, that Clinic Staff member shall provide a written recommendation to the student for delivery to the appropriate school official to make the final determination regarding discharge from school.

(b). 504 Disability Services. The District shall not rely on CFMC to provide 504 disability services, Individuals with Disabilities Education Act (IDEA) services or other services that the District is required to provide students pursuant to an educational plan unless such services are addressed through separate written arrangement between the parties or by written addendum to this Agreement.

(c). Confidentiality and Protected Health Information. CFMC has established policies and procedures to protect private health information of all patients in a manner consistent with the Health Insurance Portability and Accountability Act (“**HIPAA**”) and the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”) and other state and federal laws and regulations, as applicable, including the Privacy, Security, Breach Notification, and Enforcement Rules. All CFMC medical records including those generated for the District’s students and/or employees shall be maintained confidentially in a manner consistent with CFMC’s established policies and procedures and shall only be disclosed in a manner consistent therewith. As a provider of education, the District maintains educational information in a manner consistent the Federal Education Rights and Protection Act (“**FERPA**”) and its implementing regulations as well as other state and federal law and regulations and policies and procedures established by the Adair County School Board. The District shall share protected education records and other information in the District’s custody or control with CFMC and its staff only in a manner consistent with state and federal law. Access to Infinite Campus by CFMC staff is granted only for legitimate school purposes of checking student immunizations, checking student health information, using the class schedule feature to locate students, parent, or guardian contact information or other educational purposes (see Section 2 Staffing of Clinics item [1], page 4) as defined in the Nelson County Schools FERPA Annual Notification of Rights. Other functions, or use of Infinite Campus will be prohibited. Any further use of information from Infinite Campus must be authorized by District personnel prior to being extracted. Nothing about the parties’ relationship shall waive or modify the parties’ obligations under law.

(d). Primary Contact Person. Each party shall designate a primary contact person for communication purposes under this Agreement. Each party may change the primary contact person as necessary upon written notice to the other party.

The primary contact person for the District shall be:

Wes Bradley
Superintendent
Nelson Co. Schools
288 Wildcat Lane
Bardstown, KY 40004

The initial primary contact person for CFMC shall be:

Eric Loy, MD
CEO/Medical Director
Cumberland Family Medical Center, Inc.
P.O. Box 2399
Russell Springs, KY 42642

(e). Medical Records. All documentation in Infinite Campus will be the property of the District. Any requests for medical records from Infinite Campus must be approved by the District. CFMC shall establish and maintain medical records for each District student or employee that is a clinic patient through its Electronic Medical Records System, (hereafter “**Medical Records**”).

CFMC represents it will maintain access to active Medical Records for District students and employees being currently treated by the Clinics at the appropriate Clinic. CFMC shall maintain, store, archive and destroy inactive Medical Records pursuant to CFMC's policies for maintaining medical records, which may be amended from time to time. Both parties acknowledge and agree that all Medical Records of District students and employees are the property of CFMC. Standard forms required by the Kentucky Department of Education that are initiated by the District and customarily filed in a student's education record are not medical records are the property of the District. CFMC has established policies and to protect private health information of all patients in a manner consistent with the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and other state and federal laws and regulations, as applicable, including the Privacy, Security, Breach Notification, and Enforcement Rules. The District acknowledges that the Medical Records are confidential and shall not seek access to the records or information contained therein, except in accordance with applicable law. The District shall provide security of the Clinics when not staffed so that access to confidential information is secure.

(f). Emergency Situations. Nothing about this Agreement shall either obligate or prohibit CFMC employees or contractors from assisting someone in emergency situations.

(g). Clinic Shall Be Solely Used For School Purposes. The parties acknowledge and agree that Kentucky law requires the District to use its resources for school purposes. Accordingly, the purpose of the Clinics shall be for the benefit and promotion of public education in the District. The clinics will operate Monday-Friday when school is in session and only during other times as approved by the District. In the furtherance of said purposes, the Clinics shall:

- (i). only operate during the days and hours addressed in paragraph 1 above;
and
- (ii). not interfere with or disrupt school activities.

7. Licensure and Compliance.

(a). No Remuneration for Referrals. The parties agree that neither party is entitled to any payment nor compensation from the other party for any services, rights or privileges other than as specifically provided in this Agreement. CFMC shall not offer or give any remuneration, either direct or indirect, for the referral of patients or for arranging for the furnishing of any item or service for which payment may be made in whole or in part by a governmental payor, or which otherwise may be deemed to violate any federal or state law or regulation.

(b). Licenses and Certificates. CFMC shall be solely responsible for securing all necessary licenses and certificates required for operation of the Clinics and the services provided by Clinic Staff where required by law. CFMC shall promptly notify the District if any relevant license or certificate, including any license or certificate of Clinic Staff, are suspended, disciplined or revoked or lapsed.

(c). Compliance with Laws. CFMC shall comply with all applicable state and federal civil rights laws, including, but not limited to, KRS Chapter 344 and the Americans with Disabilities Act, regarding operation of the Clinics and interaction with District students and

employees. CFMC shall comply with applicable provisions of OSHA and KOSHA regarding operation of the Clinics, including the treatment of Clinic Space and the posting of appropriate signage.

(d). Board Policies. Recognizing that the Clinic(s) will be located on District property, Clinical Staff, to the extent reasonable, shall honor relevant policies and procedures from the District's Policies and Procedures manual (referred to herein as "**Board Policies**" or "**BP**"), and shall cooperate and coordinate with the District to facilitate implementation. The District shall provide Clinic Staff with copies of all Board Policies and Procedures with which Clinic Staff are expected to comply. In addition, the District shall provide Clinic Staff with annual orientation(s) on the Board Policies and Procedures applicable to Clinic Staff. Nothing about CFMC's agreement to reasonably honor, cooperate with and coordinate the following of Board Policies confer any CFMC employee or contractor with status or rights as a District employee. The District acknowledges and understands that its recourse concerning a failure to honor these policies is limited to (a) requesting removal from the Clinic of the specific Clinic Staff member; (b) acting pursuant to the terms of this Agreement, up to and including termination of this Agreement; and (c) actions to recover compensatory damages only.

(e). Approval of Kentucky Department of Education. The District shall obtain the approval of the Kentucky Department of Education to lease Clinic Space to CFMC. Neither party shall be liable for breach of this Agreement if (a) the Department of Education denies the District's request to approve of any lease of Clinic Space; or (b) the Department rescinds approval of any such lease at any time.

8. Insurance and Indemnification.

(a). Liability Insurance. The parties hereto acknowledge that CFMC's professional liability is covered by the Federal Tort Claims Act (FTCA) and shall cover all CFMC providers, including but not limited to APRN, PA, MD, and DO; CFMC shall provide each District a copy of the Deeming Letter as issued by the Health Resource Services Administration (HRSA). However, in the event CFMC ceases to be covered by the FTCA for any reason, CFMC shall carry professional liability insurance coverage of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate insuring the professional acts or neglects of Clinic Staff providing services pursuant to this Agreement. CFMC shall name the District as an additional insured under the Professional Liability Coverage in the event that the FTCA coverage should cease. CFMC agrees to indemnify and hold the District and its employees harmless for any liability that results from any acts or omissions of CFMC, its contractors or its employees arising out of the Clinics' operation, including but not limited to liability based on CFMC's use of the CFMC School Based Satellite Clinic name; provided, however, that CFMC is not able or obligated hereunder to indemnify the District for malpractice coverage under the FTCA and does not attempt to do so.

(b). Occurrence Coverage. CFMC shall also carry "occurrence" coverage for general liability claims that may arise out of CFMC's operation of the Clinics. Such coverage shall be for not less than \$1,000,000 per occurrence and \$3,000,000 million in the aggregate. CFMC shall name the District as an additional insured under this coverage.

(c). Indemnification. CFMC agrees to indemnify and hold the District and its employees harmless for any liability that results from any acts or omissions of CFMC, its contractors or its employees arising out of the Clinics' operation, including but not limited to liability based on CFMC's use of the CFMC School Based Satellite Clinic name; provided, however, that CFMC is not able or obligated hereunder to indemnify the District for malpractice coverage under the FTCA and does not attempt to do so.

(d). Further. CFMC shall promptly notify District of any non-compliance which renders CFMC, its employees, agents, and contractors uncovered under the FTCA.

9. Assignment. This Agreement may not be assigned by any party without the prior written consent of the other party hereto. Any attempted assignment in the absence of such consent shall be void as if never assigned at all.

10. Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties, and their respective heirs, executors, administrators, successors, and permitted assigns.

11. Waiver. The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

12. Notices. All notices under this Agreement shall be sent by certified or registered U.S. Mail, postage prepaid, return receipt requested, Federal Express or other expedited delivery service, or delivered personally to the parties through the contacts designated pursuant to section 6(f) of this Agreement. The date of the notice shall be the date of the postmark or, if by personal delivery, the date delivery is made.

13. Illegality or Unenforceability. If any one or more of the provisions contained in this Agreement shall for any reasons be held invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, which shall be construed as if such invalidity, illegality or unenforceable provisions had never been contained herein. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

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

15. Third Parties. Nothing in this Agreement shall be construed as creating any rights in any third parties or any persons other than the District and CFMC.

16. Jurisdiction and Venue. This Agreement shall be interpreted according to the laws of the Commonwealth of Kentucky and the Nelson County Circuit Court shall have exclusive venue and jurisdiction over the parties and any dispute arising out of this Agreement or the enforcement hereof, unless otherwise required by law. The parties agree that either (a) prior to the institution of any action in Circuit Court upon the written request of either party, or (b) by agreed order upon the institution of any action but following the answer by the other party to the complaint or petition, the parties shall submit to mediation before a mediator mutually agreeable to the parties, and if

there be none, a mediator appointed by the Circuit Court, the cost of mediation to be borne equally by the parties.

17. Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not control the interpretation of this Agreement.

18. Entire Agreement and Modification. This writing constitutes the entire agreement between the parties hereto and may be modified only by a writing executed by both parties. Each and every modification and amendment of this Agreement must be in writing and signed by all of the parties hereto. In the event that the District obtains school funding through a state, federal or private grant or endowment that relates to or affects the Clinics, the parties agree to work in good faith to make those modifications necessary to comply with the terms of said funding. Each and every waiver of any covenant, representation, warranty or other provision of this Agreement must be in writing and signed by the party whose interest are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

WITNESS the signatures of the parties as of the dates written below:

THE BOARD OF EDUCATION OF
NELSON COUNTY, KENTUCKY

CUMBERLAND FAMILY
MEDICAL CENTER, INC.

By: _____
Signature

BY: _____
Signature

Wes Bradley
Superintendent

Eric Loy, MD
CEO/Medical Director

Date: _____

Date: _____

