

## **HEALTH CARE SERVICES AGREEMENT**

THIS HEALTH CARE SERVICES AGREEMENT, effective November 1, 2019, by and between **Commonwealth Health Corporation, Inc. d/b/a Med Center Health** ("MCH") and **Simpson County Board Of Education** ("Board");

WHEREAS, Board has determined that a need exists for provision of certain health care services for the benefit of students and/or other individuals affiliated with the Simpson County Schools;

WHEREAS, MCH provides a broad range of health care related services and is willing to provide such services on behalf of Board; and

WHEREAS, the parties previously entered into a Primary Care Clinic Agreement effective August 1, 2018, for the provision of certain services to the Simpson County Schools, and the parties desire to provide additional services as more fully set out herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. MCH agrees to provide a licensed nurse for each of five schools within the Simpson County School system and such additional clinical and clerical support staff as deemed appropriate by MCH to provide services to students as identified on *Exhibit A*. MCH may also provide equipment related to the provision of such services as identified on *Exhibit B*. Total cost to the Board for all such services and equipment shall be \$50,000 per contract year to be invoiced quarterly to Board and paid by Board within 30 days of receipt of the invoice.

2. Board agrees to provide suitable space and basic utilities at no charge to MCH. Board agrees that basic utility services include, but are not limited to, HVAC, electrical, local telephone, water, sewer and sanitation, internet and Wi-Fi access, and all other similar services required for the appropriate provision of designated health care services and will comply with all appropriate life safety codes or other applicable statutes or regulations.

3. The initial term of this Agreement shall be for a period of three (3) years, beginning with the effective date set out hereinabove. Upon expiration of the initial term, this Agreement shall automatically renew for successive additional terms of one (1) year unless either party provides notice of non-renewal to the other party no later than 60 days prior to the expiration of the initial term or then current renewal term. Notwithstanding any other provision of this Agreement, either party shall have the right to terminate this Agreement with or without cause by giving at least 60 days' prior written notice to other party during any term of the Agreement.

4. During any term of this Agreement, MCH agrees to carry appropriate professional liability and workers' compensation coverage, the nature and amount of which shall be satisfactory to Board and may be provided under a program of self-insurance. Prior to the performance of services under this Agreement, MCH shall submit to Board documentation of such insurance

coverage. If any such insurance coverage is modified, reduced or terminated during the term of this Agreement, MCH shall notify the Board in writing of such modification, reduction or termination not less than twenty (20) days prior to the effective date of such modification, reduction or termination.

5. During the term of this Agreement and following termination, all patient information, including but not limited to medical records, financial records, and insurance information, created or acquired by MCH as a result of performance of services in this Agreement shall remain the sole property of MCH. During the term of this Agreement, Board agrees that MCH shall be the exclusive provider of such services. During the term of this Agreement and for a continuous period of one (1) year after termination or expiration of this Agreement, Board agrees not to directly or indirectly, actively or passively, solicit or attempt to solicit or accept for employment or other service arrangement any employee of MCH who has provided services pursuant to this Agreement.

6. MCH agrees that it shall in no way impede or interfere with school activities or affairs, nor inconvenience or interfere with any of Board's activities. MCH shall not advertise or use the name of Board or its schools without the written consent of Board.

7. MCH, its agents, employees and assigns, shall at all times while providing services pursuant to this Agreement comply with the applicable standard of care and any and all applicable federal, state and local laws, ordinances, rules and regulations. Any provider of health care services furnished by MCH under this Agreement shall be duly licensed and qualified to provide the services furnished and shall meet all federal, state and local license and authorization requirements.

8. MCH shall, at its own cost and expense, protect, defend, indemnify and save and hold harmless Board, its schools, members, officers, administrators, employees, servants and agents, from and against all claims, damages, costs, lawsuits and expenses, including, without limitation, costs of litigation, expert fees and attorney's fees that Board, its schools, members, officers, administrators, employees, servants and agents may incur as a result of acts, omissions, or negligence of MCH, or any person or entity acting on behalf of MCH, arising in any way out of the services provided under this Agreement, provided that no such indemnification shall be required with respect to losses or liabilities to the extent that same arise by reason of the affirmative negligence of Board, its agents and assigns.

9. The parties recognize that this Agreement shall at all times be subject to applicable state, local and federal laws, rules and regulations, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA). Should such laws, rules, regulations or rulings by a court of competent jurisdiction affect in any manner any term of this Agreement, the parties agree to exercise their best efforts to revise the Agreement to ensure appropriate compliance. Should the parties be unable to agree to amend the Agreement within 30 days following notice of one party to the other of the potential invalidity, either party may terminate this Agreement immediately upon written notice to the other party.

10. MCH and Board acknowledge and agree that MCH, and any agent, employee or health care services provider provided by MCH hereunder, shall be at all times under this Agreement an independent contractor and not an employee or agent of Board, and nothing contained herein shall be construed to place the parties in the relationship of employer-employee, principal-agent, partners, or a joint venture, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.

11. Any notices required hereunder shall be in writing and hand-delivered or delivered by overnight courier or by registered mail to the parties at the following addresses:

Commonwealth Health Corporation, Inc.  
d/b/a Med Center Health  
Attention: Executive Vice President  
800 Park Street  
Bowling Green, KY 42101

Simpson County Board of Education

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12. This Agreement contains all the terms and conditions agreed upon by the parties to this Agreement, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part of it shall have any validity or bind the parties to this Agreement.

13. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege.

14. MCH shall not subcontract or assign its duties under this Agreement without the prior written consent of Board.


15. If any paragraph, clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulations or ruling by any tribunal of competent jurisdiction, that section, clause or provision shall be null and void, and the remainder of this Agreement shall be considered to have terminated as of the date on which the provision was rendered invalid or unenforceable.

16. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of the parties and that this Agreement has been authorized by the parties.

17. This Agreement cannot be modified except by another written instrument executed by both parties. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement.

COMMONWEALTH HEALTH CORPORATION, INC.  
d/b/a MED CENTER HEALTH

By:   
Title: Executive Vice President

SIMPSON COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## ***EXHIBIT A***

### **Services Provided**

Acute and Chronic Illness Screenings  
Acute and Chronic Treatments in conjunction with Primary Care Provider direction  
Vision and Hearing Screenings  
Lice Screenings for individual students  
Well Child Exams for students  
Limited immunizations  
Referrals to other providers as appropriate  
Health education  
School staff training for medication administration  
Management of children with special health needs such as diabetes, glucagon and epipens  
Provide necessary information needed for health services for student individualized education plans  
Consult with appropriate staff on student health issues during field trip events  
Other services as mutually agreed in writing

### **Staff Provided**

Med Center Health will provide a licensed nurse for each Simpson County school during such times the school is in session. Board agrees to compensate Med Center Health in the amount of \$10,000 per school per contract year, billed quarterly.

## ***EXHIBIT B***

### **Equipment Provided**

Med Center Health will provide equipment necessary to perform the services required by the parties' agreement.