

SERVICE AGREEMENT

THIS AGREEMENT is made, by and between **BAPTIST HEALTH MEDICAL GROUP, INC. d/b/a BAPTIST HEALTH OCCUPATIONAL MEDICINE** (hereinafter "**BHMG**") and **ELIZABETHTOWN BOARD OF EDUCATION** (hereinafter "**EBE**").

W I T N E S S E T H:

WHEREAS, Company needs the services of BHMG to provide occupational medicine services to its employees and potential employees, including but not limited drug testing, specimen collection, biometric screening, and/or immunization services (hereinafter collectively "**Services**"); and

WHEREAS, BHMG has the equipment and personnel to perform the Services and can provide the aforementioned Services to Company; and

WHEREAS, BHMG and Company have agreed to a compensation arrangement that reflects a reasonable charge for the Services provided to Company and similarly provides reasonable compensation to BHMG; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with BHMG agreeing to provide Services to Company during the term of this agreement.

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

1. **Services.** BHMG agrees to provide Services to Company employees and potential employees upon Company's request and provided that the person upon whom Services is to be performed consents to such Services.
2. **Term and Termination.** This Agreement shall be effective for a one-year term beginning the 1st day of June 2025. Thereafter, this Agreement may be renewed for additional one-year terms by mutual written agreement of the parties. Either party may terminate this Agreement with or without cause, at any time, upon thirty (30) days' written notice.
3. **Compensation.** BHMG shall bill Company for services performed pursuant to this Agreement in accordance with the schedule of charges set forth on **Exhibit A** attached hereto and incorporated herein.
4. **Qualifications and Representations.** BHMG represents and warrants that: (1) it, as well as its physicians, if any, have any and all licenses necessary to do business in the Commonwealth of Kentucky; (2) it has appropriate equipment and personnel to perform the Services and interpret same; and (3) it, nor its employees or agents providing Services hereunder are and at no time have been sanctioned, debarred, suspended or excluded or proposed for sanctions, debarment, suspension or exclusion by any federally funded health

care program, including Medicare and Medicaid. In the event that BHMKG is sanctioned, debarred, suspended or excluded from participation in any federally funded health care program during the term of this Agreement, or if it any time after the effective date of this Agreement it is determined that BHMKG is in breach of this paragraph, then this Agreement shall, as of the effective date of such sanction, debarment, suspension, exclusion or breach, automatically terminate.

5. **Insurance.** BHMKG, at its own expense, shall maintain liability insurance coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.
6. **Indemnification.** BHMKG shall indemnify and hold Company harmless from and against any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused or asserted to have been caused by the negligence of BHMKG, its agents, servants or employees. Company shall indemnify and hold BHMKG harmless from and against any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused or asserted to have been caused by the negligence of Company, its agents, servants, or employees.
7. **Confidentiality.** BHMKG shall maintain the confidentiality of and safeguard all confidential information of Company, including without limitation, patient information, medical records, patient identifiers, policies, and procedures (collectively referred to as “**Confidential Information**”), and shall not disclose such Confidential Information or make it available to any person, or use it in any way other than as contemplated by this Agreement or the Health Insurance Portability and Accountability Act of 1996, if applicable. BHMKG shall further report to Company any use or disclosure of Confidential Information that it becomes aware of and is not authorized by this Agreement.
8. **Assignment.** Neither party to this Agreement shall assign or transfer this Agreement without the express written consent of the other party.
9. **Notices.** Any notice required or permitted to be given by this Agreement will be in writing and will be deemed given at the time it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

Company:

Elizabethtown Board of Education
219 Helm Street
Elizabethtown, KY 42701
Attn: Director of Finance

BHMG: Baptist Health Medical Group, Inc.
d/b/a Baptist Health Occupational Medicine
1901 Campus Place
Louisville, KY 40299
Attn: President

Copy to: Baptist Healthcare System, Inc.
1901 Campus Place
Louisville, KY 40299
Attn: Vice President and Chief Legal Officer

10. **Access to Books and Records.** BHMG agrees that until the expiration of three (3) years after the furnishing of the Services to be provided under this Agreement BHMG shall make available to Company all books, documents and records that relate to cost reimbursement or performance of Services provided to Company.
11. **Entire Agreement.** This constitutes the full and complete Agreement by and between the parties with respect to the matters hereinabove set forth and all oral agreements and/or discussions are merged herein and are null and void to the extent they are in conflict herewith and no changes, shall be made in the terms and conditions of this Agreement unless in writing and signed by both parties.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. The parties hereto consent to the jurisdiction of the courts of Jefferson County, Kentucky and the United States District Court, Western District of Kentucky, at Louisville with respect to any dispute arising out of this Agreement, and hereby waive any objection to the jurisdiction of, or the venue of any action instituted, in such courts.
13. **Status as Independent Contractor.** BHMG is and at all times shall be an independent contractor supplying the services hereunder. As an independent contractor, BHMG is not entitled to wages or to participate in other Company employee benefit programs such as medical insurance and workers compensation. Company shall have no responsibility with respect to withholding any taxes of any nature from the amounts to be paid by Company to BHMG hereunder, nor for the acquisition of workers compensation insurance or any other insurance with respect to BHMG or its employees, nor for the payment of any items commonly referred to as "payroll taxes" including, without limitation, unemployment compensation taxes, F.I.C.A. taxes, etc. BHMG specifically warrants and represents that all such items are BHMG's responsibility as an independent contractor rendering services

hereunder and Company is only responsible for the payment of compensation as hereinabove provided. If the Internal Revenue Service determines that BHMG is not an independent contractor, but instead an employee of Company, then BHMG agrees to indemnify the Company for any amounts owed by the Company and payable to the Internal revenue Service as withholdings on taxable wages. It is specifically understood that Company is only interested in the results to be achieved by BHMG under the terms of this Agreement, and BHMG is responsible for the details of such services, the method, manner, procedures and means by which such services are rendered, subject to the limitations otherwise set forth in this Agreement. BHMG as an independent contractor is free to contract with any other entity requiring services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

BAPTIST HEALTH MEDICAL GROUP, INC.

ELIZABETHTOWN BOARD OF EDUCATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

COMPENSATION FOR SERVICES

Physical Examination	\$80.00
DOT Physical Examination	\$80.00
TB Skin Test	\$30.00
DOT Drug Screen	\$60.00
Hepatitis B	\$104.00 per injection
Hepatitis B Titer	\$47.00
Breath Alcohol Test	\$50.00
Student Athlete Drug Screen – 9 panel with Narcotics	\$45.00
Observation of Drug Screen	\$25.00 per observation