

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



## **SCHOOL-BASED SATELLITE CLINIC AGREEMENT**

**THIS SATELLITE CLINIC AGREEMENT** (the “**Agreement**”), is made and entered into by and between **THE BOARD OF EDUCATION OF HARDIN COUNTY SCHOOLS, KENTUCKY** (the “**District**”), as defined in **Attachment A**, and **CUMBERLAND FAMILY MEDICAL CENTER, INC.** (“**CFMC**”), with an address of P.O. Box 2399, 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 multiple counties across the Commonwealth of Kentucky;

**WHEREAS**, CFMC has determined that in furtherance of its mission to provide health and specialty care in Kentucky it desires to operate an on-site health clinic to provide 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 on-site health care services. The District currently provides educational services to its students, with the current student enrollment noted in **Attachment A**;

**WHEREAS**, previously the Kentucky Department of Public Health provided limited employee health screenings and treatment services at Kentucky schools via registered nurses, but the reduction of funding to the Kentucky Department of Public Health has reduced the availability of those services to employees and students;

**WHEREAS**, CFMC Clinic medical providers offer both on-site and telehealth medical 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. Medical providers 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**, CFMC Clinic dental providers offer on-site dental services in the form of preventative and restorative oral health care, including but not limited to, screening, cleaning, comprehensive exams, fluoride treatment, x-rays, fillings, extractions, and application of sealants. Dental providers also have the capability to, upon request, provide preventative oral health education and information to District students and staff;

**WHEREAS**, CFMC Clinic behavioral health providers offer both on-site and telehealth behavioral health services including but not limited to: mental health crisis assessment, individual, group and family therapy for conditions such as depression, anxiety, adjustment difficulties, stress-related issues, trauma exposure, grief and loss, separation anxiety, and other disorders of infancy, childhood and adolescence. Behavioral health providers also have the capability to, upon request, provide behavioral health education and information to District students and staff;

**WHEREAS**, CFMC Clinic optometry providers offer on-site optometry services in the form of comprehensive exams, including but not limited to visual acuity, refraction, and dilation. Optometry providers also have the capability to, upon request, provide health education and information to District 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 medical, dental, behavioral health, and optometry services through its Clinics;

**WHEREAS**, CFMC school-based Clinics provide essential medical, dental, behavioral health, and optometry services to students and staff, including but not limited to preventive care, age-appropriate screenings, immunizations, treatment of acute illnesses and injuries, first aid, medication administration, crisis response, counseling, health education programs, and other related services;

**WHEREAS**, CFMC school-based Clinics also 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;

**WHEREAS**, the District recognizes the benefit of the expanded scope of health services provided through on-site or telehealth care by licensed independent practitioners, including but not limited to physicians, physician assistants, nurse practitioners, dentists, clinical social workers, clinical counselors, and optometrists;

**WHEREAS**, the District has determined that access to these services offers significant benefits for both students and staff and has therefore entered into this Agreement to support that objective.

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

1. Clinic.

1.1. Commencing on the Effective Date and during the term of this Agreement, CFMC will operate on-site health care clinics as licensed extension sites of its primary care center and federally qualified health care center. The Clinics shall be operated at the locations specified in **Attachment A** and will provide health care to District students and employees, as well as the public, pursuant to this Agreement.

2. Staffing of Clinic.

2.1. Staffing of Medical Clinic. In the event the District elects to engage CFMC to provide medical services at the Clinic, as set forth in Section 3.3.1 ("Medical Services") of this Agreement, CFMC shall undertake the responsibility of staffing the Clinic accordingly. CFMC shall staff the Medical Clinics, in person or via telehealth, with a Nurse Practitioner or Physician Assistant, a licensed nurse or trained medical assistant, and any additional personnel CFMC deems necessary for the proper operation of the Clinic. CFMC shall provide all supervision required for the delivery of patient care and the performance of Clinic services, including, but not limited to, ensuring the availability of a collaborating Physician for consultation with the Nurse Practitioner or Physician Assistant.

2.1.1. School Nurse. The Clinic shall be staffed with an on-site school nurse (the "**School Nurse**"), who may be employed or contracted by either CFMC or the District. The School Nurse shall

be responsible for such tasks including, but not limited to, conducting preliminary nursing assessments, administering first aid, treating non-complex medical conditions, and administering medications and vaccinations, all within the scope of his or her professional licensure and in accordance with applicable laws and regulations. The School Nurse shall also be responsible for establishing and maintaining accurate and up-to-date student health records and reports using both Infinite Campus and CFMC's electronic health record system. Additionally, the School Nurse shall implement educational and counseling activities as determined by the District and approved by CFMC. Regardless of employment status, the School Nurse shall operate under the supervision and direction of CFMC and in accordance with all applicable CFMC policies and procedures.

2.1.1.1. School Nurse Financial Responsibility. In consideration of the services rendered by School Nurses, the District, CFMC, or both parties may assume responsibility for the salary and benefit costs associated with such personnel, as set forth in **Attachment B** to this Agreement. All such financial obligations shall be based on the actual costs incurred and allocated in accordance with the terms outlined in **Attachment B**. Unless otherwise expressly agreed in writing by both CFMC and the District, the salary and benefit amounts set forth in **Attachment B** shall remain fixed and in effect for the duration of this Agreement. Invoices shall be issued pursuant to the billing schedule specified in **Attachment B**. Payments shall be made in monthly installments, in arrears, within thirty (30) days of receipt of an invoice from the invoicing party. Additionally, CFMC may provide a stipend to eligible School Nurses in connection with their performance of additional duties related to the implementation of Expanded Telehealth Services within the Clinic, as set forth in **Attachment C**. Eligibility for such stipend shall be determined solely by CFMC and shall be contingent, in part, upon the School Nurse's continued compliance with applicable program requirements, as periodically evaluated by CFMC. In the event the District utilizes more than ten (10) Non-Traditional Instruction (NTI) days during the school year, **Attachment B** shall be adjusted to reflect revised amounts based on the hours actually worked by the School Nurse during such NTI days, as approved by CFMC. Further, if School Nurse hours deviate from the projected amounts in the addendum for any other reason, a reconciliation of actual versus proposed costs shall occur at the end of each quarter.

2.1.2.UAP. The District must assign at least three (3) District employees who will obtain Unlicensed Assistive Personnel (UAP) medication training which will be provided by CFMC staff.

2.2. Staffing of Dental Clinic. In the event the District elects to engage CFMC to provide dental services at the Clinic, as set forth in Section 3.3.2 ("Dental Services") of this Agreement, CFMC shall undertake the responsibility of staffing the Clinic accordingly. CFMC shall staff the Mobile Dental Clinic with a Dentist and/or Dental Hygienist, as well as any additional personnel CFMC deems necessary for the proper operation of the Clinic.

2.3. Staffing of Behavioral Health Clinic. In the event the District elects to engage CFMC to provide behavioral health services at the Clinic, as set forth in Section 3.3.3 ("Behavioral Health Services") of this Agreement, CFMC shall undertake the responsibility of staffing the Clinic accordingly. CFMC shall staff the Behavioral Health Clinic with a licensed behavioral health professional, including but not limited to a Licensed Clinical Social Worker, Licensed Professional Clinical Counselor, Clinical Social Worker, or Licensed Professional Counselor Associate. In addition, CFMC shall staff the Clinic with case managers and any other personnel it deems necessary for the proper operation of the Clinic.

- 2.4. Staffing of Optometry Clinic. In the event the District elects to engage CFMC to provide optometry services at the Clinic, as set forth in Section 3.3.4 (“Optometry Services”) of this Agreement, CFMC shall undertake the responsibility of staffing the Clinic accordingly. CFMC shall staff the Mobile Optometry Clinic with an Optometrist or Ophthalmologist, an optometry technician, and any additional personnel CFMC deems necessary for the proper operation of the Clinic.
- 2.5. Hereinafter, “**Clinic Staff**” shall refer to all CFMC personnel assigned to the operation of the Clinic, including the Medical Clinic, Mobile Dental Clinic, Behavioral Health Clinic, and Mobile Optometry Clinic.
- 2.6. CFMC shall ensure that all Clinic Staff are duly licensed, registered, and/or certified, as applicable, by the Commonwealth of Kentucky, and remain in good standing with the appropriate state licensing board(s) to the fullest extent required by law.
- 2.7. Clinic Staff shall remain employees or contractors of CFMC, as defined by those parties, and shall be subject to CFMC’s direction, supervision, discipline, and control. Clinic Staff shall not be considered employees of the District for any purpose.
- 2.8. 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.
- 2.9. Clinic Staff shall be required to complete all continuing education required by CFMC and in accordance with CFMC policies and procedures. Clinic Staff shall participate in all trainings, staff meetings, and other educational or professional development activities as required by CFMC.
- 2.10. 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 Family Educational Rights and Protection Act (“**FERPA**”) or the Kentucky Family Education Rights and Privacy Act (hereinafter collectively [“**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, letterheads, 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.
- 2.11. The District or CFMC shall have the right to request temporary or permanent removal of a Clinic Staff member or School Nurse from the Clinic if there is reasonable cause for such a request including, but not limited to, the following:
- 2.11.1. The Clinic Staff member or School Nurse is disruptive to the school’s functions;
- 2.11.2. The Clinic Staff member or School Nurse refuses to cooperate with terms set out in this Agreement;
- 2.11.3. The District or CFMC receives complaints concerning the conduct of a Clinic Staff member or the School Nurse; or

- 2.11.4. The Clinic Staff member or School Nurse is charged with a sex crime or a violent offense, including but not limited to those offenses identified in KRS 160.380(7)(a) or KRS 17.545, regardless of their status as a non-school employee, or is charged with child abuse and/or neglect.
- 2.12. CFMC shall retain sole authority over the employment, contractual status, and disciplinary actions of its Clinic Staff. However, CFMC shall give due consideration to any reasonable request by the District for the removal of a specific Clinic Staff member from Clinic operations or from representing CFMC within the District. Similarly, the District shall retain sole authority over the employment, contractual status, and disciplinary actions of any School Nurse employed or contracted by the District. However, the District shall give due consideration to any reasonable request by CFMC for the removal of a School Nurse from the operations of the Clinic.
- 2.13. In the event that a Clinic Staff member is charged with a sex crime or violent offense, including but not limited to those enumerated in KRS 160.380 or KRS 17.545, or is charged with child abuse and/or neglect, the District reserves the right to prohibit that individual from entering school property, including any designated Clinic spaces, regardless of their employment status.
- 2.14. All Clinic Staff who work on District property shall undergo state and federal criminal background checks that satisfy KRS 160.380(7). Furthermore, as required by the District, Clinic Staff shall undergo both state and national criminal history background checks conducted by the Kentucky State Police and the Federal Bureau of Investigation. In addition, the Clinic Staff member shall obtain a letter from the Cabinet for Health and Family Services confirming that no substantiated findings of child abuse or neglect exist, as determined through a background check of the child abuse and neglect registry maintained by the Cabinet. All required background checks and documentation shall be completed prior to the Clinic Staff member commencing work in the Clinic. CFMC shall warrant to the District that no Clinic Staff member with a known history of violent offenses or who has been charged with a sex crime will be assigned to work in the Clinic. Upon request, CFMC shall provide the District with the results of criminal background checks conducted on Clinic Staff. The District agrees to treat all such information as confidential and shall not disclose or distribute it to any individual or entity, except as required for legitimate school-related purposes or as mandated by subpoena, court order, or other legal process.
- 2.15. CFMC shall promptly notify the District upon becoming aware that any Clinic Staff member has been charged with a crime which, if resulting in conviction, would disqualify the individual under applicable law, regulation, or District policy from being present on school premises, including but not limited to charges of child abuse and/or neglect.
- 2.16. All Clinic Staff who work on District property shall be in compliance with KRS 17.545 and any related District policies.
3. Operation of Clinics.
- 3.1. Clinic Use. The parties acknowledge that, under Kentucky law, the District is required to use its resources solely for school-related purposes. In furtherance of this mandate, the Clinics shall: (a) operate only during the days and times designated by the District, as outlined in **Attachment A**; (b) comply with the District's school safety plan; and (c) conduct operations in a manner that does not interfere with or disrupt school activities. To support the continued alignment of Clinic operations with the District's educational mission and to demonstrate the Clinic's value to that mission, CFMC shall provide the District with aggregate data on Clinic operations, as requested and to the extent such data is available.

- 3.2. Selection and Modification of Services. The District and CFMC shall mutually agree upon the scope of services to be provided by CFMC, which may include medical, dental, behavioral health, optometry, or any combination thereof, as specified in **Attachment A**. Any changes to the scope of services must be approved in writing by both the District and CFMC.
- 3.3. Services. Clinic services shall be made available to all District students and employees. CFMC shall retain full control and exclusive responsibility for the provision of services under this Agreement to any individual at the Clinic. CFMC shall also have exclusive authority over all recordkeeping, billing, and clerical functions related to the Clinic's operations. The District acknowledges and agrees that it does not have the right to direct or control the methods or decision-making processes by which CFMC, its employees, or contractors provide services at the Clinic. Accordingly, the District makes no representations and assumes no liability regarding any aspect of the services rendered by CFMC and its employees or contractors under this Agreement.
- 3.3.1. Medical Services. In the event the District elects to engage CFMC to provide medical services at the Clinic, such services shall encompass primary and acute care services offered both on-site and via telehealth. Such services shall include, but are not limited to, preventive care, age-appropriate screenings, physical examinations, the treatment of illnesses and injuries, first aid, the prescribing and administration of medications and vaccinations, as well as educational and training services. Under no circumstances shall the District engage or permit any third-party entity, other than CFMC, to provide medical services or perform medical duties within the District, as outlined in this Agreement.
- 3.3.2. Dental Services. In the event the District elects to engage CFMC to provide dental services at the Clinic, such services shall encompass preventative and restorative oral health care including, but not limited to, screening, cleaning, comprehensive exams, fluoride treatment, x-rays, fillings, extractions, application of sealants, as well as educational and training services.
- 3.3.3. Behavioral Health Services. In the event the District elects to engage CFMC to provide behavioral health services at the Clinic, such services shall be offered both on-site and via telehealth. Such services shall include, but are not limited to, mental health crisis assessments, individual, group, and family therapy for conditions such as depression, anxiety, adjustment disorders, stress-related issues, trauma exposure, grief and loss, separation anxiety, and other childhood and adolescent disorders, as well as educational and training services.
- 3.3.4. Optometry Services. In the event the District elects to engage CFMC to provide optometry services at the Clinic, such services shall include comprehensive exams, including but not limited to visual acuity, refraction, and dilation, as well as educational and training services.
- 3.4. Billing for Services. CFMC shall have sole responsibility for all aspects of billing related to the services it provides under this Agreement to all patients. The parties acknowledge and agree that the District shall have no responsibility for such billing. CFMC shall bill for all services provided to District students and employees in accordance with its own practices, policies, and procedures, provided that consent for services has been obtained from a parent, legal guardian, or emancipated student, and in compliance with applicable state and federal law, including billing the patient's insurance for services rendered by Clinic Staff or the School Nurse. The parties further acknowledge and agree that the District shall not review or validate 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. Billing for services provided to patients who

are not affiliated with the District as students or staff shall be handled in accordance with CFMC's approved policies and procedures, as applicable.

- 3.5. Student Registration Packet. The District shall be responsible for establishing and maintaining a Student Registration Packet for each student, which shall include a description of Clinic services, the student's health history, and all requisite consent forms necessary for the provision of such services at the Clinic. The Packet shall be in a form either prepared by or otherwise acceptable to CFMC and shall include a provision authorizing the Clinic to provide treatment when: (1) Clinic-level treatment is recommended by the School Nurse, and/or (2) the parent, guardian, or emancipated student has 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 requisite consents for each student, providing copies of such signed packets to CFMC, except where consent has not been given. CFMC shall be responsible for ensuring that the necessary consent forms are on file prior to administering treatment. The Student Registration Packet shall be distributed to each student on or prior to the first day of the school year, and the District shall return the signed packets to CFMC staff in a timely manner, as such signed packets are essential to the quality of care and treatment provided to students.
- 3.6. Consent and Release of Information. Prior to the provision of any services by the Clinic to a student, staff member, or other individual, a valid consent form must be executed by the appropriate party. The appropriate party may include the parent or legal guardian of a minor, an emancipated minor, or the individual receiving services, provided the individual is of sufficient age or legal capacity to consent under applicable law. The completed consent form must be submitted to the Clinic prior to the delivery of services. In circumstances where written consent cannot reasonably be obtained, verbal consent from the appropriate party may be accepted, provided such consent is properly documented by Clinic Staff in accordance with CFMC's policies and procedures. The parties acknowledge and agree that all records created and maintained by CFMC in connection with services provided under this Agreement shall contain confidential and privileged health information, which shall be used and disclosed only in accordance with applicable federal and state laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), and CFMC's internal policies.
  - 3.6.1. Emergency Treatment. In accordance with Kentucky law, Clinic Staff are authorized to administer emergency care to a student without prior parental or guardian consent when such care is necessary to prevent serious injury or death. Reasonable efforts shall be made to notify the student's parent or legal guardian as soon as practicable following the provision of such care. Nothing in the foregoing provisions shall be construed to limit or restrict Clinic Staff from providing emergency treatment as required by applicable law. Additionally, nothing in this Agreement shall either require or prohibit CFMC employees or contractors from rendering assistance in emergency situations, consistent with their professional judgment and applicable legal obligations.
- 3.7. Use of Infinite Campus. Clinic Staff shall be granted access to the District's Infinite Campus system only upon request by CFMC administration and approval by the District. Such access shall be limited to information necessary for the provision of Clinic services, including student census data, health records, class schedules, and parent or guardian contact information. Access is granted solely for legitimate school purposes and shall be used exclusively in connection with Clinic operations, such as verifying immunizations, reviewing health information, billing, locating students, and other related services. Any access to or use of the Infinite Campus system for purposes not expressly authorized herein is strictly prohibited, unless prior written authorization is granted by the District.

3.8. 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. School Nurses shall not be required nor expected to refer students directly to the Clinic.

4. Lease of Clinic Space.

4.1. Provision of Clinic Space. The District shall provide CFMC, at no cost, with adequate space at each of the locations specified in **Attachment A** for the operation of the Clinics (“**Clinic Space**”). The Clinic Space shall be sufficient to ensure that students, staff, and other patients are able to be examined and counseled in a private and confidential manner, in compliance with applicable privacy laws. In the event the designated Clinic Space does not meet the required privacy standards under such laws, the District shall provide an alternative location that conforms to these standards.

4.1.1. Clinic Space Requirements for Medical Clinic. In the event the District elects to engage CFMC to provide medical services at the Clinic, as outlined in Section 3.3.1 (“Medical Services”) of this Agreement, the District shall provide suitable space for primary care operations at each location specified in **Attachment A**. The Clinic Space shall be equipped with at least a sink; however, both a sink and a restroom are preferred. In the event the District is unable to provide a restroom within the Clinic Space, a restroom shall be made available within a reasonable and accessible distance from the Clinic. The District shall also provide, at no cost to CFMC, all necessary utilities, computers for use by School Nurses, computer data lines, Wi-Fi for Clinic Staff, and telephone lines required for the operation of each Clinic.

4.1.2. Clinic Space Requirements for Mobile Dental Clinic. In the event the District elects to engage CFMC to provide dental services at the Clinic, as outlined in Section 3.3.2 (“Dental Services”) of this Agreement, the District shall provide suitable space for mobile dental operations at each location specified in **Attachment A**. This space shall be separate from the Clinic Space designated for the regular provision of other CFMC services, including medical and/or behavioral health services. The designated area shall be suitable for the use of portable dental equipment within the school facility. In addition, the District shall provide, at no cost to CFMC, all utilities, computer data lines, Wi-Fi access for Clinic Staff, and telephone lines necessary for the operation of each Clinic.

4.1.3. Clinic Space Requirements for Behavioral Health Clinic. In the event the District elects to engage CFMC to provide behavioral health care at the Clinic, as outlined in Section 3.3.3 (“Behavioral Health Services”) of this Agreement, the District shall provide suitable space for behavioral health services at each location specified in **Attachment A**. This space shall be separate from the Clinic Space designated for the regular provision of other CFMC services, including medical services. The designated area shall be suitable for the provision of behavioral health services in a private and confidential setting in order to protect patient privacy and prevent unauthorized disclosure of information. In addition, the District shall provide, at no cost to CFMC, all utilities, computer data lines, Wi-Fi access for Clinic Staff, and telephone lines necessary for the operation of each Clinic.

4.1.4. Clinic Space Requirements for Mobile Optometry Clinic. In the event the District elects to engage CFMC to provide optometry services at the Clinic, as outlined in Section 3.3.4 (“Optometry Services”) of this Agreement, the District shall provide suitable space for mobile optometry operations at each location specified in **Attachment A**. This space shall be separate from the Clinic Space designated for the regular provision of other CFMC services, including medical and/or behavioral health services. The designated area shall be suitable for

the use of portable optometry equipment within the school facility. In addition, the District shall provide, at no cost to CFMC, all utilities, computer data lines, Wi-Fi access for Clinic Staff, and telephone lines necessary for the operation of each Clinic.

- 4.2. Access and Use of Clinic Space. Clinic Staff shall have access only to the Clinic Space and other areas of the school buildings as reasonably necessary and approved by the school principal. While on District premises, all CFMC employees and contractors shall comply with applicable District and school-specific rules and policies. CFMC may install signage at the Clinic and within the school premises, subject to the District's prior approval.
  - 4.3. Equipment in Clinic Space. CFMC shall be responsible for providing all equipment and supplies necessary to operate the Clinic, except as otherwise expressly provided in this Agreement. CFMC shall notify the District in writing of any CFMC-owned equipment that is not to be handled or disturbed by District personnel, including but not limited to custodial or maintenance staff, and the District shall ensure that its employees comply with such instructions. The District shall be solely responsible for performing routine repairs and maintenance of the Clinic Space; however, the District shall have no obligation to repair, maintain, or service any equipment owned by CFMC. CFMC and its employees or representatives shall not use District equipment, data lines, or telephone lines for illegal, illicit, or sexually explicit purposes, or in any manner that may damage District property or compromise the security, privacy, or well-being of District data, students, or staff.
  - 4.4. Maintenance of Clinic Space. The District shall be solely responsible for performing routine repairs and maintenance of the Clinic Space. It shall also provide custodial personnel and furnish regular janitorial services, including but not limited to cleaning floors, surfaces, windows, restrooms, and removing trash, in accordance with a schedule established by the District. CFMC shall be solely responsible for the handling and removal of contaminated waste, which shall be stored in a properly labeled and designated container; under no circumstances shall such waste be handled by the District or its employees.
  - 4.5. Approval by the Kentucky Department of Education. The District shall be responsible for obtaining any necessary approval from the Kentucky Department of Education to lease Clinic space to CFMC. Neither party shall be deemed in breach of this Agreement if: (a) the Department of Education denies the District's request for approval of the lease of Clinic space; or (b) any previously granted approval is subsequently rescinded by the Department at any time.
5. Interaction of Clinic and District's School.
- 5.1. Compliance with District Policies and Procedures. Recognizing that the Clinic(s) will be located on District property, CFMC agrees that Clinic Staff shall, to the extent reasonably practicable, comply with applicable District policies and procedures and shall cooperate and coordinate with the District to facilitate their implementation. The District shall provide CFMC with copies of all current policies and procedures that Clinic Staff are expected to follow and shall conduct annual orientation(s) for Clinic Staff regarding such policies and procedures. Nothing in this Agreement, including CFMC's agreement to reasonably cooperate with and honor District policies and procedures, shall be construed to confer upon any CFMC employee or contractor the status or rights of a District employee, nor shall it require CFMC or its personnel to act in a manner that is inconsistent with CFMC's own approved policies, procedures, or governing obligations. The parties further acknowledge and agree that the District's remedies for any failure by Clinic Staff to comply with District policies and procedures shall be limited to: (a) requesting the removal of

the specific Clinic Staff member from the Clinic; (b) exercising its rights under this Agreement, including the right to terminate; and (c) seeking compensatory damages, if applicable.

- 5.2. District School Nurse Staff. If the District employs or contracts with School Nurses, such personnel shall be subject to and shall comply with the provisions set forth in Section 2.1.1 (“School Nurse”) of this Agreement. All School Nurses, regardless of employer, shall operate under the clinical supervision of CFMC as Medical Director, and shall adhere to CFMC’s applicable policies, procedures, and standing orders. The day-to-day duties of such personnel shall be directed by CFMC, and any additional responsibilities requested by the District must be approved in advance by CFMC. School Nurses shall be required to participate in all CFMC-mandated trainings, staff meetings, and professional development activities, the scheduling and location of which shall be determined solely at CFMC’s discretion. Noncompliance with these requirements may result in a written request by CFMC for the removal of the School Nurse from Clinic operations.
- 5.3. Discharge of Students from School. Clinic Staff shall not have the authority to discharge any student from school. The sole authority to release a student from school rests with designated school officials at each school site. If, in the professional judgment of a qualified member of the Clinic Staff, it is determined that a student should be sent home or referred for additional treatment, the Clinic Staff member shall provide a written recommendation to the appropriate school official, who shall make the final decision regarding the student’s release.
- 5.4. 504 Disability Services. The District shall not rely on CFMC to provide services under Section 504 of the Rehabilitation Act, the Individuals with Disabilities Education Act (IDEA), or any other services the District is legally obligated to provide pursuant to a student’s individualized educational plan, unless such services are expressly addressed in a separate written agreement between the parties or by a written addendum to this Agreement. CFMC shall not be responsible for providing one-on-one care to students with advanced medical or behavioral needs. In such cases, the District shall remain solely responsible for securing and providing any specialized or individualized care required by the student, independent of CFMC Clinic Staff.
6. Term.
  - 6.1. Term. Unless otherwise terminated in accordance with this section, this Agreement shall be for a term of one (1) year, commencing on the Effective Date set forth in **Attachment A**.
  - 6.2. Termination without Cause. Either party may terminate this Agreement without cause by providing the other party with no less than sixty (60) calendar days’ prior written notice.
  - 6.3. 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 remain in full force and effect. If the breach is not cured within thirty (30) days of receipt of the notice, the Agreement shall terminate at the conclusion of that period, unless the parties mutually agree in writing to extend the cure period.
  - 6.4. Immediate Termination. This Agreement may be terminated immediately for any of the following reasons:

- 6.4.1. By the District, in the event CFMC fails, for any reason, to obtain or maintain all licenses and certifications necessary to operate the Clinic and/or fulfill its obligations under this Agreement.
- 6.4.2. By the District, upon the cancellation of CFMC's professional and/or general liability insurance required by this Agreement.
- 6.4.3. By either party, upon the other party's assignment of this Agreement without consent, as prohibited by this Agreement.
- 6.4.4. By the District, upon CFMC's insolvency, placement in receivership, or general assignment for the benefit of its creditors.
- 6.4.5. By the District, in the event CFMC dissolves or ceases activity to carry on business.
- 6.4.6. By the District, if CFMC commits any act of misrepresentation, fraud, theft, embezzlement, or similar malfeasance.
- 6.4.7. By the District, in the event CFMC violates any applicable federal or state statutes, regulations, rules, or codes of professional conduct, where such violation materially impairs CFMC's ability to provide healthcare services at the Clinic in accordance with accepted standards of care.
- 6.4.8. By either party, if it would be subject to civil or criminal liability for continued performance under this Agreement.
- 6.4.9. By the District, if the Kentucky Department of Education either denies or rescinds approval of the lease as addressed in this Agreement.
- 6.4.10. By CFMC in the event of a National, State, or Local emergency, pandemic, disaster, human result, or any act of God that may or will impact CFMC financially and/or operationally.
- 6.5. Consequences of Termination. In the event of termination of this Agreement for any reason, each party shall, to the extent reasonably feasible, return to the other party all property and confidential information, including all copies thereof, that was received pursuant to or in contemplation of this Agreement within thirty (30) business days of the termination date. If return of such property or information is not reasonably feasible, the receiving party shall, within the same thirty (30) business day period, securely destroy all such materials in its possession, custody, or control, and shall certify such destruction in writing to the disclosing party, unless such destruction is prohibited by applicable federal or state law. Notwithstanding the foregoing, the parties acknowledge and agree that this provision does not apply to protected health information, and that documentation related to services rendered must be retained for the minimum period required by applicable law, CFMC policies and procedures, and payor requirements.
- 6.6. 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.

## 7. Confidentiality.

7.1. Patient Records and Confidentiality of Protected Health Information. CFMC and the District acknowledge and agree to maintain the confidentiality, privacy, and security of all patient and student records in compliance with applicable federal and state laws and regulations.

7.1.1. CFMC Responsibilities. CFMC shall establish and maintain appropriate policies and procedures to safeguard the privacy and security of patient health information in accordance with the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health Act, and all other applicable federal and state laws and regulations, including, but not limited to, the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules. All CFMC patient records, including those associated with District students or employees who receive services at the Clinic, shall be created, maintained, stored, archived, and destroyed in accordance with CFMC’s policies and procedures, as may be amended from time to time. CFMC represents that it will maintain access to health records for District students and employees currently receiving care at the Clinic, and that records for Clinic patients who are not affiliated with or employed by the District may be requested through CFMC’s Health Information Department. All health records created by CFMC in the course of providing services to District students and employees shall be the property of CFMC. Standard forms required by the Kentucky Department of Education and initiated by the District that are customarily maintained in a student’s education record shall not be considered health records and shall remain the property of the District.

7.1.2. District Responsibilities. As an educational institution, the District shall maintain educational records in compliance with the Family Educational Rights and Privacy Act (“**FERPA**”), the Kentucky Family Education Rights and Privacy Act, and all applicable implementing regulations, policies, and procedures (collectively, “**FERPA**”). The District shall disclose protected education records and other information in its custody or control to CFMC and its staff only to the extent permitted by FERPA and other applicable laws. CFMC staff shall be granted access to the District’s Infinite Campus system solely for legitimate educational purposes, as defined in Section 3.7 (“**Use of Infinite Campus**”) of this Agreement and in the District’s FERPA Annual Notification of Rights. All documentation entered into Infinite Campus shall be the property of the District. The District shall also ensure physical security of the Clinic facilities during periods when CFMC staff are not present, in order to safeguard all confidential information stored onsite.

7.1.3. Mutual Understanding. Each party agrees that nothing in this Agreement shall be construed to waive or modify its obligations under HIPAA, HITECH, FERPA, or any other applicable federal or state law governing confidentiality and data protection. The District further acknowledges that health records maintained by CFMC are confidential and shall not seek access to such records or the information contained therein, except as permitted by applicable law.

7.2. Third-Party Information Requests. CFMC has made significant investments in developing and operating efficient and effective Clinics for the benefit of the District’s students, staff, and community. To protect any confidential, proprietary, or otherwise sensitive information relating to CFMC or the Clinics, the District shall promptly notify CFMC of any request it receives from a third party for access to CFMC-related documents, contracts, communications, or data, including but not limited to requests made under public records laws. Upon receiving such a request, the District shall provide CFMC with immediate notice and no less than one (1) business day to assess the request and identify any information it considers confidential or proprietary. If the District disagrees with CFMC’s designation of such information, CFMC shall bear the

responsibility for seeking appropriate legal relief to prevent disclosure. The District agrees not to release the requested information until CFMC has had a reasonable opportunity to confer with legal counsel and take action, if necessary.

8. Insurance and Indemnification.

8.1. Liability Insurance. The parties acknowledge that CFMC's professional liability coverage is currently provided pursuant to the Federal Tort Claims Act ("FTCA"), and that such coverage extends to all CFMC Clinic Staff providing services under this Agreement. Upon request, CFMC shall furnish the District with a copy of its current FTCA deeming notice, as issued by the applicable federal agency. In the event CFMC ceases to be deemed eligible for FTCA coverage for any reason, CFMC shall, at its sole expense, obtain and maintain professional liability insurance, including occurrence-based coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, covering the acts and omissions of Clinic Staff in connection with the performance of services under this Agreement. In such event, CFMC shall also provide the District with a certificate of insurance or other satisfactory evidence of coverage upon the District's request.

8.2. Indemnification. CFMC agrees to indemnify and hold harmless the District and its employees from and against any and all liabilities arising out of or related to the acts or omissions of CFMC, its employees, agents, or contractors in connection with the operation of the Clinic, including, without limitation, any liability associated with CFMC's use of the CFMC School-Based Satellite Clinic name. Notwithstanding the foregoing, the parties acknowledge and agree that CFMC is neither authorized nor obligated under this Agreement to indemnify the District for any claims or liabilities that are subject to coverage under the FTCA, and nothing herein shall be construed as an attempt to create such an obligation.

8.3. Further. CFMC shall promptly notify the District in writing of any instance of non-compliance or other circumstances that would result in CFMC, or any of its employees, agents, or contractors, no longer being covered under the FTCA.

9. Compliance with Laws and Regulations.

9.1. No Remuneration for Referrals. The parties agree that no payment, compensation, or other form of remuneration shall be made by either party to the other for referrals of patients or for arranging the provision of any item or service, except as expressly set forth in this Agreement. CFMC shall not offer, pay, solicit, or receive, directly or indirectly, any remuneration in exchange for the referral of patients or the furnishing of items or services for which payment may be made, in whole or in part, by a governmental health care program or payor, or that would otherwise violate any applicable federal or state law or regulation.

9.2. Licensure and Certification. CFMC shall be solely responsible for obtaining and maintaining all licenses, permits, certifications, and other authorizations required under applicable law for the lawful operation of the Clinics and the provision of services by Clinic Staff. CFMC shall notify the District in writing within a reasonable period of time upon becoming aware that any such license or certification, whether held by CFMC or by any member of the Clinic Staff, has been suspended, revoked, subjected to disciplinary action, or allowed to lapse.

9.3. Compliance with Applicable Laws. CFMC shall comply with all applicable federal, state, and local laws, regulations, and administrative rules in the operation of the Clinics and in its interactions with District students, employees, and visitors. This includes, but is not limited to, the Americans

with Disabilities Act (ADA), the Kentucky Civil Rights Act (KRS Chapter 344), the Health Insurance Portability and Accountability Act (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (HITECH), where applicable. CFMC shall also comply with all applicable provisions of the Occupational Safety and Health Act (OSHA) in connection with the maintenance and operation of Clinic Space, including the posting of required notices and signage. CFMC further affirms that it will comply with all mandatory reporting requirements and shall ensure that its staff are appropriately trained to uphold such obligations.

10. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. Any assignment or attempted assignment without such consent shall be null, void, and of no effect.
11. Parties in Interest. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.
12. Waiver. The waiver by either party of any breach of any provision of this Agreement shall not be deemed a waiver of any preceding or subsequent breach of the same or any other provision, nor shall any such waiver constitute a continuing waiver.
13. Notices. All notices required or permitted under this Agreement shall be in writing and delivered to the parties using one of the following methods: (a) certified or registered U.S. Mail, postage prepaid, return receipt requested; (b) a nationally recognized overnight delivery service such as Federal Express or another comparable courier; or (c) personal delivery. The effective date of any notice shall be the date indicated by the postmark or delivery confirmation, or, in the case of personal delivery, the date on which delivery is made. Notices shall be sent to the designated contact persons identified in Section 13.1 ("Designated Primary Contact Persons") of this Agreement.
  - 13.1. Designated Primary Contact Persons. The District's primary contact person for purposes of communication under this Agreement shall be as noted in **Attachment A**. The primary contact person for CFMC shall be:

Eric Loy, MD  
Chief Executive Officer  
Cumberland Family Medical Center, Inc.  
P.O. Box 2399  
Russell Springs, KY 42642

Either party may change its designated primary contact person by providing written notice to the other party in accordance with Section 13 ("Notices") of this Agreement.

14. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect as if the invalid, illegal, or unenforceable provision had never been included. It is the intention of the parties that, if any provision of this Agreement can be interpreted in two ways, one of which would render it invalid and the other valid, the provision shall be interpreted in a manner that renders it valid and enforceable to the fullest extent permitted by law.
15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

16. Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights, benefits, or remedies upon any person or entity other than the District and CFMC, nor shall any third party be deemed a beneficiary of this Agreement.
17. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Unless otherwise required by law, the Circuit Court of the county in which the District is located shall have exclusive jurisdiction and venue over any legal action, claim, or dispute arising out of or related to this Agreement, including its enforcement. The parties further agree that either upon the written request of either party made prior to the initiation of any legal action, or by agreed order after an action has been filed and answered, they shall submit the matter to mediation. Such mediation shall be conducted by a mediator mutually selected by the parties, or, if the parties are unable to agree, by a mediator appointed by the Circuit Court. The cost of mediation shall be shared equally by the parties.
18. Headings. The section and paragraph headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning or interpretation of any provision of this Agreement.
19. Entire Agreement and Modifications. This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous agreements, representations, or communications, whether oral or written, relating to the subject matter herein. This Agreement may be amended or modified only by a written instrument signed by both parties. Any waiver of a covenant, representation, warranty, or other provision of this Agreement must also be in writing and signed by the party against whom the waiver is to be enforced. No waiver granted in any one instance shall be deemed a continuing waiver or a waiver of any other provision or instance. In the event the District receives funding through a state, federal, or private grant or endowment that directly relates to or impacts the operation of the Clinics, the parties agree to work together in good faith to amend this Agreement as necessary to comply with the terms and conditions of such funding.

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

**The Board of Education of Hardin County  
Schools, Kentucky (“District”)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Cumberland Family Medical Center, Inc. (“CFMC”)**

By: \_\_\_\_\_  
Name: Eric Loy, MD  
Title: Chief Executive Officer  
Date: \_\_\_\_\_