

**PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”)** is made and entered into by and between **BAPTIST HEALTH MEDICAL GROUP, INC.** (hereinafter referred to as **"Baptist"**); and **MCCRACKEN COUNTY PUBLIC SCHOOLS** (hereinafter referred to as **"MCPS"**).

**WITNESSETH:**

**WHEREAS**, Baptist is a Kentucky nonprofit corporation that provides professional medical services through its employed physicians and clinical practitioners in furtherance of Baptist’s charitable mission and with the expectation of providing a community benefit by fulfilling the health care needs of those served by Baptist; and

**WHEREAS**, MCPS is a Kentucky public school system, which operates preschool, elementary, middle, and high schools located throughout Paducah and West Paducah, Kentucky; and

**WHEREAS**, MCPS provides facilities to health care providers to maintain student health care clinics where MCPS students have access to certain student health services, including but not limited to primary care health services; and

**WHEREAS**, MCPS desires to provide facilities for Baptist to provide primary care health services at Reidland Intermediate School for the benefit of students, faculty and families of Reidland Intermediate School, Reidland Elementary School and Reidland Middle School (collectively referred to as **"Reidland Schools"**); and

**WHEREAS**, MCPS desires to provide facilities for Baptist to provide primary care health services at Lone Oak Elementary School for the benefit of students, faculty and families of Lone Oak Elementary School, Hendron Lone Oak Elementary, Lone Oak Middle School and Lone Oak Intermediate School (collectively referred to as **"Lone Oak Schools"**); and

**WHEREAS**, the parties desire to provide a full statement of their understanding in connection with Baptist providing primary care health services during the term of this Agreement to the students, faculty and families of MCPS.

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

1. **Scope of Responsibilities.**

A. **Baptist Services at Reidland Schools.**

1. Baptist, at Baptist's expense, shall outfit space provided and designated by MCPS on the campus of Reidland Intermediate School in order to operate a primary care health services school clinic consisting of a registration area, and an exam room beginning with the start of the 2016-2017 school year ("**Reidland Clinic**").

2. At the expense of Baptist, Baptist shall provide qualified personnel to staff the Reidland Clinic during all open clinic hours of the Reidland Clinic. Baptist and MCPS will mutually agree upon the hours and associated staffing for the Reidland Clinic in order to accommodate the needs of students, faculty and families.

3. Upon appropriate consent and/or authorization, Baptist shall provide the following non-emergent and non-invasive primary health care services at the Reidland Clinic to students, faculty and their families of the Reidland Schools during the open hours of the Reidland Clinic:

- A. Flu vaccines and immunizations;
- B. Well child checks;
- C. School and sports physicals;
- D. Acute care (sick visits);
- E. Health education and promotion, including periodic free after-hours health

activities for MCPS's community, including screenings to check blood pressure, cholesterol, blood sugar; and informational sessions on health issues, such as obesity and smoking;

F. Access to the Baptist Health Network of providers and facilities, including Baptist Health Paducah, Prime Care, Emergency Department, and specialists; and

G. Access to wellness services such as biometric screenings and smoking cessation programs for employees of MCPS.

4. Baptist will bill separately for services provided at the Reidland Clinic and there will be no charge to MCPS for services rendered by Baptist at the Reidland Clinic. Baptist will accept all insurance, including Medicaid, and will bill for copays or private pay. Baptist will not deny treatment to any patient based upon an inability to pay.

B. **Baptist Services at Lone Oak Schools.**

1. Baptist, at Baptist's expense, shall outfit space provided at a location within Lone Oak Elementary School, such location to be determined by MCPS, in order to operate a primary care health services school clinic consisting of a registration area, and an exam room ("**Lone Oak Clinic**").



2. At the expense of Baptist, Baptist shall provide qualified personnel to staff the Lone Oak Clinic during all open clinic hours of the Lone Oak Clinic. Baptist and MCPS will mutually agree upon the hours and associated staffing for the Lone Oak Clinic in order to accommodate the needs of students, faculty and families.

3. Upon appropriate consent and/or authorization, Baptist shall provide the following non-emergent and non-invasive primary health care services at the Lone Oak Clinic to students, faculty and their families of the Lone Oak Schools during the open hours of the Lone Oak Clinic:

- A. Flu vaccines and immunizations;
- B. Well child checks;
- C. School and sports physicals;
- D. Acute care (sick visits);
- E. Health education and promotion, including periodic free after-hours health activities for MCPS's community, including screenings to check blood pressure, cholesterol, blood sugar; and informational sessions on health issues, such as obesity and smoking;
- F. Access to the Baptist Health Network of providers and facilities, including Baptist Health Paducah, Prime Care, Emergency Department, and specialists; and
- G. Access to wellness services such as biometric screenings and smoking cessation programs for employees of MCPS.

4. Baptist will bill separately for services provided at the Lone Oak Clinic and there will be no charge to MCPS for services rendered by Baptist at the Lone Oak Clinic. Baptist will accept all insurance, including Medicaid, and will bill for copays or private pay. Baptist will not deny treatment to any patient based upon an inability to pay.

C. **MCPS Services at Reidland Clinic and Lone Oak Clinic.** MCPS shall provide at both the Reidland Clinic and at the Lone Oak Clinic a minimum of 300 to 500 square feet of space with internet connectivity and running hot water with close proximity to restroom facilities for each proposed location. MCPS shall promote the services provided by Baptist through electronic communications provided by Baptist and approved by MCPS no fewer than six (6) times per school year.

2. **Qualifications and Representations.** Baptist agrees that each health care provider supplied by Baptist to provide primary care health services hereunder will maintain appropriate state licensure and hold all applicable credentials. Baptist will promptly notify MCPS of any actual revocation, suspension, or termination of any health care provider's license or applicable credentials.

3. **Personnel.** All personnel required for the provision of primary care health services at the Reidland Clinic and the Lone Oak Clinic shall be employed or assigned by Baptist. MCPS shall be responsible for any health care providers employed or contracted by MCPS to function in a capacity as a school nurse for any regulatory requirements of MCPS. Baptist shall not have any responsibility

or oversight for any health care providers employed or contracted by MCPS to function in a capacity as a school nurse for any regulatory requirements of MCPS.

4. **Insurance.** Baptist shall purchase or otherwise provide professional malpractice 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 for the professional healthcare services rendered by Baptist employees hereunder. MCPS shall purchase or otherwise maintain and provide general liability insurance and property insurance to cover premises liability and its indemnification obligations hereunder.

5. **Indemnification.** Baptist shall indemnify and hold MCPS harmless from 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 Baptist, its agents, servants, or employees.

6. **Cooperation in the Event of a Claim.**

A. In the event any party becomes aware of any alleged injury arising out of the provision of services hereunder, each party has a duty to give the other written notice containing the particulars sufficient to identify the name and address of the allegedly injured person, place and circumstances of the alleged incident, and the addresses of the available witnesses.

B. Subject to the terms of the respective professional liability and malpractice insurance policies, each of the parties hereto shall cooperate with each other in the conduct of suits and each of the parties hereto shall attend the hearings and trials and assist in securing evidence and obtaining the attendance of witnesses as required by legal counsel for any party to this Agreement.

C. Notwithstanding the above, MCPS is prohibited from releasing student records by the Family Education Rights and Privacy Act, 20 United States Code §1232g, and the Kentucky Family Education Rights and Privacy Act, Kentucky Revised Statute §160.700 (collectively "Acts"). Release of all student records maintained by MCPS is conditioned upon compliance with these Acts.

7. **Term and Termination.**

A. The term of this Agreement shall be for two (2) years from July 1, 2016 through June 30, 2018, unless otherwise terminated as provided under other provisions of this Agreement.



- B. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party as provided herein.
- C. To the extent that either party breaches this Agreement, the non-breaching party may terminate this Agreement, following thirty (30) days prior written notice to the breaching party that sets forth the nature of the breach and provides the breaching party a thirty (30) day opportunity to cure such breach.

8. **Confidentiality.** Each party shall maintain the confidentiality of and safeguard all confidential information of any other party, including without limitation, patient information, medical records, patient identifiers, policies, procedures, trade secrets, trade information, business practices, information systems, security passwords, financial information, and proprietary information (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. Any party shall further report any use or disclosure of Confidential Information that it becomes aware of and is not authorized by this Agreement. A party’s obligations to maintain and safeguard, not to disclose, and to report unauthorized disclosures of, Confidential Information shall survive the termination of this Agreement. Baptist agrees to comply with, and to cause its employees, subcontractors and agents to comply with, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations promulgated thereunder, as well as other state and federal laws and regulations relating to the security, protection and privacy of individually identifiable health care information.

9. **Books, Documents and Records.** All reports, records, charts, and documents prepared at the Reidland Clinic and the Lone Oak Clinic by Baptist’s employees and contractors in connection with the provision of primary care health services shall be and remain the property of Baptist. Baptist parties may disclose patient information only upon written patient authorization and/or in compliance with applicable state and federal laws governing the privacy and confidentiality of patient health information.

10. **Legal and Charitable Purposes.** The parties acknowledge that Baptist has entered into this Agreement in furtherance of Baptist’s charitable purposes. If at any time it is determined by legal counsel for Baptist that any provision of this Agreement could be deemed by the Internal Revenue Service to be inconsistent with such charitable purposes, or if any provision could be deemed illegal, Baptist may modify such provision, in a manner designed to eliminate such inconsistency or illegality. Such modification shall be made after notice thereof has been provided to MCPS and MCPS has been given an opportunity to discuss the modification with Baptist.

11. **Waiver.** The failure of any party in one or more instances to insist upon the performance of any of the terms of this Agreement, or to exercise the right or privilege conferred herein, or the waiver of any breach or any term of this Agreement, shall not thereafter be construed as a waiver of such terms, which shall continue in full force as if no such waiver has occurred.

12. **Construction.**

- A. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.
- B. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, and their successors, assigns, transferees, personal representatives and heirs, provided, however, nothing herein shall be construed to give either party any right to assign or otherwise transfer any interest, right or power to any other party, by operation of law or otherwise.
- C. This instrument embodies the entire agreement between the parties and there are no promises, terms, conditions, or obligations other than those contained herein or specifically referred to herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- D. Should one or more of the provisions of this Agreement be determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

13. **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:

**Baptist:** Baptist Health Medical Group, Inc.  
2701 Eastpoint Parkway  
Louisville, KY 40223  
Attn: President

**Copy to:** Baptist Healthcare System, Inc.  
2701 Eastpoint Parkway  
Louisville, KY 40223  
Attn: Chief Legal and Regulatory Affairs Officer



**MCPS:**

McCracken County Public Schools  
5347 Benton Road  
Paducah, Kentucky 42003  
Attn: McCracken County Board of Education

14. **Amendment.** This Agreement may only be amended by written instrument executed by all parties.
15. **Headings.** The headings in this Agreement are intended only for ease of reference and shall not be considered in the construction or interpretation of this Agreement.
16. **Compliance with Policies and Procedures.** Baptist agrees to comply with all applicable provisions of the MCPS district's policies and procedures applicable to the delivery of health care services by Baptist. MCPS agrees to provide MCPS district's applicable policies and procedures to Baptist upon request.

[SIGNATURE PAGE TO FOLLOW]

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

**BAPTIST HEALTH MEDICAL GROUP, INC.**

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

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

Date: \_\_\_\_\_

**MCCRACKEN COUNTY PUBLIC SCHOOLS**

By: Barry K. Shewell

Title: Board Chair

Date: 6-16-16