

HEALTHFIRST BLUEGRASS, INC.
PEDIATRIC SERVICES AGREEMENT

This agreement is entered into by and between the Lexington-Fayette Urban County Government (hereinafter "LFUCG") and HealthFirst Bluegrass, Inc. (hereinafter "HealthFirst").

Whereas, the LFUCG currently provides employees, eligible retirees, and dependents age 7 and above, who are covered by one of LFUCG's active healthcare plans free access to medical services in the Samuel Brown Health Center.

Whereas, the LFUCG beginning January 1, 2015 desires to add part-time pediatric healthcare services as an option under the Samuel Brown Health Center.

Whereas, the LFUCG has chosen to select a healthcare provider to provide the desired pediatric services, autonomous of their current healthcare offering, with complete responsibility for providing pediatric services, and HealthFirst has been selected to provide such services.

Now, Therefore, in consideration of the mutual terms and conditions set forth herein, LFUCG and HealthFirst agree to the following terms and conditions.

1. HealthFirst agrees to provide a pediatrician three half days (four hours per day) per week on site at the Samuel Brown Health Center.
2. HealthFirst pediatricians will be licensed to practice in the state of Kentucky and Board Certified for practicing pediatrics.
3. HealthFirst pediatric services will include preventive care, such as well child examinations, development assessments, school physicals, camp physicals,

sports physicals, vision screenings, and will include care for acute illnesses such as strep throat, gastroenteritis, respiratory infections, and influenza. Ongoing care for chronic illnesses such as asthma will also be available. Immunizations may be provided if the vaccines are made available through LFUCG; Healthfirst will be responsible for costs associated with administering the vaccines, but not the cost of purchasing vaccines.

4. HealthFirst will manage/coordinate the operations of the pediatric services, including “prep” of their patients.
5. LFUCG through Marathon Health agrees to provide receptionist and scheduling services.
6. HealthFirst will provide all necessary equipment and supplies.
7. HealthFirst will use their electronic medical records (EMR) system for maintaining patient records at the Samuel Brown Wellness Center. LFUCG will permit Healthfirst to install what is needed to support the EMR system.
8. LFUCG agrees to establish a relationship with HealthFirst whereas patient visits made to HealthFirst facilities on days HealthFirst is not available at Samuel Brown can be reimbursed to HealthFirst through normal insurance contracts. The insurance will be set up to reimburse HealthFirst in full, less any contractual discounts, without collecting a co-pay from those covered by the PPO plans.
9. HealthFirst will assure adequate E&O liability coverage.
10. The term of this agreement shall be one (1) year beginning February 1, 2015 and ending January 31, 2016, automatically renewing each year on February 1st. Any party to this agreement may terminate the agreement by giving written notice to the other parties at least 30 days in advance of effective date. HealthFirst acknowledges that LFUCG is a governmental entity, and the agreement validity is based upon the availability of public funding under the authority of its statutory mandate.
11. LFUCG assumes no responsibility for the pediatric services provided by HealthFirst, and HealthFirst shall assure that any healthcare provider providing services to patients of the clinic has adequate professional liability coverage.

12. In consideration for the pediatric services provided by HealthFirst, LFUCG agrees to pay HealthFirst the sum one-hundred seventy-four thousand two-hundred nineteen (\$174,219) with \$50,000 due upon contract signing and the remainder to be paid in installments of \$10,351 on the 30th of each month during the contract period.
13. LFUCG and HealthFirst are independent contractors and nothing in the agreement shall make any of the party's joint ventures, employees, or agents of the other parties.
14. This constitutes the full and complete agreement by and between the parties with respect to the matters set forth and no changes or modifications shall be made in the terms and conditions of this agreement unless made in writing and signed by both parties.
15. LFUCG and HealthFirst agree not to assign any right of obligation under this agreement to any third party without written consent of all parties.
16. Both parties agree that all patients' medical information including protected health information, within the meaning of the term under the Health Insurance Portability and Accountability Act of 1996 will be treated as confidential and release and/or access thereto shall be allowed only in accordance with applicable law.
17. HealthFirst agrees not to discriminate in regard to race, color, creed, age, sex, national origin or disability and shall comply with all applicable laws and regulations governing the services to be provided under this agreement, including, but not limited to, Title VI of the Civil Rights Act of 1964 to include the Federal Executive Order No. 13166 which requires that recipients of federal funds, its contractors, agents or subcontractors, shall provide language assistance designed to ensure meaningful access to services for persons with Limited English Proficiency (LEP) are provided. In addition, HealthFirst agrees to comply with all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR, Part 80) of that Title.

(Remainder of this page intentionally left blank. Signature page to follow.)

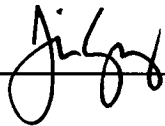
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the 29th day of January, 2014.²⁰¹⁵

HEALTHFIRST BLUEGRASS, INC.

By:  _____

Dr. James Stephen Davis, Executive Director

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By:  _____