

**MEMORANDUM OF AGREEMENT  
BETWEEN  
JEFFERSON COUNTY BOARD OF EDUCATION AND  
St. Matthews Pharmacy, PLLC**

This Memorandum of Agreement (hereinafter "Agreement") is entered between the JEFFERSON COUNTY BOARD OF EDUCATION, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS"), with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218, and St. Matthews Pharmacy, PLLC DBA St. Matthews Community Pharmacy's (hereinafter SMCP), a retail pharmacy, with its principal place of business at 3922 Willis Avenue Louisville, KY 40207.

WHEREAS, JCPS and SMCP desire to collaborate for the provision of immunizations for JCPS students and staff.

NOW THEREFORE, this Agreement is entered into by and between JCPS and SMCP to provide this initiative designed to minimize absenteeism and help reduce disparities for students who lack regular access to health care.

**GENERAL TERMS OF AGREEMENT:**

1. The terms of the Agreement shall be reviewed annually, during the, or as the need arises, by the respective administrative officers of SMCP and JCPS.
2. This Agreement shall be effective beginning on 1/20/2021. This Agreement shall automatically renew for successive one-year terms for five (5) years terminating on 1/20/2025. This Agreement may be terminated immediately by mutual consent of the Parties or by either Party upon ninety (90) days written notice to the other party. If JCBE terminates this Agreement, the SMCP employees will be permitted to complete the program for the period in which the ninety (90) day notice becomes effective.
3. SMCP shall defend, indemnify, and hold harmless JCBE and its agents, employees and Board members from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from the performance of this Agreement by SMCP, including, but not limited to, SMCP's use of JCPS facilities; SMCP's completion of the duties under this Agreement; and injury to or death of persons or damage to property or delay or damage to JCBE, its agents, employees and Board members, for any act, omission, negligence, or willful misconduct of SMCP or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The obligation of SMCP under this paragraph shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party, person, or entity described in this paragraph.

4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any legal action or claim arising from or under this Agreement shall be brought only in the courts, state or federal, within Jefferson County, Kentucky, and the parties expressly waive the right to bring any legal action or claims in any other courts.
5. This Agreement will not be construed to constitute either party as an agent, partner or joint venturer of the other party; to authorize or empower either party to assume or create any obligation or responsibility, express or implied, on behalf of the other party; or to authorize or empower either party to bind in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the other party.
6. This Agreement does not create, and will not be construed as creating, any rights enforceable by any person not a party to this Agreement.
7. There shall be no discrimination by either Party on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations relating to pregnancy, childbirth, or related medical condition in either the selection of students or staff participating in the program, or as to any aspect of the clinical training in the program, provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation in and of itself, preclude the student's or staff members effective participation in the program.
8. This Agreement contains the entire agreement between JCBE and SMCP and supersedes any and all prior agreements, either written or oral; provided, however, that any written agreements executed contemporaneously with the execution of this Agreement and incorporated herein by reference shall remain in full force and effect.
9. During the performance of this Agreement, SMCP and JCPS shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978, KRS 45.550-45.640, and the American Disabilities Act, and shall not discriminate against any FCP or JCPS employee or student on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

**SMCP Agrees to:**

1. Providing flexibility in hours and dates and will accommodate a full schedule to ensure all JCPS Staff &/or students receive the opportunity to be vaccinated.

2. Send to the JCPS Manager of Health Services, a notice of the day and location when any school clinic is scheduled and the total number and types of student and staff vaccines administered following the clinic
3. Provide pharmacists to administer the clinics, and they will arrive at least 15 minutes prior to the clinic to set up and prepare themselves to administer the influenza vaccine.
4. Bringing all paperwork, vaccines, and supplies associated with giving immunizations, including disposal of sharps emergency supplies.
5. Maintaining records of all immunizations administered for the period required by applicable law. Before immunization, vaccine candidates will be screened regarding previous adverse events, receipt of blood or antibody products, pregnancy, and underlying diseases according to indications and contraindications recommended in current guidelines from the Advisory Committee on Immunization practices (ACIP) of the U.S. Centers for Disease Control and Prevention (CDC). All vaccine candidates will be informed of the specific benefits and risks of the vaccine offered and will be provided with a Vaccine Information Statement (VIS) as required by law. All patients will be observed for a suitable period of time after the immunization for adverse events.
6. Providing a written immunization record. This immunization record will serve as the student or staff member's personal immunization record and a receipt for services provided. The immunization will be reported in the state immunization registry.
7. Treating adverse events and/or anaphylaxis following vaccine administration, and pharmacists will adhere to SMCP's emergency procedures. Also, in the case of an adverse event the pharmacist shall complete and submit the Vaccine Adverse Event Reporting System (VAERS) for the CDC, the protocol physician, and the patient's primary care practitioner, if known.
8. Require and verify that all employees/contractors of SMCP performing services under this Agreement are covered by professional liability insurance in an AGREEMENT is no less than \$1,000,000/\$3,000,000 and provide JCPS with a certificate of insurance upon request.
9. Meeting at appropriate times with the Manager of JCPS Health Services and/or his/her designee to create schedules for JCPS locations and evaluate the services being provided. SMCP's will not contact schools directly to set up a schedule for clinics.
10. Inform SMCP's employees that they are not entitled to wages from JCBE for their activities during the period of affiliation with JCBE and that they are not

employees of the JCBE for their activities during the period of affiliation with JCBE and that they are not employees of the JCBE when they are assigned to use the JCPS facilities.

11. Represents and warrants that it requires all SMCP's All employees, volunteers and contractors (including employees of contractors) of SMCP performing services on JCPS school premises during JCPS school hours under this AGREEMENT are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
12. No contractor, employee, intern or volunteer shall be utilized to supervise students, or deemed to have the authority to supervise students, unless the volunteer has been designated to supervise students by the Principal and approved by the Superintendent/designee, and the volunteer has undergone the required records check.
13. Prohibit contractors, employees, interns and volunteers under this AGREEMENT from performing services under this AGREEMENT and from remaining upon the premises of a JCPS facility for any purpose under this AGREEMENT if the contractor, employee, intern or volunteer has been convicted of the following:
  - a. Any conviction for sex-related offenses;
  - b. Any conviction for offenses against minors;
  - c. Any conviction for felony offenses except as provided in number 6 below;
  - d. Any conviction for deadly weapon-related offenses;
  - e. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
14. Any conviction for violent, abusive, threatening or harassment related offenses;  
OR other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.
  - a. Contractors, employees, interns and volunteers under this Agreement shall immediately notify the school Principal or the Volunteer Talent Center if they are convicted of or plead guilty to one of the criminal offenses listed above and shall immediately cease providing services under this Agreement and shall not remain upon premises of a JCPS facility for any purpose under this Agreement.
  - b. SMCP will ensure that the volunteers/contractors/employees under the supervision of JCPS staff shall comply in all material respects with all applicable laws and regulations and all applicable JCPS policies and

procedures of which JCPS informs SMCP.

- c. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement involves the transfer by JCPS to SMCP of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, (“FERPA”), SMCP agrees to:
  - i. In all respects comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, and any other applicable state or federal law.
  - ii. Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than SMCP and its employees, contractors, volunteers, and agents, without the prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
  - iii. Require all employees, contractors, volunteers, and agents of SMCP to comply with all applicable provisions of FERPA with respect to any such data. SMCP shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.
  - iv. Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. SMCP shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in section ii of this provision.
  - v. Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of SMCP necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.
  - vi. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which it is no longer needed by SMCP for the purposes of this Agreement. SMCP will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
  - vii. JCPS retains the right to audit SMCP compliance with the confidentiality requirements of this provision.

15. SMCP shall require all staff performing services on JCPS school premises during

JCPS school hours under this Agreement to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from The Cabinet for Health and Family Services stating no findings of substantiated child abuse and neglect records maintained by the Cabinet for Health and Family Services.

16. SMCP's agrees to bill each vaccine to Medicare Part B, Medicaid, private insurance or the JCBE employee's health plan. The billed AGREEMENT shall include the costs associated with the vaccine and the administration fee. Non-covered employees can opt to pay at the rates included in Attachment SMCP.
17. No set up fee or a charge for the time the pharmacist is at the clinic.
18. Adherence to JCPS COVID protocols including, but not limited to: wearing face coverings while on school property, maintaining appropriate social distancing parameters when at all possible, using appropriate Personal Protective Equipment (PPE) provided by the pharmacy, using universal precautions at all times.

**JEFFERSON COUNTY BOARD OF EDUCATION AGREES TO:**

1. Provide the use of JCPS facilities for SMCP employees. Such facilities shall be mutually agreed upon by JCPS administrative personnel and SMCP administrative personnel. Such facilities shall be available annually during the academic year, however, such use may not interfere with the instructional program of JCPS.
2. When and where possible, provide the use of conference rooms, teaching and instructional areas, library facilities and resources, or parking lots if feasible.
3. Assist SMCP employees with the interpretation of JCBE policies and procedures.
4. Ensure a minimum of a table and 2 chairs to provide immunization services at each location.

**GOVERNING LAW**

1. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

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*SIGNATURES ON NEXT PAGE*

**Jefferson County Board of Education**

**Pharmacy Name**

**St. Matthews Pharmacy, PLLC**

***Chris Harlow* 11/30/2020**

\_\_\_\_\_\\_\_\_\_\_|2021

Name Dr. Chris Harlow  
Title Director of Pharmacy

Name Dr. Marty Pollio  
Title JCPS Superintendent

