

AGREEMENT

Between

Jefferson County Board of Education

and

Family Health Centers, Inc.

This 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 FAMILY HEALTH CENTER (hereinafter "FHC"), not-for-profit health care clinic, with its principal place of business at , Louisville, Kentucky, 2215 Portland Ave. Louisville, Kentucky 40212.

WHEREAS, JCPS and FHC desire to collaborate for the provision of school-based health services at mutually agreed upon JCPS locations.

NOW THEREFORE, this Agreement is entered into by and between JCPS and FHC to provide services below.

1. Duties of FHC :

- a. Any Medical, dental and behavioral health services within JCPS shall be under the direction of the Medical Director, Dental Director, and Behavioral Health Coordinator of FHC assigning Advanced Practice Registered Nurse ("APRN"), Physician Assistant, Dentist, Registered Dental Hygienist, Licensed Practical Nurse, Certified Medical Assistant, Dental Assistant and Behavioral Health Clinician at Centers to provide comprehensive school based services. While performing services under this Agreement, all service providers shall be licensed in the Commonwealth of Kentucky.
- b. Require and verify that all employees/contractors of FHC performing services under this Agreement are covered by professional liability insurance in amounts no less than \$1,000,000/\$3,000,000 and provide JCPS with a certificate of insurance upon request.
- c. While performing services under this Agreement, FHC shall follow all policies, guidelines, and protocols as established by JCPS Health Services, which shall be provided to FHC.
- d. FHC shall provide administrative support for the services provided by FHC at Centers including scheduling appointments, maintaining patient records, including documentation necessary for insurance billing and providing on-site nursing assistance during clinics.
- e. All patient/provider encounters shall be documented. Health data shall be recorded in an individual patient record. Custodial responsibilities for records include purchase of all related record materials, assuring confidentiality, archiving and release of information.

- f. Both parties shall follow FHC health record clinical policies and procedures which shall be provided to the principal of Centers.
- g. Require all FHC employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
 - Any conviction for sex-related offenses;
 - Any conviction for offenses against minors;
 - Any conviction for felony offenses, except as provided below;
 - Any conviction for deadly weapon-related offenses;
 - Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
 - Any conviction for violent, abusive, threatening or harassment related offenses;
 - Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- h. FHC 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.
- i. FHC shall routinely provide medical and/or dental services to JCPS staff/ students during scheduled JCPS events when granted permission by the JCPS Manager of District Health and principal. Services shall be rendered by licensed and credentialed FHC medical professionals.

2. Duties of JCPS:

- a. Provide appropriate facilities for FHC employees\volunteers\contractors to use for the purposes described in this Agreement. Such facilities shall be mutually agreed upon for each JCPS school year by JCPS administrative personnel and FHC administrative personnel. Such facilities shall be available annually during the academic year, however such use may not interfere with the instructional program of JCPS.
- b. JCPS will obtain any necessary written permissions from parents and/or guardians of JCPS students to approve their receiving services under this Agreement. JCPS will share such authorizations/permissions with FHC.

- c. JCPS will be responsible for returning diagnostic forms to parents.
- d. Assist FHC employees\volunteers\contractors with the interpretation of applicable JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
- e. JCPS will maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$3,000,000 per policy and provide FHCs with a certificate of insurance upon request.

3. Term:

This Agreement shall be effective for a term of one (1) school calendar year commencing on June 7, 2023 and ending on June 7th, 2024. This Agreement shall automatically renew for successive one-year terms for five (5) years terminating on June 7th, 2028 subject to an annual right of cancellation to be exercised by either party in writing no later than 30 days prior to the scheduled renewal.

4. Termination:

This agreement may be terminated upon ten business days written notice to FHC for its failure to cure a material breach of this Agreement. This Agreement may be terminated immediately should the funding provided to FHC be withdrawn, rescinded or otherwise canceled beyond the control of the FHC.

5. Modification:

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon by both JCPS and FHC.

6. Compliance with Law:

FHC shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the FHC or subcontractor for the duration of this agreement and shall reveal any final determination of a violation by the FHC or subcontractor of the preceding KRS Chapters.

7. Equal Opportunity:

During the performance of this Agreement, FHC 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 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.

8. Confidentiality:

At all times during the term of this Agreement, FHC shall comply with the Family Educational Rights and Privacy Act of 1974. If FHC has access to student records, FHC shall limit its employee's access to those records to persons for whom access is essential to perform this Agreement.

9. Independent Parties:

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that FHC is at all times acting as an independent contractor with respect to JCPS, and neither party shall be construed to be an agent or representative of the other party. Except as provided herein, JCPS shall not have any control or direction over the manner, methods or means by which FHC performs its work and functions.

10. Captions:

Section titles or captions contained in the Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

11. Entire Agreement:

This Agreement contains the entire agreement between JCPS and FHC and supersedes any and all prior agreements executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect.

12. Severability:

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provisions of the Agreement.

13. Counterparts:

This Agreement may be executed in counterparts, in which case each executed counterpart shall be determined an original and all executed counterparts shall constitute one and the same instrument.

14. Applicable Law:

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

15. Indemnification

To the extent permitted by law, JCPS shall indemnify and hold FHC harmless from any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by the acts, omissions, or negligence of JCPS, its agents, servants, or employees. FHC shall indemnify and hold JCPS harmless from and against any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons

or damages to property caused by the acts, omissions, or negligence of FHC , its agents, servants, or employees. If the indemnification provisions are determined to be inapplicable under this clause, such inapplicability shall not affect either party's right to pursue common law indemnification or contribution claims. This indemnification shall survive and continue in full force and effect, notwithstanding the expiration or termination of this Agreement.

16. Covenant Not to Solicit Employment.

JCPS acknowledges that FHC present and future employees\contractors now or hereafter employed, or contracted, by FHC are an integral part of FHC business and that the loss of such employees or contractors will have a substantial adverse effect on FHC business. Therefore, JCPS covenants to FHC that during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement, JCPS shall not, either directly or indirectly, entice or induce or attempt to entice or induce any employee or contractor of FHC to leave the employ of FHC to work with JCPS or with any person or entity with whom JCPS is or becomes affiliated without the express written consent of FHC (together hereinafter "Covenant Not to Solicit Employment"). The Covenant Not to Solicit Employment shall not be violated if JCPS or any such person or entity shall hire any such employee or contractor in response to an employment application that has been submitted freely and voluntarily by such employee or contractor without any enticement or inducement by JCPS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the first date written above.

JEFFERSON COUNTY BOARD OF EDUCATION:

By: _____

Dr. Martin Pollio, Superintendent

Date: _____

FAMILY HEALTH CENTER, INC.

By: Burt Irwin, CEO

Date: 6.27.2023