

**Memorandum of Agreement
Between
Jefferson County Board of Education
And
Louisville/Jefferson County Metro Government
Louisville, Kentucky**

This Agreement is entered this, 15th day of October, 2013 between the Jefferson County Board of Education ("JCBE") and Louisville/Jefferson County Metro Government acting by and through its Department of Public Health and Wellness ("Metro Government") for the use of Jefferson County Public Schools ("JCPS") facilities to provide various services to students, staff, and/or parents. The services to be performed shall be agreed upon by JCBE and Metro Government based on the need for such services and may include asthma education and screening; vaccine/immunization screenings; Vaccine for Children vaccine supplies; dental screenings, cleaning, fillings and simple extractions; lead screenings and education; diabetes education; tobacco prevention; and preventative health education sessions on nutrition, physical activity, obesity, bed bugs and head lice. Metro Government is ultimately responsible for its staff and volunteers and the services they provide while they are assigned to the JCPS facilities.

GENERAL TERMS OF AGREEMENT:

1. The Agreement shall be effective beginning on October 15, 2013. This Agreement shall automatically renew for successive one-year terms for five (5) years terminating on October 14, 2018. 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, Metro Government will be permitted to complete the services for the time period in which the ninety (90) day notice becomes effective. If Metro Government terminates this Agreement, JCBE will be permitted to complete the services for the time period in which the ninety (90) day notice becomes effective.
2. The terms of the Agreement shall be reviewed annually by the Parties.
3. JCBE and Metro Government are independent Parties and neither shall be construed to be an agent or representative of the other Party, and therefore shall have no liability for the acts or omissions of the other Party. Nothing in this Agreement shall be deemed to create an employment relationship between JCBE and Metro Government, its staff or volunteers.
4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

5. This Agreement contains the entire agreement between JCBE and Metro Government 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.

METRO GOVERNMENT AGREES TO:

1. Initiate communication through the Metro Government Medical Director or Deputy Director, or his/her designee, with the JCPS Health Services Coordinator or his/her designee, to discuss service opportunities at JCPS schools and /or central office facilities.
2. Send to the JCPS Health Services Coordinator, prior to the beginning of the school year or as soon as a service opportunity arises, a list of proposed services and the names of Metro Government staff and volunteers who may provide the services at the JCPS facilities. All services to be provided must be agreed upon in advance by JCBE and Metro Government.
3. Provide the agreed upon services at no cost to JCPS students for those eligible for Vaccine for Children.
4. Metro Government will collect and bill medical insurance for those students covered by private insurance.
5. Provide vaccine and supplies at no cost to JCPS.
6. Select school sites based on appropriate epidemiological data.
7. Provide adequate staff and volunteers to provide the agreed upon services at schools and /or central office facilities. Metro Government's clinical supervisors and staff are ultimately responsible for the services provided, supervision of its staff and volunteers, guidance, administration of services, and follow-up, if needed.
8. Store the original consent form/medical records for health services provided.
9. Follow Metro Government's normal protocols and procedures in conjunction with the JCPS Health Services Coordinator in relation to media during times when health services are being provided.
10. Require and verify that all Medical staff and volunteers performing services at JCPS facilities are covered by professional liability insurance in amounts no less than \$1,000,000/\$3,000,000 and provide JCBE with certificate of

insurance upon request. Metro Government agrees to notify JCPS of any significant change or cancellation of such insurance coverage 30 days prior to such change or cancellation.

11. Meet at appropriate times with the JCPS Health Services Coordinator or his/her designee to evaluate the health services provided and to review this Agreement.
12. Inform Metro Government staff and volunteers that they are not entitled to wages for their activities during the period of affiliation with JCBE and that they are not employees of JCBE when they are assigned to use JCPS facilities. Each individual assigned to JCPS facilities shall sign a statement acknowledging that they are not employed by JCBE.
13. Perform a criminal background check, or verify that a criminal background check has been performed, on each staff member and/or volunteer who will perform work under the Agreement.
14. Notify the JCPS Health Services Coordinator of variations in the schedule due to illness, inclement weather, etc.
15. Provide Metro Government clinical documentation (i.e. medical license, etc.) requirements to the JCPS Health Services Coordinator upon request.
16. To the extent permitted by Kentucky law, hold harmless, indemnify, and defend JCBE and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including Metro Government staff and volunteers, arising from the actions of Metro Government staff and /or volunteers in the performance of this contract.

JEFFERSON COUNTY BOARD OF EDUCATION THROUGH ITS STAFF AGREES TO:

1. Provide the use of schools and central office facilities to Metro Government to provide the agreed upon services. Such facilities shall be mutually agreed upon by JCPS administrative personnel and Metro Government administrative personnel.
2. Ensure that the proper paperwork and consent forms are sent to parents/guardians and returned with the necessary information and signatures before a service is provided.
3. Assist in the preparatory work and planning required for the health services to be provided, including agreed upon process and procedures for Health

Services and schools to follow.

4. Ensure that the JCPS facilities used are properly maintained so as to render those facilities amenable to the holding of a health services event.
5. Pick up vaccine and other supplies from the Metro Government, if JCPS medical personnel are administering the health services themselves. Unused vaccine, etc. will be returned to Metro Government along with a copy of the signed consent forms for students who received the service from JCPS medical personnel.
6. Contact appropriate Metro Government staff 48 hours prior to JCPS medical personnel picking up any vaccine and other supplies to administer a health service.
7. Supervise student areas where any health service is being performed, and for an appropriate observation time period after a service is performed, if needed.
8. Assist Metro Government administration and staff with the interpretation of JCBE policies and procedures.

LOUISVILLE/JEFFERSON METRO
GOVERNMENT



LaQuandra S. Nesbitt, M.D., M.P.H.

Director

Louisville Metro Department of Public Health and Wellness

JEFFERSON COUNTY BOARD
OF EDUCATION

Donna M. Hargens, Ed.D
Superintendent

9/12/13
DATE

DATE