

**MEMORANDUM OF AGREEMENT
BETWEEN
JEFFERSON COUNTY BOARD OF EDUCATION
AND
COVENTRYCARES OF KENTUCKY
LOUISVILLE, KENTUCKY**



DEC 18 13

RECEPTION
12/13

This Agreement is entered this February 11, 2014 (the "Effective Date"), between the Jefferson County Board of Education ("JCBE") and CoventryCares of Kentucky, a Medicaid product of Coventry Health and Life Insurance Company ("CC"). Pursuant to this Agreement, CC shall be permitted to use Jefferson County Public Schools' ("JCPS") facilities to provide educational and outreach programs for students. CC is ultimately responsible for the educational programs while providing services to students.

GENERAL TERMS OF AGREEMENT:

1. The terms of the Agreement shall be reviewed annually, or as the need arises, by the respective administrative officers of CC and JCPS. Amendments shall be mutually agreed to in writing by the parties prior to becoming effective.
2. This Agreement shall be commence on the Effective Date for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one-year terms. This Agreement may be terminated immediately at any time by mutual consent of the Parties, or by either Party upon thirty (30) days prior written notice to the other party. If JCBE terminates this Agreement, CC will be permitted to complete the services scheduled beyond the termination date.
3. JCBE and CC are independent parties and neither shall be construed to be an agent or representative of the other party. CC agrees to hold harmless the JCBE from and against all losses, claims, expenses, actions, cases of action, costs, damages and obligations final or otherwise, arising from any and all negligent acts or omissions or willful misconduct of CC in the performance of its obligations under this Agreement that result in injury to persons, or damage to or loss of use of property, and not caused by the negligent act or omission or willful misconduct of JCBE. Nothing in this Agreement shall be deemed to create an employment relationship between JCBE and CC employees/volunteers.
4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. This Agreement contains the entire agreement between JCBE and CC 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.

COVENTRYCARES OF KENTUCKY AGREES TO:

1. Provide adequate staff for conducting the educational programs.
2. Work in collaboration with the Coordinator of JCPS Health Services and/or his/her designee to create schedules and assignments for the programs.
3. Verify that CC staff has appropriate credentials and training to conduct the educational programs.
4. Maintain in place adequate general liability insurance and provide JCBE with a certificate of insurance upon request.

5. Meet at appropriate times with the Coordinator of JCPS Health Services and/or his/her designee to evaluate the experience of the educational programs and to review contractual agreements.
6. Inform CC staff 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 when they are assigned to use the JCPS facilities. Each individual assigned to JCPS facilities shall sign a statement acknowledging that they are not employed by JCBE.
7. Require all CC employees/volunteers to complete a Criminal Records Check per JCBE requirements. Employees/volunteers convicted of or pleading guilty to sexual or drug offenses or any felony offense shall not be considered.
8. Make best efforts to notify the JCPS Health Services Coordinator of variations in the schedule due to illness, inclement weather, etc.
9. Require and verify that all employees/volunteers are covered by professional liability insurance in amounts no less than \$1,000,000/\$3,000,000 and provide JCBE with a certificate of insurance upon request.

JEFFERSON COUNTY BOARD OF EDUCATION AGREES TO:

1. Provide the use of JCPS facilities to CC staff. Such facilities shall be mutually agreed upon by JCPS administrative personnel, and CC administrative personnel. Such facilities shall be available during the school year.
2. Provide the opportunity for CC staff to conduct educational programs to students.
3. When and where possible, provide to CC the use of conference rooms, teaching and instructional areas, library facilities and resources, and locker and dressing room space.
4. Assist CC with the interpretation of JCBE policies and procedures.
5. Ensure emergency medical treatment is provided to CC staff if needed for illness or injuries suffered educational programs. Such screenings shall be at CC's expense.

DISCRIMINATION

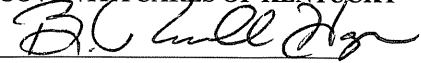
1. There shall be no discrimination on the basis of race, color, national origin, religion, creed, sex, age, disability, or veteran status in either the selection of students participating in the program, or as to any aspect of the clinical training in the program, provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation in and of itself, preclude the student's effective participation in the program.

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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COVENTRYCARES OF KENTUCKY



Russell Harper
Director of Government Relations

1/10/14
Date

JEFFERSON COUNTY BOARD OF EDUCATION

Donna M. Hargens, Ed.D
Superintendent

Date