

AGREEMENT

between

Jefferson County Board of Education

and

Shawnee Christian Healthcare Center, Inc.

This Agreement is entered into as of this 1st day of November, 2015 between the JEFFERSON COUNTY BOARD OF EDUCATION, doing business as the Jefferson County Public Schools (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business as 3332 Newburg Road, Louisville, Kentucky 40218 and SHAWNEE CHRISTIAN HEALTHCARE CENTER, INC. (hereinafter "SCHC"), a not-for-profit health care clinic in the Shawnee neighborhood, with its principal place of business at 234 Amy Avenue, Louisville, Kentucky 40212.

WHEREAS, SCHC has been awarded a grant from Southeast Christian Church to support school-based health services at The Academy @ Shawnee (hereinafter "Shawnee"), a school operated by JCPS.

WHEREAS, JCPS and SCHC desire to collaborate for the provision by SCHC of school-based health services at Shawnee.

NOW THEREFORE, in consideration of the premises and the mutual covenants in this Agreement, and intending to be legally bound, this Agreement is entered into by and between JCPS and SCHC for the provision by SCHC of school-based health services as set forth below.

1. Duties of SCHC:

- a. Medical services at Shawnee shall be under the direction of Brent Duncan, M.D. as Chief Medical Officer ("CMO") of SCHC, assigning either Nicole DeLisi, A.P.R.N., or another yet to be hired Advanced Practice Registered Nurse ("APRN") at Shawnee to serve as a Nurse Practitioner, with the assistance of a Certified Medical Assistant. While performing services under this Agreement, the Nurse Practitioner shall be licensed in the Commonwealth of Kentucky as an APRN.
- b. SCHC shall require and verify that all employees, volunteers and contractors of SCHC performing services under this Agreement are covered by professional liability insurance in amounts no less than \$1,000,000 per occurrence/\$3,000,000 in the aggregate and provide JCPS with a certificate of insurance naming JCPS as an additional insured under such coverages, promptly after the execution of this Agreement by SCHC.
- c. While performing services under this Agreement, SCHC and its employees, volunteers and contractors shall follow all policies, guidelines, and protocols as established by JCPS Health Services as such may be updated from time to time by JCPS Health Services, which shall be provided to SCHC.

- d. SCHC shall provide nursing and administrative support for the services provided by SCHC at Shawnee including scheduling appointments, maintaining patient records, including documentation necessary for insurance billing and providing on-site nursing assistance during clinics.
- e. SCHC shall require that all patient/provider encounters shall be documented. Health data shall be recorded in an individual patient record. Custodian responsibilities include purchase of all related record materials, assuring confidentiality, archiving and release of information.
- f. Both parties shall follow SCHC health record clinical policies and procedures which shall be provided to the principal of Shawnee.
- g. SCHC shall require all SCHC employees, volunteers and contractors performing services under this Agreement to comply with applicable JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
- h. SCHC shall require all SCHC employees, volunteers and contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no longer than five years ago. Employees, volunteers and 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 of 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.

2. Duties of JCPS:

- a. JCPS will provide appropriate facilities for SCHC employees, volunteers and 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 SCHC 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 SCHC.
- c. JCPS will be responsible for returning diagnostic forms to parents.

- d. JCPS will assist SCHC employees, volunteers and 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 coverage (which may be provided by the JCPS self-insurance fund) with respect to the facilities and commercial general liability coverage in amounts no less than \$1,000,000 per occurrence/\$3,000,000 in the aggregate and will provide SCHC with evidence of such coverage upon request.

3. Term:

This Agreement shall be effective for an initial term of a portion of one (1) JCPS fiscal year commencing on November 1, 2015 and ending on June 30, 2016.

4. Termination:

This Agreement may be terminated by either party with or without cause upon no less than 60 days written notice to the other party. This Agreement may be terminated immediately by JCPS upon no less than five business days written notice to SCHC for its failure to cure a material breach of this Agreement. This Agreement may be terminated immediately by JCPS without notice should the funding provided to SCHC be withdrawn, rescinded or otherwise canceled beyond the control of SCHC.

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 SCHC.

6. Compliance with Law:

SCHC shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to SCHC or its employees, volunteers and contractors for the duration of this Agreement and shall reveal any final determination of a violation by SCHC or any employee, volunteer or contractor of the preceding KRS Chapters.

7. Equal Opportunity:

During the performance of this Agreement, SCHC 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 With Disabilities Act.

8. Confidentiality:

At all times during the term of this Agreement, SCHC shall comply with the Family Educational Rights and Privacy Act of 1974. If SCHC has access to student records, SCHC shall limit the access of its employees, volunteers and contractors 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 SCHC 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 SCHC performs its work and functions and shall have no liability arising from the performance of such 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 SCHC and supersedes any and all prior agreements or understandings, oral or written.

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 this Agreement.

13. Counterparts:

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed to be 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. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the courts, state or federal, within Jefferson County, Kentucky, and each party expressly waives the right to bring any legal action or claims in any other courts.

15. Indemnification

A. To the extent permitted by law, JCPS shall indemnify and hold SCHC 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.

B. SCHC 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 SCHC, its agents, servants, or employees.

C. The indemnification provided by this Section 15 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 SCHC's present and future employees are an integral part of SCHC's business and that the loss of any such employee would have a substantial adverse effect on SCHC's business. Therefore, JCPS covenants to SCHC 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 of SCHC who performs services under this Agreement to leave the employ of SCHC to work with JCPS without the express written consent of SCHC (together hereinafter "Covenant Not to Solicit Employment"). The Covenant Not to Solicit Employment shall not be violated if JCPS shall hire any such employee in response to an employment application that has been submitted freely and voluntarily by such employee without any enticement or inducement by JCPS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the dates set forth below, to be effective as of November 1, 2015.

JEFFERSON COUNTY BOARD OF EDUCATION:

By: _____
Dr. Donna Hargens, Superintendent

Date: _____

SHAWNEE CHRISTIAN HEALTHCARE CENTER, INC.:

By: David A. Wages, MD, Board Chair
Name, title

Date: October 19, 2015