

## AGREEMENT

between

**Jefferson County Board of Education**

and

**Shawnee Christian Healthcare Center**

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 Centers (hereinafter "JCPS"), with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218, and SHAWNEE CHRISTIAN HEALTHCARE CENTER, INC. (hereinafter "SCHC"), not-for-profit health care clinic in the Shawnee neighborhood, with its principal place of business at 234 Amy Avenue, Louisville, Kentucky, 40212.

WHEREAS, JCPS and SCHC desire to collaborate for the provision of school-based health services at Dawson Orman and DuValle Education Centers (hereinafter "Centers").

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

### 1. Duties of SCHC:

- a. Medical, dental and behavioral health services at Centers shall be under the direction of Brent Duncan, M.D. as Chief Medical Officer ("CMO") of SCHC, assigning Advance Practice Registered Nurse ("APRN"), Physician Assistant, dentist, 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 SCHC 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, SCHC shall follow all policies, guidelines, and protocols as established 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 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. 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 Centers.

g. Require all SCHC 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. Will not proselytize, pray or distribute materials directly to students.

## **2. Duties of JCPS:**

- a. Provide appropriate facilities for SCHC 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 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. Assist SCHC 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 SCHC with a certificate of insurance upon request.

## **3. Term:**

This Agreement shall be effective for an initial term commencing on September 13, 2018 and ending on June 30, 2019.

## **4. Termination:**

The Agreement may be terminated by either party with or without cause upon no less than 60 days written notice to either party. This Agreement may be terminated immediately by JCPS

upon ten business days written notice to SCHC for its failure to cure a material breach of this Agreement. This Agreement may be terminated immediately should the funding provided to SCHC be withdrawn, rescinded or otherwise cancelled beyond the control of the 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 the SCHC or subcontractor for the duration of this agreement and shall reveal any final determination of a violation by the SCHC or subcontractor 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 Disabilities Act, and shall not discriminate against any JCPS employee or student because 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, or disability.

#### **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 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 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.

#### **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 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 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. 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. 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 SCHC's present and future employees\contractors now or hereafter employed, or contracted, by SCHC are an integral part of SCHC's business and that the loss of such employees or contractors will 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 or contractor of SCHC to leave the employ of SCHC to work with JCPS or with any person or entity with whom JCPS is or becomes affiliated 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 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: \_\_\_\_\_

SHAWNEE CHRISTIAN HEALTHCARE CENTER, INC.:

By: Susan Maguire  
Susan Maguire, CFO

Date: 8/31/18