

Memorandum of Agreement
between
Jefferson County Board of Education
And
Kindred Healthcare, LLC

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered by and 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 located at 3332 Newburg Road, Louisville, Kentucky 40218 and Kindred Healthcare, LLC, a limited liability company organized under the laws of Delaware (hereinafter "Kindred"), with its principal place of business located at 680 South Fourth St. Louisville, KY 40202 (JCPS and Kindred are hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, Kindred is a leading healthcare company in our community and provider of care and support in the most appropriate care setting for those recovering from illness or injury; and

WHEREAS, Kindred has offered to donate to JCPS certain renovation costs, furnishings and technology for education purposes at DuPont Manual High School (hereinafter ("Manual"). The donation would include modifications to Room 134 at Manual (hereinafter the "Room") modeled after the HIVE, an innovative partnership between Kindred and the University of Louisville, focused on developing healthcare technology solutions; and

WHEREAS, JCPS desires to accept the donation of the renovation, furnishings and technology (listed in Attachment A, which is incorporated herein by reference).

NOW THEREFORE, the Parties agree that the terms and conditions herein shall control the donation and the use of Confidential Information (defined in Section 9):

1. Kindred and Kindred contractors will begin no work until the plans and specifications for the renovation have been approved by all state agencies whose approval is necessary under Kentucky law and the members of the Jefferson County Board of Education (hereinafter the "Board") have authorized the project to begin after Kindred has demonstrated to the Board that Kindred has adequate resources (both monetary and donated materials) to accomplish the renovation without financial liability to the Board.
2. Kindred and Kindred contractors, while utilizing Board-owned property, shall operate within Board-approved policies for securing materials, equipment and resources.

3. Kindred and Kindred contractors will undertake the renovation in conformance with the plans and specifications as approved by state agencies and the Board. Kindred and Kindred contractors shall at all times during the term of this Agreement comply with all applicable federal, state and local statutes, regulations, ordinances, rules and policies, and shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the renovation work.
4. The renovation of the Room is expected to be completed and the Room is expected to be certified for occupancy during the first calendar quarter of 2019.
5. Kindred and Kindred contractors will maintain an all-risk property and casualty insurance policy with respect to the renovation work and the Manual facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$3,000,000 per policy and provide JCPS with a certificate of insurance upon request.
6. Upon completion of the renovation as contemplated herein, Kindred and Kindred contractors will release all claims of ownership and title to the Room (including furnishings and technology) will vest in the Board. The Board shall thereafter have complete control of the Room.
7. JCPS waives, release and discharges Kindred and its affiliates and their respective employees, agents and contractors (collectively "Released Parties") from any and all claims for liability, including but not limited to, liability arising from the alleged negligence or fault of any Released Party for failure of the donated renovation, furnishings and technology, in whole or part, as well as any claims arising therefrom for death, disability, personal injury, property damage, or actions of any kind which may hereafter occur due to the use of the donated renovation, furnishings and technology by JCPS, its personnel, students, agents and/or representatives.
8. JCPS shall indemnify and hold the Released Parties harmless from any and all liabilities or claims made by JCPS, its personnel, students, agents, representatives, other users or other parties arising in any manner related to the use of the donated renovation, furnishings or technology, whether brought in tort, contract, law or equity.
9. Each Party may, as part of this donation, share certain information that is proprietary to that Party and/or maintained by that Party as confidential (hereinafter "Confidential Information") with the other Party. Each Party shall protect Confidential Information using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized use, dissemination or publication thereof as it uses to protect its own proprietary and confidential information. Neither Party shall use the Confidential Information except to further the purposes of this Agreement or as otherwise specifically authorized in writing by the Disclosing Party. Each Party may disclose the Confidential Information of the other Party only to those of its employees and employees of its affiliates who (a) need to know such information to perform its obligations, exercise its rights hereunder, or make necessary disclosures in its financial filings and (b) are bound by the obligations of confidentiality set forth herein (collectively, "Representatives"). An affiliate is an entity that controls, is controlled by, or is under common control with a Party. Under no

circumstances, except as expressly set forth below, shall either Party reproduce, distribute or otherwise disclose or provide, directly or indirectly, any Confidential Information to any person or entity who is not a Representative, use any Confidential Information for any purpose other than in furtherance of the purposes for which it is disclosed pursuant to this Agreement, provided:

a. JCPS can disclose Confidential Information to the extent that such disclosure is required under the Kentucky Open Records Law, and more generally either party may disclose Confidential Information as required by federal, state, or local laws, rules, or regulations, by order of any court or administrative body of competent jurisdiction, but in each case only to the extent that its legal counsel advises that such disclosure is required and provided that (to the extent permissible by law) the other party is given prompt notice in advance of such disclosure so that such other party may seek a protective order or other appropriate remedy; and

b. No obligation is imposed with respect to information of the Disclosing Party which: (i) was rightly in the non-Disclosing Party's unrestricted possession prior to disclosure by the Disclosing Party; (ii) is or becomes a matter of public knowledge through no fault of the non-Disclosing Party; (iii) is rightly received by the non-Disclosing Party from a third party that has no duty of confidentiality to the Disclosing Party; or (iv) is independently developed by the non-Disclosing party without relying on the Confidential Information of the Disclosing Party; and

c. Each Party's duty under this Agreement to protect any Confidential Information of the other Party shall survive for a period of 24 months after the date hereof (notwithstanding any earlier termination of this Agreement); provided, however, that solely with respect to Confidential Information that qualifies as a trade secret under applicable laws, the parties' obligations under this Agreement shall remain in effect until such Confidential Information no longer qualifies as a trade secret.

d. Subject to the foregoing requirements to maintain the confidentiality of Confidential Information, Kindred shall be entitled to issue any press release and make any public disclosure with respect to this Agreement or the transactions contemplated hereby that Kindred deems appropriate or desirable, in each case, without the prior consent or approval of JCPS. In contrast, JCPS shall not make any public disclosure with respect to this Agreement or the transactions contemplated hereby without the prior written consent of Kindred, which consent shall not be unreasonably withheld.

10. All employees, volunteers and contractors (including employees of contractors) of Kindred performing services on JCPS school premises during JCPS school hours under this Agreement are required 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 or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

11. JCPS shall not sell, transfer and/or assign the donated renovation, furnishings or technology to any other party or otherwise place the same into the stream of commerce. Upon the end-of-use of the donated renovation, furnishings or technology in whole or in part, JCPS shall disassemble and decommission the non-used donated renovation, furnishings or technology or return the same to Kindred.

12. This Agreement shall be in effect for the period beginning December 1, 2018 and ending June 30, 2019.

13. This Agreement may be terminated by either Party with or without cause upon no less than thirty (30) days written notice to either Party. This Agreement may be terminated immediately by JCPS upon ten (10) business days written notice to Kindred for its failure to cure a material breach of this Agreement.

14. 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 Kindred.

15. During the performance of this Agreement, Kindred 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 age, color, creed, disability, genetic information, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, religion, or political affiliation or beliefs.

16. In the performance of the duties and obligations imposed on each Party by this Agreement, it is mutually understood and agreed that Kindred and Kindred contractors are 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 Kindred and Kindred contractors perform their work and functions.

17. This Agreement contains the entire agreement between JCPS and Kindred and supersedes any and all prior agreements, representations and negotiations, either oral or written, between the Parties before the execution of this Agreement, but any other agreement executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect.

18. If any part of this Agreement is held to be void, against public policy or illegal, the balance of this Agreement shall continue to be valid and binding. This Agreement shall be governed 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 Jefferson County,

Kentucky, Circuit Court, and the Parties expressly waive the right to bring any legal action or claims in any other courts.


THE UNDERSIGNED ARE AUTHORIZED AGENTS OF THE PARTIES WITH AUTHORITY TO BIND THE SAME AND EACH OF THEM HEREBY CERTIFIES TO HAVE READ THIS AGREEMENT AND FULLY UNDERSTANDS AND AGREES TO ITS CONTENTS.

JEFFERSON COUNTY BOARD OF EDUCATION:

Dr. Martin A. Pollio
Superintendent

Date

KINDRED HEALTHCARE, LLC


Name David Windhorst
Title VP, Financial Systems Development

11/16/18

Date

61783074.1

**Attachment A to
Memorandum of Agreement
between
Jefferson County Board of Education
And
Kindred Healthcare, LLC**

SCOPE OF WORK:

The Manual "Honeycomb" would utilize existing classroom 134 and would include the following work:

- Demolition of existing room per contractor breakdown.
- Reconfigure and install new electric and lighting per contractor breakdown.
- Apply "Honeycomb" design scheme, including new paint, carpeting in seating area, and removable wallpaper/wall panels.
- Install custom-built curved wall to house showcase TV and video production system for students to use.
- Furnish space with new desks, chairs, sofas, tables, and more.
- Install technology
- Workstations will be provided for JCPS to install school image.
- Networking requirements TBD based upon discussions with JCPS/Manual networking engineers.
- Design and install exterior room signage.

The parties agreed that Kindred's donation may be limited to an aggregate amount not to exceed \$175,000 (inclusive of renovation costs, furnishings and technology) towards the construction of the Manual "Honeycomb". If the amount required to complete the Manual "Honeycomb" project exceed the cost estimates below, the project may be incomplete unless additional funds are allocated by Kindred or sourced by JCPS from another donor or source of funds. Furthermore, Kindred may terminate its commitment at any time upon no less than thirty (30) days written notice in accordance with paragraph 13 of the Memorandum of Agreement.

COSTS

ESTIMATED COSTS OF RENOVATION - \$45,000

- Demo the existing wall within this space
- Demo the existing lights in the classroom.
- Demo the electrical in the data room.
- Install floor 10 receptacles.
- Install eighty (80) feet of rack lighting.
- Install forty (40) LED track head
- Relocated the existing panel to the east wall.

- Remove the existing chalk board
- Patch any holes on walls
- Paint the entire space, including the ceiling
- Furnish and install carpet on part of this room
- Replace two/three original windows

ESTIMATED COSTS OF FURNISHINGS - \$30,000

ESTIMATED COSTS OF TECHNOLOGY - \$75,000-\$100,000

- 20 desktop workstations with dual monitors
- 10 iPad Pros
- 1 video/photo production workstation
- 2 50" TVs
- 2 Cisco WebEx/Spark Boards
- Microsoft Halo Technology

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC-SCL 950 Breckenridge Lane Suite 50 Louisville, KY 40207		CONTACT NAME: Cole Grieshop PHONE (A/C, No, Ext): 513-852-6363 E-MAIL ADDRESS: cole.griesop@usi.com FAX (A/C, No): 484-652-5341	
INSURED Extreme Property Management, LLC 1600 South Floyd Street Louisville, KY 40208		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Westfield Insurance Company	
		INSURER B : KY Associated General Contractors	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	CWP7771702	09/24/2018	09/24/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CWP7771702	09/24/2018	09/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$0			CWP7771702	09/24/2018	09/24/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20262	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$4,000,000 E.L. DISEASE - EA EMPLOYEE \$4,000,000 E.L. DISEASE - POLICY LIMIT \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured Coverage applies when required by written contract.

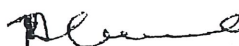
CERTIFICATE HOLDER

CANCELLATION

Jefferson County Public Schools
 3332 Newburg Road
 Louisville, KY 40218

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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