

AGREEMENT

Between

Jefferson County Board of Education

And

Norton Healthcare, Inc.

This Agreement is entered into as of this 12th day of December 2018 between the JEFFERSON COUNTY BOARD OF EDUCATION doing business as 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 NORTON HEALTHCARE, INC. (hereinafter "Norton"), a not-for-profit health care system, with its principal place of business at 4967 U.S. Highway 42, Louisville, Kentucky 40222.

WHEREAS, JCPS and Norton's desire to collaborate for the provision of school-based health services, specifically telemedicine visits between a Norton Provider and JCPS students utilizing telemedicine technology at mutually agreed upon JCPS locations.

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

1. Telemedicine Program:

Through a selection process to be determined by JCPS and Norton, the Parties will pilot a telemedicine program at three (3) JCPS schools (the "Site Schools") Engelhard Elementary, Olmsted Academy North & Iroquois Academy. All such services at the Site Schools will be performed in accordance with the work flow diagram attached hereto as Exhibit A.

2. Duties of Norton:

- a. Medical health services shall be under the direction of Joshua Honaker, M.D. as Chief Medical Administrative Officer (CMAO) of Norton Medical Group, to provide school-based health services including telemedicine 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 Norton 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, Norton shall follow all policies, guidelines, and protocols as established by JCPS Health Services which shall be provided to Norton.
- d. Norton shall provide administrative support for the services provided including maintaining patient records and medical equipment/supplies.
- e. Norton will seek grant funding to cover the costs of providing school-based health services to include medical equipment/supplies, Norton employees/contractors and services provided. JCPS nor student/guardian will be charged or billed for these services.
- f. All patient/provider encounters shall be documented in Norton's electronic medical record system. Health data shall be recorded in Norton's individual patient medical record.
- g. Shall follow Norton's health record clinical policies and procedures.
- h. Require all Norton employees/volunteers/contractors performing telemedicine 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:

- i. Any conviction for sex-related offenses;
 - ii. Any conviction for offenses against minors;
 - iii. Any conviction for felony offenses, except as provided below;
 - iv. Any conviction for deadly weapon-related offenses;
 - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
 - vi. Any conviction for violent, abusive, threatening or harassment related offenses;
 - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- i. Require all employees and/or contractors performing services on JCPS school premises during JCPS school hours under this Agreement 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 were found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

3. Duties of JCPS:

- a. Provide appropriate facilities for Norton employees\volunteers\contractors to use for the purposes described in this Agreement. Such facilities shall be mutually agreed upon by JCPS administrative personnel and Norton administrative personnel. Such use may not interfere with the instructional program of JCPS.
- b. JCPS will provide appropriate staff (school nurses) to assist Norton provider during a telemedicine visit. Staff members will complete education and training competencies under the direction of Norton.
- c. Will ensure each agreed upon location will have internet access that supports usage of Norton provided telemedicine equipment.
- d. JCPS will obtain any necessary written permissions from parents and/or guardians of JCPS students to approve their receiving services including telemedicine services under this Agreement. JCPS will share such authorizations/permissions with Norton.
- e. JCPS will be responsible for returning medical forms to parents.
- f. Shall follow Norton's health record clinical policies and procedures which shall be provided to the principal at each participating school.
- g. Assist Norton employees\volunteers\contractors with the interpretation of applicable JCPS policies and procedures for volunteers and visitors entering JCPS facilities.

4. Term:

This Agreement shall be effective for a term of one (1) school calendar year commencing on December 12, 2018 and ending on June 12, 2019 and is dependent upon approval of grant funding obtained by Norton thru the Norton Foundation. This Agreement shall not automatically renew. At the end of the initial term, the Parties shall reassess the effectiveness of the program to determine whether the program shall continue.

5. Termination:

The Agreement may be terminated by either Party with or without cause upon no less than sixty (60) days written notice to either Party. This Agreement may be terminated immediately by JCPS upon ten (10) business days written notice to Norton for its failure to cure a material breach of this Agreement. This Agreement may be terminated immediately should the funding provided to Norton be withdrawn, rescinded or otherwise cancelled beyond the control of the Norton.

6. 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 Norton.

7. Compliance with Law:

Norton shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to Norton or subcontractor for the duration of this agreement and shall reveal any final determination of a violation by the Norton or subcontractor of the preceding KRS Chapters.

8. Equal Opportunity:

There shall be no discrimination by either Party on the basis 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 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.

9. Confidentiality:

At all times during the term of this Agreement, Norton shall comply with the Family Educational Rights and Privacy Act of 1974. If Norton has access to student records, Norton shall limit its employee's access to those records to persons for whom access is essential to perform this Agreement. 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 Norton with a certificate of insurance upon request.

10. Independent Parties:

In the performance of the duties and obligations imposed on each Party by this Agreement, it is mutually understood and agreed that Norton 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 Norton performs its work and functions.

11. 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.

12. Entire Agreement:

This Agreement contains the entire agreement between JCPS and Norton 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.

13. 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.

14. 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.

15. Applicable Law:

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

16. Indemnification

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

17. Covenant Not to Solicit Employment.

JCPS acknowledges that Norton's present and future employees\contractors now or hereafter employed, or contracted, by Norton are an integral part of Norton's business and that the loss of such employees or contractors will have a substantial adverse effect on Norton's business. Therefore, JCPS covenants to Norton 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 Norton to leave the employ of Norton to work with JCPS or with any person or entity with whom JCPS is or becomes affiliated without the express written consent of Norton 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: _____

Norton Healthcare, Inc.

By:  _____
Joshua Honaker, MD
Chief Medical Administrative Officer
Norton Medical Group

Date: 12-12-18

EXHIBIT A Workflow Diagram

