

MEMORANDUM OF AGREEMENT  
BETWEEN  
JEFFERSON COUNTY BOARD OF EDUCATION  
AND  
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT  
LOUISVILLE, KENTUCKY

This Agreement is entered into this January 9, 2019 between the Jefferson County Board of Education ("JCBE") and the Louisville/Jefferson County Metro Government, acting by and through its Department of Public Health and Wellness ("Metro Government") for use of Jefferson County Public Schools' ("JCPS") facilities to provide various services to students, staff and/or parents. The services to be performed shall be agreed upon by JCBE and Metro Government based on the need for such services and may include support and assistance for communicable disease control and prevention, including vaccine/immunization screenings; Vaccines For Children ("VCF") vaccine and supplies; diabetes education and tobacco prevention. Metro Government is ultimately responsible for its staff and volunteers and the services they provide while they are assigned to JCPS facilities.

**GENERAL TERMS OF AGREEMENT:**

1. This Agreement shall be effective beginning on January 9, 2019. This Agreement shall have an initial term ending on January 8, 2020 and shall automatically renew for up to four successive one-year renewal terms terminating on January 8, 2024, unless either Party gives written notice of non-renewal to the other Party within thirty (30) days prior to the last day of the initial one-year term or the last day of any one-year renewal term. At any time during the initial one-year term or any one-year renewal term, this Agreement may be terminated immediately by mutual consent of the Parties or by either Party upon ninety (90) days written notice to the other Party. If JCBE terminates this Agreement, Metro Government will be permitted to complete the services for the time period in which the ninety (90) day notice becomes effective.
2. The terms of this Agreement shall be reviewed annually by the Parties during the period of thirty (30) days prior to the last day of the initial one-year term and the last day of each one-year renewal term.
3. JCBE and Metro Government are independent Parties and neither shall be construed to be an agent or representative of the other Party, and therefore shall have no liability for the acts or omissions of the other Party. Nothing in this Agreement shall be deemed to create an employment relationship between JCBE and Metro Government, its staff or volunteers.
4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
5. This Agreement contains the entire agreement between JCBE and Metro Government 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.

**METRO GOVERNMENT AGREES TO:**

1. Initiate communication, through appropriate Metro Government staff, with the JCPS Health Services Coordinator or his/her designee to discuss services opportunities at JCPS schools and/or central office facilities.
2. Send to the JCPS Health Services Coordinator, prior to the beginning of the school year or as soon as a service opportunity arises, a list of proposed services and the names of the Metro Government staff and volunteers who may provide the service at the JCPS facilities. All services to be provided must be agreed upon in advance by JCBE and Metro Government.

3. Provide the agreed upon service at no cost to JCPS students.
4. Provide vaccine and supplies for JCPS vaccination clinics, at no cost.
5. Provide adequate staff or volunteers to provide the agreed upon service at schools and/or central office facilities. Metro Government's clinical supervisors and staff are ultimately responsible for the services provided, supervision of its staff and volunteers, guidance, administration of services and follow-up, if needed.
6. Store the original consent form/medical records for health services provided.
7. Follow Metro Government's normal protocols and procedures in conjunction with the JCPS Health Services Coordinator in relation to media during times when health services are being provided.
8. Require and verify that all Medical staff and volunteers performing services at JCPS facilities 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. Metro Government agrees to notify JCPS of any significant change or cancellation of such insurance coverage 30 days prior to such change or cancellation.
9. Meet at appropriate times with the JCPS Health Services Coordinator or his/her designee to evaluate the health services provided and to review this Agreement.
10. Inform Metro Government staff and volunteers that they are not entitled to wages for their activities during the period of affiliation with JCBE and that they are not employees of JCBE when they are assigned to use JCPS facilities. Each individual assigned to JCPS facilities shall sign a statement acknowledging that they are not employed by JCBE.
11. Require all Metro Government 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.
12. Require all Metro Government volunteers performing services on JCPS school premises during JCPS school hours under this Agreement to have on file a Criminal Records Check, per KRS 160.380 and JCPS requirements, completed no more than five years ago. Volunteers 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 on JCPS school premises during JCPS school hours under this Agreement.
13. Notify the JCPS Health Services Coordinator of variations to the schedule due to illness, inclement weather, etc.

14. Provide Metro Government clinical documentation (i.e. medical license, etc.) requirements to the JCPS Health Services Coordinator upon request.
15. To the extent permitted by Kentucky law, hold harmless, indemnify, and defend JCBE and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including Metro Government staff and volunteers, arising from the actions of Metro Government staff and/or volunteers in the performance of this contract.
16. During the performance of this Agreement Metro Government 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.
17. At all times during the term of this Agreement, Metro Government shall comply with the Family Educational Rights and Privacy Act of 1974. If Metro Government has access to student records, Metro Government shall limit its Employees access to those records to persons for whom access is essential to perform this Agreement.

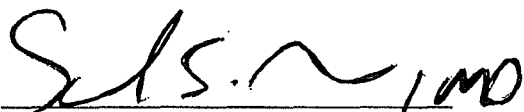
**JEFFERSON COUNTY BOARD OF EDUCATION THROUGH ITS STAFF AGREES TO:**

1. Provide the use of schools and central office facilities to Metro Government to provide the agreed upon services. Such facilities shall be mutually agreed upon by JCPS administrative personnel and Metro Government administrative personnel.
2. Ensure that the proper paper work and consent forms are sent to parents/guardians and returned with the necessary information and signatures before a service is provided.
3. Assist in the preparatory work and planning required for the health services to be provided, including agreed upon process and procedures for Health Services and schools to follow.
4. Assist in transporting vaccines and supplies from Metro Government vehicle into the agreed upon school prior to start of event and back to Metro Government vehicle at the conclusion of event.
5. Ensure that the JCPS facilities used are properly maintained so as to render those facilities amenable to the holding of a health services event.
6. Pick up vaccine and other supplies from Metro Government, if JCPS medical personnel are administering the health services themselves, ensuring that vaccine is stored and handled according to regulations. Administer vaccine in accordance with VFC program guidelines and ensuring that private stock and VFC vaccine are stored separately and given to the appropriate patients. Unused vaccine, etc. will be returned to Metro Government along with a copy of the signed consent forms for students who received the service from JCPS personnel.
7. Contact appropriate Metro Government staff 48 hours prior to JCPS medical personnel picking up any vaccine and other supplies to administer a health service.
8. Supervise student areas where any health service is being performed, and for an appropriate observation time period after a service is performed, if needed.
9. Assist Metro Government administration and staff with the interpretation of JCBE policies and procedures.
10. Ensure accuracy in the information recorded on patient records and forms.

11. To the extent permitted by Kentucky law, hold harmless, indemnify, and defend Metro Government and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including Metro Government staff and volunteers, arising from the actions of JCBE staff and/or volunteers in the performance of this contract

LOUISVILLE/JEFFERSON COUNTY METRO  
GOVERNMENT

JEFFERSON COUNTY BOARD  
OF EDUCATION



Sarah Moyer, MD, MPH  
Director  
Department of Public Health and Wellness

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Martin Pollio, Ed.D  
Superintendent

1-9-19

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