

Site Use Agreement

This Site Use Agreement ("**Agreement**") is made as of the 15th day of September 2020, by and between Humana Inc. ("**Humana**") and the Jefferson County Public School System ("**JCPS**"). JCPS has requested access to the 1st and 2nd floor at the Humana Waterside Building located at 101 East Main Street, Louisville, Kentucky 40202 ("**Location**"; the Location may be changed at anytime based upon mutual consent of the parties) to provide support services, directly and with the help of community partners, to JCPS students and families. The support services and/or access to the facility shall begin on or about September 16th, 2020 and continue through June 15th, 2021 (the "**Term**"). Humana and JCPS shall each have the right to terminate this Agreement unilaterally and without cause with two weeks prior written notice to the other.

Insurance: JCPS will obtain and maintain throughout the term of this Agreement insurance coverage in respect of its use of the Location on the following terms, and name Humana as an additional insured in connection with that coverage, to address all claims, damages, losses, and expenses (including reasonable attorneys' fees), arising out of or resulting from any negligent actions or inactions of JCPS, its employees, subcontractors, or agents during the period when the Location is being used by JCPS and when support services are being provided by JCPS.

Insurance provisions to provide (which JCPS may self-insure)

General Liability	\$1,000,000
Workers Compensation	Statutory
Employers Liability	\$500,000
Auto Liability	\$1,000,000

Such insurance to apply on a primary and non-contributory basis. JCPS will provide Humana with a certificate of insurance evidencing the insurance coverage described above.

Support and Security: Each day, JCPS families will be greeted at the front entrance and be escorted to and from the designated location. JCPS will ensure that all students and JCPS staff have appropriate identification credentials consistent with those maintained in the ordinary course of business consistent with JCPS's past practice visibly present on their person at all times when present at the Location. Except for any Humana employees which Humana and JCPS may mutually permit to serve in a volunteer capacity at the Location or those who are serving in a custodial or security role, it is expressly understood and agreed that no Humana employees will be involved in any aspect of the services and that no employer/employee or agency relationship is created by this Agreement.

Use of Location: JCPS shall use the Location for the sole purpose of providing support services and for no other purpose whatsoever. JCPS will ensure that no other Humana space in the Waterside Building is accessed by JCPS during the term of this Agreement. JCPS shall be responsible for the safety and security

of the students, community partners, and JCPS staff who are utilizing the Location. JCPS will cause all computer hardware utilized at the Location by students, community partners, and JCPS staff to be used in accordance with JCPS guidelines. JCPS shall have a full and sufficient complement of qualified staff and other representatives at the Location each day who will provide the support services and act at all times so as to protect the safety and security of the students and the Humana real and personal property at the Location.

Cleaning and Support: Humana will provide deep cleaning for the Location each evening in accordance with applicable guidelines promulgated by the Centers for Disease Control ("**CDC**"). If such CDC guidelines are not available, Humana will use the best available guidelines provided by the state and federal government. Humana will also provide internet access at the Location for all students, community partners, and JCPS staff. JCPS will provide a daily screening for all students, community partners, and JCPS staff at the Location and will provide required Personal Protective Equipment (PPE).

Enforcement of Agreement: This Agreement has been duly authorized by Humana and JCPS and is binding upon Humana and JCPS and enforceable in accordance with its terms. This Agreement contains the entire understanding between Humana and JCPS with regard to its subject matter. All prior representations or agreements, whether written or oral, are void. No modification of any provision hereof shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

Governing Law: The parties agree that this Agreement shall be deemed to have been made and accepted in Jefferson County, Kentucky, and that the laws of the Commonwealth of Kentucky shall govern any interpretations or constructions of this Agreement. The parties further agree that any action pertaining to this Agreement shall be commenced and prosecuted in the Courts of Jefferson County, Kentucky, and each party hereby submits to jurisdiction of said courts for all purposes hereunder.

JEFFERSON COUNTY PUBLIC SCHOOL SYSTEM

BY: _____

ITS: _____

DATE: _____

Address for Notice:

HUMANA INC.

BY: _____

TITLE: _____

DATE: _____

Address for Notice:

500 West Main Street

Louisville, KY. 40202

Attn: Law Department

