

AGREEMENT

Between

Jefferson County Board of Education

and

Park DuValle Community Health 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 Schools (hereinafter "JCPS"), with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218, and PARK DUVALLE COMMUNITY HEALTH CENTER, INC. (hereinafter "PDCHC"), not-for-profit health care clinic, with its principal place of business at 3015 Wilson Avenue, Louisville, Kentucky, 40211.

WHEREAS, JCPS and PDCHC desire to collaborate for the provision of school-based health services at mutually agreed upon JCPS locations ("Centers").

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

1. Duties of PDCHC:

- a. Medical, dental and behavioral health services within Centers shall be under the direction of the Medical Director, Dental Director, and Behavioral Health Coordinator of PDCHC assigning Advance Practice Registered Nurse ("APRN"), Physician Assistant, Dentist, Registered Dental Hygienist, Licensed Practical Nurse, Certified Medical Assistant, Dental Assistant 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 PDCHC 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, PDCHC shall follow all policies, guidelines, and protocols as established by JCPS Health Services, which shall be provided to PDCHC.
- d. PDCHC shall provide administrative support for the services provided by PDCHC 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. Custodial responsibilities for records include purchase of all related record materials, assuring confidentiality, archiving and release of information.

- f. Both parties shall follow PDCHC health record clinical policies and procedures which shall be provided to the principal of Centers.
- g. Require all PDCHC 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. PDCHC shall require all staff 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 and neglect records maintained by the Cabinet for Health and Family Services.
- i. PDCHC will take precautions to ensure that the employees, contractors, volunteers and agents of the local churches that are in partnership with PDCHC in the health services provided under this Agreement shall not base the content of the services upon any religious policies or procedures; shall not engage in any religious proselytizing or praying during the provision of the services; and shall not incorporate any religious symbols or references of any type in any resources or materials provided to the students as part of the services.
- j. PDCHC shall routinely provide medical and dental services to JCPS staff/ students during scheduled JCPS events when granted permission by the JCPS Manager of District Health and principal. Services shall be rendered by licensed and credentialed PDCHC medical professionals.
- k. If the performance of this Agreement involves the transfer by JCPS to PDCHC of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA"), PDCHC agrees to:

- i. In all respects comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, and any other applicable state or federal law.
- ii. Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than PDCHC and its employees, contractors, volunteers, and agents, without the prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
- iii. Require all employees, contractors, volunteers, and agents of PDCHC to comply with all applicable provisions of FERPA with respect to any such data. PDCHC shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.
- iv. Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. PDCHC shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in section ii of this provision.
- v. Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of PDCHC necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.
- vi. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which it is no longer needed by PDCHC for the purposes of this Agreement. PDCHC will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.

2. Duties of JCPS:

- a. Provide appropriate facilities for PDCHC 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 PDCHC 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 PDCHC.
- c. JCPS will be responsible for returning diagnostic forms to parents.
- d. Assist PDCHC 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 PDCHC with a certificate of insurance upon request.

3. Term:

This Agreement shall be effective for a term of one (1) school calendar year commencing on July 28, 2021 and ending on October 27, 2022. This Agreement shall automatically renew for successive one-year terms for five (5) years terminating on October 27, 2026 subject to an annual right of cancellation to be exercised by either party in writing no later than 30 days prior to the scheduled renewal.

4. Termination:

This agreement may be terminated upon ten business days written notice to PDCHC for its failure to cure a material breach of this Agreement. This Agreement may be terminated immediately should the funding provided to PDCHC be withdrawn, rescinded or otherwise cancelled beyond the control of the PDCHC.

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 PDCHC.

6. Compliance with Law:

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

7. Equal Opportunity:

During the performance of this Agreement, PDCHC 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 shall not discriminate 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

8. Confidentiality:

At all times during the term of this Agreement, PDCHC shall comply with the Family Educational Rights and Privacy Act of 1974. If PDCHC has access to student records, PDCHC 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 PDCHC 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 Park Duvalle Community Health Center. Except as provided herein, JCPS shall not have any control or direction over the manner, methods or means by which PDCHC 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 PDHC 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 PDCHC 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. PDCHC 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 PDCHC, 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 PDCHC's present and future employees\contractors now or hereafter employed, or contracted, by PDCHC are an integral part of PDCHC's business and that the loss of such employees or contractors will have a substantial adverse effect on PDCHC's business.

Therefore, JCPS covenants to PDCHC 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 PDCHC to leave the employ of PDCHC to work with JCPS

or with any person or entity with whom JCPS is or becomes affiliated without the express written consent of PDCHC (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 executed this Agreement on October 27, 2021 to be duly effective as of July 28, 2021.

JEFFERSON COUNTY BOARD OF EDUCATION:

By: _____

Dr. Martin Pollio, Superintendent

Date: _____

PARK DUVALL COMMUNITY HEALTH CENTER, INC.

By:  _____

Dr. Swann Jett, Chief Executive Officer

Date: 10/15/2021