

December 15, 2021

Andrew C. Bledsoe, Deputy Executive Director
Office of Health Data and Analytics
Kentucky Health Information Exchange
8 Mill Creek
Frankfort, KY 40601

Re: Letter of Agreement for COVID-19 Test Reporting

Dear Mr. Bledsoe:

The purpose of this Letter of Agreement (this “**LOA**”) is to set forth the terms and conditions under which Jefferson County Board of Education (“Contributor”) will, directly report the results of COVID-19/SARS-CoV-2 Coronavirus (“**COVID-19**”) testing performed within the Commonwealth of Kentucky (“**State**”).

The terms and conditions for this LOA are:

1. Reporting. For all COVID-19 tests performed by Contributor within the State, Contributor agrees to enter test results information into the Kentucky Health Information Exchange (“**HIE**”) as directed by the State, provided that Contributor shall be required to enter only the test results information necessary for Contributor to fulfill its COVID-19 test reporting obligations under applicable law. Notwithstanding the foregoing, the parties agree that Contributor is not and shall not become a participant in the HIE.

2. Term and Termination. The term of this LOA shall be six (6) months from the Effective Date, with automatic three (3) month extensions. Notwithstanding the foregoing, either party may terminate this LOA at any time upon thirty (30) days’ written notice to the other, or upon ten (10) days’ written notice prior to a new extension.

3. Limitation of Liability. In no event shall either party be liable to the other party under this Agreement for any special, incidental, indirect, exemplary, or consequential damages, whether based on breach of contract,

warranty, tort (including negligence), lost profits or savings, punitive damages, injury to reputation, loss of customers or business, product liability, or otherwise, and whether or not such Party has been advised of the possibility of such damage. Each party acknowledges and agrees that the foregoing limitations of liability are a condition to and material consideration for its entry into this Agreement.

4. Records. All records will be generated and maintained in accordance with applicable state and federal laws and Contributor policies. The parties will maintain the confidentiality and otherwise comply with all applicable privacy rights of medical records and other individually identifiable patient information.

5. Comprehensive Agreement. Contributor and the State acknowledge that this LOA describes the essential terms required to commence the reporting described herein. Further, the parties acknowledge and agree that this is the entire agreement between the parties and shall not convey any additional rights or remedies to either party that are not expressly set forth herein.

6. Governing Law. This LOA will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without reference to conflict of laws provisions thereof.

7. Amendment. No amendment to this LOA will be effective unless in writing and signed by the parties.

8. Counterparts. This LOA may be executed in any number of counterparts, including by facsimile. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument.

Acknowledged, accepted and agreed to on December 15, 2021 (the “**Effective Date**”).

COMMONWEALTH OF KENTUCKY

JEFFERSON COUNTY BOARD OF EDUCATION

By:_____

By:_____

Printed Name:_____

Printed Name: Dr. Martin Pollio

Title:_____

Title: Superintendent