

AGREEMENT

Between

Jefferson County Board of Education

And

Norton Healthcare, Inc.

This agreement is entered into as of July 20, 2022 ("Effective Date") between the JEFFERSON COUNTY BOARD OF EDUCATION doing business as Jefferson County Public Schools ("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. ("Norton"), a not-for-profit health care system with its principal place of business at 4967 U.S. Highway 42, Louisville, Kentucky 40222.

The parties desire to collaborate to provide school-based health services, include: telemedicine visits, educational health services and support and assistance for communicable disease control and prevention, including vaccine/immunizations ("Services"), between a Norton provider and JCPS students utilizing telemedicine technology at mutually agreed upon JCPS locations. Therefore, they agree as follows:

- 1. Telemedicine Program.** The parties will determine a selection process and will collaborate to provide the Services.
- 2. Duties of Norton.**
 - a. Provide the Services under the direction of James Jennings, M.D. Executive Medical Director of Norton Medical Group. All Norton providers performing services under this agreement shall be licensed in the Commonwealth of Kentucky.
 - b. Require and verify that all employees/contractors of Norton performing Services 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. This requirement may be satisfied by a program of self-insurance.
 - c. Follow all policies, guidelines, and protocols as established by JCPS Health Services which JCPS shall provide to Norton.
 - d. Provide administrative support for the Services, including maintaining patient records and providing medical equipment and supplies.
 - e. Upon consent from the parent/guardian or staff member, bill the patient's health insurance for the Services. JCPS will not be charged or billed for the Services. Parents and guardians will not be billed or charged for Services unless consent to bill is received.
 - f. Follow its own health record clinical policies and procedures.
 - g. Require all employees/volunteers/contractors performing the Services 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. Require all employees and contractors performing services on JCPS school premises during JCPS school hours 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 Services, as mutually agreed upon by JCPS administrative personnel and Norton administrative personnel. The proposed use may not interfere with the instructional program of JCPS.
- b. Provide appropriate staff (school nurses) to assist Norton providers during a telemedicine visit. Staff members will complete education and training competencies under the direction of Norton.
- c. Ensure each agreed-upon location has internet access sufficient to support usage of Norton-provided telemedicine equipment.
- d. Obtain any necessary written permissions from parents and/or guardians of JCPS students to approve their receiving the Services and share those authorizations/permissions with Norton.
- e. Return medical forms to parents.
- f. Follow Norton's health record clinical policies and procedures, which Norton shall provide 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.
- h. 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.

4. Term. This agreement shall be effective for a term of one school calendar year, commencing on August 1, 2022 and ending on June 30, 2023. This agreement shall automatically renew for successive one-year terms for five (5) years terminating on June 30, 2028 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.

5. Termination. Either party may terminate this agreement, with or without cause, upon no less than 60 days' written notice to the other party. JCPS may terminate this agreement upon ten business days' written notice if Norton fails to cure a material breach of this agreement. This agreement may terminate immediately if the funding provided to Norton is withdrawn, rescinded, or otherwise canceled beyond Norton's control.

6. Modification. No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon by authorized representatives of both parties.

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, disability, or limitations related to pregnancy, childbirth, or related medical conditions 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. Norton shall comply with the Family Educational Rights and Privacy Act of 1974. If Norton has access to student records, it shall limit its employees' access to persons for whom access is essential to perform the Services.

10. Independent Parties. In performing their respective duties and obligations under this agreement, the parties are acting as independent contractors, 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 is the entire agreement between the parties, and supersedes all prior agreements and discussions between them.
13. **Severability.** If any court of competent jurisdiction holds a provision of this agreement unenforceable, that provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this agreement. If the provision cannot be so modified, it shall be deemed separable from the remaining provisions of this agreement and shall not affect any other provisions.
14. **Counterparts.** This agreement may be executed in counterparts, each of which shall be determined an original and shall together constitute the entire agreement.
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 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 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 these indemnification provisions are determined to be inapplicable under this clause, neither party's right to pursue common law indemnification or contribution claims will be impaired for any reason. This indemnification provision 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 and contractors whether now or hereafter, are an integral part of Norton's business and that the loss of any 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 its termination or expiration, 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.

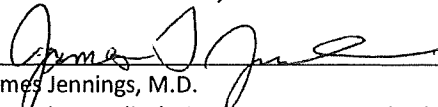
Therefore, the parties have executed this agreement as of the Effective Date.

JEFFERSON COUNTY BOARD OF EDUCATION

Dr. Martin Pollio
Superintendent

Date Signed

NORTON HEALTHCARE, INC.



James Jennings, M.D.
Executive Medical Director, Norton Medical Group

8/8/2022

Date Signed