

**AGREEMENT BETWEEN**  
**Jefferson County Board of Education**  
**And**  
**University of Louisville Physicians, Inc**

This Agreement (hereinafter "Agreement") is entered into on February 8th, 2023 by and 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 UNIVERSITY OF LOUISVILLE PHYSICIANS, INC. (hereinafter "ULP"), with its principal place of business at 300 East Market Street, Suite 400 Louisville, Kentucky 40202.

WHEREAS, JCPS and ULP desire to collaborate for the provision of school-based health services at Georgia Chaffee Teenage Parent Program (hereinafter "TAPP").

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

**1. Duties of ULP:**

- a) Medical services at TAPP shall be under the direction of an attending physician with the assistance of faculty attending physicians, residents, and medical students from the University of Louisville ("UofL") under the attending physician's direction. While performing services under this Agreement, all attending physicians shall be licensed in the Commonwealth of Kentucky.
- b) ULP shall provide clinic based prenatal services and clinic based pediatric services for those TAPP students who choose ULP as their primary care physician.
- c) Hours and dates for medical services shall be mutually agreed upon by both parties.
- d) ULP may bill patients' insurance for the services provided under this Agreement and will treat uninsured and underinsured patients in accordance with its policies.
- e) Require and verify that all employees/contractors of ULP performing services under this Agreement are covered by professional liability insurance in amounts no less than \$1,000,000/\$2,000,000 and provide JCPS with a certificate of insurance upon request.
- f) While performing services under this Agreement, ULP shall follow all policies, guidelines, and protocols as established by JCPS Health Services, which shall be provided to ULP.
- g) All patient/provider encounters shall be documented as directed by JCPS. Health data shall be recorded in an individual patient record as provided by JCPS.
- h) ULP will follow the CDC, Kentucky Healthy at Work, and Healthy at School guidance for safety during the period of the COVID-19 pandemic.
- i) Will ensure that the volunteers/contractors/employees under the supervision of JCPS staff shall comply in all material respects with all applicable laws and regulations and all applicable JCPS policies and procedures of which JCPS informs ULP.

- j) ULP understands and agrees that the Project may not interfere with the instructional program of JCPS.
- k) To the extent that JCPS facilities are closed to students or restricted to visitors, those facilities will also be unavailable to ULP. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to ULP or UofL providers, staff, students, volunteers or contractors.
- l) Require all ULP 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 follow in g, per JCPS Board Policy 03.6, shall not be considered:
  - i. Any conviction for sex-related offences;
  - ii. Any conviction for offenses against minors;
  - iii. Any conviction for felony offenses, except as provided below;
  - iv. Any conviction for deadly weapon-related offenses;
  - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
  - vi. Any conviction for violent, abusive, threatening or harassment related offenses;
  - vii. Other convictions determined by the Superintendent /designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- m) Provide to JCPS Manager of Health Services on the total number of patient encounters through ULP including a breakdown of visits per JCPS APRNs and ULP staff.
- n) ULP shall require all employees/volunteers/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 and neglect records maintained by the Cabinet for Health and Family Services.

**2. Duties of JCPS:**

- a) Provide appropriate facilities for ULP employees\volunteers\contractors to use for the purposes described in this Agreement. Such facilities shall be mutually agreed upon by JCPS administrative personnel and ULP 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 shall provide nursing and administrative support for the medical services provided by ULP at TAPP including scheduling appointments, maintaining patient records, including documentation necessary for insurance billing and providing onsite nursing assistance during medical services clinics as well as services listed on Exhibit A.
- c) 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 ULP.
- d) JCPS will be responsible for returning diagnostic forms to parents.

- e) JCPS will have custodian responsibilities include purchase of all related record materials, assuring confidentiality, archiving and release of information.
- f) Both parties shall follow JCPS's health record clinical policies and procedures, which shall be provided to ULP, its providers and staff.
- g) Assist ULP employees \volunteers\contractors with the interpretation of applicable JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
- h) JCPS nursing staff shall work with the JCPS Health Services Office to provide state and district required health services for all students including (but not limited to) preventive health exams and immunizations.
- i) Eligible visits unrelated to pregnancy will be billed through school-based Medicaid and documented in Infinite Campus.
- j) JCPS nursing staff will enter any immunizations administered by ULP into the state immunization registry.

### **3. Agreement**

This Agreement shall be effective for an initial term commencing on August 31, 2022 through June 30, 2023. This agreement shall auto-renew for one year terms.

### **4. Termination:**

The Agreement may be terminated by either party with or without cause upon no less than 60 days written notice to either party. This Agreement may be terminated immediately by JCPS upon ten business days written notice to ULP for its failure to cure a material breach of this

Agreement. This Agreement may be terminated immediately should the funding provided to ULP be withdrawn, rescinded or otherwise canceled beyond the control of the ULP.

### **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 ULP.

### **6. Compliance with Law:**

ULP shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the ULP or subcontractor for the duration of this agreement and shall reveal any final determination of a violation by the ULP or subcontractor of the preceding KRS Chapters. Both parties shall be and remain in compliance with all applicable laws, regulations, ordinances, etc. for the duration of the term of this Agreement.

### **7. Equal Opportunity:**

During the performance of this Agreement, ULP 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, K.R.S 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, disability, or limitations related to pregnancy, childbirth, or related medical condition.

**8. Confidentiality:**

At all times during the term of this Agreement, both parties shall comply with the Family Educational Rights and Privacy Act of 1974. If either party has access to student records, each 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 ULP is always acting as an independent contractor with respect to JCPS, 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 ULP 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 ULP 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 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. Covenant Not to Solicit Employment:**

JCPS acknowledges that ULP's present and future employees\contractors now or hereafter employed, or contracted , by ULP are an integral part of ULP's business and that the loss of such employees or contractors will have a substantial adverse effect on ULP's business.

Therefore, JCPS covenants to ULP 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 ULP to leave the employ of ULP to work with JCPS or with any person or entity with whom JCPS is or becomes affiliated without the express written consent of ULP (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.

#### **16. Indemnification:**

To the extent permitted by Kentucky law, each party agrees to indemnify and hold the other party harmless from any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused or asserted to have been caused by the negligence of each party, its agents, representatives or employees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the first date written above.

**JEFFERSON COUNTY PUBLIC SCHOOLS**

By: \_\_\_\_\_  
Marty Pollio, Ed.D, Superintendent

**UNIVERSITY OF LOUISVILLE PHYSICIANS, INC.**

By: \_\_\_\_\_  
Tom Miller, CEO