



**Memorandum of Agreement
Between
Jefferson County Board of Education
And
UofL Health, Inc.**

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and UofL Health, Inc., for itself and its affiliates (hereinafter "UofL Health"), a 501(c)(3) a nonprofit corporation governed by an independent Board of Directors and is a related organization (as defined under 42 CFR 413.17) with the University of Louisville's School of Medicine with its principal place of business at 530 South Jackson Street, Louisville, Kentucky 40202.

WHEREAS UofL Health desires to support education focused on health care career pathways, support the exploration of allied health careers and the advancement of health career pathways for students of color and students who are from low-income families attending JCPS schools.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth in this Agreement, JCPS, and UofL Health agree that they will collaborate on the Project as described below.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and UofL Health agree as follows:

1. Duties of JCPS/Schools:

- a. Work with UofL Health to determine the needs with which UofL Health can help, focusing on equity, inclusion, and increasing diversity in health care careers.
- b. With guidance from UofL Health, identify how the school will use donated funding.
- c. Not use the name or logo of UofL Health or its affiliates in printed materials, websites, videos, or social media without prior approval from UofL Health.

2. Duties of UofL Health:

- a. UofL Health's Marketing Department will provide funding in two disbursements to schools as indicated in this Section 2.a. to help schools support a health care career pathway, explore allied health careers, and advance career pathways for students enrolled in the school.
 - i. Seneca High School - \$10,000
 - ii. Fairdale High School - \$10,000
 - iii. J. Graham Brown School - \$5,000
 - iv. Jeffersontown High School - \$5,000
 - v. Waggener High School - \$5,000
 - vi. Butler Traditional High School - \$5,000

- vii. Ballard High School - \$5,000
- viii. Iroquois High School - \$5,000

- e. UofL Health acknowledges that projects involving program evaluation, monitoring activities, or data collection or research of any kind are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research, program evaluation, and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.
- f. If the performance of this Agreement involves the transfer by JCPS to UofL Health 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"), UofL Health and JCPS must manage the data transfer in accordance with FERPA requirements, and UofL Health agrees to the following conditions:
 - i. If UofL Health requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to UofL Health before the JCPS IRB-approved informed consent process has been executed. In this case, UofL Health does not function as an exception under FERPA. UofL Health is responsible for obtaining, and maintaining, signed consent after JCPS IRB approval. No data will be provided under this Agreement without signed consent from the guardian for records requests involving students or from the JCPS employee or community member for records requests involving adults. UofL Health must deliver copies of the signed authorization to JCPS upon request.
 - ii. If UofL Health has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then UofL Health shall:
 - (a) 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.
 - (b) 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 UofL Health and its employees, contractors, volunteers, and agents, without 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.
- g. Require all employees, contractors, volunteers, and agents of UofL Health to comply with all applicable provisions of FERPA with respect to any such data. UofL Health shall require and maintain confidentiality agreements with each

contractor, volunteer, or agent with access to data pursuant to this Agreement. UofL Health shall require that each employee with access to data as outlined herein is informed of its confidential nature and is required to maintain its confidentiality on terms no less restrictive than those contained herein or as otherwise required by applicable law.

- (c) 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. UofL Health shall notify JCPS within 72- hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in this Agreement.
 - (d) 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 UofL Health 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.
- h. Limit data requested from JCPS to the specific elements listed in Attachment A. If the data request is associated with an approved JCPS IRB application, then the data in Attachment A should match the JCPS IRB final approval letter data elements listed.
- i. Adhere to the reporting timeframes (e.g., quarters, semesters, years) service provider requested in Attachment A.
- j. Adhere to the timelines in Attachment A for when a service provider will provide JCPS with UofL Health [lists of students, signed consent forms, etc]. Notify JCPS of unexpected changes in timelines as soon as possible and accept that changes may alter JCPS' capacity to provide requested data.
- k. Use reports produced for this Project only for the purposes described above. The data and reporting shall not be used for personal or institutional or commercial profit.
- l. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- m. Acknowledges that JCPS retains the right to audit at its own expense and during normal business hours UofL Health's compliance with this Agreement.
- n. UofL Health acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.

- o. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS.
- p. 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/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- q. Require all UofL Health 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:
 - i. Any conviction for sex-related offenses.
 - 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.
- r. UofL Health shall require all staff and volunteers 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.
- s. UofL Health staff and volunteers will comply with all applicable JCPS health safety guidelines including rules related to COVID-19 mitigation.
- t. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to UofL Health. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to UofL Health.

2. Mutual Duties:

- a. Each party shall not discriminate based on 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.
 - b. Each party shall comply with all applicable federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the Federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), the federal Health Insurance Portability and Accountability Act (HIPAA) and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
 - c. The administrative offices of JCPS and UofL Health, who are responsible for implementing this Agreement, shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.
4. **Term:** This Agreement shall be effective commencing July 1, 2023 and shall terminate on June 30, 2024. The Agreement may be extended by mutual written Agreement between JCPS and UofL Health.
5. **Payment:** Upon receipt of a fully executed Agreement, UofL Health's Marketing Department will provide \$50,000, in two disbursements of \$25,000, to schools as indicated in Section 2.a. to help schools support a health care career pathway, explore allied health careers, and advance career pathways for students enrolled in the school.
6. **Reporting Requirements:** Within six (6) months of receiving the funding, a School or School District representative is required to provide evidence that the funds have been appropriated based on the Agreement between the School and UofL Health.
7. **Termination:** Either party may terminate this Agreement before the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, UofL Health will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. Either party may terminate this Agreement immediately in the event of a student health or safety concern or a breach of paragraph 2. j above. In the event of an immediate termination, UofL Health shall not be permitted to continue to provide services after receipt of the notice of termination.
8. **Amendment:** This Agreement may be modified or amended only by a written agreement signed by JCPS and UofL Health.
9. **Independent Parties:** JCPS and UofL Health are independent parties, and neither shall be construed to be an agent or representative of the other and, therefore neither shall be liable for the acts or omissions of the other. To the extent permitted by law, each party shall, however, be liable for any negligent or wrongful acts of its employees, students, and invitees.

- 10. Captions:** Section titles or captions in this Agreement are inserted as a matter of convenience and reference and in no way define, limit, extend, or describe the scope of this Agreement.
- 11. Entire Agreement:** This Agreement contains the entire Agreement between JCPS and UofL HEALTH concerning UofL Health and supersedes all prior written or oral agreements regarding the same subject matter.
- 12. Severability:** If a 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 provision.
- 13. Counterparts:** This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed 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. No Duty to Refer:** The parties acknowledge and agree that it is not a direct or indirect purpose of this Agreement that either party is inducing, or attempting to induce, the other to refer any individual to the other or to any other person or facility for the furnishing, or arranging for the furnishing, of any item or service for which payment may be made in whole or in part under Medicare, Medicaid, or any other governmental or private payment program, and that there is no obligation on the part of JCPS or its agents to refer patients to, or order items or services from, UofL Health or its affiliates.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Public Schools:

Marty Pollio, Ed.D
Superintendent

Date

UofL Health:

DocuSigned by:

75A692506554416...

5/31/2023

Ken Marshall
Chief Operating Officer

Date