

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Metro United Way

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 Metro United Way (hereafter "MUW"), with its principal place of business located at 334 East Broadway Louisville, Kentucky 40204.

WHEREAS, on October 30, 2018, the Jefferson County Board of Education approved a Memorandum of Understanding expressing the commitment of the District to participate in the United Community initiative, a broad coalition of community partners coming together to implement a shared technology platform to help Louisville address the social determinants of health by linking education, health, and social services in one interconnected data and referral system; and

WHEREAS, the creation and implementation of the technology platform to share data among doctors' offices, hospitals, schools, and social service organizations at multiple touchpoints, will streamline access, navigation, and coordination of available resources. This "no wrong door" solution ensures those who need support are quickly referred and served, which will be a dramatic improvement over current care referral in Louisville; and

WHEREAS, MUW is serving as the lead organization and fiscal agent for United Community; and

WHEREAS, MUW, on behalf of the United Community partners, entered into an agreement with Unite USA, with its principal place of business 65 North Moore Street, New York, New York 10013, to provide the data and referral system to be used for the United Community initiative, with participating community organizations receiving user licenses, training, and support; and

WHEREAS, JCPS desires to use the Unite USA data and referral platform to efficiently and effectively connect students and their families to wraparound support services to remove barriers to student success, and to work toward systems integration to permit identification of students; and

WHEREAS, JCPS, in separate document to be approved by the Jefferson County Board of Education, is entering into a Confidential Data Privacy Agreement with Unite USA to facilitate the protection of data and student privacy, the accurate reporting of student interventions and outcomes, and the integration of data systems; and

WHEREAS, this Agreement provides for an extension of an existing agreement between JCPS and MUW with a term of July 1, 2023 through June 30, 2024, which will permit the parties to continue and complete the work that has been under way;

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

1. Duties of JCPS:

- a. Upon receipt of initial unlimited access to Unite US End-User Licenses for a period from July 1, 2023 through June 30, 2024, pay Metro United Way the sum of two hundred thousand dollars (\$200,000).
 - i. Identify JCPS staff members to become Unite Us end-users.
 - ii. Work with Unite Us and Metro United Way to ensure that all JCPS staff who are Unite Us end users are fully trained and supported throughout the term of the agreement.
 - iii. Require all JCPS end-users to sign the Unite Us End-User License Agreement and Network Participation Agreement, and Provider Attestation.

2. Duties of MUW:

- a. Provide JCPS with unlimited access to Unite Us End-User Licenses for a period from July 1, 2023 through June 30, 2024.
 - i. Facilitate the coordination of end-user training and network access for JCPS staff to the Unite US data platform.
 - ii. Serve as a liaison to assist in meeting the needs of JCPS, Unite Us, and the United Community network of community partners to effectuate timely and seamless implementation.
- b. 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.
- c. If the performance of this Agreement involves the transfer by JCPS to MUW 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"), MUW and JCPS must manage the data transfer in accordance with FERPA requirements, and MUW agrees to the following conditions:

- i. If MUW 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 MUW before the JCPS IRB-approved informed consent process has been executed. In this case, MUW does not function as an exception under FERPA. MUW 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. MUW must deliver copies of the signed authorization to JCPS upon request.
- ii. If MUW has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then MUW 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 MUW 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.
 - (c) Require all employees, contractors, volunteers, and agents of MUW to comply with all applicable provisions of FERPA with respect to any such data. MUW shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
 - (d) 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. MUW 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 this agreement.
 - (e) 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 MUW 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.

- d. 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.
- e. Adhere to the reporting timeframes (e.g., quarters, semesters, years) service provider requested in Attachment A.
- f. Use reports produced for this project only for the purposes described above. The data and reporting shall not be used for personal or institutional gain or profit.
- g. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- h. Acknowledges that JCPS retains the right to audit MUW's compliance with this agreement.
- i. MUW 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.
- j. 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.
- k. 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.
- l. Require all MUW 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.

- m. MUW 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.
- n. MUW staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
- o. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to MUW. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to MUW.

3. 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 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 respective administrative offices of JCPS and MUW who have responsibility for the implementation of 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 of JCPS and MUW.
5. **Termination:** Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, MUW will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. JCPS 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, MUW shall not be permitted to continue to provide services after receipt of the notice of termination.
6. **Amendment:** This Agreement may be modified or amended only by a written agreement signed by JCPS and MUW.

7. **Independent Parties:** JCPS and MUW 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. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.
8. **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.
9. **Entire Agreement:** This Agreement contains the entire agreement between JCPS and MUW concerning the MUW and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **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.
11. **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.
12. **Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

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

Jefferson County Public Schools:

Metro United Way:

Marty Pollio, Ed.D, Superintendent



Name and Title
Adria Johnson, President & CEO

Date: _____

Date: 2/1/2024

ATTACHMENT A

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

OK AS TO FORM
AMH 1-12-2024



Unite US
217 Broadway Floor 8,
New York, NY 10007
844-786-4838
www.uniteus.com

SIDE LETTER AGREEMENT

This Side Letter Agreement (“**Agreement**”) is entered into as of the last date set forth on the signature page (“**Effective Date**”), by and between Unite USA Inc. (“**Unite Us**”), a Delaware corporation, with its principal office located at 217 Broadway, Floor 8, New York, NY 10007, and The Board of Education of Jefferson County Kentucky (“**Network Participant**” or “**Jefferson County Public Schools**”), with its administrative office located at 3332 Newburg Road, Louisville, Kentucky 40218 (each, a “**Party**” and collectively the “**Parties**”).

WHEREAS, Unite Us has developed a proprietary care coordination and care management platform (the “**Unite Us Platform**”) for a network of health and social service organizations (“**Network Participants**”) to coordinate electronic referrals and case management tasks;

WHEREAS, Jefferson County Public Schools wishes to access the coordinated care network made available via the Unite Us Platform as a Network Participant and signed the Network Participation Terms and Conditions and End User Licensing Agreement to access the Platform; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Service.** Use of the Unite Us platform is subject to this Side Letter Agreement and the Network Participation Terms and Conditions (“**Network Terms**”) and the End User Licensing Agreement (“**EULA**”) which are hereby incorporated into this agreement by reference. In the event of any conflict between this Side Letter and the Network Terms and EULA, this Side Letter shall govern the conflicting provision.
2. The **Indemnity** Provision of the Network Participation Terms and Conditions has been deleted in its entirety and shall now read as follows:

Indemnity. To the extent permitted by law, each Network Participant shall defend, indemnify and hold harmless Unite Us and each other Network Participant, and their respective subsidiaries, affiliates, officers, directors, employees, agents, successors and permitted assigns (each, an “**Indemnitee**”) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, in connection with any third-party claim against any Indemnitee arising out of or resulting from such Network Participant’s failure to comply with any of its obligations under these Network Terms.

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Unite US
217 Broadway Floor 8,
New York, NY 10007
844-786-4838
www.uniteus.com

IN WITNESS WHEREOF, the Parties have caused this Side Letter to be executed by duly authorized representatives of the Parties as of the Side Letter Effective Date.

UNITE USA INC.

**BOARD OF EDUCATION OF JEFFERSON
COUNTY KENTUCKY**

By: 
Name (Print): Apollinaire Amondji
Title: CFO
Date: 2/1/2024

By: _____
Name (Print): _____
Title: _____
Date: _____