

DEPARTMENT OF HEALTH SERVICES

To:

Jesse Bacon

From:

Lesa Howelk

Date:

July 9, 2024

Re:

Red Cross Blood Drives

Please present this opportunity for the Bullitt County Public Schools to work with the American Red Cross. Blood drives will occur throughout the district during the 2024-2025 school year and sponsor groups or individual students, such as those within the Allied Health program will advertise and assist the drives.

Attached you will find the Memorandum of Understanding, and Certificate of Liability Insurance. These agreements are automatically renewable; however, on legal advice, steps will be taken each year to confirm the arrangement. The Certificate of Liability Insurance was reviewed and accepted by Emily Vessels.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 11th day of July, 2024 by and between THE BOARD OF EDUCATION OF BULLITT COUNTY, dba BULLITT COUNTY PUBLIC SCHOOLS, (hereinafter "BCPS") of 1040 Highway 44E, Shepherdsville KY 40165 and THE RIVER VALLEY BLOOD REGION, AMERICAN NATIONAL RED CROSS, (hereinafter "RED CROSS") of 520 East Chestnut St, Louisville, KY 40202.

WHEREAS, the parties hereto desire to establish an understanding and procedures for blood drives in the schools of BCPS; and

WHEREAS, the purpose of this Memorandum is to outline the duties of the respective parties hereto;

NOW THEREFORE, the Parties hereto do hereby agree as follows:

I. DUTIES OF BCPS

- A. To provide suitable facilities for carrying out the reasonable objectives of the Red Cross in a blood drive during regular school hours
- B. To distribute Red Cross literature and post Red Cross notices of upcoming blood drives in advance to maximize participation in blood drives

C. To provide the BCPS Nurse Administrator as liaison for blood drives

II. DUTIES OF RED CROSS

- A. To provide liability insurance coverage for each site of a blood drive with minimum limits of \$5 million per occurrence and naming BCPS as certificate holder on each policy form. Copies of said certificates shall be appended hereto and made a part hereof.
- B. To provide all equipment, materials, and personnel to perform blood drives in a manner acceptable under normal and approved health and medical guidelines
- C. To ensure all participants in blood drives are qualified under normal and approved health and medical guidelines
- D. To provide suitably trained and certified personnel capable of performing proper phlebotomy procedures, including personnel trained in CPR and AED.
- E. To provide suitable nutrition and hydration materials for participants in blood drives
- F. To be responsible for all set up and removal of equipment and materials necessary for a blood drive, leaving the facility in as good condition as when found
- G. To provide an appropriate liaison to cooperate with the BCPS Nurse administrator

III. This agreement shall be effective August 1, 2024 through June 30, 2025 at which time the Red Cross shall give notice of its intent to renew, which may occur annually thereafter; provided, however, either party hereto may give notice of its intent to not renew or to cancel this Memorandum of Understanding with thirty (30) days advance notice to the addresses set forth hereinabove.

In testimony whereof witness the hands of the authorized representatives of the parties hereto this day and year first herein written.

| BULLITT COUNTY PUBLIC SCHOOLS |
|---|
| BY: |
| Jesse Bacon |
| SUPERINTENDENT |
| The Market was |
| |
| KENTUCKY BLOOD REGION |
| AMERICAN RED CROSS |
| Scott Chandler Obt. cn=Scott Chandler, o=American Red Cost, ou=Kentucky Blood Services, o=Merican Red Cost, o=Merican |
| AUTHORIZED OFFICER |

ATTACHMENTS

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER Marsh USA LLC (Philadelphia) PHONE (A/C, No. Ext): E-MAIL 30 South 17th Street Philadelphia, PA 19147 ADDRESS: 215.246.1000 fax215.246.1399 Attn: Redcross.certrequest@marsh.com **INSURER(S) AFFORDING COVERAGE** NAIC # CN102834971-ALL-GAUW-24-25 INSURER A: Old Republic Insurance Company 24147 INSURED
DONOR RECRUITMENT DEPARTMENT INSURER B: AMERICAN NATIONAL RED CROSS INSURER C: **520 E. CHESTNUT STREET** INSURER D LOUISVILLE, KY 40202 **INSURER E** INSURER F: **COVERAGES CERTIFICATE NUMBER:** CLE-005974925-35 **REVISION NUMBER: 10** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF (MM/DD/YYYY) TYPE OF INSURANCE POLICY EXP (MM/DD/YYYY) POLICY NUMBER LIMITS Α Х **COMMERCIAL GENERAL LIABILITY** MWZZ 313806-24 Х 07/01/2024 07/01/2025 **EACH OCCURRENCE** 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) X CLAIMS-MADE OCCUR 5,000,000 SIR \$100,000 10,000 MED EXP (Any one person) \$ 5,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: **GENERAL AGGREGATE** 5,000,000 \$ PRO-JECT POLICY PRODUCTS - COMP/OP AGG INCLUDED OTHER \$ **AUTOMOBILE LIABILITY** OMBINED SINGLE LIMIT \$ **ANY AUTO** BODILY INJURY (Per person) \$ OWNED SCHEDULED AUTOS ONLY BODILY INJURY (Per accident) AUTOS NON-OWNED HIRED PROPERTY DAMAGE (Per accident) AUTOS ONLY **AUTOS ONLY** \$ \$ UMBRELLA LIAB OCCUR **EACH OCCURRENCE** \$ **EXCESS LIAB** CLAIMS-MADE **AGGREGATE** \$ DED RETENTION \$ \$ WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: BLOOD DRIVES TO BE HELD THROUGHOUT THE POLICY PERIOD, 7/1/2024 - 7/1/2025. BULLITT COUNTY BOARD OF EDUCATION IS INCLUDED AS ADDITIONAL INSURED WITH REGARDS TO COMMERCIAL GENERAL LIABILITY COVERAGE WHERE REQUIRED BY CONTRACT. **CERTIFICATE HOLDER** CANCELLATION **BULLITT COUNTY BOARD OF EDUCATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE 1040 HIGHWAY 44 EAST THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. SHEPHERDSVILLE, KY 40165 **AUTHORIZED REPRESENTATIVE**

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Marsh USA LLC

of Marsh USA LLC