

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the “Agreement”) is between the Kentucky Community and Technical College System (“KCTCS”), by and for the benefit of Owensboro Community and Technical College (“OCTC”) and Commonwealth West Healthcare Workforce Innovation Center (dba “HealthForce Kentucky”), and Hopkins County Schools for the lending of certain equipment to be used in training.

AGREEMENT TERM

This Agreement is effective from July 1, 2024, to June 30, 2025. Either party may cancel this Agreement at any time for cause or may cancel without cause on a 30-day written notice. This Agreement can be modified by mutual written consent.

EQUIPMENT

HealthForce Kentucky agrees to lend equipment to Hopkins County Schools with a total value not to exceed \$300,000. Equipment on temporary loan annotated within Addendum 1 – “Equipment Custody Receipt” will remain on file with HealthForce Kentucky.

DUTIES/RESPONSIBILITIES OF HEALTHFORCE KENTUCKY

HealthForce Kentucky shall assume the following responsibilities:

- Maintain accurate accountability of all HealthForce Kentucky equipment loaned under this agreement using Addendum 1 – Equipment Custody Receipt.
- HealthForce Kentucky Director of Internal Operations or the Simulation Manager serve as signatory authority on Addendum 1 – Equipment Custody Receipt.
- Coordinate timely delivery of equipment upon receipt of Certificate of Insurance (COI) with KCTCS/OCTC as “additional insured” from Borrower.
- Coordinate timely retrieval of equipment in coordination with Borrower.

BORROWER RESPONSIBILITIES

Hopkins County Schools shall:

- Name KCTCS/OCTC as additional insured on its General Liability Insurance for the period that the equipment will be in their possession of equal value of the equipment.
- Provide a COI to HealthForce Kentucky with KCTCS/OCTC as “additional insured.”
- Only use the equipment for instructional and continued education purposes.
- Maintain the equipment in as good condition as when received, reasonable wear and tear expected.
- Allow any such equipment to be retrieved and returned to KCTCS/OCTC and/or HealthForce Kentucky upon request.

FINANCIAL TERMS

There are no financial terms related to the loaning of this equipment.

SEVERABILITY

The breach, disagreement concerning, and/or illegality of any single provision of this Agreement shall not nullify the entire agreement.

CHOICE OF LAW AND VENUE

Both parties hereby agree that KCTCS, as a public agency, enjoys sovereign and/or governmental immunity. Per KRS 45A.245, any litigation arising from the alleged breach of this Agreement and/or interpretation of the terms of this Agreement shall be brought in the Franklin Circuit Court. Any negligence claims against KCTCS shall be brought before the Kentucky Board of Claims pursuant to KRS Chapter 49. Furthermore, all terms and conditions in this Agreement to the contrary notwithstanding, the parties understand and agree that state and federal laws governing KCTCS as a public agency shall prevail.

ADDENDUMS

Addendum 1 – Equipment Custody Receipt

FOR Hopkins County Schools:

Name (Signature): _____

Name (Print): _____

Title: _____

Date: _____

FOR KCTCS/OCTC:

Name (Signature): _____

Name (Print): _____

Title: _____

Date: _____