

OK AS TO FORM
KB 01-16-2026

Opioid Settlement
GRANT AGREEMENT

Louisville Metro Government	Grant Agreement
Public Health and Wellness 400 East Gray Street Louisville, Kentucky 40202	
	Grant Date: January 21, 2026
Recipient Name and Address Board of Education of Jefferson County DBA Jefferson County Public Schools P.O. Box 34020 Louisville, KY 40232-4020	Grant Number:
	Grantee EIN: 61-6001316
	Project Title: JCPS Prevention Services and Programming
	Funding Source: Kentucky Opioid Abatement Advisory Commission
	Project Period: 1/21/26 – 7/31/28
LMG Agency Director Connie Mendel Connie.Mendel@louisvilleky.gov 502-574-6639	Budget Period: 1/21/26 – 7/31/28
	Closeout Date: 8/31/28
	Amount of This Award: \$1,600,000.00
	Amount Previously Awarded for Project in This FY: \$0.00
	Total Award Amount to Date: \$0.00
LMG Agency Contact Caliesha Comley Caliesha.comley@louisvilleky.gov 502-574-3547	

THIS AGREEMENT made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through the **Louisville Metro Department of Public Health and Wellness** (hereinafter referred to as "Metro Government"), and **Jefferson County Public Schools**, a Kentucky local government entity (hereinafter referred to as "Grantee"); and,

WHEREAS, Metro Government has received settlement funds funding from the Kentucky Opioid Abatement Trust Fund, through the Kentucky Opioid Abatement Advisory Commission, as set forth in KRS 15.293, attached hereto as **Exhibit B** with regulations found in 40 KAR 9:020 attached hereto as **Exhibit C**, to increase opportunities for everyone to live their healthiest life and reach their full human potential by investing in evidence-based solutions for substance use prevention and addressing the needs of people who experience the greatest barriers to accessing harm reduction, treatment, and recovery services; and,

WHEREAS, Metro Government recognizes the importance of this Project, as defined below, to meet the needs of the citizens across Jefferson County impacted by substance use.

NOW, THEREFORE, it is mutually agreed by and between the Parties hereto as follows:



I. DURATION OF AGREEMENT:

A. This Agreement shall become effective as of **January 21, 2026**, if fully executed, and shall terminate on **July 31, 2028**, with a final report/close out date of **August 31, 2028**.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. Grantee acknowledges that Metro Government has the right to terminate this agreement for any reason, including, but not limited to, Grantee's failure to comply with the terms of this Agreement.

II. PAYMENTS:

A. The total amount of such project funds payable under this Agreement shall not exceed the sum of **1,600,000.00** as set forth in **Ordinance No. 033, Series 2025**, a copy of which is attached hereto as **Exhibit D**, and shall cover expenditures as specified in the Work Program and Budget of the Grantee. Disbursements of funds shall adhere to a reimbursement structure for which the Grantee will invoice Metro Government on a quarterly basis, including documentation of proof of purchase and proof of payment for all expenses. Refer to Section III.H. for reporting requirements.

III. GRANTEE'S SERVICES AND RESPONSIBILITIES

A. Grantee agrees to provide service under the terms of this Agreement and to implement and provide the **JCPS Prevention Services and Programming project** (hereafter the "Project") in accordance with the Work Program and Budget attached hereto as **Exhibit A** and incorporated herein by reference (hereafter the "Work Program"). If Grantee has questions about this grant, Grantee should contact the Metro Awarding Agency; Contact Caliesha Comley, caliesha.comley@louisvilleky.gov, 502-574-3547.

Occasionally there are variances between the estimated budget and the actual expenditures. For this reason, the Grantee may move funds within approved budget line items if the amount of the line item which is moved does not exceed 10% or the sum of \$50,000, whichever is less. The Grantee must submit a written budget revision for any variances exceeding 10% or \$50,000.00 of the approved line items. Regardless of the variance amount, the total amount of funding must remain unchanged, and all new costs must be within the scope of the approved project.

B. Grantee agrees to maintain during the term of this Agreement and retain not less than five (5) years after completion thereof, complete, and accurate records of all Grantee's costs which are chargeable to Metro Government under this Agreement. Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own, Kentucky Auditor of Public Accounts, or any certified public accounting firm selected by Metro Government. The records thus to be maintained and retained by Grantee shall include (without limitation): (i) all payroll records accounting for total time distribution of Grantee's employees working full or part time on this Agreement (to permit tracing to payrolls and related tax returns) or those individuals contracted to provide services, as well as cancelled payroll checks, or signed receipts for payroll payments in cash; (ii) invoices for purchases, receiving and issuing documents, and all the inventory records for Grantee's stores, stock, or capital items; (iii) paid invoices and cancelled checks for materials purchased and for subcontractors; and (iv) any other third party charges. In addition, Grantee will retain all records pertinent to this Program pertaining to participant records, statistical records, and supporting documents for the same period.

C. Grantee agrees that no part of the grant shall be used (i) to carry on propaganda or otherwise attempt to influence legislation; (ii) to influence the outcome of a public election or to carry on a voter registration drive (within the meaning of Section 501(c)(3) of the Internal Revenue Code [“Code”] of 1986).

D. Grantee agrees to not assign, or otherwise transfer, rights or delegate any obligations under this grant without prior written approval from the Metro Government. All interest and/or earnings earned by the Grantee on grant funds shall be considered grant funds for the purposes of this agreement.

E. Grantee agrees that funding received under this Agreement shall be used only for purposes described in KRS 15.291, attached hereto as **Exhibit E**, and the National Opioid Settlement Acceptable Uses of Funds Document, attached hereto as **Exhibit F**.

F. Grantee agrees that prior to receiving funding under this agreement, that they are in good standing or compliance with the Kentucky Secretary of State, the Louisville Metro Revenue Commission, other Louisville Metro grant agencies. Furthermore, Grantee shall provide a most recent copy of IRS Form W-9 and their 501(c)3 tax exempt letter.

G. Grantee agrees to provide a copy of its annual independent audit prior to receiving funding under this agreement. If the grantee has not completed an annual independent audit, the grantee shall be exempted for this requirement by providing a notarized letter or certification explaining the reason for not having an annual independent audit and shall include any further plan regarding annual audit.

H. Reporting

i. Grantee is to submit financial reports monthly to obtain reimbursement in accordance with the approved Work Program and Budget.

The financial report shall account for all funds received and expended by the Grantee, shall include invoices, receipts, timesheets, lease agreements, utilities bills, and corresponding canceled checks or bank statements, and shall be submitted in one PDF file.

Invoices shall account for all expenditures eligible under the Work Program and Budget. Grantee must submit original proof of purchase and proof of payment documents detailed here to support every invoice: (a) all payroll records accounting for total time distribution of Grantee's employees working full or part time on the Agreement (to permit tracing to payrolls, fringe benefits and related tax returns) or those individuals contracted to provide services, as well as cancelled payroll checks, or copies of bank statements showing payroll debits, time tracking logs and semi-annual certifications, as applicable; (b) invoices for purchases, receiving and issuing documents, and all the inventory records for Grantee's stores, stock or capital items; and (c) paid invoices and cancelled checks or bank statements for materials purchased and for subcontractors; and any other third party charges.

Any remaining funds shall be returned to Metro Government. All reports and correspondence shall be emailed to Caliesha Comley at caliesha.comley@louisvilleky.gov or mailed to Louisville/Jefferson County Metro Government, Public Health & Wellness, C/O Caliesha Comley, 400 East Gray Street, Louisville, Kentucky 40202.

ii. Performance and/or Programmatic Reporting: Grantee must submit quarterly programmatic/performance reports on progress toward meeting the goals of the Project. The Programmatic/Performance Report shall be composed of an online survey addressing key performance measures specified in the Work Program and the four questions below:

1. Please describe any challenges to accomplishing project activities.
2. Please describe successes related to accomplishing project activities. Here you may also include additional data collected, narrative descriptions of the data above or other project activities, and employee and participant testimonials, etc.
3. Please provide any additional information important to the project not captured by the responses above. (*response is optional)
4. A budget modification is a reallocation of funds from one expense category to another within the budget. Budget modifications do not alter the total amount of funding. Do you need to request a budget modification at this time? If you select yes, the Opioid Abatement Settlement Coordinator will reach out to you for more information.

Programmatic/performance reports must be submitted to ensure timely reimbursement. Failing to submit programmatic/performance reports for two consecutive quarters will delay processing of financial reports and reimbursement until a completed programmatic/performance report is submitted. The quarterly reporting schedule indicated below shall be followed.

March 15, 2026

June 15, 2026

September 15, 2026

December 15, 2026

March 15, 2027

June 15, 2027

September 15, 2027

December 15, 2027

March 15, 2028

June 15, 2028

August 31, 2028

Programmatic/Performance Reports will be collected and analyzed by Metro Government and Metro Government's contract evaluation partner. Metro government's contracted evaluation partner will conduct additional data collection and evaluation activities beyond quarterly Programmatic/Performance Reports. Participation in any such activities by the Grantee is contingent upon review and approval through the Grantee's Institutional Review Board. The contracted evaluation partner may request secondary data that is publicly available or otherwise published, and the Grantee will provide such data upon request. Any additional data beyond what is published will only be shared if it is expressly permitted under applicable federal and state laws and has received the required approvals through the Grantee's Institutional Review Board (IRB) and data governance processes.

iii. Grantee will complete the Kentucky Opioid Abatement Advisory Commission's (KYOAAC) Recipient Outcomes and Results survey annually on the date determined by Metro Government, responding only to survey items applicable to the Work Program.

I. If it is determined through Metro's financial monitoring process that funds were not spent in accordance with this Agreement, the Grantee will be required to repay the funds or will be denied reimbursement for the funds. Metro Government will notify the Grantee of any repayment and the Grantee will have 15 business days to return these funds.

J. Grantee agrees to cooperate with any Metro monitoring requests, including, but not limited to, desk reviews and on-site visits.

K. Grantee agrees not to dispose of assets purchased with funding under this agreement. Prior to the end of this award, Metro Government will provide instructions to Grantee regarding the disposition of all assets purchased. Grantees may be instructed to:

- i.** Surrender assets to Metro Government at the end of grant's period of performance, or
- ii.** Retain assets and provide payment to Metro Government in the proportional amount of assets' current Fair Market Value (FMV), or
- iii.** Retain assets with no payment to Metro Government.

IV. ADDITIONAL COVENANTS AND REPRESENTATIONS OF GRANTEE:

A. Grantee covenants that it has all necessary power, capacity, and authority to execute and deliver this Agreement and to provide the services contemplated by this Agreement and the Work Program. Grantee further covenants that it is a duly organized and validly existing entity, is qualified to do business in the Commonwealth of Kentucky, has full right, power and authority to enter into this Grant Agreement, and that the person signing on behalf of Grantee is authorized to do so.

B. Grantee covenants that the person executing this Agreement has the full and requisite power to legally bind the Grantee and no additional approvals are required.

C. Grantee agrees to expend all Grant Funds and to implement and administer the Project strictly in conformity with the Work Program and agrees not to materially deviate from the Work Program without the prior written agreement of Metro Government.

D. Grantee agrees that it shall implement and administer the Project in compliance with all applicable laws, regulations, and codes of the federal, state and consolidated local governments.

E. Grantee agrees that in the implementation and administration of the Project it shall not unlawfully discriminate against any person by reason of race, religion, color, sex, national origin, because the person is a qualified individual with a disability, age 40 or over, familial status, sexual orientation, gender identity, is a smoker or non-smoker, or because of the person's Vietnam-era Veteran status.

F. Grantee covenants that this Agreement together with the Work Program is in all respects the legal, valid and binding obligation of the Grantee and the performance of the Project and the compliance with the terms of this Agreement does not and will not violate any existing provisions of the Grantee's articles of incorporation, by-laws or other agreements of organization.

G. Grantee covenants that neither this Agreement, the Work Program, the grant application or any other document submitted to Metro Government in support of this grant contains any untrue statement of any material fact or omits to state any material fact necessary to make the statements

contained therein, and further that there is no fact known to the Grantee that materially and adversely affects, or in the future could materially and adversely affect the ability of the Grantee to implement and administer the Project.

V. HOLD HARMLESS AND INSURANCE REQUIREMENTS: See Exhibit G.

VI. DEFAULT:

Each of the following events or occurrences shall constitute an event of default under this Agreement:

A. Declaration of Bankruptcy of Grantee.

B. Failure to administer and implement the Project in conformity with this Agreement, the Work Program, the funding criteria as set forth in KRS 15.291 and/or the National Opioid Acceptable Use of Funds, attached hereto and incorporated herein.

C. Failure to file in a timely manner the financial and progress reports required by Section III H. of this Agreement or to furnish the additional information to Metro Government if required pursuant to Section III.B. of this Agreement.

D. Disclosure or discovery that the covenants and representations made by the Grantee in this Agreement, the Work Program, the grant application, or other document submitted in support of this Grant Agreement is, was, or shall be false or misleading in any material respect.

E. Disclosure or discovery that goods purchased with Grant Funds have not been used in accordance with the Work Program. In such cases, Grantee shall return said goods to Metro Government or return the amount of the Grant Funds.

VIII. REMEDIES OF METRO GOVERNMENT UPON EVENTS OF DEFAULT:

Upon the occurrence of an event of default, Metro Government, in its sole discretion and without notice to the Grantee, may at any time exercise any one or more of the following rights and remedies:

A. Immediately terminate or suspend the Grant Agreement, and any other Grant Agreement between Metro Government and Grantee, by written notice, after which Metro Government shall be under no obligation to advance any undisbursed Grant Funds to the Grantee.

B. Commence an appropriate legal or equitable action to enforce the Grantee's performance of the terms, covenants and conditions of this Agreement or the Work Program.

C. Declare all Grant Funds previously disbursed to the Grantee to be immediately due and payable in full, without any presentment, demand or notice of any kind, all of which are hereby waived by the Grantee.

D. Commence appropriate legal or equitable action to enforce the rights and remedies of Metro Government, or any one or more of them, pursuant to the terms, covenants and conditions of this Agreement.

E. Exercise any other rights or remedies that may be available to Metro Government pursuant to this Agreement or under applicable laws.

IX. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this agreement, nor does it cause Grantee to be an officer, official, or agent of the Metro Government.

X. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All Parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising there under. Service of process may be accomplished by following the procedures prescribed by law.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the Parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the Parties that are not embodied in this Agreement.

WITNESS the agreement of the parties hereto as attested by their signatures affixed hereon, [DATE].

APPROVED:

APPROVED:

**LOUISVILLE/JEFFERSON COUNTY
GOVERNMENT by and through
its Louisville Metro Department of
Public Health and Wellness by Connie
Mendel**

**Jefferson County Public Schools
Brian Yearwood, Ed.D.**

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Approved as to form:

Print Name

Title

Signature

Date: _____

EXHIBIT A

WORK PROGRAM AND BUDGET

I. GRANTEE INFORMATION

NAME: Jefferson County Public Schools (JCPS)
ADDRESS: P.O. Box 34020, Louisville, KY, 40232-4020
EIN: 61-6001316

II. PERSON RESPONSIBLE FOR GRANT REPORTING

NAME: Naomi Handley
TITLE: Student Behavior Support Team Manager
PHONE: (502) 485-6792
EMAIL: naomi.handley@jefferson.kyschools.us

NOTE: The Substance Use Prevention Manager will assume these responsibilities upon hire.

III. PERSON TO WHOM THE CHECKS WILL BE SENT

NAME: Linda Miller
TITLE: Supervisor Grants & Awards
PHONE: (502) 485-3734
EMAIL: linda.miller2@jefferson.kyschools.us
ADDRESS: 3301 Stober Road, Louisville, KY 40213

IV. PROJECT/PROGRAM NAME

JCPS Prevention Services and Programming

V. KEY PERFORMANCE INDICATOR LOGIC MODEL

Project: JCPS Prevention Services and Programming		
<p>Resources: \$1.6M in funding from Louisville Metro Government for Jefferson County Public School to provide (1) in-school prevention services and (2) in-school prevention programming and education in a cluster of 10-20 project middle (grades 6-8) and high (grade 9) schools, and (3) afterschool prevention programming (in partnership with the YMCA of Louisville).</p> <p>In-school prevention services: One Psychiatric Nurse Practitioner (NP), four Community Health Workers (CHW), funds for conferences (NP) and certifications (CHW), computers (NP/CHW), funds for in-county and out-of-county travel reimbursement (NP/CHW), and barrier relief funds to support students facing financial barriers to accessing services.</p> <p>In-school prevention programming and education: One Substance Use Prevention Manager (PM) and two Substance Use Prevention Specialists (PS), Too Good for Drugs (TGFD) classroom kits, funds for conferences (PM), computers (PM/PS), and in-district (PM/PS) and out-of-district (PM) travel reimbursement.</p> <p>Afterschool prevention programming: A subaward to YMCA of Louisville will be used to purchase Character Strong curriculum materials (books/supplies), LoHi online toolkit (videos, student sessions, downloadable posters, on-demand training), professional development (PD) for existing YMCA Child Enrichment Program (CEP) sites at JCPS school locations.</p>		
Activities:		
<p>In-school prevention services: NP and/or CHWs assess consented students in selected program schools who receive a drug referral; NP and/or CHWs refer students for additional outside services as needed; NP and CHWs complete TGFD training; NP attends relevant conferences; CHWs complete state certification; NP and/or CHWs administer barrier relief funds as needed.</p> <p>In-school prevention programming and education: PM/PS complete TGFD training. PM and/or PS administer TGFD training to students in grades 6-9 and relevant district staff; PM and/or PS complete required TGFD evaluations; PM attends relevant conferences; PM oversees and evaluates PS; PM coordinates with JCPS Health Services (NP/CHW) and YMCA and submits all required grant reports.</p> <p>Afterschool prevention programming: YMCA prepares Character Strong PD; YMCA staff complete Character Strong PD; YMCA staff administer Character Strong during CEP at existing JCPS CEP sites.</p>		
Output Performance Indicators		
Output Measure	Output Target Number	Output Data Source
Number of unique consented students assessed (by NP or CHW)	300/year	Student records
Number of unique students referred to treatment programs (by NP or CHW)	100/year	Student records
Number of healthcare workers or	5	TGFD training session logs

medical professionals who have received training (NP/CHW)		
Number of conferences attended (NP)	1/year	Professional Leave Request
Number of CHW Certifications	4	Certificates
Number of unique families served by barrier relief fund (NP/CHW)	100/year	MUNIS Reports
Number of TGFD certified implementers (PM/PS)	3	State Records
Number of TGFD certified trainers (PM/PS)	3	State Records (“TOT”)
Number of TGFD sessions (PM/PS)	1,450/year	TGFD session attendance logs
Number of unique students attending TGFD sessions (by grade level)	4,350/year	TGFD session attendance logs
Number of schools, in or outside the project cluster, adding programming from community-based partners as facilitated by LMPHW in addition to TGFD programming	10/year	LMPHW will track this based on its records
Number of TGFD evaluations submitted (PM/PS)	145	REACH Evaluation records
Number of training opportunities or sessions offered for educators (TGFD for district staff)	6	TGFD training session logs
Number of conferences attended (PM)	1	Professional Leave Request
Number of PS evaluations (PM)	3	HR administrative records
Number of LMPHW quarterly grant reports submitted (PM)	11	LMPHW records
Number of YMCA staff completing Character Strong PD	39	YMCA training session logs
Number of Character Strong sessions	195	YMCA CS attendance logs
Number of unique students attending Character Strong sessions	780	YMCA CS attendance logs
Number of training opportunities or sessions offered for educators (CS)	1	YMCA training session logs
Outcome Performance Indicators		
Outcome Measure	Outcome Target Number	Outcome Data Source
Percent of consented students in selected schools who receive a drug referral will be assessed by a grant-funded NP or CHW	100%	Student records
Percent of students in selected schools who receive TGFD training	80%	TGFD session attendance logs & CASCADE enrollment data
Percent of JCPS CEP sites administering Character Strong curriculum	100%	YMCA session logs
Impact: A decrease in the percentage of JCPS students who engage in substance use and in associated negative outcomes (behavior referrals, suspensions, arrests, and overdoses).		

EXHIBIT A

PROJECT WORK PROGRAM

JCPS will use a Kentucky Opioid Abatement Trust Fund award to develop a prevention infrastructure and workforce to provide (1) in-school prevention services, (2) in-school prevention programming and education, and (3) afterschool prevention programming. The in-school components will serve a cluster of 10-20 middle (grades 6-8) and high schools (grade 9) most in need of prevention services based on the number of drug and alcohol referrals. JCPS will partner with YMCA of Louisville to offer afterschool programming in its existing YMCA Child Enrichment Program (CEP) sites. Not shown below are indirect costs of \$67,655

In-School Prevention Services (\$788,349): JCPS Health Services will use \$705,507 in settlement funds to provide a Psychiatric Nurse Practitioner (NP) and four Community Health Workers (CHW) to support the cluster of 10-20 project schools.

Specific activities include:

- NP/CHWs assess consented students who receive a drug referral in selected program schools.
- NP/CHWs refer students for additional outside services as needed
- NP/CHWs complete TGFDF training
- NP attends relevant conferences
- CHWs complete state certification
- NP/CHWs administer barrier relief funds as needed

In-School Prevention Programming and Education (\$653,130): JCPS Climate and Culture will use \$577,130 in settlement funds to provide a Substance Use Prevention Manager (PM) and two Substance Use Prevention Specialists (PS) to support the cluster of 10-20 project schools.

Specific activities include:

- PM/PS complete TGFDF implementer training
- PM/PS complete TGFDF trainer certification
- PM and/or PS Administer TGFDF training to students in grades 6-8, 9, and relevant district staff
- PM and/or PS complete required TGFDF evaluations (REACH Evaluation Surveys)
- PM attends relevant conferences (one per year)
- PM oversees and evaluates PS
- PM coordinates with JCPS Health Services and YMCA and submits are required grant reports

Afterschool Prevention Programming (\$90,866): JCPS will provide a subaward to YMCA of Louisville to provide Character Strong programming to elementary and middle school students during the YMCA's Child Enrichment Program (CEP) at all existing district CEP school sites.

Specific activities include:

- YMCA staff prepare Character Strong professional development (PD)
- YMCA staff complete Character Strong PD
- YMCA staff obtain parental consent for CEP students to participate in Character Strong
- YMCA staff administer Character Strong to consented students at existing JCPS CEP sites

EXHIBIT A**BUDGET**

Budget Category	Description	Total Budget
Personnel Salaries	One Psychiatric Nurse Practitioner (\$284,200); Four Community Health Workers (\$377,136); One Substance Use Prevention Manager (\$245,781); Two Substance Use Prevention Specialists (\$295,704)	\$1,202,821
Fringe Benefits	Life Insurance (\$932); Liability Insurance (\$704); Long Term Disability (\$1,444); Medicare Match (\$17,441); KTRS (\$36,084); Unemployment (\$960), Workers Compensation (\$22,251)	\$79,816
Travel	In-County PNP/CHW/PM/PS (\$3,000); Out-of-County for conferences PNP (\$3,000), PM (\$1,000) conferences and CHW (\$1,000) certifications (\$5,000)	\$8,000
Training	PNP (\$2,000) and PM (\$1,000) conference registration, CHW (\$4,000) certifications	\$7,000
Supplies	Too Good for Drugs Curriculum (Classroom kits for grades 6-8, high school)	\$70,000
Equipment	PNP/CHW (\$6,000) and PM/PS (\$3,000) laptops	\$9,000
Other	Subaward to YMCA of Louisville to administer Character Strong during CEP (\$90,866); Barrier relief fund to support student access to services (\$64,842); Indirect Costs at 4.41% KDE restricted rate (not charged on technology and only on first \$25k of professional service contracts \$67,655)	\$223,363
Total Amount		\$1,600,000

**EXHIBIT B
KRS 15.293**

**EXHIBIT C
40 KAR 9:020**

**EXHIBIT D
Metro Council Ordinance**

**EXHIBIT E
KRS 15.291**

**EXHIBIT F
National Opioid Settlement Acceptable Uses of Funds**

EXHIBIT G

HOLD HARMLESS AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Grantee (hereinafter referred to as "Contractor") shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents, successors in interest, agencies, departments, affiliates and assigns from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

II. INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the Commonwealth of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to **Louisville/Jefferson County Metro Government's Purchasing Division** and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government (Metro). Metro may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

- A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

"The Louisville/Jefferson County Metro Government, along with its elected and appointed officials, employees, agents, successors, agencies, departments, affiliates, and

assigns are included as and deemed an "Additional Insured" with respect to the operations of the Named Insured performed under this contract."

B. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY:** via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:

- a. Premises - Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. Broad Form Property Damage
- e. Independent Contractors Protective Liability
- f. Personal Injury

III. ACCEPTABILITY OF INSURERS: Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro Government's Risk Management Division.

IV. MISCELLANEOUS

A. The Contractor shall procure and maintain insurance policies and shall furnish Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).

B. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
611 West Jefferson Street
Louisville, Kentucky 40202

C. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

- D. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro Government's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro Government's Risk Management Division within two business days. If Contractor fails to notify Metro Government as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro Government reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.
- E. Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

JOB TITLE:	PSYCHIATRIC NURSE PRACTITIONER HEALTH SERVICES
DIVISION	CHIEF OF STAFF
SALARY SCHEDULE/GRADE	ii, GRADE 8
WORK YEAR:	AS APPROVED BY THE BOARD
FLSA STATUS	EXEMPT
JOB CLASS CODE:	[To be assigned]
BARGAINING UNIT:	CLAS

REVISED Submitted:

SCOPE OF RESPONSIBILITIES
<p>Functions in an expanded psychiatric nurse practitioner role as defined by the Kentucky Board of Nursing. Provides direct mental health services including assessment, diagnosis, treatment, and follow-up care; prescribes medications as appropriate. Leads district efforts to integrate mental health and substance use prevention and treatment into the school setting. Serves as a bridge between the healthcare and education systems, ensuring students have access to necessary psychiatric, behavioral health, and substance use support. Works with Zone leaders, principals, and interdisciplinary teams to identify and address behavioral health barriers to student learning using data-informed strategies.</p>

PERFORMANCE RESPONSIBILITIES & EVALUATION CRITERIA
<p>Provides comprehensive psychiatric assessment, diagnosis, treatment planning, and prescribing of medications for students in alignment with the Kentucky Board of Nursing scope of practice and psychiatric clinical standards of care.</p>
<p>Conducts mental health screenings, crisis interventions, and follow-up care with a focus on early identification and management of mental health concerns that may impede learning.</p>
<p>Provides substance use prevention, early intervention, and follow-up services, including education, screening, brief counseling, and referral to treatment as needed.</p>
<p>Collaborates with families, educators, district staff, and community mental health and substance use providers to coordinate psychiatric and psychosocial care for students.</p>

Obtains complete psychiatric, psychosocial, substance use, and medical histories and records findings in the district electronic health record (EHR).
Provides individual, group, and family counseling/therapy within scope of practice; makes referrals for specialized psychiatric, psychological, or substance use care when needed.
Promotes mental health and substance use wellness through preventive interventions, education, and training for staff, students, and families.
Provides consultation and professional development to school nurses, counselors, social workers, and administrators on mental health, trauma-informed care, behavioral interventions, and substance use prevention.
Ensures accurate documentation, reporting, and participation in Medicaid billing processes in accordance with district standards.
Maintains current certification in psychiatric nursing practice, as well as CPR and first aid.
Serves as a resource for district initiatives related to behavioral health, suicide prevention, substance use prevention, and social-emotional learning.
Supports district efforts to address social determinants of health, equity, and access to mental health and substance use services, integrating data-driven approaches to reduce barriers to academic success.
Completes required trainings and compliance requirements by designated deadlines.
Performs other duties as assigned by supervisor.
Regular, predictable performance is required for all performance responsibilities
This position requires reporting to various worksites throughout JCPS based on caseload/programmatic assignments

PHYSICAL DEMANDS

This work is conducted in office, clinical, and school settings. This position has both inside and outside environmental conditions. Requires occasional lifting, standing, and walking. Frequent talking, hearing, and visual acuity are necessary.

MINIMUM QUALIFICATIONS

Current license as a Certified Advanced Practice Registered Nurse (APRN) Practitioner in the State of Kentucky or license recognized by the KY Board of Nursing through the interstate Compact

Master's Degree

Current Psychiatric Nurse Practitioner Certification (PMHNP-BC)

Two (2) years of successful nursing experience
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Effective communication skills

DESIRABLE QUALIFICATIONS

Experience working with children and adolescents in school, community, or outpatient psychiatric and substance use settings.
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Training in trauma-informed care, crisis intervention, and culturally responsive mental health and substance use practices.

Experience working with diverse populations and families.

Knowledge of evidence-based behavioral health and substance use prevention strategies in school settings.



NEW or
REVISED:
DATE

JOB TITLE:	SUBSTANCE USE PREVENTION MANAGER
DIVISION:	CULTURE & CLIMATE
SALARY SCHEDULE/GRADE:	GRANT FUNDED/10
WORK YEAR:	AS APPROVED BY THE BOARD
FLSA STATUS:	EXEMPT
JOB CLASS CODE:	
BARGAINING UNIT:	CERX

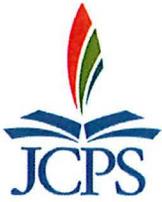
SCOPE OF RESPONSIBILITIES
Provides leadership and coordination for the district's evidence-based prevention programming. Responsible for building prevention infrastructure, managing partnerships, and developing a prevention workforce to ensure youth receive high-quality, research-based programming. Works collaboratively with schools, departments, and community partners to interrupt pathways to substance use, reduce risk factors, and promote positive outcomes for students.

PERFORMANCE RESPONSIBILITIES & EVALUATION CRITERIA
Supervises and provides directions to implement goals, objectives, and functions of district prevention programming.
Initiates policy, formulates, and recommends prevention goals and objectives aligned with grant requirements and district priorities.
Develops and monitors the prevention program budget, ensuring compliance with grant funding guidelines.
Coordinates and supports implementation of a substance abuse curriculum across schools, ensuring program fidelity and effectiveness.
Develop reports and maintain documentation required for grant compliance and evaluation.
Facilitates partnerships with community organizations to strengthen prevention infrastructure and support for schools.
Provides technical assistance and professional learning for school staff and prevention specialists.
Assures compliance with federal, state, and district policies, as well as grant regulations.
Evaluates and provides leadership to prevention specialists as assigned.
Performs other duties as assigned by supervisor.

PHYSICAL DEMANDS
The work is primarily sedentary. The job requires the use of hands for simple grasping and fine manipulation. Work at times requires bending, squatting, crawling, climbing, reaching with the ability to lift, carry, push, or pull light weights.

MINIMUM QUALIFICATIONS
Master's degree in education, Counseling, Social Work, Public Health, or related field.
Three (3) years of successful teaching, counseling, or prevention-related experience.
Demonstrated leadership experience, effective communication, and collaboration skills.
Kentucky Administrator Certification (Principal Certification)

DESIRABLE QUALIFICATIONS
Experience with evidence-based prevention programs.
Knowledge of substance use prevention, youth development, or public health.
Grant-funded position for two (2) years.



NEW or
REVISED:
DATE

JOB TITLE:	SUBSTANCE USE PREVENTION SPECIALISTS
DIVISION:	CULTURE & CLIMATE
SALARY SCHEDULE/GRADE:	GRANT FUNDED/ III
WORK YEAR:	AS APPROVED BY THE BOARD
FLSA STATUS:	EXEMPT
JOB CLASS CODE:	
BARGAINING UNIT:	CERT

SCOPE OF RESPONSIBILITIES

Provides leadership and direct support for classroom-based prevention programming. Works under the direction of the Substance Abuse Prevention Manager to implement evidence-based prevention education, provide professional learning, and collaborate with school staff and community partners. Supports the district's prevention infrastructure to ensure youth receive consistent, high-quality programming that reduces risks and promotes positive outcomes.

PERFORMANCE RESPONSIBILITIES & EVALUATION CRITERIA

- Coordinates and delivers prevention education programming in schools using a substance abuse curriculum.
- Provides coaching and support to school staff to ensure fidelity of program implementation.
- Collaborates with district departments and community partners to align prevention services and resources.
- Completes all training and compliance requirements as assigned and by the designated deadline.
- Assists in developing and delivering professional learning related to prevention strategies.
- Maintains program documentation and provides data for grant compliance and evaluation.
- Supports communication and outreach to families and community partners regarding prevention initiatives.
- Models effective prevention practices and builds school capacity to sustain programming.
- Assures compliance with federal, state, and district policies, as well as grant regulations.
- Performs other duties as assigned by the Prevention Manager or supervisor.

PHYSICAL DEMANDS

The work is primarily sedentary. The job requires the use of hands for simple grasping and fine manipulation. Work at times requires bending, squatting, crawling, climbing, reaching, with the ability to lift, carry, push, or pull light weights.

MINIMUM QUALIFICATIONS

- Master's degree in education, Counseling, Social Work, Public Health, or related field.
- Teaching Certification, two (2) years of experience working with youth in an educational or prevention setting.
- Knowledge of evidence-based prevention practices.
- Effective communication and collaboration skills.

DESIRABLE QUALIFICATIONS

- Experience implementing classroom-based prevention curricula.
- Knowledge of youth substance use prevention and intervention strategies.
- Grant-funded position for two (2) years.