



JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent
FROM: Dr. Lee Barger, Director CCR/Innovative Programs
RE: Clinical Facility Agreement with Bellarmine University
DATE: October 30, 2025

Please find attached the Clinical Facility Agreement between Bellarmine University and Bullitt County Public Schools for the 2025-2026 school year.

This agreement has been reviewed by Dinsmore & Shohl LLP. Please place this agreement for approval on the November board agenda.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

**COLLEGE OF HEALTH PROFESSIONS
BELLARMINE UNIVERSITY**

CLINICAL FACILITY AGREEMENT

This agreement entered into this _____ (date) between Bellarmine University, Louisville, Kentucky, hereinafter referred to as the "University" and _____ (Site) hereinafter referred to as the "Clinical Facility", shall govern the use of the facilities of the latter by the University faculty and students enrolled in Bellarmine University College of Health Professions.

WHEREAS, it is to the mutual benefit of the Clinical Facility and the University to cooperate in educational programs; and,

WHEREAS, it is in the best interests of the parties hereto, to jointly plan for the organization, administration, and operation of the educational programs;

NOW THEREFORE, in consideration of the mutual covenants by each party to be kept and performed, the University and Clinical Facility agree that any program established and implemented by University and Clinical Facility shall be covered by and subject to the following terms and conditions:

ARTICLE I - UNIVERSITY RESPONSIBILITIES

- A. The University as required by the Clinical Facility shall warrant that each student assigned to work within the Clinical Facility is in good standing in the University and has evidence that those specific requirements set forth by the Clinical Facility such as CPR, HIPAA training, criminal background checks, and a satisfactory health record including the required tests and immunizations are on file at the University and can be verified and/or provided.
- B. The University shall ensure that students understand that they are not entitled to any type of compensation from the Clinical Facility or the University for their activities pursuant to this agreement and that they are not employees of the Clinical Facility or the University when acting pursuant to this agreement.
- C. The standards and philosophy of education, the instruction, and preparation of all instructional schedules and plans, including hours of clinical experience, shall be the responsibility of the University. These standards and plans shall be made available to authorized Clinical Facility personnel.
- D. The University's educational program shall maintain accreditation by the Southern Association of Universities and Schools, and/or other appropriate accrediting agencies.
- E. The University shall provide copies of insurance policies of personal professional liability coverage for both University faculty and for pre-professional students with minimum coverage of \$1,000,000 per medical incident.

- F. Supervision of students will be in such numbers and such times as the parties hereto agree.
- G. The University agrees and shall advise all students that if they require emergency health care, while participating in a program pursuant to this agreement, the emergency health care shall be at the expense of the student and/or his insurance carrier.
- H. The University agrees to keep written authorization for the release of specified student records such as those pertaining to CPR and HIPAA training, criminal background checks, health records including required tests and immunizations, and liability coverage from each student assigned to the Clinical Facility.
- I. Students will be instructed in preclinical study policies and procedures regarding OSHA Standards and Regulations and Universal Precautions by University faculty.

ARTICLE II – CLINICAL FACILITY RESPONSIBILITIES

- A. The Clinical Facility shall be responsible for and retain absolute control over the organization, administration, operation and financing of its services and ultimate responsibility for patient care and welfare where applicable.
- B. The University shall be informed by the Clinical Facility regarding additional research or educational programs and changes in the facility that may affect the University. Where multiple educational programs exist, the Clinical Facility shall devise ways for coordination so that all programs may have maximum benefit of learning experiences.
- C. The Clinical Facility, if a hospital, shall be accredited by the Joint Commission for the Accreditation of Hospitals or a similar appropriate accrediting agency. If the Clinical Facility is an organization other than an accredited hospital, then it shall be operated in accordance with acceptable health care standards.
- D. The Clinical Facility shall be responsible for requesting the University provide the criminal background checks on students and University faculty as required by law.
- E. No reduction in staff shall be made by the Clinical Facility due to the presence of students and University faculty.
- F. Available space in the building(s) specified by the Clinical Facility shall be established, and made accessible to the University faculty and students for classroom instruction, conferences, and library purposes undertaken pursuant to this agreement.
- G. Students will be assured of workplace/clinical setting protections consistent with those of employees, according to OSHA Standards.
- H. Students will be instructed in specific Clinical Facility policies and procedures regarding OSHA Standards and Regulations and Universal Precautions by Clinical Facility personnel.

- I. Clinical Facility shall provide a post-exposure management program or medical treatment, consistent with the policies applicable to employees, to students and University faculty who sustain exposure to blood, certain fluids and/or other injuries when sustained while functioning in the formal capacities of student or University faculty member. Any expense(s) incurred resulting from exposure, injury, or other incident is the direct responsibility of the student or University faculty member. If a University faculty member is not immediately available in the Clinical Facility at the time of the incident, exposure or injury, the Clinical Facility will notify the program Director or designee of any incident, exposure or injury.
- J. The Clinical Facility will designate a Clinical Education Coordinator, for appropriate programs, whose responsibility will be to provide the liaison required to support those University program(s).
- K. Any compensation paid to the Clinical Education Coordinator(s) shall be the sole responsibility of the Clinical Facility.

ARTICLE III – STUDENT RESPONSIBILITIES

- A. Sign an acknowledgment consenting to abide by the terms of this agreement.
- B. Comply with the policies and procedures of the University and Clinical Facility.
- C. Possess professional liability insurance coverage, as appropriate.
- D. Provide appropriate health records for the University and Clinical Facility.
- E. Provide appropriate authorization for the University to release appropriate records to the Clinical Facility.
- F. Each student shall indemnify and hold harmless the Clinical Facility and the University, their directors, officers, employees, and agents from and against any and all claims, demands, suits, judgments or awards, including costs and attorney's fees, arising out of or in any way connected with the activities of the student in any way related to the student's service in the Clinical Facility; provided, this indemnification does not extend to claims, demands, judgments, suits or awards arising from the negligence or intentional acts or omissions of the Clinical Facility or the University, their directors, officers, employees or agents.

ARTICLE IV – JOINT RESPONSIBILITIES

- A. The Clinical Facility and the University shall provide liaison from service and educational staffs for regular meetings to assure systematic planning and the exchange of information regarding policy changes, problems, and new developments. The Clinical Facility shall retain the right to control access to its facilities by students and University faculty members. In the event the behavior of student(s) or University faculty should become disruptive of the established practices of the Clinical Facility or its standing in the community, the action shall be reported immediately, in writing, to the Vice Provost, College of Health Professions at Bellarmine University. The University shall immediately remove any student(s) or University faculty pursuant to the reasonable request of the

Clinical Facility if the student(s) or University faculty has violated the rules and regulations of the Clinical Facility, disclosed information that is confidential by law, has engaged in conduct that disrupts the activities carried on by the Clinical Facility or its standing in the community, or threatens the safety of Clinical Facility personnel or patients.

- B. The University and the Clinical Facility agree to cooperate in the investigation of any incident or accident arising out of the educational program undertaken pursuant to this agreement.
- C. The maximum number of students per clinical placement shall be agreed upon, in writing, prior to the first day of clinical. The number of students shall be determined by the availability of adequate clinical experience and resources for the students' learning.
- D. The University, the Student, and the Clinical Facility shall carry out the responsibility and obligations under this Agreement at all times in compliance with Federal, state and local laws, rules and regulations, the policies, rules and regulations of the University and the Clinical Facility, the medical staff bylaws of the Clinical Facility and the applicable standards of JCAHO or other accrediting body. In the event of differences existing or occurring in the rules, regulations or questions on education, clinical, practicum, medical or other agency practices, the Clinical Facility rules, regulations or practices shall prevail.
- E. No student or University faculty shall be discriminated against because of race, color, sex, religion, age, disability or national origin.
- F. This Agreement shall be for a term of one year beginning on the date shown above and shall be automatically renewed for additional one year periods on the anniversary of such date unless terminated by the Clinical Facility or by Bellarmine University giving not less than six months written notice prior to the anniversary date of the party's intention to terminate the agreement. A consideration relative to cancellation of this agreement will be a thorough assessment of the impact upon students who are already active participants at the Clinical Facility.
- G. The parties agree that:
 - a. The Clinical Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulations");
 - b. To the extent that students are participating in the program(s) and University faculty members are providing supervision at the Clinical Facility as part of the Program, such students and University faculty members shall:
 - 1. Be considered part of the Clinical Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR § 164.103, but shall not be construed to be employees of the Clinical Facility;

2. Receive training from the Clinical Facility on, and subject to compliance with, all of the Clinical Facility's privacy policies adopted pursuant to the HIPAA Privacy Regulations;
 3. Not disclose any Protected Health Information, as that term is defined by 45 CFR § 160.103, to the University which a student has accessed through program participation, or which a University faculty member has accessed through the provision of supervision at the Clinical Facility, that has not first been de-identified as provided in 45 CFR § 164.514(a);
- c. The University will never access or request to access any Protected Health Information held or collected by or on behalf of the Clinical Facility, from a student or University faculty member who is acting as a part of the Clinical Facility's workforce that has not first been de-identified as provided in 45 CFR § 164.514(a); and
 - d. No services are being provided to the Clinical Facility by the University pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR § 160.103.
- H. This document constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all other communications, whether written or oral and is binding upon the parties, their successors, heirs, executors, legal representatives and permitted assigns.
- I. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent and any attempt to the contrary shall be void.
- J. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.
- K. This Agreement itself shall not be deemed to create a joint venture or partnership between the parties. Neither party shall, as a result of this Agreement, be considered an agent, representative or employee of the other, nor shall any party have the power to make any contractual commitment or expenditure binding upon the other party without the other party's written consent.
- L. This Agreement will be governed by the laws of the Commonwealth of Kentucky.
- M. Any notice required to be given hereunder shall be provided by certified mail addressed to the following:

To the Clinical Facility:

Name

Address

Title

To Bellarmine University:

Mark R. Wiegand, PT, PhD
Provost
Bellarmine University
2001 Newburg Road
Louisville, Kentucky 40205

IN WITNESS THEREOF, we have hereunto set our hands
this_____.

CLINICAL FACILITY:

BELLARMINE UNIVERSITY:

Representative (name and title)

Heather Owens, PhD, RN
Dean, Lansing School of Nursing and
Clinical Sciences

Officer (name and title)

Mark Wiegand, PT, PhD
Provost