



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

TO: Dr. Jesse Bacon, Superintendent
FROM: Dr. Lee Barger, Director CCR / Innovative Programs
DATE: May 12, 2026
RE: U of L Health-South Hospital MOA 2026-2027

Please see the attached Memorandum of Agreement between UofL Health, Inc. and Bullitt County Public Schools. The purpose of this MOA is for our students to do their phlebotomy clinic at UofL Health South. This MOA will be in effect from July 1, 2026 - June 30, 2027.

This agreement has been reviewed by Dinsmore & Shohl LLP. Please place this request for approval on the June 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

**AGREEMENT
FOR PROGRAM AFFILIATIONS**

BETWEEN

UOFL HEALTH, INC. ("Affiliating Agency")

AND

Bullitt County Public Schools ("School District")

Purpose:

The purpose of this Agreement is to establish guidelines and responsibilities of the education component for students enrolled and in good standing in the Healthcare Career programs at **Bullitt County Public Schools**. This Agreement will apply to all of Affiliating Agency's affiliates and their related facilities and practices, including, without limitation, (i) University of Louisville Physicians, Inc., (ii) UofL Health-Louisville, Inc. (including Jewish Hospital, Heart Hospital, Mary and Elizabeth Hospital, Peace Hospital, South Hospital, Frazier Rehab Institute, Rudd Hearth and Lung Center, Abraham Flexner Outpatient Center, Medical Center East, Medical Center Southend, Medical Center Northeast, and Medical Center Southwest), (iii) UofL Health-Shelbyville, Inc., and (iv) University Medical Center, Inc. (including University Hospital and the Brown Cancer Center).

This Agreement is effective as of July 1, 2026 (the "**Effective Date**").

General Responsibilities

1. Neither University nor Affiliating Agency shall discriminate on the basis of race, color, religion, national origin, marital status, disability, gender, sexual orientation, age, or political affiliation.
2. Student assignments, planned by an instructor in consultation with the appropriate supervisory personnel, will be designed to meet the educational needs of the students and shall be in accordance with available opportunities and experiences.
3. Schedules shall be in accordance with University's curriculum and Affiliating Agency's standard operating procedures.
4. University shall require all of its students, faculty, employees and agents participating in the Program at Affiliating Agency's practices and facilities, or those of an affiliate of Affiliating Agency (each a "**Participant**," and collectively, "**Participants**"), to do so in accordance with this Agreement.

5. It is understood and agreed by all parties that Participants shall not be considered employees of Affiliating Agency. Participants shall not represent nor hold themselves out as being employed by Affiliating Agency. Participants shall have no claim under this Agreement or otherwise against Affiliating Agency for compensation (hourly or salary), workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits.
6. The education contemplated by this Agreement shall be for the benefit of University's students, and for purposes of furthering their education and training.
7. Students are not entitled to employment or any position whatsoever, or preference for employment or any position whatsoever, with Affiliating Agency upon completion of the education contemplated by this Agreement.
8. Participants will adhere to all confidentiality requirements of Affiliating Agency. University shall require Participants to hold all business, financial, legal, medical, and personal information disclosed by Affiliating Agency, either intentionally or unintentionally, in connection with this Agreement in strict confidence and to not disclose such information without prior written consent of Affiliating Agency. University shall further require Participants to complete the same training offered by Affiliating Agency to its employees regarding the privacy and security of health information, and to abide by all of Affiliating Agency's policies and procedures relating to the privacy and security of health information. Participants shall further agree to sign a separate Patient Confidentiality Statement with Affiliating Agency, attached hereto as Exhibit A and incorporated by reference.
9. Participants shall also sign the Statement of Understanding attached hereto as Exhibit B and incorporated by reference.
10. Participants shall at all times remain under the direct physical supervision of the appropriate faculty or other appropriate party designated by Affiliating Agency to provide such supervision.
11. Each Participant's involvement in any clinical or patient-care experience contemplated herein shall at all times remain subject to each patient's continuing consent to such Participant's involvement in their care.

University Responsibilities

University and/or its faculty, as applicable, will:

1. Become familiar with Affiliating Agency and its policies and procedures prior to commencement of Participant experiences.
2. Be responsible for planning Participant experiences in consultation with appropriate Affiliating Agency representatives.

3. Be responsible for supervision of Participant experiences and oversee and evaluate the activities of the Participant while assigned to Affiliating Agency.
4. Coordinate Participant experiences to facilitate optimum patient care if such experiences have a clinical component.
5. Assist with the orientation of Affiliating Agency personnel to the aims, objectives, and educational methods of the relevant programs.
6. If participating in clinical experience, be covered, and require Participants to be covered, by professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate while assigned to Affiliating Agency. Proof of such insurance shall be provided to Affiliating Agency, by University, prior to any Participant's commencement of the experiences contemplated hereunder.
7. Require Participants to complete an orientation to, and require compliance with, standards of conduct, rules, regulations, policies, and procedures established by Affiliating Agency. In addition, University shall require Participants to complete the general orientation and training (including training on bloodborne pathogens, fire safety, confidentiality, abuse/neglect and operating room orientation (if applicable)) provided by Affiliating Agency and Participants shall satisfy all requirements and testing, if any, reasonably requested by Affiliating Agency.
8. Require Participants to wear attire appropriate for their particular experience, including personal protection equipment and identification, and conform to the standards and practices established by Affiliating Agency for health and other professionals.
9. Remove, without notice, any Participant from Affiliating Agency's practices and facilities for violation of the terms of this Agreement, Affiliating Agency or University policies, procedures or standards, or if a Participant causes disciplinary problems, is uncooperative with instructors, Affiliating Agency staff or employees, or in any way jeopardizes or disrupts patient care, confidentiality, or Affiliating Agency operations.
10. Provide training to Participants, prior to assignment to Affiliating Agency's practices and facilities, in the U.S. Occupational Safety and Health Administration guidelines on blood borne pathogens and the use of standard precautions, as well as the privacy rules set forth in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
11. Instruct all Participants with regard to the confidentiality of patient and Affiliating Agency records, and with regard to the responsibility and authority of the medical, nursing, and administrative staff of Affiliating Agency over patient care and Affiliating Agency administration.
12. Provide to Affiliating Agency, prior to making an assignment of any Participant to Affiliating Agency, a certification that the Participant is not presently excluded from

any federal or state health care program or debarred, suspended, proposed for exclusion or debarment, or declared ineligible for an award by any governmental agency (federal, state, and/or local), including Medicare and/or Medicaid and other federal health care programs.

13. Require Participants to immediately notify Affiliating Agency of any illness, emergency or other cause giving rise to an unexpected absence from the training, clinical, educational or observational experience, as applicable.
14. Require Participants to use and enjoy Affiliating Agency's property and premises in an efficient, non-wasteful and professional manner.
15. Require Participants participating in clinical experiences to provide to University, and University shall keep on file for each Participant, a personal medical history and proof of current immunity for the following (unless Participant can provide, as applicable, proof of contraindication or is subject to a legally recognized exemption, in which case Participant will follow Affiliating Agency's policies for unvaccinated clinical care providers):
 - (a) Measles/mumps/rubella ("MMR") (proof of immunity to measles (rubeola) and rubella may be shown by (i) immunization records, (ii) administration of a MMR vaccine booster, or (iii) proof of immunity by laboratory test (titer) to each; if the laboratory test shows that the Participant is not immune to either measles (rubeola) or rubella, the Participant shall have an MMR vaccine booster);
 - (b) Tetanus, diphtheria and pertussis (Tdap);
 - (c) Varicella (proof of immunity may be demonstrated by providing documentation of 2 Varivax injections or laboratory test (titer));
 - (d) Polio series;
 - (e) COVID;
 - (f) Hepatitis B;
 - (g) Influenza; and
 - (h) Negative tuberculin skin test performed within fourteen (14) days immediately prior to clinical experiences (positive reactor Participants will be required to follow Affiliating Agency's employee health policy).

University shall provide evidence of satisfaction of these requirements to Affiliating Agency immediately upon request.

16. Provide the names of all prospective Participants to Affiliating Agency prior to the Participants' commencement of the Program. University shall inquire of each such

Participant regarding whether or not the Participant was previously employed by Affiliating Agency, or any of its affiliates, and report the "yes" or "no" answers to such inquiries along with the Participants' names.

17. Require criminal background checks on all Participants and verify Participants are within the guidelines of Kentucky and federal laws prior to commencement of the Program and at such reasonable intervals during each Participant's participation in the Program as may be requested by Affiliating Agency. University shall provide the results of such criminal background checks to Affiliating Agency. If Affiliating Agency chooses to do so, it may perform the foregoing background checks on its own, in which case University shall obtain each Participant's consent with respect thereto.

Affiliating Agency Responsibilities

Affiliating Agency will:

1. Serve as a practice and/or facility to which Participants may be assigned for educational experiences. However, under no circumstances shall Affiliating Agency be obligated to accept a specific number of Participants. The assignment and exact number of Participants permitted to engage in clinical rotations, program assignment or learning experiences provided by Affiliating Agency shall at all times be subject to the prior written approval of Affiliating Agency and Participants may enter Affiliating Agency's practices and facilities only after being granted such permission. Affiliating Agency shall not be required to accept or grant such permission to any Participant previously employed by Affiliating Agency, or any of its affiliates, in any capacity, if such Participant's previous employment was terminated by Affiliating Agency, or any of its affiliates.
2. Provide staff time for planning with faculty for suitable Participant experiences.
3. Provide faculty orientation to Affiliating Agency's setting and its policies.
4. Retain full responsibility for the care of its patients.
5. Have the right to refuse or to summarily terminate the participation of any Participant if the Participant violates the terms of this Agreement, Affiliating Agency or University policies, procedures, or standards, or causes disciplinary problems, is uncooperative with instructors, Affiliating Agency staff or employees, or in any way jeopardizes or disrupts patient care, confidentiality, or Affiliating Agency's operations.

Duration and Review

This Agreement shall be effective from the Effective Date until one (1) year thereafter. After the initial term, this Agreement shall automatically renew for additional one (1) year terms unless a party gives written notice of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the then current term. Either party may terminate

this Agreement, with or without cause, upon at least sixty (60) days prior written notice to the other party. Participants participating in an experience with Affiliating Agency at the time of notice of termination shall be given the opportunity to complete the current term of such experience, such completion period not to exceed six (6) months.

University Responsibility for Agents

University shall be solely responsible for any negligent act or omission committed by any Participant while the Participant is participating in the Program at Affiliating Agency.

University shall further indemnify Affiliating Agency, its affiliates and their respective directors, officers, employees, and agents against and hold each of them harmless from, any and all liabilities, damages, claims, costs or expenses, including, without limitation, reasonable attorney's fees and costs, incurred by any of them and arising out of, resulting from or in any way relating to the acts or omissions of University or any Participant.

Entire Agreement

This Agreement, including all Exhibits hereto, constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter herein. No change, addition or amendment of the Agreement shall be effective unless reduced to writing and signed by both parties. This Agreement may be executed simultaneously in two or more counterparts (including by facsimile or other electronic means), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[END OF TEXT; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date:

“Affiliating Agency”

UofL Health, Inc.

By: _____
CEO

Bullitt County Public Schools

Dr. Jesse Bacon, Superintendent

By: _____

Name: _____

Title: _____

Exhibit A

PATIENT CONFIDENTIALITY STATEMENT

Federal and state laws and regulations require UofL Health, Inc., on behalf of itself and its affiliates and their related practices and facilities, including, without limitation (i) University of Louisville Physicians, Inc., (ii) UofL Health-Louisville, Inc. (including Jewish Hospital, Mary and Elizabeth Hospital, Peace Hospital, Frazier Rehab Institute, Rudd Hearsh and Lung Center, Abraham Flexner Outpatient Center, Medical Center East, Medical Center South, Medical Center Northeast, Medical Center), (iii) UofL Health-Shelbyville, Inc., and (iv) University Medical Center, Inc. (including University Hospital and the Brown Cancer Center) (collectively, "UofLH") to protect patient information, to train its workforce (including students and volunteers) about patient confidentiality, and to require its vendors and contracted laborers to agree to certain restrictions on the use and disclosure of patient information. While these laws and regulations cover all patients (even those who have died), there are specific restrictions on information related to AIDS/HIV status, mental health, chemical dependency, and alcoholism.

Using patient information improperly or disclosing patient information (releasing it to persons or entities outside of UofLH) improperly might result in criminal charges for, among other things, identity theft or fraud, as well as for violations of the Health Insurance Portability and Accountability Act ("HIPAA") or the Federal Law on Confidentiality of Substance Abuse Patient Records and the regulations relating to these statutes. Such improper use and/or disclosure may take any communicative or transmissive form, including but not limited to oral/verbal/spoken, written, signaled, photographic, or electronic communication/transmission of any kind, including but not limited to e-mail, text messaging, paging, social networking sites, blogs and any other internet posting and/or electronic storage media. Persons convicted of a criminal charge relating to misuse or improper disclosure of patient information face monetary penalties or imprisonment and may be required to compensate the victim.

Using patient information improperly or disclosing patient information improperly may also result in a lawsuit alleging, among other things, invasion of privacy, defamation (harming the reputation), libel, or slander. Such improper use and/or disclosure may take any communicative or transmissive form, including but not limited to oral/verbal/spoken, written, signaled, photographic, or electronic communication/transmission of any kind, including but not limited to e-mail, text messaging, paging, social networking sites, blogs and any other internet posting and/or electronic storage media.

In addition to the legal concerns surrounding the misuse or inappropriate disclosure of patient information, the core commitments of UofLH require that all patients be treated with respect, and have their privacy protected in accordance with applicable laws and with UofLH policies. All employees, students, vendors, volunteers, and contracted laborers are therefore held accountable for the observation of applicable laws and UofLH policies concerning patient information (including account information). Each employee, student,

vendor, volunteer, and contracted laborer is expected to maintain the confidentiality of patient information even after his/her relationship with UofLH ends.

Breach of confidentiality is defined as unauthorized use, discussion, or release of confidential information regarding patients, their identity, and/or their medical or financial records (hard copy and computer). This includes unauthorized retrieval of records on computers or other devices, checking labs or other data without a need to do so, and conversations or discussions that may be overheard by unauthorized persons. Such improper use and/or disclosure may also take any other communicative or transmissive form, including but not limited to oral/verbal/ spoken, written, signaled, photographic, or electronic communication/ transmission of any kind, including but not limited to e-mail, text messaging, paging, social networking sites, blogs and any other internet posting and/or electronic storage media.

Breach of confidentiality is considered a major offense at UofLH. A breach of confidentiality justifies immediate termination of employee, student, vendor, volunteer, or contracted laborer status without regard to such person's length of service or prior record or conduct.

By signing below, I certify that I understand the importance of maintaining patient confidentiality and that I agree to abide by the privacy and security policies and procedures adopted by UofLH. I further certify that I have received training on HIPAA's privacy and security rules. I understand that my status as a student participant in experiences at UofLH may be terminated immediately for breach of patient confidentiality.

By signing this Statement, the undersigned agrees to be bound by the terms hereof and acknowledges his/her understanding that any breach of this Statement shall subject the undersigned to legal action by UofLH, including a claim for recovery of all losses, damages, claims, and expenses (including reasonable attorneys' fees) relating to breach of this Statement.

To be signed by both student **and** legal guardian if student is a minor.

Student Printed Name:	
Student Signature:	
Date:	

As the legal guardian of the student named above, I agree to the above conditions.

Guardian Printed Name:	
Guardian Signature:	
Date:	

Exhibit B

STATEMENT OF UNDERSTANDING

Student Name:	
University:	
Program:	

As a student of this Program, I agree to the rules, regulations, policies and procedures as stated below.

1. The Program provides a period of assigned, guided experiences at UofL Health, Inc., its affiliates and their related practices and facilities, including, without limitation, (i) University of Louisville Physicians, Inc., (ii) UofL Health-Louisville, Inc. (including Jewish Hospital, Mary and Elizabeth Hospital, Peace Hospital, Frazier Rehab Institute, Rudd Hearth and Lung Center, Abraham Flexner Outpatient Center, Medical Center East, Medical Center South, Medical Center Northeast, Medical Center), (iii) UofL Health-Shelbyville, Inc., and (iv) University Medical Center, Inc. (including University Hospital and the Brown Cancer Center) (collectively, "Affiliating Agency").
2. I will become familiar with Affiliating Agency and its policies and procedures prior to commencement of my experiences in the Affiliating Agency's practices and facilities.
3. I will complete an orientation to, and comply with, standards of conduct, rules, regulations, policies, and procedures established by Affiliating Agency. In addition, I will complete the general orientation and training (including training on bloodborne pathogens, fire safety, confidentiality, abuse/neglect and operating room orientation (if applicable)) provided by Affiliating Agency, and I will satisfy all requirements and testing, if any, reasonably requested by Affiliating Agency.
4. I am participating in these experiences for their educational purposes and value and thus no payment (wages) will be earned or expected. I shall not be considered an employee of Affiliating Agency. I shall not represent nor hold myself out as being employed by Affiliating Agency. I shall have no claim under this Agreement or otherwise against Affiliating Agency for compensation (hourly or salary), workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits.
5. I understand the educational experiences and knowledge gained during the Program do not entitle me to employment or any position whatsoever, or preference for employment or any position whatsoever, with Affiliating Agency.
6. It is understood I will be a student within Affiliating Agency's practices and facilities and will conduct myself accordingly. I will wear attire appropriate for my particular experience, including personal protection equipment and identification, and conform

to the standards and practices established by Affiliating Agency for health and other professionals.

7. I will immediately notify Affiliating Agency of any illness, emergency or other cause giving rise to an unexpected absence from the training, clinical, educational, or observational experience, as applicable.
8. I will use and enjoy Affiliating Agency's property and premises in an efficient, non-wasteful and professional manner.
9. If I am participating in a clinical experience, I will ensure that University has on file my personal medical history and proof of current immunity as required by Affiliating Agency at least fourteen (14) days prior to the commencement of my clinical experience at Affiliating Agency. All such immunization and related health screenings shall be at my own expense (if applicable). I will provide evidence of satisfaction of these requirements to Affiliating Agency upon request.
10. I will agree, at my own expense (if applicable), to obtain all additional health screenings, immunizations, criminal and/or professional background checks, and drug screenings as required by Affiliating Agency.
11. I agree to adhere to University's policies, rules, and regulations related to University's program(s).
12. I understand that information regarding a patient or former patient is confidential and may be used only for clinical purposes within an educational setting according to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
13. I understand that I am liable for my own medical and hospitalization expenses.
14. I understand that I will be accountable for my own actions; therefore, if I am participating in a clinical experience, I will carry professional liability insurance (with a minimum limit of \$1,000,000 per occurrence and \$3,000,000 annual aggregate) during my clinical experience at Affiliating Agency or any of its affiliates.
15. I will complete the same training offered by Affiliating Agency to its employees regarding the privacy and security of health information and will abide by all of Affiliating Agency's policies and procedures relating to the privacy and security of health information. In that regard, all business, financial, legal, medical, and personal information disclosed by Affiliating Agency, either intentionally or unintentionally, to me in connection with this Agreement shall be held in strict confidence and shall not be disclosed by me without the prior written consent of Affiliating Agency. I shall comply with all patient confidentiality laws, including those imposed by HIPAA. I agree to take extraordinary precautions to prevent the misuse or disclosure of such confidential information. During the term and after termination of this Agreement, I shall not use any information gained as a result of

this Agreement to the competitive disadvantage of, or in any other way detrimental to Affiliating Agency, its affiliates or its patients.

16. I certify that I have never been terminated from employment with Affiliating Agency, or any affiliate thereof, at any time prior to the date below.
17. I understand any action on my part inconsistent with the above understandings may result in suspension or termination of training. I understand that Affiliating Agency has the right to refuse or summarily terminate my participation in the Program.

I have read and understand each term above and agree to abide by this statement of understanding.

To be signed by both student **and** legal guardian if student is a minor.

Student Printed Name:	
Student Signature:	
Date:	

As the legal guardian of the student named above, I agree to the above conditions.

Guardian Printed Name:	
Guardian Signature:	
Date:	