

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Trilogy OpCo, LLC

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Trilogy OpCo, LLC on behalf of the health facilities listed on the attached Exhibit A (each a "Facility" and collectively the "Facilities") (hereinafter "Trilogy"), a limited liability company located at 303 N. Hurstbourne Parkway, Suite 200, Louisville, Kentucky 40222.

WHEREAS Trilogy agrees to provide Students practical learning opportunity and clinical experiences, and JCPS agrees to assign Students from time to time to the Facility to obtain such practice learning opportunities and clinical experiences, which shall be on the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and Trilogy agree as follows:

1. Duties of JCPS:

a. JCPS will:

- i. Retain responsibility for the education of each Student, including assigning one or more Faculty Members who shall coordinate Student practical learning and clinical experiences. Upon the Facility's written request to the School, the School shall provide the Facility with curriculum and course content information.
- ii. Provide the Facility with names and contact information for all Faculty Members, Students, and the School contact person (for purposes of questions and providing notices). The School will advise the Facility of the class level for each Student and shall, for each student accepted as an intern at the Facility, identify that student's faculty liaison on the School's online field portal and send an e-mail to the Facility's designated representative with the name and contact information of the faculty liaison prior to the student starting the Program.
- iii. Require all Faculty Members and Students assigned to work/train at the Facility to have completed Facility orientation.
- iv. Provide Faculty Members and Students assigned to work/train at the Facility with access to, and directions to comply with, the Facility's regulations, policies, and procedures applicable to the Program, including

the Facility's dress code.

- v. Only send those Students to train at the Facility that are in good academic standing at the School and have an appropriate level of academic instruction to participate in the practical learning and educational experience.
- vi. If requested by the Facility, School shall require each Student to provide the Facility with a record of a physical examination and proof of all immunizations in accordance with the recommendations for immunizations for health care professionals established by the Centers for Disease Control and Prevention and its Advisory Committee on Immunization Practices.
- vii. Require each Student assigned to train in the Facility to complete training related to the Health Insurance Portability and Accountability Act ("HIPAA") and its regulations and the Occupational Safety and Health Administration ("OSHA") Blood-borne Pathogens Standard requirements, prior to training in the Facility.
- viii. Prior to participating in any practical learning or educational experience at the Facility, require each Student and Faculty Member assigned to train/work in the Facility, to obtain a criminal background check at the federal, state, and local levels, demonstrating no history of violence against, or neglect as to, a patient. School shall not refer Students or Faculty Members: (i) who have been suspended or excluded from any applicable federal payer program or (ii) whose health care provider licenses or certifications have been suspended, revoked, terminated, or otherwise modified as to rights and privileges, unless such sanctions resulted from substance use, and the students or Faculty Members successfully completed a rehabilitation program.
- ix. Require each Student assigned to train in the Facility to obtain drug screen testing for substances that meets the Facility's requirements, which results shall be satisfactory to the Facility.
- x. Students and Faculty Members will not be afforded coverage by the Facility's workers' compensation, health insurance or other of its benefit programs. Any expenses for injury or treatment shall be borne individually by the Student or Faculty Member.
- xi. JCPS will maintain commercial general liability insurance with limits as follows: General Liability of One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate. JCPS will maintain Workers' Compensation Insurance for its Faculty Members providing statutory benefits in accordance with the workers' compensation statutes of the applicable jurisdiction. Upon request, JCPS will provide to Trilogy certificates of insurance evidencing such coverage and will endeavor to provide Trilogy at least thirty (30) days advance written notice of any cancellation or non-renewal.

2. Duties of Trilogy:

- a. Trilogy will provide practical learning opportunities and clinical experiences for students assigned by JCPS in accordance with section 1a above.
- b. Acknowledges that projects involving program evaluation, monitoring activities, or data collection or research of any kind, are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research, program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.
- c. If the performance of this Agreement involves the transfer by JCPS to Trilogy of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA"), Trilogy and JCPS must manage the data transfer in accordance with FERPA requirements, and TRILOGY agrees to the following conditions:
 - i. If TRILOGY requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to TRILOGY before the JCPS IRB-approved informed consent process has been executed. In this case, TRILOGY does not function as an exception under FERPA. TRILOGY is responsible for obtaining, and maintaining, signed consent after JCPS IRB approval. No data will be provided under this agreement without signed consent from the guardian for records requests involving students or from the JCPS employee or community member for records requests involving adults. TRILOGY must deliver copies of the signed authorization to JCPS upon request.
 - ii. If TRILOGY has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then TRILOGY shall:
 - (a) In all respects, comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and any other applicable state or federal law.
 - (b) Use any such data for no purpose other than to fulfill the purposes of this Agreement and not share any such data with any person or entity other than TRILOGY and its employees, contractors, volunteers, and agents, without prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.

- (c) Require all employees, contractors, volunteers, and agents of TRILOGY to comply with all applicable provisions of FERPA with respect to any such data. TRILOGY shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
 - (d) Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. TRILOGY shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in this agreement.
 - (e) Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of TRILOGY necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.
- d. Use reports produced for this project only for the purposes described above. The data and reporting shall not be used for personal or institutional gain or profit.
 - e. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
 - f. Acknowledges that JCPS retains the right to audit TRILOGY's compliance with this agreement.
 - g. TRILOGY acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.
 - h. Not using the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS.
 - i. Maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
 - j. Require all TRILOGY employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago.

Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:

- i. Any conviction for sex-related offenses.
 - ii. Any conviction for offenses against minors.
 - iii. Any conviction for felony offenses, except as provided below.
 - iv. Any conviction for deadly weapon-related offenses.
 - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
 - vi. Any conviction for violent, abusive, threatening or harassment related offenses.
 - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- k. TRILOGY shall require all staff and volunteers performing services on JCPS school premises during JCPS school hours under this Agreement to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from The Cabinet for Health and Family Services stating no findings of substantiated child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- l. TRILOGY staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
- m. To the extent that JCPS facilities are close to students, those facilities will also be unavailable to TRILOGY. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to TRILOGY.

3. Mutual Duties:

- a. Each party shall not discriminate based on race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
- b. Each party shall comply with all federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the Federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), the federal Health Insurance Portability and Accountability Act

(HIPAA) and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.

- c. The respective administrative offices of JCPS and TRILOGY who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.
 - d. To the extent permitted by law, both Parties, each at its sole expense, shall indemnify, defend and hold harmless the other Party, its officers, agents, servants and employees, from and against any and all lawsuits, claims, causes of action, actions, demands, liability and judgments for injury or damages (including, but not limited to, expenses for reasonable attorneys' fees and disbursements and liabilities assumed by the other Party in connection therewith) to persons or property, in any way arising out of or through the negligence, breach of this Agreement or any representation hereunder, or intentional acts or omissions of the indemnifying Party, its officers, agents, servants and employees, except to the extent caused by the negligence, breach of this Agreement or any representation hereunder, or intentional actions or omissions of the other Party, its officers, agents, servants or employees. JCPS and Trilogy each shall give the other Party immediate written notice of any lawsuit, claim, cause of action, action, demand, liability and judgment which may be subject to this provision. This provision shall survive termination of this Agreement.
4. **Term**: This Agreement shall be effective commencing August 1, 2026, and shall terminate on June 1, 2027 The Agreement may be extended by mutual written agreement of JCPS and TRILOGY.
 5. **Termination**: Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, TRILOGY will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. JCPS may terminate this agreement immediately in the event of a student health or safety concern or a breach of paragraph 2.j above. In the event of an immediate termination, XXX shall not be permitted to continue to provide services after receipt of the notice of termination.
 6. **Amendment**: This Agreement may be modified or amended only by a written agreement signed by JCPS and TRILOGY.
 7. **Independent Parties**: JCPS and TRILOGY are independent parties, and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.
 8. **Captions**: Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.

9. **Entire Agreement:** This Agreement contains the entire agreement between JCPS and TRILOGY concerning the TRILOGY and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **Severability:** If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.
11. **Counterparts:** This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.
12. **Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Public Schools:

TRILOGY OpCo, LLC:

Dr. Brian Yearwood, Superintendent
Officer

Cristina Pietrowski, Executive VP-Chief Legal

Date: _____

Date: _____

EXHIBIT A

KENTUCKY LOCATIONS

Trilogy OpCo, LLC Locations	Address		
The Legacy at English Station	13700 English Villa Drive	Louisville	KY
Franciscan Health Care Center	3625 Fern Valley Road	Louisville	KY
Forest Springs Health Campus	4120 Wooded Acre Lane	Louisville	KY
Glen Ridge Health Campus	6415 Calm River Way	Louisville	KY
Park Terrace Health Campus	9700 Stonestreet Road	Louisville	KY
The Springs at Stony Brook	2200 Stony Brook Drive	Louisville	KY
Westport Place Health Campus	4247 Westport Road	Louisville	KY
The Willows at Springhurst	3101 N. Hurstbourne Parkway	Louisville	KY

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