

## ACADEMIC AFFILIATION AGREEMENT

This Academic Affiliation Agreement (“Agreement”) is made this 1<sup>st</sup> day of January 2025 (“Effective Date”), by and between **Indiana University Health, Inc.**, an Indiana nonprofit corporation (“IU Health”), and **City of Lawrence Fire Department**, (“City”).

### Recitals

- A. City offers one or more educational programs listed on **Exhibit A** (collectively, the “Program”).
- B. City requires that certain students enrolled in Program complete a professional or clinical education experience under the supervision of a qualified clinical or other professional.
- C. IU Health operates one or more clinical facilities (“Facilities”) listed on **Exhibit B** which provide a setting for professional and clinical educational experiences.
- D. City desires to partner with IU Health and its professionals to provide certain Program students (“Students”) with a professional or clinical education experience at Facilities (“Rotation”), and IU Health desires to cooperate with the City by providing a Rotation to Students at Facilities.

### Agreement

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

#### I. ROTATION REQUIREMENTS

IU Health and City agree that the Rotation will be subject to the following requirements:

- A. Representative. The parties shall each assign a point of contact for the Rotation to consult with the other party on the matters described herein.
- B. Student Limitation. IU Health and City agree that the Rotation  **will not** be limited to Students who are current IU Health employees, with exceptions approved by IU Health.
- C. Student Scheduling. Students will be scheduled by the operational area providing the educational experience.
- D. Number of Students; Placement. The parties shall jointly agree upon the number of Students to be placed at Facilities for the Rotation. The parties shall jointly agree upon the placement of Students in the Rotation after consideration of the Students’ needs and qualifications and IU Health’s resources.
- E. Rotation Structure. The parties shall cooperate in developing the methods of instruction, objectives, and other details of the Rotation.
- F. Supervision. IU Health may require that Students are supervised or observed by one or more Program faculty (“Faculty”). City will identify qualified Faculty for such Programs. IU Health and City will identify an individual to serve as the Students’ preceptor (“Preceptor”) who will be an IU Health employee unless otherwise agreed to by the parties.

- G. Student and Faculty Requirements. All Students, and any Faculty or Preceptor required for supervision or observation, are subject to all applicable policies of IU Health, including without limitation, IU Health's dress code, for the duration of the Rotation. Students and Faculty are responsible for providing their own transportation and living arrangements during the Rotation. Students must be at least eighteen (18) years of age.
- H. Student and Faculty Removal; Suspension; Termination. IU Health may suspend from the Rotation any Student or Faculty who fails to comply with IU Health policies or with the requirements of this Agreement. IU Health shall immediately notify the City of such suspension. IU Health agrees to discuss any proposed Student or Faculty termination from the Rotation with City; provided, however, IU Health has the right to terminate a Student or Faculty from the Rotation if IU Health and City cannot reach an agreement. Notwithstanding anything in this Agreement to the contrary, the parties expressly acknowledge that IU Health may immediately remove from Facilities and terminate from the Rotation any Student or Faculty who poses an immediate threat or danger to patients, staff, visitors, the public, or the premises.

Students or Faculty who are employed by IU Health and are under suspension will be prohibited from coming to IU Health Facilities or participation in Rotations until the suspension has been lifted. Students or Faculty who were employed by IU Health and were terminated and deemed non-hirable will not be allowed to participate in Rotations.

- I. Public Health Emergencies. The parties acknowledge that there may be declared public health emergencies that may interrupt educational activities and/or result in the need for additional vaccination or other requirements. IU Health, solely at its own discretion, may stop any educational activity in any or all its facilities due to a declared state or national public health emergency. The interruption of educational activity may last for part or all of the declared public health emergency. IU Health, solely at its own discretion, may also implement additional vaccination and/or preventative safety practices due to a declared public health emergency. The City, in its sole discretion, has the right to remove Students from IU Health during a declared public health emergency and to limit the experiences available to Students based on its determination of safety.
- J. Force Majeure. IU Health shall not be liable or deemed to be in default for any delay or failure to deliver any obligations or responsibilities under this Agreement deemed resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or strikes, or similar cause beyond the reasonable control of IU Health.
- K. Personal Protective Equipment. IU Health, in its sole discretion, shall determine what personal protective equipment is necessary for Students/Faculty to use when in IU Health Facilities.
- L. Virtual Care and Telehealth. The parties acknowledge that the Student may participate in telehealth visits and the provision of care in a virtual setting. City will ensure that malpractice coverage for students includes coverage for provision of telehealth services.
- M. Research Activities. The parties acknowledge that the Student will be conducting research that could involve human subjects and protected health information (PHI). City, Students and Faculty will be required to provide attestation that minimum criteria for conducting research at IU Health have been met.

## **II. IU HEALTH RESPONSIBILITIES**

IU Health agrees to provide Students with an opportunity to obtain practical learning and clinical experiences in Facility through the Rotation. In addition, IU Health shall:

- A. Provide applicable IU Health policies, procedures, and regulations to Students and Faculty via an initial orientation session.
- B. Inform the City, through the City appointed representative, of any new or changed policies or procedures which may affect Students, Faculty, or the Rotation.
- C. Retain responsibility for IU Health patients.
- D. Provide administrative and professional supervision of Students insofar as Students' presence affects the operation of IU Health or the direct or indirect provision of services to IU Health patients.
- E. Provide access to emergency health care services to any Student or Faculty injured during the Rotation, the cost of such health care services to be borne by the Student or Faculty.
- F. Maintain all applicable accreditation requirements and certify such compliance to City or other entity as requested by City.
- G. Permit authorities responsible for accreditation of City or Program to inspect IU Health's facilities, student records or services as necessary, with reasonable prior notice provided i). inspections do not interfere with services provided at the facility and/or patient care; and ii). the authorities performing the inspections shall adhere to all IU Health policies.

## **III. CITY RESPONSIBILITIES**

City agrees to assign Students to IU Health to obtain learning and clinical experiences through the Rotation. In addition, City shall:

- A. If required by IU Health for the Rotation, assign full-time appropriately certified Faculty who shall coordinate Students' clinical experiences and assist IU Health in monitoring the quality of care provided by Students.
- B. Prior to assigning Students to IU Health for Rotation, submit a copy of the curriculum and course content to IU Health for review.
- C. Recommend for the Rotation only those Students who have successfully completed all necessary requirements of the Program and are at least eighteen (18) years of age.
- D. Inform Students of the policies and procedure provided by IU Health to City, and to such other policies, procedures, rules, and regulations as City deems appropriate.
- E. Inform students about the OSHA regulations pertaining to blood and air borne pathogens before Students begin the Rotation.
- F. Ensure that all Students and Faculty comply with the Rotation requirements described in this Agreement.

- G. Inform Students that any personal computer or other device used to access IU Health systems or to participate in virtual care or telehealth must comply with applicable IU Health information security policies and practices.
- H. Ensure that all Students and Faculty meet the following requirements prior to the beginning of the Rotation (collectively, “Onboarding Requirements”):
1. Possess health or other insurance that is satisfactory to IU Health.
  2. Pass a criminal background check (completed within the last twelve (12) months) utilizing a certified and licensed firm that is compliant with the Fair Credit Reporting Act (FCRA) that meets the requirements described in **Exhibit C** attached hereto and incorporated by reference. City is responsible for providing all notifications required under the FCRA, and for obtaining permission from Student to share the results of the background check with IU Health if requested under subsection I below.
  3. Receive the following vaccinations: measles, mumps, rubella, varicella, and Hepatitis B (or declination form on file) or shows appropriate antibody titer. Annual influenza vaccination is also required unless an exception is granted based on medical or religious grounds. An exception to the influenza vaccination granted by City must be submitted if requested by IU Health in advance of the first day of the Student’s rotation at an IU Health Facility.

Students are strongly recommended to be fully vaccinated against COVID-19. IU Health is required to track COVID-19 vaccination rates, and all vaccinated individuals in IU Health facilities are asked to submit documentation using the online form provided by IU Health.

4. Screen negative for active TB within 12 months of starting the initial IU Health rotation. The Student must also submit a TB questionnaire completed within 90 days prior to initial IU Health rotation, regardless of the testing protocol followed.
  - a. If a Student denies history of a positive IGRA test or a previous reaction to TST, proceed with desired method of testing.

If IGRA blood testing is being used for the Student within 12 months of clinical rotation, with the TB questionnaire being completed within 90 days prior to the start of the rotation, the Student has met the TB screening requirements if the IGRA is negative.

If TST is being used by the Student, a 2-step TB skin test is required within the last year with the TB questionnaire being completed within 90 days prior to the start of the rotation.

If there is no TB skin test within the last 12 months, Step 1 must be done before the start of the rotation and Step 2 will be done 2-4 weeks later or requirement may be completed with IGRA test. The Student may be cleared prior to receiving the 2nd step as long as the 1st Step is negative.

A documented test within the last 12 months will be accepted as Step 1 TST. If Step 1 TST is acceptable then Step 2 TST or IGRA will be done before the rotation starts.

- b. If a Student has a reliable history of positive TST:

A baseline IGRA must be drawn.

If baseline IGRA or reliable history of IGRA is positive a baseline chest x-ray will be required. A post conversion chest x-ray film within the past 2 years will be accepted or ordered as a baseline unless the Student will be rotating through Home Care or Hospice, in which case the chest films must be within the past 12 months. The Student should consult with their Primary Care Physician (PCP) for any questions concerning symptoms.

If Student has a history of a positive TST or IGRA an annual questionnaire is required unless TB Treatment has been completed.

5. Pass a Department of Transportation compliant drug screen (at least a five-panel screen) completed within the last twelve (12) months. If a student fails a drug screen, they must wait six (6) months and obtain a negative drug screen before reapplying to do an educational experience at IU Health.
  6. Complete an American Heart Association Basic Life Support for Healthcare Providers course evidenced by current course completion card that includes validation of skill demonstration, or equivalent (as approved by IU Health), if Student will be working in a clinical area.
  7. Must be fit tested to an N95 mask if the Student is going to be working clinically with isolation patients.
  8. If the Student or Faculty is a current IU Health employee, City may submit the name(s) to IU Health. Upon IU Health's written verification to City of current employment status, City will not be required to collect and submit to IU Health the information requested in Sections 1-7 above.
- I. Certify Student and Faculty compliance with the Onboarding Requirements on a form substantially similar to that provided in **Exhibit D** attached hereto and incorporated by reference (which may be subject to periodic audits by IU Health) unless not required pursuant to H.8. above. In addition, City must retain all documentation necessary to verify compliance with the Onboarding Requirements. IU Health may request copies of source documents as needed in order to audit compliance or for regulatory or accreditation requirements or site visits. In those situations, City acknowledges that it may be required to provide the source documents in as little as twenty-four (24) hours. City agrees to obtain all necessary consents from students in writing to ensure that sharing source documents with IU Health does not result in a violation of the Fair Credit Reporting Act (FCRA), the Family Educational Rights and Privacy Act (FERPA), or any other laws which would otherwise limit the City's ability to share this information with IU Health. Students' consent to the sharing of this information is a condition of their participation in the Rotation.

- J. Maintain institutional programmatic accreditation in accordance with the requirements for higher education by the U.S. Department of Education (USDE); and advise IU Health of any change in the approval or accreditation status of the City or Program; and shall provide a copy of the current accreditation letter.

Programs not yet accredited may be permitted at IU Health's sole discretion. Programs in this category must provide IU Health a copy of the letter of intent from that program's approving accreditation body.

Programs not requiring accreditation may be permitted at IU Health's sole discretion.

- K. Provide summative evaluation information about the Program and Student and Faculty experiences to IU Health, upon request.
- L. If City becomes aware that a Student or Faculty is positive for an infectious disease that threatens the health and safety of patients or others in a Facility, City will notify IU Health immediately. IU Health will provide guidance on the applicable procedures and requirements for testing and return to the clinical environment.
- M. City understands that IU Health does not permit its team members to accept additional compensation of any kind for precepting students and agrees that it will refrain from offering compensation to IU Health team members. Compensation includes, but is not limited to, cash payments such as stipends or honorariums and tuition discounts. Free or discounted continuing education offerings may not exceed two (2) credit hours per academic year to the preceptor.

#### **IV. COMPENSATION**

The Rotation is considered an integral part of Student's formal education, and Student earns the right to be employed by the City for participating. Accordingly, IU Health owes no compensation to Student, Faculty, or City for Student or Faculty participation in the Rotation.

#### **V. INSURANCE**

The parties shall carry the following insurance coverages at all times during the Agreement Term.

- A. **CITY GENERAL LIABILITY/WORKERS' COMPENSATION:** City shall maintain: (i) comprehensive general liability insurance in amounts equal to at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual in the aggregate; and (ii) if Faculty will be supervising or observing Students, workers' compensation insurance in accordance with the applicable state law, and employer's liability in the amount of one million dollars (\$1,000,000).
- B. **CITY MEDICAL PROFESSIONAL LIABILITY:** If Rotation is related to one of the health care provider professions listed in I.C. 34-18-2-14, as amended from time to time, City shall either:
  - 1. (RECOMMENDED) Maintain a policy of professional liability insurance for itself, Faculty, and Students with coverage in amounts necessary to continuously comply with The Indiana Medical Malpractice Act ("Act"), I.C. 34-18 et seq., as amended, and pay the applicable surcharge to the Indiana Department of Insurance such that City, Faculty, and Students are Qualified Healthcare Providers under the provisions of the Act. City may

elect to require Students and Faculty to carry the required professional liability insurance, unless the Students or Faculty are not licensed providers.

OR

2. Maintain a policy of professional liability insurance for itself, Faculty, and Students with coverage in amounts equal to at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual in the aggregate. City may elect to require Students and Faculty to carry the required professional liability insurance. City understands and acknowledges that Indiana's limitation of liability on medical malpractice claims is only available to those that choose option 1, above.
- C. CITY OTHER PROFESSIONAL LIABILITY: If Rotation is not related to one of the health care provider professions listed in I.C. 34-18-2-14, as amended from time to time, City shall carry, or cause Students and Faculty to carry, commercially reasonable professional liability coverage to the extent available.
- D. City shall furnish the relevant certificates of insurance evidencing the coverages required under this Agreement upon execution of this Agreement and shall provide annual updates. IU Health shall be named as an additional insured entity under Certificate Holder within the Certificate of Insurance.
- E. IU HEALTH INSURANCE REQUIREMENTS: IU Health shall maintain: (i) general liability insurance of one million dollars (\$1,000,000) per occurrence or claim and three million dollars (\$3,000,000) in the aggregate; (ii) workers' compensation insurance in accordance with the laws of the State of Indiana, and employer's liability in the amount of one million dollars (\$1,000,000); and (iii) a policy of professional liability insurance with coverage in amounts necessary to continuously comply with Act and pay the applicable surcharge to the Indiana Department of Insurance such that it is a Qualified Healthcare Provider under the provisions of the Act.
- F. IU Health shall furnish the relevant certificates of insurance evidencing the coverages required under this Agreement upon request after execution of this Agreement.

## **VI. RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement is intended to, nor shall it be construed so as to make, either party the agent or servant of the other for any purpose whatsoever. Neither party by virtue of this Agreement assumes any responsibility for any debts or obligations of the other party to this Agreement. The parties expressly acknowledge that Students and Faculty are not IU Health employees and therefore are not entitled to any IU Health employee benefits, including without limitation, compensation, Social Security benefits, health insurance benefits, or Worker's Compensation benefits. The parties further acknowledge that Students are not entitled to future employment by IU Health.

## **VII. INDEMNIFICATION; LIMITATION OF LIABILITY**

- A. Indemnification. To the extent allowable by relevant state statute, the City agrees to indemnify and hold harmless IU Health from any damages, attorney fees or other costs IU Health may incur as a result of claims, demands, or other losses arising out of the acts or omissions of City, Faculty or Students. IU Health agrees to indemnify and hold harmless the City from damages, or other costs the City shall incur as a result of claims, arising out of the negligent acts or omissions of IU Health or its employees. If either party becomes aware of a

claim or threatened claim involving the other party, the party with knowledge of the claim or threatened claim shall inform the other party in writing within ten (10) days of receiving knowledge of the claim or threatened claim.

- B. Limitation of Liability. The parties agree certain Facilities in which a Rotation may take place are not owned by IU Health and are operated by IU Health pursuant to an agreement with a third party (each, a “Third Party Facility”). The City expressly acknowledges that IU Health does not own or control Third Party Facility, and City agrees IU Health is not liable for breach of this Agreement, including without limitation, failure to permit City access to Third Party Facility, to the extent such breach is caused by the Third Party Facility.

### **VIII. CONFIDENTIALITY**

Neither party (“Receiving Party”) will disclose or use any proprietary or confidential information or materials of the other party (“Disclosing Party”), including without limitation, information about the Disclosing Party’s customers, patients, students, faculty, practices, procedures, strategies, organization, financials or other related information (“Confidential Information”), except as may be required to carry out the Receiving Party’s duties and responsibilities under this Agreement, or as may be required by law.

### **IX. PUBLICITY**

City, Students, and Faculty shall not publish, or put forth intended for publication, any material that makes reference to IU Health, its employees, patients, or operations, or Facilities, without prior written approval by IU Health.

### **X. COMPLIANCE**

- A. Compliance with Applicable Law; Student Records. The parties shall comply in all material respects with all federal and state mandated regulations, rules or orders applicable to the parties, including without limitation, regulations required by their respective accreditation bodies and those promulgated under the Family Educational Rights and Privacy Act of 1974 governing the privacy of student records. IU Health agrees to protect Students’ personally identifiable information and education records from disclosure and report any breach of such personally identifiable Student information or educational records to City. Upon termination, cancellation, expiration or other conclusion of the Agreement, IU Health shall securely store or destroy Student education records in accordance with its retention policies.
- B. Protected Health Information. The parties acknowledge that regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) require covered entities like IU Health to comply with certain privacy and security requirements associated with the transfer, use or disclosure of protected health information and electronic protected health information (collectively referred to herein as “PHI”). City shall direct Students to comply with the policies and procedures of IU Health, including those governing the use and disclosure of PHI under HIPAA. Solely for the purpose of defining their role in relation to the use and disclosure of IU Health’s PHI, Students are defined as members of IU Health’s workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, Students are not and shall not be considered to be employees of IU Health. If Students or Faculty will require access to IU Health’s electronic health records as part of their experiences, each Student and Faculty member requesting access must also sign an individual IU Health Data Stewardship Agreement for access to protected health information.



- C. Nondiscrimination. The parties agree to comply with Title VI and IX of the Federal Education Amendments of 1972, Section 504 of the Federal Rehabilitation Act of 1973, Executive Order 11,246 and the related regulations, and the parties further agree they will not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of race, religion, ethnic or national origin, gender, sexual orientation, marital status, age, disability, or veteran status.

## XI. TERM AND TERMINATION

- A. Term. This Agreement shall commence on the Effective Date and shall remain in effect until June 30, 2025 (“Initial Term”). Thereafter, IU Health can initiate to renew this Agreement upon like terms for additional one (1) year periods (each, a “Renewal Term”) via an annual letter of renewal initiated by IU Health. The number of Renewal Terms not to exceed four (4). The Initial Term and all Renewal Terms may be referred to collectively as the “Term.”
- B. Termination without Cause. Either party may terminate this Agreement without cause at any time during by giving ninety (90) days prior written notice to the other party.
- C. Immediate Termination. Notwithstanding anything in this Agreement to the contrary, either party may immediately terminate this agreement upon the occurrence of any of the following events:
1. Either party is suspended, debarred, or excluded from participation in any government healthcare program;
  2. The required license(s), certification(s), or appropriate City and programmatic accreditation(s) of either party are suspended or revoked;
  3. Either party materially breaches any of its obligations under this Agreement; or
  4. The terminating party reasonably believes that such termination is necessary to protect the health and safety of patients.

Events resulting in immediate termination by IU Health may be subject to two (2) years’ wait from the termination date before a new agreement will be executed.

## XII. MISCELLANEOUS

- A. Notice. Any notice required under this Agreement shall be given in writing, and hand delivered or sent via registered or certified mail, postage pre-paid, return receipt requested, or by a nationally recognized overnight courier service, or via email with return receipt requested, to the address provided below.

### **IU Health**

IU Health Academic Affairs  
I-65 at 21st Street  
P. O. Box 1367  
Indianapolis, IN 46206-1367  
Attn: Greg Strine, MA, RN  
Email: gstrine@iuhealth.org

### **With Copy To:**

IU Health Office of the General Counsel  
340 W 10th Street, FS 6100

### **City**

City of Lawrence Fire Department  
9001 E. 59<sup>th</sup> Street, Ste 302  
Lawrence, IN 46216  
Attn: Chief Bob Wallace  
Email: rwallace@cityoflawrence.org

### **With Copy To:**

City of Lawrence Corporation Counsel  
9001 E. 59<sup>th</sup> Street, Ste 301  
Lawrence, IN 46216

Indianapolis, IN 46202

Either party may change the notification addresses listed by providing written notice.

- B. Governing Law. This Agreement shall be governed by and construed pursuant to the laws of the State of Indiana, without giving effect to the principles of choice of law of any state.
- C. Amendment; Modification for Change in Law. Any amendments to this Agreement shall be effective only if in writing and signed by authorized representatives of both parties. To the extent that any law, rule, or regulation of any authority having jurisdiction over the parties shall raise question as to the legality, enforceability, or appropriateness of this Agreement or any provision hereof, the parties agree in good faith to renegotiate the problematic provision(s) to bring this Agreement into compliance with such applicable law, rule, or regulation. If the parties are not able to mutually agree on modification of the problematic provision(s), then notwithstanding anything to the contrary herein, either party may terminate this Agreement immediately under this Section upon written notice to the other party.
- D. Assignment. Neither party may assign this Agreement or the rights or obligations hereunder without the prior written consent of the other party.
- E. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any previous agreements or understandings, whether oral or written.
- F. Execution. The person or persons signing and executing this Agreement on behalf of each party do hereby warrant and guarantee that they have been fully authorized by such party to execute this Agreement on behalf of the party and to validly and legally bind the party to all terms, performances, and provisions set forth in the Agreement, Signatures transmitted by facsimile or other electronic means shall be accepted as original signatures.
- G. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- H. Waiver. The failure of a party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effect.

[Remainder of Page Intentionally Blank; Signatures Follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year indicated above.

Indiana University Health, Inc. <b>IU Health</b>	City of Lawrence Fire Department <b>City</b>
<b>By:</b> <u><i>Greg Strine</i></u>	<b>By:</b> _____
<b>Name:</b> Greg Strine, MA, RN	<b>Name:</b> Bob Wallace
<b>Title:</b> Executive Director of Academic Affairs	<b>Title:</b> Chief of the Department
<b>Date:</b> <u>12-19-2024</u>	<b>Date:</b> _____

[Remainder of Page Intentionally Blank; More Signatures To Follow.]

**PRECEPTOR(S) EMPLOYER(S) (if applicable)**

**Read & Acknowledged by**

**By:** \_\_\_\_\_

**Name:** Michele Saysana, MD

**Title:** Senior Vice President of Academic Medicine  
/Executive Associate Dean for Clinical Affairs

**Date:** \_\_\_\_\_

**EXHIBIT A – CITY PROGRAMS**

<b>Program Name</b>	<b>City Campus</b>
EMT	City of Lawrence Fire Department- Lawrence, IN

**EXHIBIT B – IU HEALTH FACILITIES LIST**

**IU Health Methodist**

1701 North Senate Boulevard  
Indianapolis, IN 46202

## EXHIBIT C – IU HEALTH BACKGROUND CHECK REQUIREMENTS

### Background Check Information

To fully understand the circumstances that can disqualify a Student or Faculty from participating in an IU Health educational experience, please be aware of how we define and use the following terms:

- **Conviction:** Any violation of a law or ordinance for which an individual was found guilty by a judge or jury, pleaded no contest or to which the individual pleaded guilty.
- **Falsification:** Providing or omitting information contrary to that obtained in a background investigation (unless the background investigation is proven to be inaccurate) and/or providing false, incomplete or misleading information.

***Consistent with IC 16-28-13, the following convictions will disqualify a Student or Faculty from participating in a Rotation at IU Health:***

1. A sex crime
2. Exploitation of an endangered adult
3. Failure to report battery, neglect, or exploitation of an endangered adult
4. Theft,\* if the prospective student’s conviction of theft occurred less than five (5) years before the prospective student’s application\*\*
5. Murder
6. Voluntary manslaughter
7. Involuntary manslaughter within the previous five (5) years\*\*
8. Battery within the past five (5) years\*\*
9. A felony offense relating to controlled substances within the last five (5) years\*\*
10. Abuse or neglect of a minor, child or dependent
11. Failure to report the abuse of a minor, child or dependent
12. Any act that, if it occurred at the organization, could compromise the safety or well-being of patients, employees, visitors, or volunteers of the organization

\* Theft includes but is not limited to criminal conversion, receiving stolen property, shoplifting and identity theft.

\*\* Time frames are measured from the date of disposition (conviction).

***The following events will disqualify a Student or Faculty from participating in a Rotation at IU Health:***

1. A Student or Faculty who has abused, neglected, or mistreated a patient or misappropriated a patient’s property, as reflected in the state nurse aide registry.
2. A Student or Faculty whose name appears in a Sex Offender Registry.
3. A Student or Faculty who falsifies information.

### **Federal Exclusions Lists**

Background checks must include the checking of the Federal Exclusions Lists. The exclusions lists include:

- **Office of Inspector General (OIG) U.S. Department of Health and Human Services:** The OIG, under a Congressional mandate, established a program to exclude individuals and entities affected by various legal authorities, contained in sections of the Social Security Act, and maintains a list of all currently excluded parties called the “List of Excluded Individuals/Entities”
- **The System for Award Management (SAM) – General Services Administration:** The System for Award Management (SAM) is combining federal procurement systems and the Catalog of Federal Domestic Assistance into one new system which contains:

- **Central Contractor Registry (CCR):** The Central Contractor Registration (CCR.GOV) is the primary vendor database for the U.S. Federal Government. The CCR collects, validates, stores and disseminates data in support of agency acquisition missions.
- **Federal Agency Registration (FedReg):** FedReg collects standard data on federal agency buyers and sellers who perform intragovernmental transactions. FedReg sends data on buyers and sellers to the Intragovernmental Transaction Exchange and Intragovernmental Transaction System to assist in tracking all intragovernmental transactions. FedReg also serves as a sort of government "Yellow Pages," providing information on federal sellers of goods and services. All federal entities engaged in intragovernmental buying or selling must be registered.
- **Online Representations and Certifications Application (ORCA):** ORCA is a Federal Acquisition Regulations (FAR) mandated web-based system that streamlines the solicitation and award process for both vendor and Government by collecting vendor representations and certifications of business information that is required by law for contract award.
- **Excluded Parties List System (EPLS) U.S. General Services Administration:** EPLS is an electronic, web-based system that identifies those parties excluded from receiving federal contracts, uncertain subcontractors, and certain types of federal financial and non-financial assistance and benefits.
- **Specially Designated Nationals List (SDN) U.S. Department of Treasury:** List of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. The SDN also lists individuals, groups, and entities such as terrorists and narcotics traffickers designated under programs that are not country-specific.



EXHIBIT D – IU HEALTH CLINICAL STUDENT/FACULTY VALIDATION FORM

City and Educational Program: \_\_\_\_\_

Student or Faculty Name: \_\_\_\_\_

This form must be completed by the City for each Student or Faculty participating in a rotation at IU Health. All source documentation required by this form must be kept on file at the City and must be produced within 24 hours of a request by IU Health.

**General Checklist** (Refer to Section III-H for additional details)

- Medical Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_
- FCRA-compliant Criminal Background Check  Student-Signed Written Consent for background check release
- Department of Transportation compliant Drug Screen Results (minimum 5-panel, completed within the last 12 months)
- Copy of Active American Heart Association Basic Life Support (BLS) card or equivalent, including validation of skill demonstration (*if applicable*)
- N95 fit testing (*if applicable*). Students must show proof of fit testing to preceptor/department manager/charge RN prior to working with patients where N95 mask-wearing is required.

Vaccination Checklist:
<input type="checkbox"/> COVID Vaccine (Documentation completed according to current IU Health policy)
<input type="checkbox"/> Influenza (for current flu season from September 1-March 1 yearly)
<input type="checkbox"/> or Approved Exemption
<input type="checkbox"/> TB test
<input type="checkbox"/> Varicella (2-shot vaccine)
<input type="checkbox"/> Hepatitis Vaccine (multiple doses) (or declination form)
<input type="checkbox"/> MMR Vaccine (2-shot vaccine)

I certify that this information is correct and accurate, according to the information supplied by the above-named Student/Faculty, and I certify that supporting documentation is on file at the City and available upon request.

City Official Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_