CLINICAL AFFILIATION AGREEMENT

BETWEEN

Indiana University

and

Monroe County Community School Corporation

This Agreement is by and between the Indiana University School of Nursing at Bloomington, Columbus, and Indianapolis, Indiana, on behalf of The Trustees of Indiana University (“University”), and Monroe County Community School Corporation (“Facility”), located in Bloomington, IN.

WITNESSETH

Whereas, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of the University, the parties have agreed to the terms and provisions set forth below:

I. Purpose and Consideration: The purpose of this Agreement shall be to provide clinical experience to students enrolled in the University’s Nursing Program. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

II. Terms and Conditions: Pursuant to the above-stated purpose, the parties agree as follows:

A. Term and Termination:

TERM:
1. The Term of this Agreement shall be for a period of three years, beginning on July 1, 2010. At the close of this initial term, the parties may extend this Agreement for an additional three-year term.

TERMINATION:
2. Notwithstanding any other method of termination set forth elsewhere in the Agreement, this Agreement shall terminate:
   a. by mutual consent of both parties; or
   b. by either party upon twelve (12) months written notice to the other party.
   c. Any student currently enrolled in the Program at the time notice to terminate this Agreement is given shall be permitted to complete the Program.

B. Revisions: This Agreement is subject to changes and revision as necessary and by agreement of the parties; provided, however, that any such change or revision must be agreed to in writing by both parties in order to be binding.

C. Placement of Students: The University shall notify the Facility at least sixty (60) days prior to the beginning of each clinical experience of the number of students it desires to place at the Facility. The Facility shall have the right to accept or reject that number based on the current level of staffing in the appropriate discipline.

D. Discipline: While enrolled in a clinical experience at the Facility, students will be subject to all applicable policies of the Facility, including the dress code. The Facility may immediately remove from the premises any student who poses an immediate threat or danger to patients, staff, visitors or the premises or the public; in all other cases, students shall be dismissed from participation in the clinical experience only after the appropriate disciplinary policies and procedures of the University have been followed.
E. **University-Specific Responsibilities:** The following duties shall be the specific responsibilities of the University:

1. Identify students for placement at the Facility.

2. Maintain liaison with the Facility for supervision of students at the Facility for clinical experience, and assume responsibility for teaching and general supervision for each group of students.

3. Require that each faculty member and student have immunity for Rubella and a negative PPD test or, if positive, a negative chest x-ray within the past six months.

4. Establish professional liability and other insurance coverage as follows:
   a. During the term of this Agreement, University agrees to provide evidence of adequate general liability insurance covering the acts or omissions of its faculty, employees and instructors during their participation in the Program. University agrees to provide notification to the Facility if a lapse or change in insurance coverage occurs during the contract period.
   b. If the student(s) is training to become one of the health care professionals listed in the Indiana Medical Malpractice Act (I.C. 34-18-2-14, as amended from time to time, the “Act”), the University shall (a) provide Professional Liability Insurance coverage for the student in amounts consistent with the Act, (b) take any action necessary to make the student a “qualified provider” under the Act, and (c) provide evidence of coverage.
   c. If the student(s) does not qualify for coverage by the University under 4(b) above, the University shall require each such student to obtain and maintain in force Professional Liability Insurance covering all liability incurred by each student that arises out of and during the course of each such student's activities under the terms of this Agreement, with limits of not less than $1,000,000 per occurrence and $3,000,000 in the annual aggregate.

5. Inform students that they are not to submit for publication any material relating to the clinical education experience without prior written approval from the University and the Facility.

6. Distribute to students the Facility's pertinent policies and procedures, if such materials are provided by the Facility.

7. To instruct students that they are responsible:
   a. To follow policies and procedures of the Facility throughout the affiliation.
   b. To provide written evaluation of the Facility to both the Facility and the University upon request.
   c. To provide health records upon request by the Facility. Typical requests include proof of immunization tests, including MMR, PPD and Hepatitis B and/or Hepatitis declination form.
   d. To provide documentation to the Facility of personal health insurance in effect during the term of assignment.
   e. To provide documentation of appropriate liability insurance as provided in Paragraph E.4(c).
   f. To obtain, if required by the Facility, a criminal background check that meets the Facility's requirements and to provide a copy of the results of the background check to the University and the Facility.
g. To submit to a drug screen as requested by the facility. The facility reserves the right to terminate a student from participation in the clinical experience upon determining a positive drug screen result.

8. Provide, upon request, the names, ranks, and teaching areas of faculty responsible for each group of students.

F. Facility-Specific Responsibilities: The following duties shall be the specific responsibilities of the Facility:

1. The Facility will designate a staff member who is acceptable to the University as the Facility’s Clinical Education Coordinator to:
   a. Provide for student orientation to the Facility.
   b. Designate a staff member to be responsible for coordinating the clinical experience and providing a planned and supervised program;
   c. Maintain a sufficient level of staff support to provide supervision of students and to carry out normal service functions without having students perform in lieu of staff. Notify the University if staffing falls below this level while students are present on scheduled affiliation.

2. Provide for the students a patient caseload that is appropriate to his/her needs and level of experience and proficiency and that is of sufficient size and variety to ensure the best educational experience possible.

3. Notify the University in writing of any changes within the Facility that would alter significantly the specified clinical education experiences for the students.

4. Retain complete responsibility for patient care, providing adequate supervision of students at all times.

5. Maintain a sufficient level of staff employees to carry out regular duties. Students will neither be expected nor permitted to perform services in lieu of staff.

6. Provide emergency medical treatment to students if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the student treated.

7. Maintain all applicable accreditation requirements and certify such compliance to the University or other entity as requested by the University. The Facility shall also permit authorities responsible for accreditation of the University’s curriculum to inspect the Facility’s clinical facilities and services as necessary.

G. Mutual Responsibilities: The parties shall cooperate to fulfill the following mutual responsibilities:

1. Each party shall comply with all federal, state, and municipal laws, rules and regulations that are applicable to the performance of this Agreement.

2. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Facility or the University.

3. The parties expressly acknowledge and agree that students are not the agents or employees of either the University or the Facility for any purpose, including but not limited to purposes of providing general liability coverage pursuant to Paragraph I.E.4.a. of this Agreement.

4. The parties agree to comply with Title VI and IX of the Federal Education Amendments of 1972, and Section 504 of the Federal Rehabilitation Act of 1973, Executive Order 11,246 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or
students, because of race, religion, ethnic or national origin, gender, sexual orientation, marital status, age, disability or veteran status or national origin.

II. Patient confidentiality and the Health Insurance Portability and Accountability Act ("HIPAA"): University shall direct its students to comply with the policies and procedures of Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students’ role in relation to the use and disclosure of Facility’s protected health information, such students are defined as members of the Facility’s workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such students are not and shall not be considered to be employees of the Facility. In addition, University agrees that a student’s breach of Facility’s policies concerning confidentiality shall be grounds for student discipline by University, including dismissal from the program and/or removal from Facility.

III. MISCELLANEOUS
This document is executed in two counterparts, either of which shall be deemed an original. This Agreement shall be governed by and construed according to the laws of the State of Indiana. It is understood and agreed that this Agreement is not intended and shall not be construed to create an employment relationship between the FACILITY and the students in the Program; further, this Agreement is not intended and shall not be construed or deemed to create or confer any right or benefit to any person not a party hereto. The relationship between the UNIVERSITY and FACILITY shall be considered as one between independent contractors and not as a joint venture or partnership.

IN WITNESSES WHEREOF, the parties have by their duly authorized representative set forth their signature:

INDIANA UNIVERSITY SCHOOL OF NURSING
ON BEHALF OF THE TRUSTEES OF INDIANA UNIVERSITY

By: ________________________________ Date __________________
Marion E. Broome, PhD, RN FAAN
Dean and Distinguished Professor

By: ________________________________ Date __________________
Mary Frances McCourt, Treasurer
Indiana University

FACILITY/AGENCY

By: ________________________________ Date 4/27/2010
Print Name: _______________________
Print Title: ________________________

For Monroe County Community Schools:

Jeannine Butler, Board President
Date: ____________________________
EXHIBIT A

Facilities to be made available by Monroe County Community School Corporation to UNIVERSITY for student clinical experiences include units and/or areas of the following sites (e.g., satellite offices of the main site, programs located and/or operated away from the main site, etc.).
# Certificate of Insurance

This certificate is issued as a matter of information, only, and conveys no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

### Insurers Affording Coverage

<table>
<thead>
<tr>
<th>Insurer A</th>
<th>Insurer B</th>
<th>Insurer C</th>
<th>Insurer D</th>
<th>Insurer E</th>
</tr>
</thead>
<tbody>
<tr>
<td>Old Crescent Insurance Company</td>
<td>Travelers!</td>
<td>Midwest Employers Casualty Co.</td>
<td>Safety Nat'l Insurance Co.</td>
<td>Lexington Ins Co</td>
</tr>
<tr>
<td>Insurer F</td>
<td>Insurer G</td>
<td>Insurer H</td>
<td>Insurer I</td>
<td></td>
</tr>
<tr>
<td>AXA</td>
<td>Columbia Casualty Co.</td>
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<td></td>
</tr>
</tbody>
</table>

The policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding and requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

## Insurers

<table>
<thead>
<tr>
<th>Ins Ltr</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Dates</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY Occurrence Commercial General Liability Ind/Contractual</td>
<td>CLEx-1e</td>
<td>2/1/2010 - 1/31/2011</td>
<td>Each Occurrence: $500,000,000</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY All licensed autos owned, leased, or rented by or for Indiana University (Excess of $100,000 retention)</td>
<td>AEEx-1e</td>
<td>2/1/2010 - 1/31/2011</td>
<td>Combined Single Limit: $500,000</td>
</tr>
<tr>
<td>E F G</td>
<td>EXCESS LIABILITY Occurrence</td>
<td>8133159</td>
<td>2/1/2010 - 1/31/2011</td>
<td>Combined Single Limit: $500,000,000</td>
</tr>
<tr>
<td>C D</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td>EWC007210</td>
<td>2/1/2009 - 1/31/2010</td>
<td>Each Occurrence: $25,000,000</td>
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<tr>
<td>C D</td>
<td></td>
<td>EWCO07210</td>
<td>2/1/2009 - 1/31/2010</td>
<td>Employers Liability: $1,000,000</td>
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<tr>
<td>C D</td>
<td></td>
<td>SP230061N</td>
<td>2/1/2009 - 1/31/2010</td>
<td>Excess: Statutory</td>
</tr>
<tr>
<td>A B</td>
<td>PROPERTY incl Fine Arts, Boiler, Flood and Earthquake (Sub-limits may apply) (Excess of $100,000 retention)</td>
<td>ARP-1e</td>
<td>2/1/2010 - 1/31/2011</td>
<td>Layer 1: $900,000</td>
</tr>
<tr>
<td>A B</td>
<td></td>
<td>TBO</td>
<td>2/1/2010 - 1/31/2011</td>
<td>Layer 2: $1,000,000,000</td>
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<tr>
<td>A</td>
<td>MEDICAL MALPRACTICE (coverage subject to Indiana Statutes)</td>
<td>HL-1e</td>
<td>2/1/2010 - 1/31/2011</td>
<td>Statutory: $250,000</td>
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<tr>
<td>H</td>
<td>EXCESS MALPRACTICE Out-of-state, only</td>
<td>HMC 1064568260</td>
<td>2/1/2010 - 1/31/2011</td>
<td>Aggregate: $2,000,000,000</td>
</tr>
</tbody>
</table>

### Description of Operations, Locations, Vehicles, Exclusions Added by Endorsement/Special Provisions

To provide evidence of medical malpractice coverage for fellows, residents, interns, medical and nursing students when not covered by another entity through an affiliation program.

### Certificate Holder

To Whom It May Concern

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**Authorized Signature**

*The signer of this document is authorized to represent the coverages of the Old Crescent Insurance Company. In addition, the signer is authorized to make representations of the other coverages outlined on this certificate of insurance based on policy information on file at the Indiana University Office of Risk Management. Certificates of Insurance for the other insurance companies indicated on this certificate may be obtained, if necessary.*

**Effective Dates:** February 1, 2010 - January 31, 2011