


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

TO: Dr. Jesse Bacon, Superintendent


FROM: Lee Barger, Director of College and Career Readiness 

DATE: November 14, 2022

RE: University of Louisville Health, Inc.

Please see the attached contract between Bullitt County Public Schools and University of Louisville Health, Inc.

Please approve this request with University of Louisville Health, Inc.

  
11.16.22

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

**BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION**

**EDUCATIONAL AFFILIATION AGREEMENT  
BETWEEN  
UOFL HEALTH, INC.**

**AND  
Bullitt County Public Schools**

This Educational Affiliation Agreement ("Agreement") is made and entered into November 11, 2022, by and between **UofL Health, Inc.**, a nonprofit Kentucky corporation ("Hospital"), and **Bullitt County Public Schools** ("Sponsoring Institution").

**PREMISES**

WHEREAS, Hospital is a licensed health care facility which provides various health care services to its patients and has an interest in supporting various educational programs for the development of health care professionals and has agreed to provide administrative and clinical staff and facilities for the training of these health care professionals who are Students at Sponsoring Institution ("Student(s)") and who require clinical rotations in order to complete their professional development; and

WHEREAS, Sponsoring Institution, through its educational program, has the responsibility for the training of Students (hereinafter "Students") who are already enrolled in the program(s) described in Attachment C ("Program(s)") at Sponsoring Institution and who require clinical rotations in order to complete their professional development; and

WHEREAS, Hospital and Sponsoring Institution enter into this Agreement for the purpose of affording Students the opportunity to participate in these clinical rotations with patients of Hospital and to provide Sponsoring Institution and its Faculty ("Faculty") with a site for the education of these Students.

NOW THEREFORE, in consideration of these premises and the following terms and conditions, the mutual benefits to be received and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

**AGREEMENT**

**1. RESPONSIBILITIES OF SPONSORING INSTITUTION**

**1.1 Preparation and Supervision of Students.** Sponsoring Institution shall provide the necessary preparatory instruction and overall supervision for the Students to ensure proper application of principle and theory during the clinical rotation, and shall provide Students who are acceptable to Hospital for participation in the clinical rotation.

**1.2 Policies and Procedures.** Sponsoring Institution shall become familiar with the Hospital, its policies, procedures and standards, including but not limited to, the policy for dress and conduct so as to ensure that Faculty and Students comply with the requirements of Hospital.

**1.3 Program Coordinators.** Sponsoring Institution shall recommend Students and certain Faculty to the Hospital's Clinical Education Coordinator ("Coordinator") who shall be responsible for coordinating the clinical rotation for the Hospital and for working with designated Hospital employees and/or staff who may provide daily direction to individual Students. It is understood these individuals will serve in the capacity of non-tenured Faculty with all attendant

privileges thereto.

**1.4 Planning Program.** Sponsoring Institution shall be responsible for planning the clinical rotation, including the schedule for classes, subject material and course objectives in consultation with the Hospital's Coordinator.

**1.5 Cooperation.** Sponsoring Institution shall cooperate with the Hospital's Coordinator so as to facilitate optimum Student education and training while simultaneously ensuring the patient care mission of the Hospital.

**1.6 Performance Evaluation.** Sponsoring Institution shall continuously monitor and evaluate the performance of each Student and shall remove any Student who is not competent or qualified to participate in the clinical rotation. Furthermore, Sponsoring Institution shall cooperate with the Hospital in matters of Student discipline when the welfare of the Hospital, its employees, patients, visitors, Medical Staff, or volunteers has been or will be jeopardized and shall assist Hospital in the immediate removal of any Student for whom the Hospital has determined, through its Coordinator, acted in an incompetent, negligent or careless manner, or who is unable to continue to participate in the clinical rotation for reasons of health, performance or other reasonable cause.

**1.7 Insurance.** Sponsoring Institution shall secure and maintain during the term of this Agreement from an insurance carrier reasonably acceptable to Hospital, but at a minimum with a rating of B++ or higher, government self-insurance pool, or government self-retention fund with comprehensive general and professional liability insurance, and property damage insurance providing minimum limits of liability as follows:

Comprehensive General Liability:	\$1,000,000/\$1,000,000
Medical-Professional Liability:	\$1,000,000/\$3,000,000
Property Damage Insurance:	\$1,000,000

Sponsoring Institution shall provide insurance to Students which meets such requirements or shall require all Students to possess professional liability insurance coverage prior to the initiation of the clinical rotation and to require Student to provide a copy of the policy to the Hospital upon request. Upon request by Hospital, Sponsoring Institution shall provide a certificate of insurance evidencing such coverage of the Sponsoring Institution. Sponsoring Institution immediately shall notify Hospital of any notice from its insurance carrier of intent to modify or cancel such insurance coverage.

**1.8 Student Health.** Sponsoring Institution shall require all Students, and any Faculty who will be on-site at Hospital to comply with the immunization checklist identified in Attachment D attached hereto and incorporated by reference herein. Sponsoring Institution shall require each Student to sign Attachment B, the Consent for Student to Submit to Drug and/or Alcohol Testing and Authorization for Release of Test results and Release of Liability attached hereto and maintain copies that can be provided upon request.

**1.9 Required Training.** Sponsoring Institution shall require each Student to complete training and education (OSHA approved, where applicable) on the following prior to participating in the clinical education experience: -(1) universal precautions and infection control; (2) body mechanics; (3) fire safety and disaster safety; (4) HIPAA; (5) any other training identified by the Hospital.

**1.10 Recordkeeping Requirements.** Sponsoring Institution shall maintain and supply to Hospital, upon Hospital's request, records demonstrating Student's education and training and/or

other documentation that Student's knowledge, experience, and competence are appropriate for the clinical rotation. In addition, Sponsoring Institution shall supply to Hospital, upon Hospital's request, any such records which pertain to Hospital's patients, patient care or employees. Sponsoring Institution shall be responsible for obtaining any necessary authorizations from Students for release of records.

**1.11 Damages.** Sponsoring Institution shall assume responsibility for the cost of equipment and supplies of Hospital that are broken or damaged by Students.

**1.12 Criminal Background Checks and Drug and Alcohol Testing.** If required by State law or Hospital policy, Sponsoring Institution shall require criminal background checks and drug and alcohol testing on all Students (using a Hospital approved screening panel) who will be providing direct patient care services at the Hospital. Sponsoring Institution shall provide copies of such criminal background checks and negative test results to Hospital upon request. Fees for the drug and alcohol testing will be paid by the Sponsoring Institution or Student.

**1.13 Student Participation Agreement and Waiver.** Sponsoring Institution shall require each Student to sign and agree to abide by all provisions of the Student Participation Agreement and Waiver, Attachment A, and maintain copies that can be provided upon request.

**1.14 Student Requirements.** Sponsoring Institution acknowledges the provisions of the Student Requirements set forth in Attachment D hereto and attests that it maintains documentation to support that it has performed all listed prerequisite checks, that the student has passed the drug screen and that the specified immunizations are up to date prior to the Student being on-site at Hospital. Sponsoring Institution shall furnish such documentation to Hospital upon request.

## **2. RESPONSIBILITIES OF HOSPITAL**

**2.1 Patient Care.** Hospital shall retain ultimate responsibility for the quality and provision of patient care.

**2.2 Resource.** Hospital, through its Coordinator and any designated employees, shall serve as a clinical resource for Students in connection with the clinical rotation.

**2.3 Program Coordinator.** Hospital agrees and hereby designates a Hospital Coordinator who will plan with Faculty for an appropriate Student clinical rotation and designated Hospital employees and/or staff who will provide instruction to individual Students while in the Hospital in connection with the clinical rotation and the Program.

**2.4 Refusal of Student.** Hospital shall have the right to refuse any Student for any reason unless such refusal is prohibited by law.

**2.5 Orientation.** Hospital shall provide for the orientation of Faculty and Students to the Hospital's environment, policies, procedures, and rules of conduct and dress, including *Ethics at Work* education. Students and Faculty may also be required to attend all Joint Commission (TJC) and OSHA training on occupational exposure, universal precautions, body mechanics and electrical and fire safety, as well as HIPAA compliance training, that may be required of Hospital's clinical employees and staff.

**2.6 Access to Facility.** Hospital shall make the cafeteria available to Faculty and Students at the Hospital's established prices. Hospital may also make available to Faculty and

Students library facilities, classrooms, conference rooms, and other facilities which may be needed and have been arranged in advance in accordance with Hospital policies and scheduling requirements.

**2.7 Treatment of Injuries.** Hospital shall provide emergency medical treatment consistent with the Hospital policies when injuries are sustained while functioning in the formal capacities of Student or Faculty, as applicable. Hospital will indemnify Student for medical payments incurred as a result of accidents occurring within the scope of Student's duties during the clinical rotation in accordance with all limitations and conditions in Hospital's commercial general liability coverage.

**2.8 Educational Resources.** Hospital shall, with appropriate planning and notice, make available for the instruction of the Students during supervised educational sessions, appropriate personnel and equipment resources of the department(s) in which the Students are doing clinical rotation and of any related Hospital departments which may add to the clinical educational experience of the Students.

**2.9 Authority.** Hospital shall retain ultimate administrative authority consistent with the established Hospital policies for all Faculty and Student activities which influence Hospital operations or the direct or indirect care of Hospital's patients.

### **3. TERM AND TERMINATION**

**3.1 Term.** Unless terminated earlier as provided in this Agreement, this Agreement shall commence on November 11, 2022 ("Start Date") and continue until the 6th day of November 2023. Extensions of one (1) year will be automatic as of each successive calendar date of the Start Date for a maximum of two (2) successive one (1) year periods, not to exceed three (3) years, unless canceled by one of the parties by giving the other party at least sixty (60) days prior written notice of its intent not to renew before the start of the next term or otherwise terminates as provided in the Agreement.

**3.2 Termination.** This Agreement may be terminated by either party without cause by providing sixty (60) days advance written notice of termination. This Agreement may be terminated by either party with cause by providing thirty (30) days advance written notice of termination, with the notified party having the right to cure the cause within such notice period. This Agreement may be immediately terminated as necessary and determined at the sole discretion of Hospital, for failure to adhere to Hospital policies and procedures or any threat to the health or safety of employees and patients or Hospital operations, or as otherwise provided in this Agreement. Hospital agrees that they will continue to work with Sponsoring Institution regarding any Students who may already be in clinical rotations.

### **4. GENERAL PROVISIONS**

**4.1 Attire.** Students and Faculty may be required to wear attire consistent with Hospital policy, which shall be neat and attractive at all times, and that the cost of the attire or of cleaning shall not be the Hospital's responsibility.

**4.2 Limitations of Program.** Student assignments are to be of an educational and training nature with the understanding that such assignments are not to be construed to be a substitute for the services of an employee of the Hospital.

**4.3 Wages and Benefits.** Students are not entitled to wages for activities which are related to the education and training which they receive during the clinical rotation at the Hospital nor are

Students entitled to workers' compensation benefits for any injury sustained during the clinical rotation.

**4.4 Policies and Procedures.** Students and Faculty shall adhere to Hospital's policies relative to matters that concern Hospital's internal operations: there shall be a strict interpretation of, and respect for, information which is received but which is confidential in nature and may pertain to matters related to patient privacy or Hospital's internal operations.

**4.5 Performance Evaluation.** Faculty and Hospital's Coordinator shall conduct a continuing review of the Program and the clinical rotation.

**4.6 In-Services.** The Sponsoring Institution, upon request, will assist the department(s) in which Students are doing clinical rotations to develop an exemplary in-service education program comparable to such programs at other similarly situated hospitals.

**4.7 FERPA.** The parties agree, in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), to protect Students' education records, as defined in FERPA, and the information contained therein from disclosure to third parties. To the extent permitted by law, the parties may share Students' educational records with each other, as may be necessary to perform their obligations under this Agreement.

**4.8 Indemnification.** To the extent permitted by applicable law, each party agrees to indemnify and hold harmless the other party, its board members, employees, agents, and officers, individually and collectively, from and against all claims, fines, damages, costs, and expenses of any nature, including reasonable attorney's fees, arising from its negligent acts or omissions in the performance of its obligations under this Agreement.

**4.9 Duties.** At all times during the term of this Agreement, Sponsoring Institution agrees to abide by the Hospital policies and procedures; and agrees to provide for the consistent performance of patient care processes according to the current standards of TJC.

**4.10 Notice.** Whenever under the terms of this Agreement written notice is required or permitted to be given by any party to any other party, such notice shall be in writing and shall be deemed to have been sufficiently given if personally delivered, delivered by a national overnight courier service (such as Federal Express), transmitted by electronic facsimile or deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given, at the address hereinafter set forth. Any party hereto may change its address by written notice in accordance with this Section:

If to Hospital:

UofL Health, Inc.  
530 South Jackson Street  
Louisville, KY 40202

Attn: Clinical Coordinator

If to Sponsoring Institution:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

**4.11 Entire Agreement.** This Agreement, including all addenda, attachments and exhibits, constitutes the entire agreement between the parties and supersedes all previous contracts or agreements between the parties which respect of the same subject matter. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement or the documents and attachments referred to in this Agreement.

**IN WITNESS WHEREOF**, the duly authorized representatives of Hospital and Sponsoring Institution have executed this Agreement as of the date first above written.

**UofL Health, Inc.** \_\_\_\_\_

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

**Name: Kenneth P. Marshall**

**Title: Vice President**

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

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

**Name: Dr. Jesse Bacon**

**Title: Superintendent**

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

## ATTACHMENT -A

### STUDENT PARTICIPATION AGREEMENT AND WAIVER

I, \_\_\_\_\_, am student at \_\_\_\_\_ ("Sponsoring Institution") during which I will be participating in a clinical rotation at Frazier Rehab Institute ("Hospital"). As a condition of participation, I agree to the following terms and conditions:

1. I agree to abide by all hospital policies and procedures at all times while I am at the Hospital participating in the clinical rotation. I further agree to undergo any required training regarding OSHA training on occupational exposure, universal precautions and infection control; body mechanics; electrical and fire/disaster safety; HIPAA compliance and any other training required by Hospital.
2. I do not have a medical condition that may cause injury or illness to myself, to Hospital employees, or to the patients that I will be in contact with, that I have not disclosed to Hospital's Coordinator. I agree to inform Hospital's Coordinator if I develop any such condition or disease during the course of my participation in the clinical rotation. Including, but not limited to, runny nose, fever, rash, etc. I agree to under a physical health exam before the clinical education rotation begins to include immunizations and tests, per CDC guidelines for: (i) Hepatitis B; (ii) TB Screening; (iii) MMR vaccination(s); (iv) Varicella (chicken pox); (v) influenza vaccine; and (vi) T-DAP if never received or if 10 years since last tetanus. I further agree to provide a physician's statement regarding the status of my health to Hospital upon request.
3. I agree that I will not be an employee of the Hospital and that I will not be entitled to any of the wages and benefits of employment at the Hospital, including worker's compensation.
4. I understand that there is a risk of transmission of disease from a patient to myself and that such transmission can occur without any fault or negligence on the part of the Hospital or its employees. I have health insurance that will provide benefits in the event that I contract or develop a medical condition or disease during the clinical rotation.
5. I agree to sign a confidentiality agreement and to maintain the confidentiality of any patient information I have access to or learn while I am participating in the clinical rotation at the Hospital.
6. I agree to respond promptly to all directions given to me by medical and nursing staff, including any requests to leave any area, immediately.
7. I understand that my failure to comply with the terms and conditions of the Participation Agreement will cause an immediate termination of any right or expectation that I may have to participate in the clinical rotation at the Hospital pursuant to this Participation Agreement.
8. I save and hold harmless Hospital and/or any subsidiaries, affiliates, officers, contractors, providers, directors, employees, servants and agents or other third parties designated by these entities or individuals from any liability for any personal injury or potential exposure or property damage which may as a result of my presence in the Hospital.
9. I agree to ensure that any report or communication involving this training shall contain only de-identified information as defined by 45 CFR 160.514(b)(2)(i) and shall not contain any of the following information:



1. Names;
2. All geographic subdivisions smaller than a State, including street address, city, county, precinct, zip code, and their equivalent geo codes, except for the initial three digits of a zip code if, according to the current publicly available data from the Bureau of the Census: (1) The geographic unit formed by combining all zip codes with the same three initial digits contains more than 20,000 people; and (2) The initial three digits of a zip code for all such geographic units containing 20,000 or fewer people is changed to 000.
3. All elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of 90 or older;
4. Telephone numbers;
5. Fax numbers;
6. Electronic mail addresses;
7. Social Security numbers;
8. Medical record numbers;
9. Health plan beneficiary numbers;
10. Account numbers;
11. Certificate/license numbers;
12. Vehicle identifiers and serial numbers, including license plate numbers;
13. Device identifiers and serial numbers;
14. Web Universal Resource Locators (URLs).

10. If required by state law or Hospital policy, I agree to consent to undergo criminal background screening and drug and alcohol testing prior to being allowed to begin the clinical rotation at the Hospital.

11. I certify that I am not and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid and further agree to immediately notify Hospital of any threatened, proposed, or actual exclusion.

12. If insurance coverage for me is not provided by the Sponsoring Institution, I agree to obtain professional liability coverage in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate from an insurance carrier reasonably acceptable to Hospital, but at a minimum with a rating of B++ or higher. Insurance shall cover all acts, omissions or commissions by me (the Student). I further agree to provide Hospital with a certificate evidencing such insurance upon request.

13. I understand that the Hospital shall provide emergency medical treatment consistent with Hospital's policies if I sustain an injury while functioning in the formal capacity of Student, as applicable. Hospital will indemnify me for medical payments incurred as a result of accidents occurring within the scope of my duties during the clinical rotation in accordance with all limitations and conditions in Hospital's commercial general liability coverage.

*By signing below, I acknowledge that I have this Student Participation Agreement and Waiver, that I understand its terms, and that I agree to abide by it.*

---

Signature of Student

---

Date

---

Witness

---

Date

## **ATTACHMENT B**

### **CONSENT FOR STUDENT TO SUBMIT TO DRUG AND/OR ALCOHOL TESTING AUTHORIZATION FOR RELEASE OF TEST RESULTS, AND RELEASE OF LIABILITY**

I, \_\_\_\_\_, have been informed that Hospital, its employees or agents and/or my educational sponsoring institution, or the parent, affiliated or related facilities (collectively "Sponsoring Institution"), its employees, or agents, is requesting that I submit to drug and/or alcohol testing to detect the presence of drugs or alcohol for the following reason: (check one)

☐ Post-offer/Pre-placement in clinical experiences/program ("Program") at Frazier Rehab Institute ("Hospital")

☐ Reasonable Suspicion/For Cause

I understand that the testing for drugs will be done by at least a 10-Panel drug screen. I further give my permission for Hospital and/or Sponsoring Institution to test for drugs at a higher level panel drug screen if it chooses. If required by state law, I have received a list of substances for which I will be tested. I have been informed and I understand that my agreement to submit to the requested drug and/or alcohol test(s) is completely voluntary on my part, and that I have the right to refuse to submit to the test(s). I am aware and have been told that I may be required to produce documentation to verify information contained in this consent and that my refusal to submit to the drug and/or alcohol testing or failure to cooperate in any way will be grounds for refusal to allow me to participate in the Program.

I understand and consent to the release of the results of my drug and/or alcohol test(s) to Hospital Human Resources Manager and the Sponsoring Institution, as applicable, or their designees, as may be necessary. I understand that test results will be used to determine if I qualify to participate in the Program or have violated Hospital's rules concerning drug/alcohol use and will be grounds for refusal to allow me to participate in the Program. I understand this information will be kept confidential and disclosed as permitted by law or as necessary per Hospital and/or Sponsoring Institution policies.

I acknowledge and agree that the sample given by me shall become the property of the Hospital and/or Sponsoring Institution and I hereby relinquish all rights to ownership and possession thereof. Fees for the initial test will be paid for by the Sponsoring Institution or me. Individuals that undergo post-offer/pre-placement testing do not have the right to request an independent lab to complete an additional analysis from the initial split sample. Following and offer of placement, other types of testing may allow a re-test and if applicable, I must request this additional test within seven (7) business days from the receipt of notification of the original test result by written request to Human Resources, Hospital or the Sponsoring Institution, as applicable. I will be responsible to pay for the additional analysis requested, unless the test result is negative.

Re-disclosure: I understand that the information used and/or disclosed by this authorization may no longer be protected by federal privacy law (also known as HIPAA) and the recipient of my health information may potentially re-disclose it. However, under the Federal Substance Abuse Confidentiality Requirements, 42 CFR Part 2, the recipient may be prohibited from disclosing identifiable substance abuse information.

Expiration: This authorization will expire once stated purpose above is served.

Revocation: I understand that I may revoke the authorization to disclose results (but not my consent to be tested following provision of the sample) at any time prior to disclosure by written notice to Hospital or Sponsoring Institution, as applicable at the facility in which you are rotating and directed to the Human Resources Department.

This Authorization is binding: The statements made in this authorization are binding, controlling, and I understand that they take precedence over statements made in Hospital's or Sponsoring Institution's Notice of Privacy Practices.

I agree to HOLD HARMLESS, RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE HOSPITAL, nor its parent, affiliates, officers, trustees, directors, contractors, providers, agents, employees, related facilities, and physicians, and/or Sponsoring Institution from any and all liability, claims, demands for injury, or other causes of action I have now or may have in the future which may arise from Hospital and/or Sponsoring Institution, or their designees requesting, performing, disclosing, and using the results of these tests.

I certify that the urine or other specimen to be collected from me will be mine and will not be adulterated, substituted, or diluted in any manner. I certify that the medications I have listed on the following page include any medications that I have taken in the last 48 hours and 30 days.

I have taken the following medications (including over the counter and/or prescription medications or other drugs) within the last forty-eight (48) -hours:

Brand Name of Drug	Dosage (Strength Per Day)	Length of Time Used

I have taken the following medications (including over the counter and/or prescription medications or other drugs) within the last **thirty (30) days**:

Brand Name of Drug	Dosage (Strength Per Day)	Length of Time Used

I authorize Hospital and/or Sponsoring Institution to contact my physician(s) listed below to verify that the medications I have listed were lawfully prescribed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby represent that I have read and understand the above information and have voluntarily agreed to submit to the requested drug and/or alcohol test by urinalysis, blood and/or other testing requested by the Institution at the laboratory designated, and in recognition of my agreement, sign below.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

## ATTACHMENT C

[List and describe each program from the Sponsoring Institution that will be sending  
Students to receive clinical rotations at Hospital]

### 1. Applicable Programs

## ATTACHMENT- D

### HOSPITAL STUDENT REQUIREMENTS

It is the goal of Hospital to provide a safe environment for our employees, caregivers, visitors and partners. Hospital will require partner organization such as academic institutions to screen, select and assess students based upon defined requirements including background checks, drug screens and current immunizations in order for any student to utilize any Hospital facility for learning or practice experiences. Hospital makes every effort to ensure equal opportunity to all individuals and abides by the EEO and nondiscrimination provisions of all applicable federal, state, and local laws.

Students should have all prerequisites to include:

- Office of Inspector General check
- National Sexual Offenders Registry check
- Criminal background check for past seven years unless candidate has admitted to convictions older than seven years - then they go back as far as the "oldest" conviction admitted. County searches for the states of residency provided by the candidate and any additional states of residency that the vendor discovers during the rest of the search. State checks for states that provide them based on county checks. National data base. See guidelines listed below.
- Nurse Aide abuse registry check
- Pass a 10 panel drug screen
- The following immunizations should be up to date prior to the student being on-site:

Immunity Status		Required Labs
<b>TB:</b>		T-Spot or QuantiFERON Gold Two step Tuberculin Skin Testing
<b>MMR (Measles, Mumps, Rubella):</b> Documentation of 2 MMR vaccines	<b>OR</b>	Draw for Rubeola, Mumps and Rubella Titers
<b>Varicella (Chicken Pox):</b> Documentation of 2 Varicella vaccines	<b>OR</b>	Draw for Varicella Titer
<b>Hepatitis B:</b> If vaccine series history		Draw for Hep B Antibody Titer
<b>Influenza Vaccine</b>		October 1-March 31; adjusted based on surveillance
<b>T-DAP</b> if never received or if 10 years since last tetanus		

## Attachment D (Continued)

### Criminal Background Check Guidelines

1	No Record Found or clear record	Meets Company Standards
2	Court disposition of dismissed	Meets Company Standards
3	Traffic or vehicle code violation  <b>includes</b> traffic misdemeanors (Reckless Driving, Careless Driving) DWOL (Driving Without a License), ordinance violations  <b>excludes</b> DUI/DWI	If meets academic standards, meets company standards
4	Misdemeanor convictions or misdemeanors pending court disposition	If meets academic standards, meets company standards
5	Misdemeanor convictions for crimes involving the following offenses: drug use or related activity; activity included an essential element of fraud or dishonesty; indecent liberties with a child, sex crimes; or murder, voluntary manslaughter, or other violent crime	Does Not Meet Company Standards
6	Unresolved warrant	If meets academic standards, meets company standards
7	Drunk driving or related charge (one or more convictions)	If meets academic standards, meets company standards
8	Worthless (bad) check	If meets academic standards, meets company standards
9a	Misdemeanor marijuana possession charge <b>providing not within</b> the last two years	If meets academic standards, meets company standards
9b	Misdemeanor conviction for possession (controlled substance) or paraphanelia.	Does Not Meet Company Standards

9c	Possession of marijuana in recent 2 years	Does Not Meet Company Standards
10	Sale and/or delivery of marijuana and/or controlled substances	Does Not Meet Company Standards
11	Contributing to the delinquency of a minor	If meets academic standards, meets company standards
12	Any felony conviction	Does Not Meet Company Standards
13	Any misdemeanor conviction involving violence (incl. domestic violence)	Does Not Meet Company Standards
14	Three or more misdemeanor convictions (incl. driving w/o license)	Does Not Meet Company Standards
15	False financial statement	If meets academic standards, meets company standards