

**CONTRACT BETWEEN  
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH AND  
COLUMBIA STATE COMMUNITY COLLEGE HEALTH SCIENCES DIVISION**

This Agreement is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH**, a municipal corporation of the State of Tennessee (hereinafter referred to as "MPHD") and **COLUMBIA STATE COMMUNITY COLLEGE HEALTH SCIENCES DIVISION** (hereinafter referred to as "SCHOOL").

WHEREAS, **SCHOOL** is engaged in the higher education and training of students in various health professions through its veterinary technology program and is in need of clinical experience opportunities for its students; and

WHEREAS, **MPHD** has a wide range of clinical experiences available to appropriate students.

NOW THEREFORE, in consideration of the mutual benefits, the parties agree as follows:

**I. GENERAL PROVISIONS**

- 1.1 At least one month prior to the beginning of each clinical experience (hereinafter referred to as a "Program"), the start date and length of the Program will be mutually agreed upon by the parties.
- 1.2 The number of students eligible to participate in the Program will be mutually determined by the parties at least one month prior to the beginning of the Program and, thereafter, may only be altered by mutual agreement of the parties.
- 1.3 Factors to be considered by the parties in determining start dates, program length and student numbers shall be: (i) the number of staff members available to train students; (ii) the work load of staff members; and (iii) the vacation schedule of staff members.
- 1.4 **SCHOOL** and **MPHD** will designate and submit in writing to the other the name of the person to be responsible for coordination of the Program on its behalf. Those persons will be called "Program Coordinators". **SCHOOL** and **MPHD** will notify the other in writing of any change or proposed change of their respective Program Coordinator.

- 1.5 Recognizing that the specific requirements of a clinical experience may vary from program to program, **SCHOOL** and **MPHD** agree, that following execution of this Agreement, their respective Program Coordinators may develop written guidelines to formalize operational details of a particular program so long as such guidelines fully comply with the terms of this Agreement.

## II. RESPONSIBILITIES OF SCHOOL

- 2.1 **SCHOOL** will assign to **MPHD** students enrolled in its veterinary medical education program for the purpose of receiving clinical instruction and experience.
- 2.2 **SCHOOL** will assign to **MPHD** only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum. Prior to assignment, **SCHOOL** shall provide **MPHD** with a competency assessment of each student which addresses the student's: (i) knowledge of humane and safe animal handling techniques and (ii) ability to communicate and collaborate in a professional and positive team work environment.
- 2.3 **SCHOOL** will establish the criteria for evaluating the quality of student performance in the Program.
- 2.4 **SCHOOL** shall assign grades for the clinical performance of each student based upon their quality of performance as determined by **MPHD** and **SCHOOL**'s Program Coordinators.
- 2.5 Prior to a student's arrival at **MPHD**, **SCHOOL** will provide **MPHD** with the name and biographical information and an executed copy of the Student Clinical Affiliation Agreement for each student assigned to **MPHD**.
- 2.6 Prior to a student's arrival at **MPHD**, **SCHOOL** will provide the student with a copy of **MPHD**'s orientation materials and **MPHD**'s written regulations which will govern the student's activities while at **MPHD**.
- 2.7 **SCHOOL** is responsible for supplying any additional information furnished or required by **MPHD** prior to the arrival of a student at **MPHD**.
- 2.8 **SCHOOL** shall provide professional liability (malpractice) insurance for its students' and faculty while they are engaged in the Program at **MPHD** in a minimum amount of \$1,000,000/\$3,000,000 and will provide **MPHD** with a certificate of insurance evidencing such coverage.

- 2.9 Prior to a student's arrival at **MPHD**, **SCHOOL** will provide **MPHD** with proof that all students assigned to **MPHD** are covered by appropriate health insurance.
- 2.10 Prior to a student's arrival at **MPHD**, **SCHOOL** shall provide **MPHD** with proof that for each assigned student it has: (i) completed a recent physical examination demonstrating the student's ability to perform the essential functions of the job (with or without reasonable accommodations); (ii) obtained vaccination against rabies; and (iii) offered the student the option of receiving Hepatitis B vaccine.
- 2.11 **SCHOOL** shall notify its students that for the purpose of workers' compensation claims, the students are not considered employees of **MPHD** and **MPHD** shall not be responsible for any accidents or job-related injury or illness incurred by any student as a result of the student's participation in the Program at **MPHD**.
- 2.12 **SCHOOL** agrees that all its faculty are employees of **SCHOOL** and shall be covered by **SCHOOL**'s workers' compensation insurance for any accidents or related injury or illness incurred by any faculty of **SCHOOL** as a result of their participation in the Program at **MPHD**.
- 2.13 **SCHOOL** will enforce the rules and regulations governing students that are established by **MPHD**.
- 2.14 **SCHOOL** shall immediately remove a student from the Program upon the written request of **MPHD** made in accordance with Section 3.8, below.
- 2.15 **SCHOOL** shall comply with all federal, state and local laws and/or regulations relative to its activities in Tennessee.

### III. RESPONSIBILITIES OF **MPHD**

- 3.1 **MPHD** shall coordinate supervision of each student's clinical experience with **SCHOOL**.
- 3.2 **MPHD** shall conduct an orientation process to familiarize students with their responsibilities and with their work environment before beginning patient care or other activities.
- 3.3 **MPHD** will provide an environment within which a student may benefit from the clinical experience opportunities offered by **MPHD**.

- 3.4 **MPHD** will maintain records and reports on each student's performance as specified by **SCHOOL**.
- 3.5 **MPHD**, in a timely manner, shall provide **SCHOOL** with an evaluation on each student on forms provided by **SCHOOL**.
- 3.6 **MPHD** will provide **SCHOOL** with a copy of its orientation materials and its written regulations which will govern the student's activities while at **MPHD**.
- 3.7 Upon reasonable request, **MPHD** will permit **SCHOOL**, and/or agencies charged with the responsibility for accreditation of the **SCHOOL**'s curriculum, to inspect its clinical facilities, the services available for the clinical experiences and any other items pertaining to the Program(s).
- 3.8 **MPHD**, by written request, may require **SCHOOL** to withdraw from the Program any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within **MPHD**, whose conduct may have a detrimental effect on patients, who fails to adhere to **MPHD**'s existing policies, rules and regulations, or whose health status is a detriment to the student's successful completion of the Program.

#### IV. TERMINATION

- 4.1 Term of Agreement. This Agreement shall commence the 1st day of July, 2018, and shall continue in full force and effect for a period of five (5) years unless terminated sooner as set forth in Section 4.2, below.
- 4.2 Termination. Either party hereto may terminate this Agreement, without cause, upon giving the other party ninety (90) days written notice of such intention to terminate. However, any such termination shall not be effective as to a student who at the date of notice is actively participating in a Program until such student has completed the program.

#### V. MISCELLANEOUS

- 5.1 Background Checks. **SCHOOL** shall notify students that criminal background checks are required by **MPHD**. It shall be the student's responsibility to make timely arrangements for the background check, to pay all costs associated with such checks, and to provide the results to **MPHD**.

- 5.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 5.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. If an assignment does occur in accordance with this Agreement, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 5.4 Authority. SCHOOL warrants and represents to MPHD that SCHOOL's execution of this Agreement has been duly authorized by SCHOOL's governing body.
- 5.5 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.
- 5.6 Confidentiality. All patient records and all MPHD statistical, financial, confidential, and/or personnel data received, stored or viewed by SCHOOL shall be kept in the strictest confidence by SCHOOL and its students.
- 5.7 Controlling Agreement. This document, as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Accepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- 5.8 Fiscal Fund Out Clause. This Agreement shall terminate and MPHD's obligations under it shall be extinguished at the end of any of MPHD's fiscal years in which MPHD's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement.
- 5.9 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.
- 5.10 Indemnification and Hold Harmless. Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence

partner or joint venture of the other, nor shall either party represent to any other person or entity that the relationship created by this Agreement is anything other than as described in this paragraph.

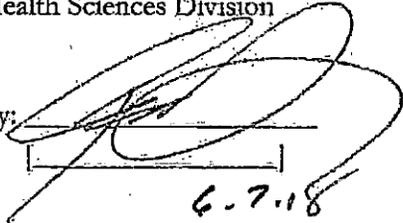
- 5.16 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- 5.17 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. **MPHD** and/or **SCHOOL**, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.
- 5.18 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.
- 5.19 HIPAA Requirements: To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individuality Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of the Agreement.
- 5.20 The Family Educational Rights and Privacy Act (FERPA). The affiliate shall protect the confidentiality of the student's records and shall not release any information without written consent from the student unless required to do so by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

**SCHOOL:**

Columbia State Community College  
Health Sciences Division

By:



6.7.18

Sworn to and subscribed to before me, a Notary

Public, this 7<sup>th</sup> day of

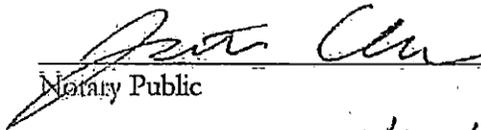
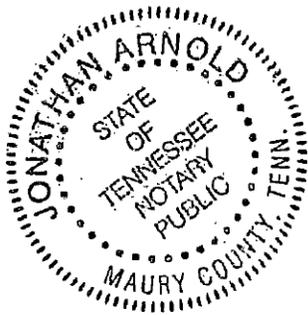
June, [Year], 2018

by Jonathan Arnold, the

Purchasing Coordinator of School and

duly authorized to execute this instrument on

School's behalf.



Notary Public

My Commission Expires 8/23/21

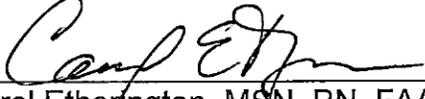
SIGNATURE PAGE  
FOR  
COLUMBIA STATE COMMUNITY COLLEGE  
VETERINARIAN TECH AFFILIATE AGREEMENT

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

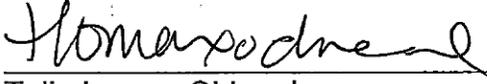
  
\_\_\_\_\_  
William S. Paul, M.D.  
Director, Metro Public Health Department

6-22-18  
Date

  
\_\_\_\_\_  
Carol Etherington, MSN, RN, FAAN  
Chair, Board of Health

6-13-18  
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

  
\_\_\_\_\_  
Talia Lomax-O'dneal  
Director, Department of Finance *(LA)*

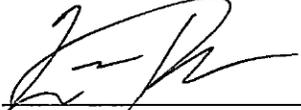
7-2-18  
Date

APPROVED AS TO RISK AND INSURANCE:

  
\_\_\_\_\_  
Director of Risk Management Services

7/10/18  
Date

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Metropolitan Attorney

7/11/18  
Date

FILED:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP



Certificate of Insurance OCCURRENCE POLICY FORM

nurses service organization Print Date: 6/12/2017

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0619612637 from 08/01/17 to 08/01/18 at 12:01 AM Standard Time

Named Insured and Address: Columbia State Community College 1665 Hampshire Pike Columbia, TN 38401-5653

Program Administered by: Nurses Service Organization 159 E. County Line Road Hatboro, PA 19040-1218 1-800-986-4627 www.nso.com

Medical Specialty: School Blanket - Healthcare Provider-Students Code: 80998

Insurance is provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604

Professional Liability \$2,000,000 each claim \$5,000,000 aggregate

Your professional liability limits shown above include the following: \* Personal Injury Liability

Coverage Extensions

Table with 4 columns: Coverage Extension, Amount, Unit, and Aggregate Limit. Includes rows for Grievance Proceedings, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, and Damage to Property of Others.

Total: \$ 6,963.00

Base Premium \$6,963.00

Policy Forms & Endorsements (Please see attached list for a general description of many common policy forms and endorsements.)

G-144918-A CNA79561 G-144931-A41 G-144932-A41

Signature of Chairman of the Board

Signature of Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

**POLICY FORMS & ENDORSEMENTS**

The following are the policy forms and endorsements that apply to your current professional liability insurance policy:

**COMMON POLICY FORMS & ENDORSEMENTS**

<b>FORM #</b>	<b>DESCRIPTION</b>
G-144918-A	School Blanket Occurrence Form
CNA79561	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-144931-A41	Cancellation & Non-Renewal Endorsement
G-144932-A41	State Provisions - Other Insurance and Risk Transfer Arrangements

**PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.**

- For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.
- For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.
- For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.
- For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form#: G-141241-B (03/2010)  
Master Policy#: 188711433

Named Insured: Columbia State Comm  
Policy#: 0619612637