

MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY  
AND THROUGH THE METOPOLITAN BOARD OF HEALTH  
AND  
VANDERBILT UNIVERSITY MEDICAL CENTER

THIS AGREEMENT ("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 "AGENCY") and Vanderbilt University Medical Center, Nashville, Tennessee, a Tennessee not-for-profit corporation, by and through its Department of Allied Health (hereinafter referred to as "VUMC"). AGENCY and VUMC are each referred to as a "Party" and are collectively referred to as the "Parties."

**WITNESSETH**

WHEREAS, VUMC desires to provide students enrolled in VUMC's Dietetic Externship program (hereinafter referred to individually as "STUDENT" and collectively as "STUDENTS") with the opportunity to experience clinical training at AGENCY ("PROGRAM"); and

WHEREAS, AGENCY has the expertise to provide such clinical training to STUDENTS;

NOW THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

**I. RESPONSIBILITIES OF THE PARTIES**

**A. SCOPE OF ASSIGNMENT**

1. AGENCY agrees to accept STUDENTS from VUMC for clinical training under the terms and conditions outlined in this Agreement. VUMC shall recommend STUDENTS for the PROGRAM who have fulfilled the prerequisites and meet the requirements as outlined in this Agreement.
2. VUMC shall designate a staff member who is acceptable to AGENCY, to serve as liaison between AGENCY and VUMC. AGENCY shall designate a staff member who is acceptable to VUMC, to serve as a liaison between AGENCY and VUMC.
3. AGENCY and VUMC shall inform one another of any changes in academic curriculum, and any changes in availability of learning opportunities.
4. AGENCY or VUMC may request withdrawal of a STUDENT from an assignment at any time. The Party requesting such withdrawal shall notify the other Party, and the withdrawal shall be upon the terms and conditions agreed to by AGENCY and VUMC.

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B. RESPONSIBILITIES OF AGENCY

1. AGENCY shall be responsible for: coordinating and directing STUDENTS' clinical training experience; coordinating and directing STUDENTS' clinical training schedules; evaluating STUDENTS' performance while STUDENTS are at AGENCY; and providing a planned and supervised program for STUDENTS while they are at AGENCY.
2. AGENCY shall have sole responsibility for patient care services at AGENCY and shall be responsible for the supervision of all STUDENTS participating in the PROGRAM.
3. AGENCY shall provide supervision of STUDENTS and maintain a sufficient level of staff support to carry out normal service functions so that STUDENTS will not be performing services in lieu of staff at AGENCY.
4. AGENCY shall provide STUDENTS immediate first aid for work-related injuries or illnesses, including needlesticks, as may be necessary, in accordance with applicable recommendations from the Centers for Disease Control and Prevention ("CDC").
5. AGENCY shall notify VUMC of any event requiring immediate first aid as well as any blood or body fluid exposures. AGENCY shall direct STUDENT to closest appropriate facility for any additional testing and/or treatment that is required, if such testing and/or treatment is not available at AGENCY. The cost of any immediate first aid provided hereunder shall be the responsibility of the STUDENT. Additionally, the cost of follow-up, referrals, x-rays, or laboratory tests that may be necessary shall not be borne by AGENCY, but shall be the responsibility of the individual STUDENT, regardless of whether or not these services are covered by the STUDENT's health insurance.

C. RESPONSIBILITIES OF VUMC

1. VUMC is solely responsible for academic matters pertaining to STUDENTS under this Agreement.
2. VUMC shall determine eligibility for and, if appropriate, grant appropriate course credit to STUDENTS upon successful completion of the PROGRAM at VUMC.
3. Subject to any restrictions set forth under applicable law regarding the confidentiality of a student's educational records, VUMC shall provide AGENCY any information as AGENCY may reasonably request regarding STUDENTS' qualifications for those students recommended by VUMC for assignment to AGENCY. Such information shall be provided to AGENCY prior to the assignment of a STUDENT to AGENCY or otherwise upon AGENCY's request. Any transfer of information between the Parties from a STUDENT's educational records shall only be made with the STUDENT's written consent and in accordance with all applicable law regarding the confidentiality of a student's educational records, including the Family Educational Rights and Privacy Act ("FERPA").

4. STUDENTS admitted to AGENCY for clinical training as part of PROGRAM shall be subject to all applicable policies and regulations of VUMC and AGENCY.
5. While at AGENCY participating in the PROGRAM hereunder, STUDENTS are considered to be, and shall be treated as, students and trainees who have no expectation of receiving compensation, future employment, or employee benefits (including workers' compensation benefits) from AGENCY.
6. VUMC shall require STUDENTS and faculty, if appropriate, to have the following immunizations:
  - a. PPD tuberculin skin test or chest x-ray within one year of clinical experience.
  - b. Positive serology of immunity to Rubella and Rubeolla or MMR vaccination.
  - c. Hepatitis B vaccinations or waiver indicating refusal.
  - d. Positive serology of immunity to varicella or immunization.
7. VUMC shall prohibit STUDENTS from submitting for publication any material relating to the clinical education experience at AGENCY as part of the PROGRAM without prior written approval of both AGENCY and VUMC.

## II. TERM AND TERMINATION

- A. This Agreement shall become effective upon execution by VUMC and AGENCY, and continue until **February 28, 2023**. The Parties agree that they shall periodically evaluate the PROGRAM and policies, discuss any related problems, and make appropriate revisions in this Agreement in accordance with Section XIII below.
- B. This Agreement may be terminated by either Party at any time upon not less than thirty (30) days prior written notice to the other Party; except that any STUDENT from VUMC who is currently participating in the PROGRAM at AGENCY when notice of termination is given will be permitted to complete his or her training period as previously scheduled. This Agreement shall be terminated immediately, and STUDENTS withdrawn from AGENCY, if either party's certification of license to operate is repealed or suspended by any governmental licensing or certifying agency.

## III. INDEMNIFICATION

- A. VUMC will indemnify, defend, and hold harmless METRO, its trustees, officers, employees, faculty, and physicians from and against any and all liabilities and claims of liability arising out of or in any way connected with the negligent acts and omissions of STUDENTS from VUMC assigned to METRO under this Agreement, unless such negligent acts or omissions are the result of negligent supervision or instruction by METRO, its employees, faculty, or physician acting in the scope of their responsibilities, and the STUDENTS having complied with said instructions.

## IV. INSURANCE

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- A. VUMC shall provide, or cause STUDENTS assigned to AGENCY to obtain, professional liability coverage in a minimum amount of \$1,000,000/\$3,000,000 covering STUDENTS while they are on assignment at AGENCY. Upon request, VUMC shall provide AGENCY with a Certificate of Insurance evidencing the above coverage. VUMC may utilize a program of self-insurance.
  - B. VUMC shall provide, or cause STUDENTS to obtain, health insurance covering STUDENTS during the term of their assignment at AGENCY, and provide AGENCY with evidence of such coverage upon request.
  - C. VUMC will provide AGENCY with notice of any cancellation or significant change of either professional liability insurance or health insurance coverages thirty (30) days prior to such cancellation or change.
  - D. AGENCY maintains a self-insured fund, and will provide, upon request, certification of its self-insured status.

#### **V. CONFIDENTIALITY**

- A. The Parties agree to keep confidential all information which relates to or identifies a particular patient, including but not limited to the name, address, medical treatment or condition, financial status, or any other personal information which is deemed to be confidential in accordance with applicable state and federal law and standards of professional ethics and will so notify its employees, contractors, subcontractors, agents, and representatives of such agreement.
- B. The Parties agree that only for purposes of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d et seq., and the privacy and security provisions of the Health Information Technology for Economic and Clinical Health Act, as each may be amended from time to time, and any current and future regulations promulgated thereunder (collectively, "HIPAA"), STUDENTS shall be considered members of AGENCY's workforce, as that term is defined at 45 C.F.R. § 160.103, when participating in the PROGRAM under this Agreement at AGENCY. Notwithstanding the preceding, STUDENTS are not and shall not be considered to be employees of AGENCY.
- C. Except as otherwise stated in this Agreement, VUMC shall not have access to any of AGENCY'S patients' protected health information as defined at 45 C.F.R. § 160.103, unless such access is otherwise permitted by HIPAA and other applicable laws.

#### **VI. NOTIFICATION OF CLAIMS**

Each Party agrees to notify the other Party as soon as possible in writing of any incident, occurrence, or claim arising out of or in connection with this Agreement, which could result in a liability or claim of liability to the other Party. Further, the notified Party shall have the right to investigate said incident or occurrence and the notifying Party will cooperate fully in this investigation.

## **VII. NOTICES**

All notices or other communication provided for in this Agreement shall be given to the Parties addressed as follows:

AGENCY: Director of Health  
2500 Charlotte Avenue  
Nashville, TN 37209

VUMC: Elizabeth W. Robinson  
Director, Dietetic Externship Program  
Vanderbilt University Medical Center  
1301 Medical Center Drive, B-802 TVC  
Nashville, TN 37232-5510

with a copy to: Office of Contracts Management  
Vanderbilt University Medical Center  
3319 West End Avenue, Suite 100  
Nashville, TN 37203

## **VIII. MEDIA**

Each Party agrees it will not use the other Party's name or programs in any advertising, promotional material, press release, publication, public announcement, or through other media, written or oral, without the prior written consent of the other Party.

## **IX. DISCRIMINATION**

In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and 1975 and the Americans with Disabilities Act of 1990, and Title VI of the Civil Rights Act of 1964 each Party hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, including admissions policies, employment, programs or activities.

## **X. ASSIGNMENT AND BINDING EFFECT**

Neither Party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other Party. If an assignment, subcontract, or transfer of rights does occur in accordance with this Agreement, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assigns.

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**XI. INDEPENDENT CONTRACTOR**

Each Party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other Party, and therefore, has no liability for the acts or omissions of the other Party. In addition, neither Party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other Party. Therefore, neither Party nor any of its employees, agents or subcontractors, shall be entitled to compensation, workers compensation, or employee benefits of the other Party by virtue of this Agreement.

**XII. COUNTERPART SIGNATURE**

This Agreement may be executed in one or more counterparts (by facsimile transmission, portable document format, or otherwise), each of which counterpart shall be deemed an original Agreement and all of which shall constitute but one Agreement.

**XIII. WRITTEN AMENDMENT/WAIVERS**

This Agreement cannot be amended, modified, supplemented or rescinded except in writing signed by the Parties hereto.

**XIV. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee. Each Party hereby consents to the jurisdiction of all state and federal courts sitting in Davidson County, Tennessee, agrees that venue for any such action shall lie exclusively in such courts, and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement or the relationships among the parties hereto.

**XV. CONSTRUCTION OF THE AGREEMENT**

The headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provisions of this Agreement. This Agreement has been prepared on the basis of mutual understanding of the Parties and shall not be construed against either Party by reason of such Party's being the drafter hereof.

**XVI. NON-EXCLUSIVITY**

This Agreement is non-exclusive, and each Party shall have the right to enter into similar Agreements with other parties.

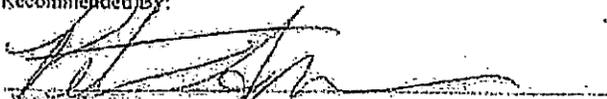
**XVII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter herein and supersedes any other agreements, restrictions, representations, or warranties, if any, between the Parties hereto with regard to the subject matter herein.

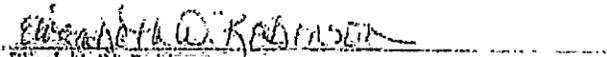
IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the last signature date specified below.

**FOR VANDERBILT UNIVERSITY MEDICAL CENTER**

Recommended By:

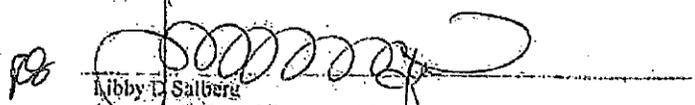
  
Petrice Sprouse  
Director, Programs in Allied Health

04/19/18  
Date

  
Elizabeth W. Robinson  
Director, Dietetic Externship Program

04/13/2018  
Date

Approved By:

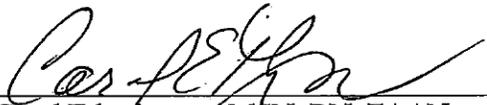
  
Abby D. Salberg  
Director, Office of Contract Management

4/25/18  
Date

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

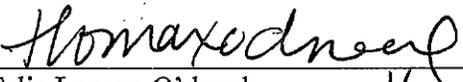
  
\_\_\_\_\_  
William S. Paul, M.D.  
Director, Metro Public Health Department

4.12.2018  
Date

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

4.12.18  
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

  
\_\_\_\_\_  
Talia Lomax-O'dneal  
Director, Department of Finance

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 IN THE OFFICE OF THE METROPOLITAN CLERK:

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

\_\_\_\_\_  
Date

Certificate of Insurance				Issue Date: 9/8/17		
<b>Producer</b> Self Insurance Trust Vanderbilt University Medical Center c/o Risk and Insurance Management 2525 West End Avenue, Suite 700 Nashville, TN 37203		This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.				
<b>Insured</b> Vanderbilt University Medical Center 2525 West End Avenue, Suite 700 Nashville, TN 37203		<b>COMPANIES AFFORDING COVERAGE</b>				
		Company Letter A Vanderbilt Self Insured Trust				
		Company Letter B				
		Company Letter C				
		Company Letter D				
<b>Coverages</b>						
This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any 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 are subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.						
Co Ltr.	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
	<input type="checkbox"/> General Liability <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owner's & Contractor's Prot.				General Aggregate	
					Products-Comp/Op Aggr	
					Personal & Adv. Injury	
					Each Occurrence	
					Fire Damage (Any one fire)	
					Med. Exp. (Any one person)	
	<input type="checkbox"/> Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability				Combined Single Limit	
					Bodily Injury (Per person)	
					Bodily Injury (Per accident)	
					Property Damage	
	<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form				Each Occurrence	
					Aggregate	
	<input type="checkbox"/> Workers' Compensation and Employers' Liability				Statutory Limits	
					Each Accident	
					Disease-Policy Limit	
					Disease Each Employee	
A	<input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/> Professional Liability	Self-Insured Trust #35	07/01/17	07/01/18	\$1,000,000 per Occurrence \$3,000,000 Aggregate	
<b>Description of Operations/Locations/Vehicles/Special Items</b> <b>Evidence of coverage</b>						
<b>Certificate Holder</b>				<b>Cancellation</b>		
Evidence of coverage				Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.		
				Authorized Representative 