C18-1361

CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH AND MIDDLE TENNESSEE STATE UNIVERSITY

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 **MIDDLE TENNESSEE STATE UNIVERSITY** (hereinafter referred to as "**SCHOOL**").

WHEREAS, **SCHOOL** is engaged in the higher education and training of students in various health professions through its nursing 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 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 patient age-specific needs and (ii) knowledge of infection control, safety, and emergency procedures. **SCHOOL** shall also ensure that students are properly trained on all applicable patient privacy laws and regulations, including, but not limited to, HIPAA, as defined below.

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 require each student and faculty member maintains professional liability (malpractice) insurance 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) completed a pre-placement drug screen and two-step TB testing; (iii) obtained proof of exposure to or vaccination against Rubella, Rubeola and Varicella; and (iv) 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.

2.16 **SCHOOL** shall provide supervision by **SCHOOL** instructor of any pre-specialty year students performing any procedures. Students completing their specialty year or post graduate (including post masters and DNP) clinical rotations will work under the direct supervision of a designated **MPHD** employee and are not required to have a University instructor present.

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 August, 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 Liability for Governmental Entity. Any liability of the **SCHOOL** to **MPHD** and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the university under this agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq.

5.11 Interpretation. Each party hereto acknowledges that it has had ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party.

5.12 Non-Discrimination. **SCHOOL** shall not discriminate against any person on the basis of age, color, disability, gender, handicapping condition (including AIDS or AIDS related conditions), national origin, race, religion, sexual orientation or any other class protected by law or regulation.

5.13 Notices. All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other address as either party may specify in writing to the other party:

To MPHD: William S. Paul, M.D., Director
Metropolitan Public Health Department
2500 Charlotte Avenue
Nashville, TN 37209

To SCHOOL: Middle Tennessee State University
Murfreesboro, TN 37132

5.14 Publicity. Neither **MPHD** nor **SCHOOL** shall cause to be published or disseminated any advertising materials', either printed or electronically transmitted which identify another party or its facilities with respect to this Agreement without the prior written consent of the other party.

5.15 Relationship of Parties. None of the provisions in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent contractors contracting on an equal basis with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, franchisee, employer, representative, 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.

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

SCHOOL:
Middle Tennessee State University

By: _____
Name: ALAN R THOMAS

Sworn to and subscribed to before me, a Notary Public, this 19th day of June, [Year], 2018 by Alan Thomas, the Vice President of School and duly authorized to execute this instrument on School's behalf.

Sherry Preston
Notary Public

My Commission Expires 3-23-21

SHERRY PRESTON
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY
MY COMMISSION EXPIRES 3-23-2021

MIDDLE TENNESSEE STATE UNIVERSITY
SCHOOL OF NURSING 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

7.12.2018
Date

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

7.12.2018
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax-O'dneal
Director, Department of Finance

7-20-18
Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

7/25/2018
Date

FILED:

Metropolitan Clerk

Date