

**Clinical Affiliation Agreement
Between
Vanderbilt University
And
The Metropolitan Government of Nashville and Davidson County acting by
and through the Davidson County Drug Court**

This Clinical Affiliation Agreement ("Agreement") is entered into by and between Vanderbilt University, a Tennessee not-for-profit corporation (hereinafter referred to as "Vanderbilt") and The Metropolitan Government of Nashville And Davidson County, acting by and through the Davidson County Drug Court located in Nashville, Tennessee (hereinafter referred to as "Drug Court").

Pursuant to this Agreement, the Drug Court and Vanderbilt agree to cooperate in the implementation of a program of clinical instruction and training at the Drug Court for nursing students of Vanderbilt University School of Nursing (hereinafter referred to as "School of Nursing").

I. Term and Termination

- A. This Agreement shall become effective upon approval of the Metropolitan Council and filing with the Metropolitan Clerk and shall continue for a period of five (5) years unless terminated earlier as provided in this Agreement.
- B. This Agreement may be terminated by either party at any time upon not less than thirty (30) days prior written notice by certified mail, return receipt requested to the other party, (the address of each party is provided in Section VI, Notices), provided that any student from the School of Nursing who is currently participating in a clinical training program at Drug Court when notice of termination is given will be permitted to complete his or her program at Drug Court as previously scheduled. This Agreement shall be terminated immediately if either party's certification or license to operate is repealed or suspended.
- C. This Agreement cannot be amended, modified, supplemented, or rescinded except in writing signed by the parties hereto.

II. Responsibilities of Vanderbilt School of Nursing

- A. Assume responsibility, in coordination with Drug Court, for the assignment of students and the planning of the Program. No student shall be assigned to Drug Court without the prior consent of the School of Nursing.
- B. Inform students to maintain the confidentiality of 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.

- C. Provide assurance that health insurance and professional liability insurance is in effect for students during the term of their assignment at Drug Court.
- D. Ensure that students are certified in Basic Life Support Health Care Provider CPR.
- E. Ensure that students have received the following immunizations:
 - 1. PPD tuberculin skin test or chest x-ray within one year of clinical experience.
 - 2. Positive serology of immunity to Rubella and Rubeola or MMR vaccination.
 - 3. Hepatitis B vaccinations or waiver indicating refusal.
 - 4. Positive serology of immunity to varicella or immunization.
 - 5. Annual flu vaccine to cover designated flu season.
- F. Provide training and education programs to all students on the OSHA/Blood Borne Pathogens and HIPAA regulations prior to their clinical rotation.

III. Responsibilities of Drug Court

- A. To accept students for clinical experiences in the areas for which placement has been mutually reviewed, planned, and arranged. These clinical experiences are to be negotiated between the parties on a semester-to-semester basis.
- B. Retain full responsibility for patient care services provided by Drug Court, and for maintaining a sufficient level of staff support to carry out all service functions and patient care services. In no event shall students be used by Drug Court to perform services in lieu of staff.
- C. Provide orientation to students assigned to Drug Court for educational experiences.
- D. Provide immediate first aid for injuries or illnesses, such as needle sticks, that occur at Drug Court. The cost of such immediate first aid will be the responsibility of the student.
- E. Designate a staff member to serve as the liaison between Drug Court and the Vanderbilt School of Nursing.

- F. Supervision of student(s) will be provided by a designated preceptor to be agreed upon by the School of Nursing and the Drug Court. The preceptor may be an employee of Drug Court or a contracted provider for services at Drug Court.
- G. Provide a reasonable amount of storage space for apparel and personal effects of participating students and reasonable conference room space at Drug Court for use in clinical conference.

IV. Mutual Responsibilities

- A. Confer on problems related to the educational experiences to be provided under this Agreement if any problems arise.
- B. Students are not considered employees of the School of Nursing or of Drug Court; and therefore, students shall not be entitled to monetary compensation or to employee benefits, including workers' compensation benefits, of the Metropolitan Government or Vanderbilt.
- C. Either party may request withdrawal of a student from an assignment. Such withdrawal shall be upon the terms and conditions agreed to by both parties after consultation between the parties. Drug Court may immediately remove any student who poses a threat, disruption, or danger to the Drug Court program.
- D. The faculty of the School of Nursing and Drug Court will evaluate the student's performance of the clinical experience in mutual consultation.
- E. The School of Nursing shall procure or cause the student to procure professional liability insurance in a minimum amount of \$1,000,000/\$3,000,000 in coverage for the student. Proof of this insurance coverage is to be provided upon request.
- F. 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 will have the right to investigate said incident or occurrence and the notifying party will cooperate fully in this investigation.
- G. Each party agrees not to use the other'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.

- H. 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.
- I. 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.
- J. The parties shall perform under this Agreement in compliance with all applicable federal and state laws, including without limitation, 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, and in compliance with applicable standards of the Joint Commission.

V. HIPAA Requirements

The parties acknowledge that performance under this Agreement by each party must comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA"), the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 ("HITECH Act"), and any current and future regulations promulgated under HIPAA or the HITECH Act (HIPAA, HITECH Act and any current and future regulations promulgated under either are referred to as the "Regulations"). Each party warrants that it is familiar with the requirements of the Regulations, and will comply with all the Regulations in connection with their respective performance under this Agreement. The parties will each cooperate with the respective privacy officials and other compliance officers of the other party as necessary for both parties to comply with the Regulations and will sign any documents that are reasonably necessary to maintain compliance with the Regulations. The parties agree that the student shall be considered a member of the Drug Court's workforce, as that term is defined at 45 C.F.R. § 160.103, when participating in a clinical experience under this Agreement at the Drug Court.

VI. Notices

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

Drug Court: Janet Hobson- Program Director
Davidson County Drug Court
Nashville, TN 37218
Email: janet.hobson@jjs.nashville.org
Phone: 615.862.4230

School of Nursing: Jacqué Holling- Senior Contract Specialist/Clinical Placement
Vanderbilt University School of Nursing
461 21st Avenue South
Nashville, TN 37240-1119
Email: Jacque.holling@vanderbilt.edu
Phone: 615.322.3209

With copy to: Office of General Counsel
Attn: General Counsel
2100 West End Avenue, Suite 750
Nashville, TN 37203

Either party may change its address or contact person for purposes of this section by written notification to the other party, which change shall be effective upon receipt by such other party.

VII. 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. Jurisdiction and venue shall be Davidson County, Tennessee.

VIII. Liability

A. Metro will not indemnify, defend, or hold harmless, in any fashion, Vanderbilt from any claims, and in no event shall Metro bear any liability for any loss, expense, attorney's fees, or claims for injury or damages arising out of an act or omission in the performance of this Agreement on the part of Vanderbilt.

B. Vanderbilt shall indemnify and hold Metro, its, officers, agents, and employees from:

Any claims, damages, costs, and attorneys' fees for injuries or damages arising, or alleged to arise, in part or in whole, from the acts or omissions of Vanderbilt, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract:

- i. Which are negligent; or
- ii. Which result in violation of the federal or state civil rights statutes (such as 42 U.S.C. § 1983); or
- iii. Which arise directly from or out of the negligent selection, supervision, or retention of Vanderbilt employees or subcontractors even if the resulting harm arises from intentional acts of Vanderbilt employees or subcontractors so long as the indemnification is consistent with Tennessee law.

IX. Counterpart Signature

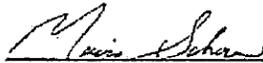
This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.

X. Entire Agreement

This Agreement supersedes all previous contracts or agreements between the parties and constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing and signed by the parties hereto.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Vanderbilt University



Mavis N. Schorn, PhD, CNM, FACNM, FAAN
Senior Associate Dean for Academics
School of Nursing

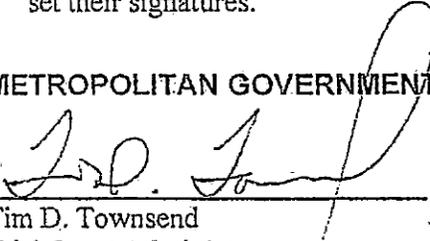
2/15/2019
Date

(Balance of signatures on next page)

**SIGNATURE PAGE
FOR
Vanderbilt University Clinical Affiliation Agreement**

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

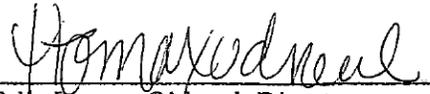
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



Tim D. Townsend
Trial Court Administrator

1/24/19
Date

APPROVED AS TO AVAILABILITY OF FUNDS:



Talia Lomax-O'dneal, Director
Department of Finance

2/28/19
Date

APPROVED AS TO RISK AND INSURANCE:



Director of Risk Management Services

2/20/19
Date

APPROVED AS TO FORM AND LEGALITY:



Metropolitan Attorney

2/20/19
Date

FILED:

Metropolitan Clerk

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Tennessee, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com	
INSURED Vanderbilt University 110 21st Ave. S., Suite 900 Nashville, TN 37203	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A: Columbia Casualty Company 31127	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** W6762389 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE 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 IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Medical Professional Liability		HMH 4032299614	07/01/2018	07/01/2019	Each Claim \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Voids and Replaces Previously Issued Certificate Dated 06/29/2018 WITH ID: W6735321.

Evidence of Coverage for students participating in a clinical learning experience.

CERTIFICATE HOLDER Vanderbilt University 110 21st Avenue S Suite 900 Nashville, TN 37203	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 