

Resolution No. RS2019-13

A resolution approving a Resident Clinical Education agreement between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, and Vanderbilt University Medical Center (VUMC) to provide clinical teaching experiences to VUMC resident physicians.

WHEREAS, it is to the mutual benefit of Vanderbilt University Medical Center and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to provide clinical teaching experiences to VUMC resident physicians; and,

WHEREAS, Vanderbilt University Medical Center and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, have entered into a Resident Clinical Education agreement, attached hereto and incorporated herein, to provide clinical teaching experiences to VUMC resident physicians; and,

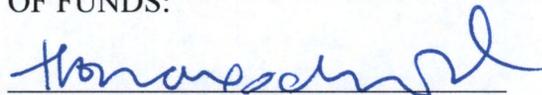
WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Resident Clinical Education agreement between Vanderbilt University Medical Center and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to provide clinical teaching experiences to VUMC resident physicians, attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

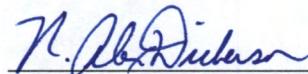
APPROVED AS TO AVAILABILITY
OF FUNDS:



Talia Lomax-O'dneal, Director
Department of Finance

INTRODUCED BY:

APPROVED AS TO FORM
AND LEGALITY:



Assistant Metropolitan Attorney

Member(s) of Council

**AGREEMENT
 FOR RESIDENT CLINICAL EDUCATION
 BY AND BETWEEN
 THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY,
 ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH
 AND
 VANDERBILT UNIVERSITY MEDICAL CENTER**

THIS AGREEMENT is entered by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, ("FACILITY") and Vanderbilt University Medical Center ("VUMC") to provide clinical teaching experiences to VUMC resident physicians ("RESIDENTS").

WHEREAS, the purpose of this Agreement is to enhance the clinical educational experiences of RESIDENTS by providing the RESIDENTS with learning opportunities at healthcare facilities; and

WHEREAS, this Agreement will provide RESIDENTS with opportunity to learn the application of patient care principles by observing physicians, nurses and other health care providers in the care and treatment of patients at FACILITY; and

WHEREAS, this Agreement represents a commitment by FACILITY to provide learning opportunities to RESIDENTS; and

WHEREAS, this Agreement will describe the relationship between FACILITY and VUMC.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

I. RESIDENCY PROGRAM

- A. The Residency Program sponsored by VUMC provides a rotation for RESIDENTS at affiliated institutions, and FACILITY desires to be one such affiliated institution committed to the Residency Program through this Agreement. The objectives of the Residency Program at FACILITY are outlined in the Program Letter of Agreement (PLA), signed by FACILITY and VUMC, and incorporated into this Agreement for Resident Clinical Education as Attachment I. Attachment I outlines the educational goals and objectives of the rotation and the policies and procedures that govern the Residency Program for each clinical service at FACILITY, and further identifies those individuals responsible for administrative education, supervision, teaching, and formal evaluation of RESIDENTS. The assignment of RESIDENTS shall be coordinated through the Office of Graduate Medical Education at VUMC.
- B. In the care and treatment of patients at FACILITY, RESIDENTS are expected to act under the direction of FACILITY and its agents and representatives, and to comply with the recognized standard of acceptable medical care for reasonable resident physicians at the same level of training and experience acting under the same or similar circumstances in Nashville, Tennessee or similar communities.
- C. FACILITY and its agents and representatives using the services of the RESIDENTS in patient care activities are primarily and directly responsible to the patients for supervising the care and treatment of acceptable medical practice in supervising the RESIDENTS. Patient

care and the quality of such care is ultimately the responsibility of the FACILITY, as provided in Section II.A below.

- D. FACILITY shall perform its responsibilities hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable GME rules and regulations, as may be in effect from time to time.

II. FACILITY'S RESPONSIBILITIES

- A. The operation of FACILITY and its medical programs shall be the responsibility of FACILITY. FACILITY shall be responsible for the quality of patient care, and this responsibility is to be in no way compromised by this Agreement. Therefore, FACILITY retains the ultimate responsibility for the quality of patient care at FACILITY.
- B. RESIDENTS assigned to FACILITY under this Agreement will be acting under the supervision of FACILITY's employees, agents, and/or representatives, which shall include but is not limited to attending physician of patients at FACILITY, in caring for patients at FACILITY.
- C. The determination of the number of RESIDENTS, dates of assignments, and availability of facilities and resources of FACILITY for the rotation shall be determined by FACILITY and agreed upon in writing by VUMC and FACILITY prior to assignment of any RESIDENT. VUMC cannot guarantee, however, any minimum number of RESIDENTS shall be available for a clinical rotation at FACILITY.
- D. FACILITY shall designate a staff member who is acceptable to VUMC to serve as a liaison between FACILITY and VUMC.

III. VUMC'S RESPONSIBILITIES:

- A. VUMC shall designate a staff member who is acceptable to FACILITY to serve as a liaison between VUMC and FACILITY.
- B. VUMC is solely responsible for academic matters under this Agreement and hereby agrees to provide and maintain the personnel records and reports necessary to document the RESIDENT'S clinical learning experience for the purpose of academic credit.
- C. VUMC shall advise the RESIDENTS that they are not permitted to publish any material related to the clinical learning experience unless it has been reviewed and cleared by VUMC and FACILITY to assure that:
1. No proprietary information is published.
 2. Infringement of patient's rights to privacy is avoided.
- FACILITY at its sole discretion has the right to refuse publication of any materials related to the clinical learning experience.
- D. To the extent permitted under law, for each RESIDENT who rotates at FACILITY, VUMC will provide the RESIDENT 's date and place of birth, medical school, if foreign medical graduate, his/her ECFMG number and any other information deemed necessary by FACILITY.

- E. To the extent permitted under law, VUMC shall submit to FACILITY a detailed resident rotation schedule, which shall consist of, but not limited to, each RESIDENT's name, social security number, days of rotation and specialty. VANDERBILT agrees to provide any other information that is required by the Centers for Medicare and Medicaid Services ("CMS").
- F. RESIDENTS shall not be considered employees of FACILITY and, as such, VUMC shall bear the responsibility for paying and providing salary, fringe benefits, malpractice and all other compensation to RESIDENTS participating under the terms of this Agreement.
- G. VUMC shall ensure that, prior to coming to FACILITY, RESIDENTS meet all FACILITY's stated health screenings and immunization requirements in order to ensure that RESIDENTS will not be a health hazard to patients and to protect the personal health of the RESIDENTS. FACILITY shall provide VUMC a copy of such health screenings and immunization requirements prior to or upon execution of this Agreement.

IV. TERMS AND CONDITIONS

- A. VUMC will advise RESIDENTS that a criminal background check will be required, at the RESIDENT's expense, and must be obtained from an agency approved by FACILITY. The result of each background check shall be provided to FACILITY, for review, prior to assignment. The RESIDENT may request a meeting to discuss the background report. It shall be the RESIDENTS responsibility to make timely arrangement for the background check and to pay all costs associated with such checks.
- B. Both parties shall comply with and abide by all applicable federal and state laws and regulations with respect to all services provided under this Agreement.

V. TERM AND TERMINATION

- A. This Agreement shall be effective from July 1, 2019 and continue until June 30, 2024. Neither party shall be bound by this Agreement nor any subsequent renewals until it is signed by the appropriate officials as indicated on the signature page of this Agreement.
- B. Notwithstanding any other terms and conditions hereunder, this Agreement may be terminated without cause by either party by written notification to the other party at least thirty (30) days prior to the desired effective date of termination.
- C. The parties warrant they are duly licensed under the relevant laws of Tennessee and agree to abide by all applicable state and/or federal laws and regulations governing the licensure and operation of its facility and personnel. The parties further agree to give prompt notice in writing to the other party in the event of institution of proceedings for suspension or revocation of its license within twenty-four (24) hours of its occurrence. This Agreement will immediately terminate upon the revocation or suspension of licensure of either party. Further, either party, at its sole discretion, may terminate this Agreement in the event the other party is given official notice of the institution of proceedings to suspend or revoke licensure.
- D. In the event that either party shall become insolvent or make a general assignment for the benefit of creditors, then, at the option of either party, this Agreement may be terminated by written notification to the other party, at least fifteen (15) days prior to the day of termination.

- E. In the event that either party sells all or substantially all of its assets, there is a sale of a majority ownership of either party, or there occurs a material change in the management or ownership of either party, this Agreement may be terminated by written notification to the other party, at least fifteen (15) days prior to the day of termination.

VI. CONFIDENTIALITY

- A. The parties agree to keep confidential from third parties, except as required for accreditation purposes and compliance with the law, 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 including the Health Information 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") and standards of professional ethics and will so notify its employees, contractors, subcontractors, agents, and representatives of such Agreement.
- B. VUMC shall advise RESIDENTS to keep confidential from third parties 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, including HIPAA regulations.

VII. INDEMNIFICATION

- A. VUMC assumes responsibility and agrees to indemnify and hold harmless FACILITY, its trustees, officers, faculty, staff, and agents from any liability or claims of liability, including payment of reasonable attorneys' fees, based on (i) any negligent acts or omissions of RESIDENTS who are assigned to FACILITY and (ii) any negligent acts or omissions of VUMC, its employees, agents, or representatives under this Agreement.

VIII. INSURANCE

- A. VUMC agrees that it shall procure and maintain for the term of this Agreement comprehensive general liability insurance, including broad form contractual in a minimum amount of \$2,000,000/\$4,000,000. The policy of insurance shall act as primary insurance and no coverage of the other party's shall be called upon to contribute to a loss.
- B. VUMC agrees that it shall procure and maintain for the term of this Agreement professional liability insurance, in a minimum amount of \$2,000,000/\$4,000,000 in coverage for all of its personnel who may participate in this Agreement. Such coverage shall be for a minimum of five (5) years following expiration or termination of this Agreement and shall provide for a retroactive date no later than the inception date of this Agreement.

- C. VUMC agrees that it shall procure and maintain during the term of this Agreement, workers' compensation and employer liability insurance covering all of its employees who are engaged in any work under this Agreement. It is agreed that RESIDENTS shall be covered by VUMC'S workers' compensation coverage.
- D. VUMC shall provide Certificates of Insurance evidencing the above coverage. The coverage shall bear an endorsement precluding cancellation or reduction of coverage.
- E. VUMC shall ensure that METRO is provided with notice of any cancellation or significant change of the aforementioned coverage at least thirty (30) days prior to such cancellation or change.
- F. It is agreed that VUMC may choose to provide the coverage stated above through a Program of self-insurance.
- G. METRO is a metropolitan form of government as set out under the Governmental Tort Liability Act in TCA 29-20-101 et seq., and as such has its liability limits defined by law. The Metropolitan Government of Nashville and Davidson County carries no insurance; however, it is self-insured in an adequately funded self-insurance program, up to the limits as set out in the statute. This self-insurance is for the benefit of the Metropolitan Government only and provides no indemnification for any other entity whosoever. METRO as a government entity is not required to provide workers compensation insurance. It does, however, provide a fully funded injured on duty benefit program for its employees.

IX. NOTIFICATION OF INCIDENTS

FACILITY shall provide notification as soon as reasonably possible of all incidents and occurrences involving VUMC personnel to the Executive Director of the Vanderbilt Office of Risk and Insurance Management, 2525 West End Avenue, Suite 700, Nashville, TN 37203. Both parties shall have the right to investigate any such incident, occurrence or claim. Further, METRO will cooperate with VUMC in its investigation, including but is not limited to, providing VUMC with any necessary medical records and information VUMC should request.

X. NOTICES

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

FACILITY:

VUMC: Rebecca Swan, MD
 Vanderbilt Pediatric Residency Program
 Monroe Carell Jr. Children's Hospital at Vanderbilt
 2200 Children's Way

Doctors Office Tower 8160
Nashville, TN 37232

with copies to: Director
Office of Contracts Management
Vanderbilt University Medical Center
3319 West End Avenue
Nashville, TN 37203-6869

and Associate Dean, Graduate Medical Education
Vanderbilt University Medical Center
209 Light Hall
Nashville, TN 37232

XI. MEDIA

Each party agrees it will not use the other party's name, marks, or logos 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.

XII. DISCRIMINATION

In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 54 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.

XIII. 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 not 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.

XIV. INDEPENDENT CONTRACTOR

Each party shall be considered to be an independent party and shall not be constructed to be an agent or representative of the other party, and therefore, shall have 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.

XV. 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.

XVI. WRITTEN AMMENDMENT/WAIVERS

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

XVII. 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 for the relationships among the parties hereto.

XVIII. ACCESS TO BOOKS AND RECORDS

- A. Until the expiration of four years after the furnishing of services pursuant to this Agreement, the parties shall upon written request, make available to the Secretary of Health and Human Services or the Comptroller General or their duly authorized representative the contract, books, documents, and records necessary to verify the nature and extent of the cost of such services. If either party carries out any of its obligations under this Agreement by means of a subcontract with a value of \$10,000 or more, that party agrees to include this requirement in any subcontract.
- B. The parties agree that any attorney/client, accountant/client or other legal privilege shall not be deemed waived by virtue of this Agreement.
- C. These obligations shall survive termination of this agreement.

XIX. CONSTRUCTION OF 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.

XX. HEADINGS NOT BINDING

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.

XXI. 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.

XXII. PATIENT REFERRALS

The parties agree that the benefits to either party hereunder do not require, are not payment for, and are not in any way contingent upon the admission, referral, or other arrangement for the provision of any item or service reimbursed under Medicare or Medicaid/TennCare.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives and thereby become effective on the date specified above.

FOR VANDERBILT UNIVERSITY MEDICAL CENTER

Recommended By:

Rebecca Swan MD

Rebecca Swan, MD
Program Director

8/15/19

Date

Approved By:

Donald W. Brady

Donald W. Brady, M.D.
Senior VP for Educational Affairs
AEGME/NRMP
Designated Institutional Official
Vanderbilt University Medical Center

8/16/19

Date:

Executed

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

Recommended:

Wendy Long MD

Wendy Long, MD, MPH

Director, Metro Public Health Department

Date: 9/12/19

Approved:

Carol Ely

Board of Health

~~Director, Metro Public Health Department~~

Date: 9/12/19

APPROVED AS TO AVAILABILITY
OF FUNDS:

William Larac-O'Neal Jr

Director, Department of Finance

Date: 9/18/19

APPROVED AS TO RISK AND INSURANCE:

B. CW

Director of Insurance

Date: 9/19/19

APPROVED AS TO FORMS AND LEGALITY:

N. A. D. D. D.

Metropolitan Attorney

Date: 9/19/19

FIELD WITH THE METROPOLITAN CLERK:

Metropolitan Clerk

Date:

**Program Letter of Agreement
 FOR RESIDENT/CLINICAL FELLOW EDUCATION AT AFFILIATED INSTITUTION
 IN PEDIATRICS
 BETWEEN
 VANDERBILT UNIVERSITY MEDICAL CENTER
 AND
 METROPOLITAN PUBLIC HEALTH DEPARTMENT
 Nashville, Tennessee**

INTRODUCTION

For the purpose of this document, the term "Resident" will refer to both Resident and Clinical Fellow.

The Pediatric Residency Program ("PROGRAM") sponsored by Vanderbilt University Medical Center ("VUMC") provides a rotation at Metropolitan Public Health Department as an Affiliate Institution ("AFFILIATE INSTITUTION"). The overall objective of this Agreement is to enhance the educational experience of residents and specialty residents (individually "RESIDENT" and collectively "RESIDENTS") accepted into the PROGRAM by providing a rotation for RESIDENTS at AFFILIATE INSTITUTION. Therefore, this Agreement represents AFFILIATE INSTITUTION'S commitment to graduate medical education in the PROGRAM and describes the overall objectives and goals of the PROGRAM at AFFILIATE INSTITUTION.

OBJECTIVE

The objective of this Agreement is to provide RESIDENTS with a sound academic and clinical education. AFFILIATE INSTITUTION and VUMC will work together to ensure that the RESIDENT rotation at AFFILIATE INSTITUTION is carefully planned and balanced with concerns for patient safety and well-being of the RESIDENTS. AFFILIATE INSTITUTION and VUMC commit that there will not be excessive reliance on RESIDENTS to fulfill service obligations at AFFILIATE INSTITUTION. Since didactic and clinical education must have priority in the allotment of RESIDENTS' time and energies, the clinical and educational work hour assignments recognize that physicians and RESIDENTS collectively have the shared responsibility for the safety and welfare of patients.

**SPECIFIC GOALS AND OBJECTIVES TO BE
 ATTAINED BY THE RESIDENTS**

Clinical Care

1. To provide appropriate and excellent patient care in the context of a WIC appointment with the Nutritionist

Knowledge

2. To gain understanding of the nutritional needs of pregnant, post-partum, breastfeeding women, infants and children under 5 years of age

Interpersonal skills and communication

3. To further develop the ability to practice patient-centered care by improving awareness and communication skills with culturally diverse patient populations and staff
4. To demonstrate cultural competency and engage in appropriate discussions about different perspectives and approaches to patient management and medical system design.

Professionalism

5. To understand the role of a visiting health care provider in maintaining a sustainable, ethically-responsible, and mutually beneficial relationship with the host institution.

Systems

6. To learn how political, economic, and social factors impact the delivery of health care to the children in our community. To learn what food and how much is offered to Women and children in the population the WIC program serves. To learn what support is offered to breastfeeding mothers.

Impact

7. To positively impact child health
8. To promote the exchange of knowledge and nutritional advice we offer our patients as Pediatric providers. To share insights and experiences with colleagues.

ASSIGNMENT OF RESIDENTS

RESIDENTS will be assigned to AFFILIATE INSTITUTION by the VUMC Program Director. RESIDENTS will work under the direct supervision of the ATTENDINGs at the AFFILIATE INSTITUTION.

LENGTH OF RESIDENT(S) ASSIGNMENT(S)

July 1, 2019 – June 30, 2024

**OFFICIAL WHO WILL ASSUME ADMINISTRATIVE EDUCATION
AND SUPERVISORY RESPONSIBILITIES**

Responsibility for the direction and coordination of the educational PROGRAM will be assigned to the Director of the PROGRAM at VUMC. However, final responsibility is that of the Chair of the PROGRAM at VUMC.

VUMC and AFFILIATE INSTITUTION agree as follows:

I. SUPERVISION OF RESIDENTS:

Updated 05/10/2019

- A. VUMC AND AFFILIATE INSTITUTION at all times will adhere to the "Guidelines for House Staff Supervision" as contained in VUMC'S House Staff Manual at <https://prd-medweb-cdn.s3.amazonaws.com/documents/gmc/files/HSTManual.pdf>.
- B. All patient care shall be supervised by appropriately-credentialed and privileged ATTENDING physicians in a manner consistent both with ACGME program requirements for the PROGRAM and with the medical Staff By-laws of AFFILIATE INSTITUTION.
- C. RESIDENTS shall be given a clear means of identifying supervising ATTENDING physicians who share responsibility for patient care and will be provided with rapid, reliable systems for communicating with ATTENDING at all times.
- D. The Director of the PROGRAM at VUMC shall provide explicit written descriptions of lines of responsibility for the care of patients, which shall be made clear to all members of the teaching teams. Where applicable, the Director will develop such written descriptions in consultation with the individual responsible for oversight and evaluation of RESIDENTS at AFFILIATE INSTITUTION.
- E. In developing explicit written lines of responsibility for the supervision of RESIDENTS, VUMC and AFFILIATE INSTITUTION will define supervision using the following classification:
- 1 Direct Supervision: the supervising physician is physically present with the resident and patient.
 - 2 Indirect Supervision with Direct Supervision Immediately Available: the supervising physician is physically within the hospital or other site of patient care and is immediately available to provide Direct Supervision;
 - 3 Indirect Supervisor with Direct Supervision Available: the supervising physician is not physically present within the hospital or other site of patient care but is immediately available by means of telephonic and/or electronic modalities, and is available to provide Direct Supervision;
 - 4 Oversight: the supervising physician is available to provide review of procedures/encounters with feedback provided after care is delivered.
- F. Schedules will be structured to provide RESIDENTS with continuous supervision and consultation with the ATTENDING and to provide RESIDENTS with progressively increasing responsibility commensurate with their level of education, ability and experience.
- G. PGY-1 RESIDENTS will be supervised either directly or indirectly with direct supervision immediately available.
- H. The Director of the PROGRAM, in consultation with the individual responsible for oversight and evaluation at AFFILIATE INSTITUTION, will set guidelines for circumstances and events in which residents must communicate with appropriate supervising ATTENDING physicians and the timeliness of that communication. Examples of such circumstances would include, but not be limited to, transfer of a patient to an intensive care unit, taking a patient to surgery, or end-of-life decisions.

- I. ATTENDING supervisory assignments will be structured of sufficient duration to assess the knowledge and skills of each RESIDENT and delegate to the RESIDENT the appropriate level of patient care and authority.
- J. AFFILIATE INSTITUTION and VUMC will adopt and apply policies to prevent and counteract the negative effects of fatigue. Further, RESIDENTS will be educated to recognize the signs of fatigue and report such signs to the ATTENDING who will follow the policies, including the use of mitigating measures, to counteract the effects of the fatigue.

II. CLINICAL AND EDUCATIONAL WORK HOURS FOR RESIDENTS:

- A. VUMC and AFFILIATE INSTITUTION at all times will adhere to the "Policy on Clinical and Educational Work Hours" as required by the ACGME and as contained in VUMC'S House Staff Manual at <https://prd-medweb-cdn.s3.amazonaws.com/documents/gme/files/HSMManual.pdf>.
- B. Clinical and educational work hours are defined as all clinical and academic activities related to the PROGRAM, i.e., patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, in-house call activities, and scheduled academic activities such as conferences. Clinical and educational work hours do not include reading and preparation time spent away from AFFILIATE INSTITUTION and/or VUMC. Clinical and educational work hours do include all internal and external moonlighting activities.
- C. Clinical and educational work hours shall be limited to eighty (80) hours per week, averaged over a four (4) week period, inclusive of all in-house call activities.
- D. RESIDENTS shall be provided with one (1) day in every seven (7) days free from all educational and clinical responsibilities, averaged over a four (4) week period, inclusive of call activities. A day is defined as one (1) continuous 24-hour period free from all clinical, educational, and administrative activities.
- E. RESIDENTS may be scheduled to a maximum of 24 hours of continuous clinical and educational work in the hospital. Residents may be allowed to remain on site for an additional four (4) hours to provide effective transitions in care of current patients; however, they may not be assigned additional clinical responsibilities after 24 hours of continuous in-house clinical and educational work.
- F. VUMC and AFFILIATE INSTITUTION encourage RESIDENTS to use alertness management strategies, including strategic napping, in the context of patient care responsibilities, especially after 16 hours of continuous clinical and educational work and between the hours of 10pm and 8am.
- G. In unusual circumstances and on their own initiative, RESIDENTS may remain beyond their scheduled period of clinical and educational work to continue to provide care to a single patient. Under such circumstances – which only include continuity of care for a

severely ill or unstable patient, a transpiring event of unusual academic importance, or humanistic attention to the needs of a patient or family – the RESIDENT must appropriately hand over the care of all other patients responsible for their continuing care and document the reasons for remaining to care for the patient in question.

- H. RESIDENTS should have eight hours off between scheduled clinical work and education periods.
- I. RESIDENTS must have at least 14 hours free of clinical work and education after 24 hours of in-house call.
- J. In-house call must occur no more frequently than every third night, averaged over a four-week period.
- K. At-home call (pager call) is defined as call taken from outside AFFILIATE INSTITUTION and/or VUMC.
 - 1 The frequency of at-home call is not subject to the every third night limitation. However, at-home call must not be so frequent as to preclude rest and reasonable personal time for RESIDENTS. RESIDENTS taking at-home calls must be provided with one (1) day in seven (7) days completely free from all educational and clinical responsibilities, averaged over a four (4) week period.
 - 2 When RESIDENTS are called to AFFILIATE INSTITUTION or VUMC from home, the hours RESIDENTS spend in-house are counted toward the eighty (80) hour limit. Such episodes will not initiate a new “off-duty period.”
 - 3 The PROGRAM Director at VUMC will monitor the demands of at-home call and make scheduling adjustments as necessary to mitigate excessive service demands and or fatigue.

III. MOONLIGHTING

- A. Because residency education is a full-time endeavor, the PROGRAM Director and the RESIDENT will endeavor to see that moonlighting does not interfere with the ability of the RESIDENT to achieve the goals and objectives of the educational programs.
- B. The PROGRAM Director must comply with AFFILIATE INSTITUTION’S written policies and procedures regarding moonlighting, however such policies and procedures must be in compliance with VUMC’S requirements. In the event of any conflict between AFFILIATE INSTITUTION’S policies and procedures for moonlighting and those of VUMC, VUMC’S policies and procedures shall prevail.

IV. OVERSIGHT

Updated 05/10/2019

- A. AFFILIATE INSTITUTION will have written policies and procedures consistent with VUMC and the requirements for RESIDENT clinical and educational work hours and the working environment as outlined herein this Agreement. These policies will be distributed to RESIDENTS and VUMC. Clinical and educational work hours will be monitored with a frequency sufficient to ensure an appropriate balance for RESIDENTS between education and service.
- B. AFFILIATE INSTITUTION and VUMC will provide back-up support systems when patient care responsibilities are unusually difficult or prolonged, or if unexpected circumstances create fatigue of RESIDENTS which is sufficient to jeopardize patient care.

V. CLINICAL AND EDUCATIONAL WORK HOURS EXCEPTION

A Residency Review Committee (RRC) may grant exceptions for up to ten percent (10 %) of the eighty (80) hour limit, to the PROGRAM, if it is based on a sound educational rationale. However, prior permission of the VUMC Graduate Medical Education Committee and Designated Institutional Official is required for such exception.

FINANCIAL ARRANGEMENTS AND BENEFITS

Financial arrangements and benefits are defined in the Contract between AFFILIATE INSTITUTION and VUMC pertaining to the PROGRAM Residency experience at AFFILIATE INSTITUTION.

RESPONSIBILITIES FOR TEACHING, SUPERVISION AND EVALUATION

Wendy Long, M.D., M.P.H. will be responsible for oversight and evaluation of RESIDENTS at AFFILIATE INSTITUTION.

RESIDENT RESPONSIBILITIES

Attendance at all didactic sessions and teaching conferences is expected and will be monitored. Medical records will be maintained as per Metro Public Health Department practice requirements.

**POLICIES AND PROCEDURES THAT GOVERN
RESIDENT EDUCATION FOR VUMC**

RESIDENTS will be subject to the Policies and Procedures that apply to all VUMC RESIDENTS. RESIDENTS will also be subject to administrative policies and procedures in place at AFFILIATE INSTITUTION. Any conflicts between the Policies and Procedures of AFFILIATE INSTITUTION and those of VUMC will be resolved by the PROGRAM Director and the ATTENDING. However, in the

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event of conflict between the Policies and Procedures of AFFILIATE INSTITUTION and those of VUMC cannot be resolved as outlined herein, VUMC'S Policies and Procedures shall prevail and apply.

VUMC

Rebecca Swan MD
Program Director: Rebecca Swan, M.D.
Program:
Pediatrics

5/24/19
Date:

Kyla Tefhune
Kyla Tefhune, MD, MBA, FACS
Vice President for Educational Affairs
ACGME/NRMP Designated Institutional
Official

6/28/2019
Date:

AFFILIATE INSTITUTION

Wendy Long MD
Wendy Long, M.D., M.P.H
Director, Metropolitan
Public Health Department

9/12/19
Date:

Certificate of Insurance		Issue Date: 9/16/19
Producer	Self Insurance 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.
Insured	Vanderbilt University Medical Center 2525 West End Avenue, Suite 700 Nashville, TN 37203	COMPANIES AFFORDING COVERAGE
		Company Letter A Vanderbilt Self Insured Trust
		Company Letter B Vanderbilt Self Insured Workers Compensation
		Company Letter C
		Company Letter D

Coverages
 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	
A	<input checked="" type="checkbox"/> General Liability	Self-Insured Trust #37	07/01/19	07/01/20	General Aggregate	\$4,000,000
	<input type="checkbox"/> Commercial General Liability				Products-Comp/Op Aggr	\$2,000,000
	<input type="checkbox"/> Claims Made				Personal & Adv. Injury	\$2,000,000
	<input checked="" type="checkbox"/> Occurrence				Each Occurrence	\$2,000,000
	<input type="checkbox"/> Owner's & Contractor's Prot.				Med. Exp. (Any one person)	\$5,000
	<input type="checkbox"/> Automobile Liability				Combined Single Limit	
	<input type="checkbox"/> Any Auto				Bodily Injury (Per person)	
	<input type="checkbox"/> All Owned Autos				Bodily Injury (Per accident)	
	<input type="checkbox"/> Scheduled Autos				Property Damage	
	<input type="checkbox"/> Hired Autos					
	<input type="checkbox"/> Non-Owned Autos					
	<input type="checkbox"/> Garage Liability					
	<input type="checkbox"/> Excess Liability				Each Occurrence	
	<input type="checkbox"/> Umbrella Form				Aggregate	
	<input type="checkbox"/> Other than Umbrella Form					
B	<input checked="" type="checkbox"/> Workers' Compensation and Employers' Liability	Self-Insured	07/01/19	07/01/20	Statutory Limits	x
					Employers Liability Per occurrence	\$100,000
A	<input checked="" type="checkbox"/> Other Professional Liability	Self-Insured Trust #37	07/01/19	07/01/20	\$2,000,000 per Occurrence \$4,000,000 per Aggregate	

Description of Operations/Locations/Vehicles/Special Items
 Evidence of coverage: (VUMC 42710) Agreement for Resident Clinical Education by and between The Metropolitan Government of Nashville and Davidson County, acting by and through The Metropolitan Board of Health and Vanderbilt University Medical Center.

Certificate Holder	Cancellation
Metro Nashville Attn: Procurement PO Box 196300 Nashville, TN 37219-6300	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 