

ORDINANCE NO. _____

An ordinance approving an agreement between the Nashville Fire Department and Vanderbilt University Medical Center for the clinical training of Vanderbilt residents.

WHEREAS, the agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Fire Department, Emergency Medical Services Division, and Vanderbilt University Medical Center, acting by and through its Department of Emergency Medicine, attached hereto, specifies the parties' benefits and obligations regarding the participation and clinical training of residents; and,

WHEREAS, approval of the agreement will benefit the citizens of the Metropolitan Government of Nashville and Davidson County.

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

Section 1. That the agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Fire Department, Emergency Medical Services Division, and Vanderbilt University Medical Center, acting by and through its Department of Emergency Medicine, attached hereto and incorporated herein, is hereby approved.

Section 2. That this Ordinance shall take effect from and after its final passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

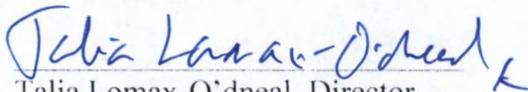
INTRODUCED BY:



William Swann, Director-Chief
Nashville Fire Department

APPROVED AS TO
AVAILABILITY OF FUNDS:

Members of the Council



Talia Lomax-O'dneal, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:



Assistant Metropolitan Attorney

Electronic Signature Page

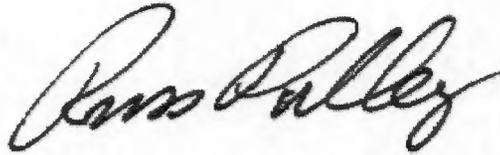
(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

Sharon W. Hurt

Sharon Hurt
Council Lady At-Large

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink that reads "Russ Pulley". The signature is written in a cursive style with a large, looping initial "R".

Russ Pulley

Councilmember, District 25

**AGREEMENT
FOR RESIDENT CLINICAL EDUCATION
BY AND BETWEEN
The Nashville Fire Department, Division of EMS,
AND
VANDERBILT UNIVERSITY MEDICAL CENTER**

THIS AGREEMENT (the "Agreement") is entered into by and between the Nashville Fire Department, Division of EMS ("NFD"), 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 experience of RESIDENTS by providing the RESIDENTS with learning opportunities at other healthcare facilities; and

WHEREAS, this Agreement will provide RESIDENTS with opportunity to learn the application of patient care principles by assisting and observing health care providers in the care and treatment of patients by NFD; and

WHEREAS, a separate Program Letter of Agreement ("PLA") shall be executed for each Residency Program rotation wherein the NFD participates in the training of RESIDENTS; and

WHEREAS, this Agreement shall cover all designated Residency Program rotations at the NFD, as further defined by and in the PLAs, for RESIDENTS of VUMC. Future PLAs for additional disciplines will be deemed incorporated into the Agreement upon execution of each PLA by both parties; and

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

WHEREAS, this Agreement will describe the relationship between NFD 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 ("Residency Program"), and NFD desires to be one such affiliated institution committed to the Residency Program through this Agreement. The objectives of the Residency Program at NFD are outlined in the PLA, signed by NFD and VUMC, and incorporated into this Agreement for Resident Clinical Education as Attachment I. The PLA outlines the educational goals and objectives of the rotation and the policies and procedures that govern the Residency Program for each clinical service at NFD, 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 NFD, RESIDENTS are expected to act under the direction of NFD 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 the location of the clinical rotation or similar communities.
- C. NFD and its agents and representatives using the services of the RESIDENTS in patient care activities are primarily and directly responsible for supervising the care and treatment rendered by the RESIDENTS and shall comply with the recognized standard of acceptable medical practice in supervising the RESIDENTS. Patient care and the quality of such care is ultimately the responsibility of the NFD, as provided in Section II.A below.
- D. NFD 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 accrediting bodies and the bylaws, rules, and regulations of each, including all applicable GME rules and regulations, as may be in effect from time to time.

II. NFD'S RESPONSIBILITIES:

- A. The operation of NFD and its medical programs shall be the responsibility of NFD. NFD shall be responsible for the quality of patient care, and this responsibility is to be in no way compromised by this Agreement. Therefore, NFD retains the ultimate responsibility for the quality of patient care at NFD.
- B. RESIDENTS assigned to NFD under this Agreement will be acting under the supervision of NFD's employees, agents, and/or representatives, which shall include but is not limited to senior paramedics, in caring for patients by NFD. NFD and its agents and representatives will have the right to control the conduct of the RESIDENTS in their patient care activities. NFD will ensure that RESIDENTS who are not authorized to distribute controlled substances in accordance with the applicable law do not do so.
- C. The determination of the number of RESIDENTS, dates of assignments, and availability of facilities and resources of NFD for the rotation shall be determined by NFD and agreed upon in writing by VUMC and NFD prior to assignment of any RESIDENT. VUMC cannot guarantee, however, any minimum number of RESIDENTS shall be available for a clinical rotation at NFD.
- D. In the event of injury or illness of a RESIDENT, NFD shall notify VUMC immediately. NFD shall direct RESIDENT to the closest appropriate facility for any additional testing and/or treatment that is required, if such testing and/or treatment is not available at NFD. The cost of any treatment shall be the responsibility of the RESIDENT.
- E. NFD shall designate a staff member who is acceptable to VUMC to serve as a liaison between NFD and VUMC.

III. VUMC'S RESPONSIBILITIES:

- A. VUMC shall designate a staff member who is acceptable to NFD to serve as a liaison between VUMC and NFD.
- 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 NFD to assure that:
 - 1. No classified information is published.
 - 2. Infringement of patients' rights to privacy is avoided.
- D. To the extent permitted under law, for each specialty RESIDENT who rotates at NFD, 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 NFD.
- F. To the extent not prohibited under law, VUMC shall submit to NFD a detailed resident rotation schedule, which shall consist of, but not be limited to, each RESIDENT's name, social security number, days of rotation and specialty. VUMC 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 NFD and, as such, VUMC shall bear the responsibility for salary, fringe benefits, malpractice and all other compensation to RESIDENTS and any VUMC faculty participating under the terms of this Agreement.
- G. VUMC shall ensure that, prior to coming to NFD, RESIDENTS meet all NFD'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. NFD shall provide VUMC a copy of such health screenings and immunization requirements prior to or upon execution of this Agreement.
- H. VUMC shall ensure that RESIDENTS are clearly identified as residents of VUMC and not personnel, agents, or affiliates of NFD.

IV. TERMS AND CONDITIONS

- A. Each party warrants and represents that it is qualified to participate in Medicare, TennCare, Medicaid and all other governmental health programs and each further acknowledges that as of the execution of this Agreement, that neither it nor any of its employees or other agents providing services hereunder has ever been suspended, excluded, barred, or sanctioned by Medicare or ever been convicted of a criminal offense related to healthcare. Each party shall notify the other party immediately upon discovery that any such action is proposed or taken against said party, its employees or agents.

- B. NFD and VUMC agree that each party shall report the time spent by the RESIDENTS rotating or training at its NFD relative to its CMS cost reporting in accordance with applicable law. During such times that a RESIDENT is providing services at NFD, NFD shall have the exclusive right to claim such time spent by such RESIDENT on the NFD's cost reports and likewise during such times a RESIDENT is providing services at VUMC, VUMC shall have the exclusive right to claim such time spent by such RESIDENT on VUMC's cost reports.
- D. 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 pages 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 NFD and its 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, and to notify the other party in the event of any 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 its licensure.

VI. CONFIDENTIALITY

- A. The parties agree to keep confidential from third parties, except as required for accreditation purposes and compliance with 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 the Regulations.

VIII. INSURANCE

- A. VUMC shall procure and maintain for the term of this Agreement commercial general liability insurance, including products and completed operations coverage with limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. The required limits may be satisfied in combination of primary and excess insurance.
- B. VUMC shall procure and maintain for the term of this Agreement medical professional liability insurance with limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Claims-made coverage is permitted, provided the policy retroactive date for coverage is no later than the commencement date of this Agreement and is continuously maintained during all periods under the Agreement. Coverage shall stay in force with the retroactive date maintained for an additional period of three years after expiration of the agreement. The required limits may be satisfied in combination of primary and excess insurance.
- C. VUMC shall provide, or cause RESIDENTS to obtain, health insurance that is acceptable to NFD covering RESIDENTS during the term of their assignment at NFD and provide NFD with evidence of such coverage.
- D. VUMC shall procure and maintain during the term of this Agreement, workers' compensation and employer liability insurance with statutory limits 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.
- E. Upon request, VUMC shall provide NFD with Certificates of Insurance evidencing the above coverage. VUMC will make a reasonable effort to notify NFD of any adverse material change in the required insurance.
- F. It is agreed that VUMC may choose to provide the coverage stated above through a program of self-insurance.

IX. NOTIFICATION OF INCIDENTS

NFD shall provide notification of all incidents and occurrences involving VUMC personnel immediately to the Vice President of the VUMC Office of Risk and Insurance Management, 2525

West End Avenue, Suite 700, Nashville, TN 37203. VUMC shall have the right to investigate any such incidents and occurrences and NFD will cooperate with VUMC in its investigations, including providing VUMC with any necessary medical records and information VUMC should request, as allowed by law.

X. NOTICES

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

NFD: Director Chief William Swann
Nashville Fire Department
63 Hermitage Avenue
Nashville, TN 37210

VUMC:

with copies to:

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

and Senior Associate Dean, Graduate Medical Education
Vanderbilt University Medical Center
201 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 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.

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 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 construed 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 electronically in one or more counterparts, each counterpart shall be deemed an original and all of which shall constitute but one Agreement.

XVI. WRITTEN AMENDMENT/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 or 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 such 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.

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

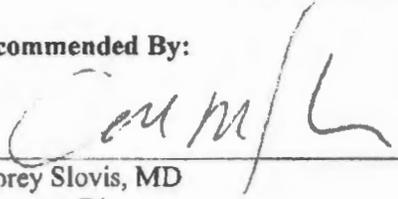
The parties agree that the benefits to either party hereunder do not require, are not payment for, and are not in any way contingent upon the admission, referral, or other arrangement for the provision of any item or service reimbursed under Medicare or Medicaid/TennCare.

SIGNATURES ON NEXT PAGE

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

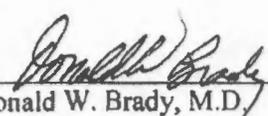
Recommended By:



Corey Slovis, MD
Program Director

07/18/2019
Date

Approved By:



Donald W. Brady, M.D.
Executive Vice President for Educational
Affairs
Senior Associate Dean for Health
Sciences Education
Professor of Medicine and of Medical
Education and Administration

7/25/19
Date

FOR THE NASHVILLE FIRE DEPARTMENT, DIVISION OF EMS



9-16-19
Date

ATTACHMENT I
PROGRAM LETTER(S) OF AGREEMENT

Currently Active Programs:

**Program Letter of Agreement
FOR RESIDENT/CLINICAL FELLOW
Education in Emergency Medicine
BETWEEN
VANDERBILT UNIVERSITY MEDICAL CENTER
AND
Nashville Fire Department, Division of EMS**

INTRODUCTION

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

The Emergency Medicine Residency Program ("PROGRAM") sponsored by Vanderbilt University Medical Center ("VUMC") provides a rotation at the **Nashville Fire Department, Division of EMS**, 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**

1. To understand the environment, mechanisms, treatment options, radio protocol and problems associated with the EMS system, including helicopter transport (System-based practice, medical knowledge, communication skills).
2. To ride ambulances as an on-line EMS provider to gain appreciation for the EMS providers job. To understand the administrative hierarchy and structure of the EMS system (System-based practice, Communication Skills).
3. To be able to provide initial BLS and stabilization techniques in the field both for the ambulance and helicopter services (Practice-based learning). Specific issues/topics which the resident should become familiar with include:
 - a. Categorization and designation of levels of services (Medical knowledge)
 - b. System operations including:
 - i. Communication system, radio configuration, dispatch, and communication protocols (Practice-based learning and improvement, system-based practice)
 - ii. Patient care protocols (System-based practice and medical knowledge)
 - iii. Medical control, system quality assurance, and skill maintenance (System-based practice and medical knowledge)
 - iv. Transport vehicles (type, availability) (Medical knowledge, system-based practice)
 - v. EMS administration and Quality assurance methods (System-based practice and medical knowledge)
 - c. Education (System-based practice)
 - i. CPR, first aid
 - ii. EMT training and certification
 - iii. EMS research
 - d. Disaster medicine (Medical knowledge, system-based practice)
 - i. Definition of disaster
 - ii. Phases of disaster response
 - iii. Disaster medical care
 - iv. Information services
 - v. Education/training
 - e. To spend time with the EM Billing Office and the Vice-Chairman for Finance to understand the billing issues and financial issues of EM Practice (Practice-based learning, system-based practice).
 - f. To gain experience with the rape examination (Medical knowledge, Practice-based learning) and the legal implications of this exam (System-based practice).

ASSIGNMENT OF RESIDENTS

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

LENGTH OF RESIDENT(S) ASSIGNMENT(S)

Each PGY-1 will rotate through this site as part of their Intern Orientation Block (1st block of the academic year). Each PGY- 2 resident will spend one four week block at this site.

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:
 - 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/gme/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 Supervision 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;
- 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 and PGY-2 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/HJManual.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

- 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

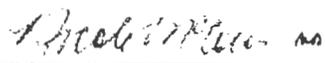
Dr. Corey Slovis will be responsible for oversight and evaluation of RESIDENTS at AFFILIATE INSTITUTION.

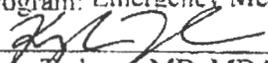
RESIDENT RESPONSIBILITIES

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 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



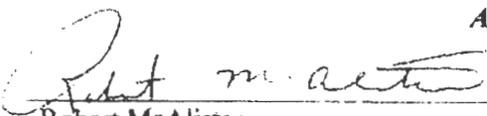
Program Director: Nicole McCain, MD
Program: Emergency Medicine


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

7/18/2019
Date: July 18, 2019

8/12/2019
Date:

AFFILIATE INSTITUTION



Robert McAlister
Deputy Director, EMS, Nashville Fire Dept.

8/12/19
Date:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

RECOMMENDED BY:

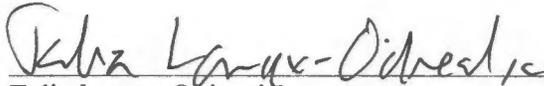


William Swann, Director-Chief
Nashville Fire Department

9-16-19

Date

APPROVED AS TO AVAILABILITY OF FUNDS:



Talia Lomax-O'dneal
Director of Finance

9/17/19

Date

APPROVED AS TO INSURANCE
REQUIREMENTS:

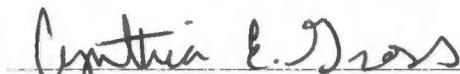


Director of Insurance
Metropolitan Government

9/13/19

Date

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

9/16/19

Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date