

Resolution No. _____

A resolution approving a contract between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, and Meharry Medical College, Department of Family and Community Medicine, to provide clinical experience opportunities for its resident physicians.

WHEREAS, it is to the mutual benefit of Meharry Medical College, Department of Family and Community Medicine, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to provide clinical experience opportunities for its resident physicians; and,

WHEREAS, Meharry Medical College and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, have entered into an agreement, attached hereto and incorporated herein, to provide clinical experience opportunities for its 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 contract between Meharry Medical College, Department of Family and Community Medicine, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to provide clinical experience opportunities for its resident physicians, attached hereto and incorporated herein, is hereby approved.

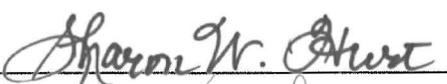
Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:



Kevin Crumbo, Director
Department of Finance

INTRODUCED BY:





APPROVED AS TO FORM
AND LEGALITY:



Assistant Metropolitan Attorney

Member(s) of Council

**CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH
AND
MEHARRY MEDICAL COLLEGE, DEPARTMENT OF FAMILY AND COMMUNITY
MEDICINE, NASHVILLE TENNESSEE**

This Agreement is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH**, a municipal corporation of the State of Tennessee (hereinafter referred to as "MPHD") and **Department of Family and Community Medicine at MEHARRY MEDICAL COLLEGE**, a Tennessee not for profit corporation with its principal offices in Nashville, Davidson County, Tennessee (hereinafter referred to as "**RESIDENCY**")

WHEREAS, **RESIDENCY** is engaged in the higher education and training of medical students and resident physicians through its family medicine medical education and training program and is in need of clinical experience opportunities for its resident physicians in accordance with the Department of Family and Community Medicine, and in compliance with the Accreditation of Graduate Medical Education (ACGME) requirements, and

WHEREAS, **MPHD** has a wide range of clinical experiences available to appropriate students. NOW THEREFORE, in consideration of the mutual benefits, the parties agree as follows:

I. GENERAL PROVISIONS

- 1.1 At least one month prior to the beginning of each clinical experience (hereinafter referred to as a "Program"), the start date and length of the Program will be mutually agreed upon by the parties in writing.
- 1.2 The number of residents eligible to participate in the Program will be mutually determined by the parties at least one month prior to the beginning of the Program and, thereafter, may only be altered by mutual agreement of the parties in writing.
- 1.3 Factors to be considered by the parties in determining start dates shall include but not be limited to, program length and student numbers shall be: (i) the number of staff members available to train students; (ii) the work load of staff members; and (iii) the vacation schedule of staff members.
- 1.4 **RESIDENCY** and **MPHD** will designate and submit in writing to the other the name of the person to be responsible for coordination of the Program on its behalf. Those persons will be called "Program Coordinators". **RESIDENCY** and **MPHD** will notify the other in writing of any change or proposed change of their respective Program Coordinator.

- 1.5 Recognizing that the specific requirements of a clinical experience may vary from program to program, **RESIDENCY** and **MPHD** agree, that following execution of this Contract, their respective Program Coordinators may develop written guidelines to formalize operational details of a particular program so long as such guidelines fully comply with the terms of this Contract.

II. RESIDENCY RESPONSIBILITIES

- 2.1 **RESIDENCY** will assign to **MPHD** medical residents that are enrolled in its family medicine residency program for the purpose of receiving clinical instruction and experience in community medicine.
- 2.2 **RESIDENCY** will establish the criteria for evaluating the quality of resident performance in the Program.
- 2.3 Prior to a student's arrival at **MPHD**, **RESIDENCY** will provide **MPHD** with the name and biographical information and an executed copy of the rotation's goals and objectives for each student assigned to **MPHD**.
- 2.4 Prior to a student's arrival at **MPHD**, **RESIDENCY** will provide the student with a copy of **MPHD**'s orientation materials and **MPHD**'s written regulations which will govern the resident's activities while at **MPHD**.
- 2.5 **RESIDENCY** is responsible for supplying any additional information requested or required by **MPHD** prior to the arrival of a student at **MPHD**.
- 2.6 **RESIDENCY** shall provide professional liability (malpractice) insurance for its students' and faculty while they are engaged in the Program at **MPHD** in a minimum amount of \$1,000,000/\$3,000,000 and will provide **MPHD** with a certificate of insurance evidencing such coverage naming **MPHD** as an additional insured.
- 2.7 Prior to a resident's arrival at **MPHD**, **RESIDENCY** will provide **MPHD** with proof that all students assigned to **MPHD** are covered by appropriate health insurance.
- 2.8 Prior to a student's arrival at **MPHD**, **RESIDENCY** shall provide **MPHD** with proof that for each assigned resident has: (i) completed a recent physical examination demonstrating the student's ability to perform the essential functions of the job (with or without reasonable accommodations); (ii) completed a pre-placement drug screen and two-step TB testing; (iii) obtained proof of exposure to or vaccination against Rubella, Rubeola and Varicella; and (iv) offered the student the option of receiving Hepatitis B vaccine.

- 2.9 **RESIDENCY** shall notify its students that for the purpose of workers' compensation claims, the residents are not considered employees of **MPHD** and **MPHD** shall not be responsible for any accidents or job-related injury or illness incurred by any resident as a result of the resident's participation in the Program at **MPHD**. Such notification shall be included in written waiver form that will be signed by the student and submitted to **MPHD**.
- 2.10 **RESIDENCY** agrees that all its resident physicians are employees of **RESIDENCY** and shall be covered by **RESIDENCY's** workers' compensation insurance for any accidents or related injury or illness incurred by any resident physician of **RESIDENCY** as a result of their participation in the Program at **MPHD**, proof to be provided to **MPHD** on request.
- 2.11 **RESIDENCY** will enforce the rules and regulations governing students that are established by **MPHD**.
- 2.12 **RESIDENCY** shall immediately remove a resident from the Program upon the written request of **MPHD** made in accordance with Section 3.8, below.
- 2.13 **RESIDENCY** shall comply with all federal, state and local laws and/or regulations relative to its activities in Tennessee.
- 2.14 **RESIDENCY** shall coordinate supervision of each resident's clinical experience as established under the curriculum agreement between **MPHD** and **RESIDENCY**.

III. MPHD RESPONSIBILITIES

- 3.1 **MPHD** shall coordinate supervision of each student's clinical experience with **RESIDENCY**.
- 3.2 **MPHD** shall conduct an orientation process to familiarize students with their responsibilities and with their work environment before beginning patient care or other activities.
- 3.3 **MPHD** will provide an environment within which a resident may benefit from the clinical experience opportunities offered by **MPHD**.

- 3.4 **MPHD** will maintain records and reports on each resident's performance as specified by **RESIDENCY**.
- 3.5 **MPHD**, in a timely manner, shall provide **RESIDENCY** with an evaluation on each student on forms provided by **RESIDENCY**.
- 3.6 **MPHD** will provide **RESIDENCY** with a copy of its orientation materials and its written regulations which will govern the resident's activities while at **MPHD**.
- 3.7 Upon reasonable request, **MPHD** will permit **RESIDENCY**, and/or agencies charged with the responsibility for accreditation of the **RESIDENCY**'s curriculum, to inspect its clinical facilities, the services available for the clinical experiences and any other items pertaining to the Program(s).
- 3.8 **MPHD**, by written request, may require **RESIDENCY** to withdraw from the Program any resident whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within **MPHD**, whose conduct may have a detrimental effect on patients, who fails to adhere to **MPHD**'s existing policies, rules and regulations, or whose health status is a detriment to the resident's successful completion of the Program.

IV. TERMINATION

- 4.1 Term of Agreement. The term of this contract will begin on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. This renewal contract term will end sixty (60) months, i.e. 5 years from the beginning dates unless terminated sooner as set forth in Section 4.2, below.
- 4.2 Termination. Either party hereto may terminate this Agreement, without cause, upon giving the other party ninety (90) days written notice of such intention to terminate. However, any such termination shall not be effective as to a student who at the date of notice is actively participating in a Program until such student has completed the program.

V. MISCELLANEOUS

- 5.1 Background Checks. **RESIDENCY** shall notify students that criminal background checks are required by **MPHD**. It shall be the student's responsibility to make timely arrangements for the background check by an organization approved by **MPHD**, to pay all costs associated with such checks, and to provide the results to **MPHD**.

- 5.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties. All changes where required shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.
- 5.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. If an assignment does occur in accordance with this Agreement, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 5.4 Authority. **RESIDENCY** warrants and represents to **MPHD** that **RESIDENCY's** execution of this Agreement has been duly authorized by **RESIDENCY's** governing body.
- 5.5 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.
- 5.6 Confidentiality. All patient records and all **MPHD** statistical, financial, confidential, and/or personnel data received, stored or viewed by **RESIDENCY** shall be kept in the strictest confidence by **RESIDENCY** and its resident physicians.
- 5.7 Controlling Agreement. This document, as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Accepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- 5.8 Fiscal Fund Out Clause. This Agreement shall terminate and **MPHD's** obligations under it shall be extinguished at the end of any of **MPHD's** fiscal years in which **MPHD's** governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement.
- 5.9 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.

5.10 **Indemnification and Hold Harmless.** RESIDENCY shall indemnify, defend and hold harmless MPHID , its officers, agents, and employees from:

a. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of RESIDENCY, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this Agreement., and

b. Any claims, damages, penalties, costs, and attorney fees arising from any failure of RESIDENCY, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

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

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

All notices to MPHID shall be mailed or hand delivered to:
Director of Health
Metropolitan Public Health Department
2500 Charlotte Avenue
Nashville, TN 37209

Notices to Contractor shall be emailed, mailed, or hand delivered to:
Medhat Kalliny, M.D., PhD
Family Medicine Residency Program Director
Meharry Medical College
1005 Dr. D. B. Todd, Jr. Boulevard
Nashville, Tennessee 37208-3599

- 5.14 **Publicity.** Neither **MPHD** nor **RESIDENCY** shall cause to be published or disseminated any advertising materials', either printed or electronically transmitted which identify another party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 5.15 **Relationship of Parties.** None of the provisions in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent contractors contracting on an equal basis with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, franchisee, employer, representative, partner or joint venture of the other, nor shall either party represent to any other person or entity that the relationship created by this Agreement is anything other than as described in this paragraph.
- 5.16 **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- 5.17 **Third Party Interest/Liability.** This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. **MPHD** and/or **RESIDENCY**, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.
- 5.18 **Waiver.** A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.
- 5.19 **Compliance with Laws.** **RESIDENCY** agrees to comply with all applicable federal, state and local laws and regulations.
- 5.20 **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated §12-12-101 et seq., **RESIDENCY** certifies that to the best of its knowledge and belief, neither **RESIDENCY** nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated §12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under **MPHD** contracts.
- 5.21 **Attorney Fees.** **RESIDENCY** agree that in the event either party takes legal action to enforce any provisions of the Agreement or to obtain a remedy for any breach of this Agreement, and in the event **MPHD** prevails in such action, **RESIDENCY** shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for **MPHD**.

- 5.22 Venue. Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.
- 5.23 Health Insurance Portability and Accountability Act Requirements. To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as codified at 42 U.S.C. Section 1320d and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individuality Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of the Agreement.

Signature page follows.

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

MEHARRY MEDICAL COLLEGE

SCHOOL/RESIDENCY:

Meharry Medical College

Signature

[Handwritten Signature]

Richmond Akatue, MD, MSCI, FACP
Internal Medicine Program Director
Associate Dean GME, DIO

Date

2/17/2020

Meharry Medical College

Signature

[Handwritten Signature]

Digna S. Forbes, MD, FASCP

Interim Dean School of Medicine

Date

2/17/2020

**Family Medicine Residency
Program**

By:

[Handwritten Signature] MD, PhD
2/19/2020

Name:

[Handwritten Signature] MD, PhD

Medhat Kalliny, M.D., PhD Program
Director, Department of Family
And Community Medicine

Sworn to and subscribed to before

me, a Notary Public, this 19 day of

2020, [Year],

by Tammy Coleman, the
Contract Administrator of School and

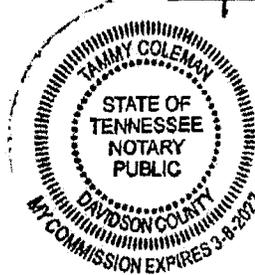
duly authorized to execute this instrument

on School's behalf.

[Handwritten Signature]
Notary Public

My Commission Expires

3/8/2022



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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

McArthur
Director, Metro Public Health Department

3/12/2020
Date

Alex Jones
Chair, Board of Health

3/12/2020
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Curran, CFO
Director, Department of Finance

3-19-2020
Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb
Director of Risk Management Services

4/6/2020
Date

APPROVED AS TO FORM AND LEGALITY:

Derrick C. Smith
Metropolitan Attorney

4/07/2020
Date

FILED:

Metropolitan Clerk

Date

