AGREEMENT FOR HOUSE STAFF CLINICAL EDUCATION BY AND BETWEEN METROPOLITAN NASHVILLE FIRE DEPARTMENT, DIVISION OF EMS AND VANDERBILT UNIVERSITY MEDICAL CENTER

THIS AGREEMENT (the "Agreement") is entered into by and between the Metropolitan Nashville Fire Department, Division of EMS ("FACILITY") and Vanderbilt University Medical Center ("VUMC") to provide clinical teaching experiences to VUMC House Staff in Graduate Medical Education Programs, which include Clinical Residents, Clinical Fellows and Clinical Fellow Instructors ("HOUSE STAFF").

WHEREAS, the purpose of this Agreement is to enhance the clinical educational experience of HOUSE STAFF by providing the HOUSE STAFF with learning opportunities at other healthcare facilities; and

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

WHEREAS, a separate Program Letter of Agreement ("PLA") shall be executed for each Residency/Clinical Fellowship Program rotation wherein the FACILITY participates in the training of HOUSE STAFF; and

WHEREAS, this Agreement shall cover all designated Residency/Clinical Fellowship Program rotations at the FACILITY, as further defined by and in the PLAs, for HOUSE STAFF 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 FACILITY to provide learning opportunities to HOUSE STAFF; 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/CLINICAL FELLOWSHIP PROGRAM:

A. The Residency/Clinical Fellowship Program sponsored by VUMC provides a rotation for HOUSE STAFF at affiliated institutions ("Residency/Clinical Fellowship Program"), and FACILITY desires to be one such affiliated institution committed to the Residency/Clinical Fellowship Program through this Agreement. The objectives of the Residency/Clinical Fellowship Program at FACILITY are outlined in the PLA, signed by FACILITY and

VUMC, and incorporated into this Agreement for House Staff Clinical Education as Attachment I.

- B. Attachment I outlines the educational goals and objectives of the rotation and the policies and procedures that govern the Residency/Clinical Fellowship Program for each clinical service at FACILITY, and further identifies those individuals responsible for administrative education, supervision, teaching, and formal evaluation of HOUSE STAFF. The assignment of HOUSE STAFF shall be coordinated through the Office of Graduate Medical Education at VUMC.
- C. In the care and treatment of patients at FACILITY, HOUSE STAFF 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 HOUSE STAFF 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.
- D. FACILITY and its agents and representatives using the services of the HOUSE STAFF in patient care activities are primarily and directly responsible for supervising the care and treatment rendered by the HOUSE STAFF and shall comply with the recognized standard of acceptable medical practice in supervising the HOUSE STAFF. Patient care and the quality of such care is ultimately the responsibility of the FACILITY, as provided in Section II.A below.
- E. 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 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. 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. HOUSE STAFF assigned to FACILITY under this Agreement will be acting under the supervision of FACILITY's employees, agents, and/or representatives, in caring for patients at FACILITY. FACILITY and its agents and representatives will have the right to control the conduct of the HOUSE STAFF in their patient care activities. FACILITY will ensure that HOUSE STAFF who are not authorized to distribute controlled substances in accordance with the applicable law of the FACILITY are not instructed to do so.
- C. The determination of the number of HOUSE STAFF, 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 HOUSE

- STAFF. VUMC cannot guarantee, however, any minimum number of HOUSE STAFF shall be available for a clinical rotation at FACILITY.
- D. In the event of injury or illness of a HOUSE STAFF, FACILITY shall notify VUMC immediately. FACILITY shall direct HOUSE STAFF 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 FACILITY. The cost of any treatment shall be the responsibility of the HOUSE STAFF.
- E. 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 HOUSE STAFF'S clinical learning experience for the purpose of academic credit.
- C. VUMC shall advise HOUSE STAFF that FACILITY requires HOUSE STAFF to sign Facility's "Ride-Along Request, Waiver, and Release of Liability Agreement," attached hereto and incorporated as Exhibit II.
- D. VUMC shall advise the HOUSE STAFF 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 classified information is published.
 - 2. Infringement of patients' rights to privacy is avoided.
- E. To the extent permitted under law, for each specialty HOUSE STAFF who rotates at FACILITY, VUMC will provide the HOUSE STAFF's date and place of birth, medical school, if foreign medical graduate, his/her ECFMG number and any other information deemed necessary by FACILITY.
- F. To the extent not prohibited under law, VUMC shall submit to FACILITY a detailed HOUSE STAFF rotation schedule, which shall consist of, but not be limited to, each HOUSE STAFF'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").
- G. HOUSE STAFF shall not be considered employees of FACILITY and, as such, VUMC shall bear the responsibility for salary, fringe benefits, malpractice and all other compensation to HOUSE STAFF and any VUMC faculty participating under the terms of this Agreement.

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- H. VUMC shall ensure that, prior to coming to FACILITY, HOUSE STAFF meet all FACILITY's stated health screenings and immunization requirements in order to ensure that HOUSE STAFF will not be a health hazard to patients and to protect the personal health of the HOUSE STAFF. FACILITY shall provide VUMC a copy of such health screenings and immunization requirements prior to or upon execution of this Agreement.
- I. VUMC shall ensure that HOUSE STAFF are clearly identified as HOUSE STAFF of VUMC and not personnel, agents, or affiliates of FACILITY.

IV. TERMS AND CONDITIONS

- A. VUMC will advise HOUSE STAFF that a criminal background check will be required, at the HOUSE STAFF'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 HOUSE STAFF may request a meeting to discuss the background report. It shall be the HOUSE STAFF responsibility to make timely arrangement for the background check and to pay all costs associated with such checks.
- B. FACILITY will maintain its eligibility to participate in the Medicare and Medicaid programs. FACILITY further agrees to give prompt notice in writing to VUMC in the event of institution of proceedings for suspension or revocation of its accreditation or participation in the Medicare and Medicaid programs, and to notify VUMC in the event of any such suspension or revocation within twenty-four (24) hours of its occurrence. This Agreement will immediately terminate, and HOUSE STAFF shall be withdrawn upon the revocation or suspension of accreditation or participation in the Medicare and Medicaid programs. Further, VUMC may terminate this Agreement in the event FACILITY is given official notice of the institution of proceedings to suspend or revoke its accreditation or participation in the Medicare or Medicaid programs.
- C. 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.
- D. FACILITY and VUMC agree that each party shall report the time spent by the HOUSE STAFF rotating or training at its facility relative to its CMS cost reporting in accordance with applicable law. During such times that a HOUSE STAFF is providing services at FACILITY, FACILITY shall have the exclusive right to claim such time spent by such HOUSE STAFF on the FACILITY's cost reports and likewise during such times a HOUSE STAFF is providing services at VUMC, VUMC shall have the exclusive right to claim such time spent by such HOUSE STAFF on VUMC's cost reports.

E. 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 September 1, 2024 and continue until August 30, 2029. 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 and has been filed in the Office of the Metropolitan Clerk.
- 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. Should funding for the Agreement be discontinued, FACILITY shall have the right to terminate the Agreement immediately upon written notice to VUMC.
- D. Should VUMC fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, FACILITY shall identify the breach and VUMC shall cure the performance within fifteen (15) days. If VUMC fails to satisfactorily provide cure, FACILITY shall have the right to immediately terminate this Agreement. Such termination shall not relieve VUMC of any liability to FACILITY for damages sustained by virtue of any breach by VUMC.
- E. 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, 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 Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA"), the Health Information Technology for Economic and Clinical Health 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. Nothing in this section shall prohibit Facility from disclosing information that is classified as public record under the Tennessee Public Records Acts. The provisions of this section are not intended to cover any information which is classified as a public record under the Tennessee Public Records Act.

B. VUMC shall advise HOUSE STAFF 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.

VII. INDEMNIFICATION

A. VUMC assumes responsibility and agrees to indemnify and hold harmless FACILITY, its trustees, officers, employees, faculty, staff, and agents from any liability or claims of liability, including payment of reasonable attorneys' fees, based on (i) any t acts or omissions of HOUSE STAFF who are assigned to FACILITY and (ii) any 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 naming the Metropolitan Government as an additional insured. The required limits may be satisfied in combination of primary and excess insurance. 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 medical 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. 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.
- C. VUMC agrees that it shall procure and maintain during the term of this Agreement automobile liability insurance, in a minimum amount of \$2,000,000/\$4,000,000 in coverage, naming the Metropolitan Government as an additional insured. VUMC may meet the automobile liability insurance coverage amounts through a combination of primary and umbrella coverage. 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.

- D. 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 HOUSE STAFF shall be covered by VUMC'S workers' compensation coverage.
- E. VUMC shall provide Certificates of Insurance evidencing the above coverage. The coverage shall bear an endorsement precluding cancellation or reduction of coverage.
- F. 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.
- G. It is agreed that VUMC may choose to provide the coverage stated above through a Program of self-insurance.
- H. 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 of all incidents and occurrences involving VUMC personnel immediately to the Vice President of the VUMC Office of Risk and Insurance Management, 3322 West End Avenue, Suite 11000, Nashville, TN 37203. VUMC shall have the right to investigate any such incidents and occurrences and FACILITY 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:

FACILITY: Fred Smith

Deputy Director

Nashville Fire Department EMS

PO Box 196332 Nashville, TN 37219 fred.smith@nashville.gov VUMC:

with copies to:

Director
Office of Sponsored Programs - Contracts Management
Vanderbilt University Medical Center
3319 West End Avenue
Nashville, TN 37203-6869
research.contracts@vumc.org

and

Graduate Medical Education Vanderbilt University Medical Center 201 Light Hall Nashville, TN 37232 Attention: Jennifer Lutgens

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. WRITTEN AMENDMENT/WAIVERS

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

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

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.

XXIII. IRAN DIVESTMENT ACT

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Contractor certifies that to the best of its knowledge and belief, neither the Contractor 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 Agreement termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.

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:	
Janet McKenney Aug 15, 2624 15:54 CDT)	15/08/2024
Jared McKinney, MD	Date
Program Director	
Approved By:	
Donald W Brady, MD Donald W Brady, MD (Aug 15, 2024 15.57 CDT:	15/08/2024
Donald W. Brady, M.D.	Date
Executive Vice President for Educational Affairs	
Executive Vice Dean for Academic Affairs	
FOR METROPOLITAN NASHVILLE FIRE D	DEPARTMENT, DIVISION OF EMS
Ludnieth	8/19/2024
Name:	Date
Title:	

ATTACHMENT I

PROGRAM LETTER(S) OF AGREEMENT

Currently Active Programs:

Program Letter of Agreement FOR RESIDENT/CLINICAL FELLOW EDUCATION AT AFFILIATED INSTITUTION

IN Emergency Medicine

BETWEEN VANDERBILT UNIVERSITY MEDICAL CENTER AND

Metro Nashville Fire Department Division of EMS

INTRODUCTION

For the purpose of this document, the term "House Staff' will refer to the following: Residents, Clinical Fellows and Clinical Fellow/Instructors.

The Emergency Medicine Residency Program ("PROGRAM") sponsored by Vanderbilt University Medical Center ("VUMC") provides a rotation at Metro 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 house staff (individual "HOUSE STAFF" and collectively as "HOUSE STAFF") accepted into the PROGRAM by providing a rotation for HOUSE STAFF 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 HOUSE STAFF with a sound academic and clinical education. AFFILIATE INSTITUTION and VUMC will work together to ensure that the HOUSE STAFF rotation at AFFILIATE INSTITUTION is carefully planned and balanced with concerns for patient safety and well-being of the HOUSE STAFF. AFFILIATE INSTITUTION and VUMC commit that there will not be excessive reliance on HOUSE STAFF to fulfill service obligations at AFFILIATE INSTITUTION. Since didactic and clinical education must have priority in the allotment of HOUSE STAFF time and energies, the clinical and educational work hour assignments recognize that physicians and HOUSE STAFF collectively have the shared responsibility for the safety and welfare of patients.

SPECIFIC GOALS AND OBJECTIVES TO BE ATTAINED BY THE HOUSE STAFF

- 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, and communication skills).
- 2. To ride in 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. Communications 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-Chairma 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, System-based practice)

ASSIGNMENT OF HOUSE STAFF and ASSIGNMENT OF RESPONSIBILITY

HOUSE STAFF will be assigned to AFFILIATE INSTITUTION by the VUMC Program Director. HOUSE STAFF will work under the supervision of the ATTENDINGS at the AFFILIATE INSTITUTION.

Responsibility for the direction and coordination of the educational PROGRAM will be assigned to the Program Director of the PROGRAM at VUMC.

Joaquin Toon (Site Director) will be responsible for oversight and evaluation of HOUSE STAFF at AFFILIATE INSTITUTION and will communicate directly with the Program Director at VUMC.

LENGTH OF HOUSE STAFF(S) ASSIGNMENT(S)

Each House Staff will spend one four-week block at this site.

HOUSE STAFF 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

HOUSE STAFF EVALUATIONS

Joaquin Toon, CMDR will be responsible for oversight and evaluation of HOUSE STAFF at AFFILIATE INSTITUTION

POLICIES AND PROCEDURES

HOUSE STAFF will be subject to the policies and procedures of the House Staff Manual that apply to all VUMC HOUSE STAFF. HOUSE STAFF 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 SITE DIRECTOR at the AFFILIATE INSTITUTION, in consultation with the DIO. 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 and AFFILIATE INSTITUTION agree as follows:

I. <u>SUPERVISION OF HOUSE STAFF:</u>

A. VUMC AND AFFILIATE INSTITUTION at all times will adhere to the supervision by appropriately credentialed and privileged ATTENDING PHYSICIANS at the AFFILIATE Page 15 of 28

- INSTITUTION and policies established under the guidelines of the AFFILIATE INSTITUTION which can be found at https://www.vumc.org/gme/house-staff-manual
- B. Ifno policies regarding supervision of HOUSE STAFF exist at the AFFILIATE INSTITUTION, the AFFILIATE INSTITUTION agrees to follow "Guidelines for House Staff Supervision" as contained in VUMC'S House Staff Manual at https://www.vumc.org/gme/house-staff-manual and agrees to inform supervising physicians at AFFILIATE INSTITUTION of these policies.
- C. HOUSE STAFF 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. Schedules will be structured to provide HOUSE STAFF with appropriate supervision and consultation with the ATTENDING and to provide HOUSE STAFF with progressively increasing responsibility commensurate with their level of education, ability and expenence.

III. OVERSIGHT

- A. AFFILIATE INSTITUTION will have written policies and procedures consistent with VUMC and these policies will be distributed to HOUSE STAFF and VUMC. Clinical and educational work hours will be monitored with a frequency sufficient to ensure an appropriate balance for HOUSE STAFF 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 HOUSE STAFF which is sufficient to jeopardize patient care.

FINANCIAL ARRANGEMENTS AND BENEFITS

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

PLA SIGNATURE PAGE:

VUMC

matthew pirotte md facep matthew pirotte md facep (Jun 27, 2024 15:43 CDT)	27/06/2024
Program Director: Matthew Pirotte, M.D.	Date:
Program: Emergency Medicine	
1.1.	
<u>Kyla Terhune</u>	27/06/2024
Kyla Terhune (Jun 27, 2024 20:43 CDT) Kyla Terhune, MD, MBA, FACS	Date:
Senior Vice President for Educational Affairs	Date.
ACGME/NRMP Designated Institutional Official	
AFFILIATE INSTITUTIO	3N/
AFFILIATE INSTITUTIO)IN
, / . ,	9 %
Junith	7/14/2024
Name: Fred Smith	Date:
Title: Deputy Director, EMS, Nashville Fire	
Department	
300	
SITE DIRECTOR	
Joaquin Tool	7/16/24
() John Marie Mar	
Site Director Name: Joaquin Toon,	Date:
Commander, EMS, Nashville Fire	

Department

Program Letter of Agreement FOR RESIDENT/CLINICAL FELLOW EDUCATION AT AFFILIATED INSTITUTION

IN Emergency Medical Services Fellowship Program

BETWEEN VANDERBILT UNIVERSITY MEDICAL CENTER **AND**

Nashville Fire Department, Division of EMS

INTRODUCTION

For the purpose of this document, the term "House Staff will refer to the following: Residents, Clinical Fellows and Clinical Fellow/Instructors.

The Emergency Medical Services Fellowship Program ("PROGRAM") sponsored by Vanderbilt University Medical Center ("VUMC") provides a rotation at Nashville Fire Department as an Affiliate Institution ("AFFILIATE INSTITUTION"). The overall objective of this Agreement is to enhance the educational experience of house staff (individual "HOUSE STAFF" and collectively as "HOUSE STAFF") accepted into the PROGRAM by providing a rotation for HOUSE STAFF 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 HOUSE STAFF with a sound academic and clinical education. AFFILIATE INSTITUTION and VUMC will work together to ensure that the HOUSE STAFF rotation at AFFILIATE INSTITUTION is carefully planned and balanced with concerns for patient safety and well-being of the HOUSE STAFF. AFFILIATE INSTITUTION and VUMC commit that there will not be excessive reliance on HOUSE STAFF to fulfill service obligations at AFFILIATE INSTITUTION. Since didactic and clinical education must have priority in the allotment of HOUSE STAFF time and energies, the clinical and educational work hour assignments recognize that physicians and HOUSE STAFF collectively have the shared responsibility for the safety and welfare of patients.

SPECIFIC GOALS AND OBJECTIVES TO BE ATTAINED BY THE HOUSE STAFF

Patient Care

Goal

The Fellow will develop clinical proficiency in the evaluation, stabilization, management, and application of procedural skills for time-critical and time-sensitive emergencies in the out-ofhospital environment.

Objectives

• Independently perform, assist, or supervise EMS crews to gather accurate essential

information and provide treatment, as appropriate, in a timely manner.

- Perform primary and secondary surveys, and integrate patient histories, physical examinations, physiologic monitoring, and ancillary tests to develop differential diagnoses and treatment plans;
- Apply appropriate protocols to initiate care, including use of pharmaceuticals, medical devices, and procedural interventions;
- Integrate relevant biological, psychosocial, economic, ethnic, and familial factors into evaluation and treatment plans;
- Demonstrate procedural skills, including use of back-up or rescue strategies in patients with challenging features and co-morbidities, or in challenging environments of care.
- Reassess patients following initial implementation of treatment plans;
- •Prioritize initial stabilization and resuscitation efforts in critically ill or injured patients who require immediate interventions;
- Adapt management strategies to specific situations and environments;
- Choose appropriate transport modalities, destination and specialty receiving facilities;
- Evaluate the validity of Do Not Resuscitate (DNR) orders, and understand local laws and regulations governing end of life;
- Independently make decisions to withhold or terminate resuscitative measures;
- Lead post-event after-action reviews, including the strengths and weakness of care, assessments of what may have been more effectively managed, and how these principles might be adapted to future patient care scenarios.

Medical Direction and Oversight

Goal

The Fellow will develop knowledge, clinical proficiency, and an approach to practice-based learning and improvement for effective medical direction and oversight in EMS.

Objectives

- Demonstrate knowledge of the core components of EMS Medical Direction and Oversight;
- Perform effective on-line medical control in simulations, on-scene, in the ER, or at 911 Communications:
- Demonstrate knowledge of the principles of Quality Assurance, scope of practice, training and education, credentialing, provider health and wellness, culture of safety, and the roles of first-responders including for EMTs, paramedics, and communications specialists;
- Perform individual quality assurance or sentinel case reviews, and design remediation or retraining plans, as appropriate;
- Design and present Basic or Advanced level training, education, or Continuing Education offerings or curricula for field personnel;
- Conduct system-based quality assurance reviews of medical care or 911 Communications call-processing;
- Perform evidence-based or best-practice revisions or development of new system protocols, policies, procedures, quality assurance programs, or medical device acquisitions.
- Based on knowledge and performance, the Fellow will be given progressive responsibility for medical direction as deemed appropriate by the Clinical Competency Committee.

Special Operations, Mass Gathering, Mass casualty and Disaster Management

Goal

The Fellow will gain knowledge, experience, and skills in Special Operations, and in the medical management of mass gathering and potential mass casualty and disaster events.

Objectives

- Demonstrate knowledge of the National Incident Management System (NIMS) and Incident Command System (ICS)", START and other triage systems, and successfully complete required NIMS training modules;
- Participate in Training exercises for SWAT team and Hazardous Material Response (Haz-Mat) units.
- Successfully complete at least one or more of the following courses: Disaster Management and Emergency Preparedness, Hazardous Materials Awareness, Hazardous Materials Operations, Federal Emergency Management Agency Urban Search and Rescue (FEMA USAR) Medical Specialist, or Counter Narcotics and Terrorism Operational Medical Support (CONTOMS);
- Participate in planning, implementation, patient care, medical direction, and after-action review of a scheduled mass gathering or potential disaster or mass casualty event;
- Provide an evidence-based review or revision, or develop of a new standing protocol for a Special Operations event or team;
- Once Fellow has demonstrated sufficient knowledge and experience, and the Clinical Competency Committee deems it appropriate, Fellow will progress to being medical command/director for a large event

Systems-based Practice and Management

Goal

The Fellow will gain experience and understanding of how out-of-hospital emergency medical care relates to the healthcare system as a whole, and how integration and optimization of the interdependent system components can be used to improve patient outcomes, safety, and quality.

Objectives

- Demonstrate knowledge of the roles, responsibilities, and interface between first-responder agencies including EMS, Police, Emergency Management, Poison Control, Public Health, and 911 Communications/Public Safety Answering Points (PSAPs);
- Understand the benefits and limitations of the different EMS system delivery models including Fire-based, Third service, Public Utility, Private, Hospital-based, Volunteer, and Mobile Integrated Healthcare and Community Paramedicine.
- Gain experience in the different elements of EMS system delivery through direct observation, meeting attendance, or committee participation in Operations, Logistics, Fleet and Facilities Management, Legal and legislative affairs, Finance and Budget, Training and Education, and 911 Communications
- Demonstrate understanding of the principles of resource allocation and utilization, regulatory and legislative requirements, budget preparation, staffing and scheduling, occupational health, response time and other system performance measurement.
- Gain experience in interdependent first-responder agency functions through direct observation, meetings, and/or committee participation in Emergency Management,

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Poison Control, Public Health, and City Government.

• Participate in, and actively contribute to, regional, state, or national level committee meetings (EMS, NAEMSP, ACEP) or other functions for EMS policy planning, programming, or legislative oversight.

Evidence-based Best Practices and Research

Goal

The Fellow will gain fluency in the use of data for system performance measurement, and develop critical thinking skills for appraisal of the medical literature and an evidence-based best practices approach to EMS.

Objectives

- Demonstrate knowledge of data collection platforms, including the National EMS Information System (NEMSIS);
- Develop fluency in the use of software programs for EMS quality and performance measurement including CPR analytics, end-tidal waveform capnography for airway management, and rhythm strip analysis for cardiac arrest and dysrhythmia management.
- Demonstrate understanding of epidemiologic principles, research design, and statistical analyses utilized for EMS system research.
- Develop proficiency in critical assessment and presentation of EMS and related medical literature;
- Describe how regulation and law such as the Highway Safety Act, the EMS Systems Act, Exception from Informed Consent requirements (EFIC), and the Health Insurance Portability and Accountability Act affect EMS research
- Contribute to a scholarly EMS activity, including presentation at a state or national conference, publication in an EMS or Emergency Medicine trade journal, or submission of a book chapter or review article for publication in a peer-review academic journal.
- Participate in the design and development of an original EMS research project for abstract presentation at an academic conference, or for peer-review publication in an academic journal.

Professionalism, Ethics, and Interpersonal Communication Skills

Goal

The Fellow will gain understanding and appreciation for the importance of integrity, ethics, and interpersonal relations in the design and delivery of equitable, compassionate, high quality, and high value patient care.

Objectives

- Demonstrate punctuality, appropriate attire, and respectful demeanor;
- Submit timely, legible, and accurate ride logs, duty hours, and other documentation;
- Recognize limits of knowledge, and seek and welcome constructive criticism;
- Demonstrate respect, compassion, personal and professional integrity, and the interpersonal communication skills to facilitate the effective exchange of information, an optimal environment for care, and the opportunity for shared decision making between patients, families, bystanders, and healthcare personnel;

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- Demonstrate effective oral and written communication skills;
- Demonstrate awareness, knowledge, and examples of disparities in out-of-hospital healthcare and the social determinants of health.
- Demonstrate an understanding of, and ethical approach to, the provision or withholding of patient care, patient privacy and protected health information, and the principles of informed consent.
- Demonstrate high standards of ethical behavior, including application of humanistic values to patient and provider relations;
- Respect professional boundaries between prehospital personnel, physicians, and other healthcare personnel.
- Demonstrate a commitment to lifelong learning;
- Advocate for quality of care;
- Demonstrate leadership skills in conflict resolution, collaboration, innovation, and effective coordination of care across disciplines and providers.

ASSIGNMENT OF HOUSE STAFF and ASSIGNMENT OF RESPONSIBILITY

HOUSE STAFF will be assigned to AFFILIATE INSTITUTION by the VUMC Program Director. HOUSE STAFF will work under the supervision of the ATTENDINGS at the AFFILIATE INSTITUTION.

Responsibility for the direction and coordination of the educational PROGRAM will be assigned to the Program Director of the PROGRAM at VUMC.

Joaquin Toon, CMDR NFD EMS will be responsible for oversight and evaluation of HOUSE STAFF at AFFILIATE INSTITUTION and will communicate directly with the Program Director at VUMC.

LENGTH OF HOUSE STAFF(S) ASSIGNMENT(S)

The Fellow's appointment if for one year beginning July 1 and continues through June 30 of the following year.

HOUSE STAFF RESPONSIBILITIES

The EMS Fellow will attend weekly NFD Quality Improvement meeting and 70 percent of planned didactic and field experiences offered. The EMS Fellow will provide field response with NFD EMS District Chiefs, NFD Advanced Life Support (ALS) crews, and in the physician response vehicle monthly in accordance with supervision policies. The fellow will also assist the medical director in preparing and delivering education at quarterly NFD in-services and will participate in protocol development and revision.

HOUSE STAFF EVALUATIONS

Program Coordinator will distribute the appropriate evaluation forms to residents, faculty, and non-faculty evaluators and then store them for review by the Program Director.

POLICIES AND PROCEDURES

HOUSE STAFF will be subject to the policies and procedures of the House Staff Manual that apply to all VUMC HOUSE STAFF. HOUSE STAFF 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 SITE DIRECTOR at the AFFILIATE INSTITUTION, in consultation with the DIO. 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 and AFFILIATE INSTITUTION agree as follows:

I. SUPERVISION OF HOUSE STAFF:

- A. VUMC AND AFFILIATE INSTITUTION at all times will adhere to the supervision by appropriately credentialed and privileged ATTENDING PHYSICIANS at the AFFILIATE INSTITUTION and policies established under the guidelines of the AFFILIATE INSTITUTION.
- B. If no policies regarding supervision of HOUSE STAFF exist at the AFFILIATE INSTITUTION, the AFFILIATE INSTITUTION agrees to follow "Guidelines for House Staff Supervision" as contained in VUMC'S House Staff Manual at https://www.vumc.org/gme/house-staff-manual and agrees to inform supervising physicians at AFFILIATE INSTITUTION of these policies.
- C. HOUSE STAFF 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. Schedules will be structured to provide HOUSE STAFF with appropriate supervision and consultation with the ATTENDING and to provide HOUSE STAFF with progressively increasing responsibility commensurate with their level of education, ability and experience.

III. OVERSIGHT

- A. AFFILIATE INSTITUTION will have written policies and procedures consistent with VUMC and these policies will be distributed to HOUSE STAFF and VUMC. Clinical and educational work hours will be monitored with a frequency sufficient to ensure an appropriate balance for HOUSE STAFF 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 HOUSE STAFF which is sufficient to jeopardize patient care.

FINANCIAL ARRANGEMENTS AND BENEFITS

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

PLA SIGNATURE PAGE:

VUMC

d	5/22/24
Program Director: Jared McKinney, MD	Date:
Program: Emergency Medical Services Fellowship	
Kyla Terhune Kyla Terhune (Jun 27, 2024 20:43 CDT) Kyda Terhune (MD MDA FACS	27/06/2024
Kyla Terhune, MD, MBA, FACS Senior Vice President for Educational Affairs	Date:
ACGME/NRMP Designated Institutional Official	
5 ······	
AFFILIATE INSTITUT	TION
Sumite	7/16/2024
Name: Fred Smith	Date:
Title: Deputy Director, EMS, Nashville Fire	
Department	
SITE DIRECTOR	
Locality Tout	-1-1-0
Jeagun lon	7/16/24
Site Director Name: Joaquin Toon,	Date:
Commander, EMS, Nashville Fire	
Department	

ATTACHMENT II

Ride-Along Request, Waiver, and Release of Liability Agreement

{N0621425.1} VUMC#1875

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY METROPOLITAN NASHVILLE FIRE DEPARTMENT, DIVISION OF EMS RIDE-ALONG REQUEST, WAIVER, AND RELEASE OF LIABILITY AGREEMENT

This Ride-Along Request, Waiver, and Release of Liability Agreement must be completed, signed and returned to the Metropolitan Nashville Fire Department, Division of EMS, before the "applicant" may be allowed to ride along with and accompany any employee(s) of the Metropolitan Nashville Fire Department, Division of EMS, on his or her duties which may involve the use of a Metropolitan Government of Nashville and Davidson County vehicle, property, equipment, or facilities.

APPLICANT: NAME		BIRT	HDATE:_		
ADDRESS	CITY	STAT	TE/ZIPCOI	DE	PHONE
EMPLOYER CONTAC	T:NAME	ADDRESS	CITY	STATE/ZIP	PHONE
IN CASE OF EMERGE	NCY OR ACCIDE	NT CONTACT:			
NAME	ADDR	FSS	RFI Δ'	ΓΙΟΝ	PHONE

I, "applicant," request the privilege of riding along with and accompanying one or more employees of the Metropolitan Nashville Fire Department, Division of EMS, on his/her duties. In consideration of being allowed to participate in the ride-along, I state and agree to the following:

I understand that I will be riding along with one or more employees of the Metropolitan Nashville Fire Department, Division of EMS, which may include calls for service. I am aware that employees of the Metropolitan Nashville Fire Department, Division of EMS, can be and are assigned to duties which involve physical danger and serious risk of harm. I understand that by accompanying an employee of the Metropolitan Nashville Fire Department, Division of EMS, in the performance of his/her official duties that I may be exposed to hazardous situations inherent in Fire Department/Medical Services work where I may be at risk for serious or even fatal injury. I further understand that the employee(s) of the Metropolitan Nashville Fire Department, Division of EMS, will not avoid or disregard his/her duties which involve risk or danger simply because I am accompanying him/her.

Knowing the risks involved, I hereby assume any and all risks of injury, death, or property damage arising out of or in any way connected with my participation in said ride-along, and I understand that I am responsible for my own safety. On behalf of myself, my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns, to the

fullest extent provided by law, I hereby waive, release, indemnify, hold harmless, and forever discharge, the Metropolitan Government of Nashville and Davidson County ("Metropolitan Government"), its directors, officers, affiliates, employees, and volunteers from and against any and all liabilities, claims, demands and causes of action of any kind on account of any loss, damage, illness or injury to person or property in any way arising out of or relating to my participation in a ride-along with the Metropolitan Nashville Fire Department, Division of EMS, whether due to negligence, mistake or other action, inaction or omission or other legal fault of the Metropolitan Government or its directors, officers, affiliates, employees or volunteers, or the care, maintenance, or use of any facility, vehicle, or other equipment used in the performance of the Metropolitan Nashville Fire Department, Division of EMS employee's duties.

I agree to the following conduct to participate in a ride-along with Metropolitan Nashville Fire Department, Division of EMS employees. I will wear a seatbelt at all times. I will provide proof of health, medical, and life insurance coverage before participating in a ride-along or Applicant's employer, if participating in a ride-along for employment purposes, will provide a certificate of liability insurance naming the Metropolitan Government of Nashville and Davidson County as an additional insured. I agree to participate in training on the Health Insurance Portability and Accountability Act "HIPAA" privacy rules prior to participating in the ride-along. I acknowledge that the disclosure of any individually identifiable, protected health information in any manner without specific written authorization of the patient or the patients authorized representative is strictly prohibited.

I understand and agree that this waiver, release of liability, and indemnification agreement is intended to be as broad and inclusive as permitted by law, and that if any portion of this agreement is invalid, the balance shall continue in full force and effect.

I HAVE CARFULLY READ THIS RIDE-ALONG REOUEST, WAIVER, AND RELEASE OF LIABILITY AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WIAVER OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DADVISON COUNTY. I VOLUNTARILY AGREE TO EACH OF THE TERMS AND PROVISIONS HEREIN AND SIGN THIS WAIVER AND INDEMNIFICATION AGREEMENT OF MY OWN FREE WILL.

Dated this	day of	, 20	
	SIGNATUR	E OF APPLICANT	

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS: Kevin Crumbo/mjiv 07/19/2024 Kevin Crumbo Date Director of Finance APPROVED AS TO FORM AND LEGALITY: July 17, 2024 Assistant Metropolitan Attorney Date APPROVED AS TO INSURANCE **REQUIREMENTS:** Balogun Cobb July 18, 2024 Director of Insurance Date Metropolitan Government FILED IN THE OFFICE OF THE METROPOLITAN CLERK: Metropolitan Clerk Date