

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

THIS AGREEMENT is entered by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, a municipal corporation of the State of Tennessee (hereinafter referred to as "FACILITY") and Vanderbilt University Medical Center (hereinafter referred to as "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 ((hereinafter referred to as "HOUSE STAFF").

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

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

WHEREAS, this Agreement represents a commitment by FACILITY to provide learning opportunities to 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, 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 Program Letter of Agreement (hereinafter referred to as "PLA"), signed by FACILITY and VUMC, and incorporated into this Agreement for HOUSESTAFF 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 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 physicians at the same level of training and experience acting under the same or similar circumstances in Nashville, Tennessee 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 to the patients for supervising the care and treatment 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 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 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, which shall include but is not limited to attending physician of patients at FACILITY, in caring for patients at FACILITY.
- C. The determination of the number of 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 Attachment 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 proprietary information is published.
2. Infringement of patient's rights to privacy is avoided.

FACILITY at its sole discretion has the right to refuse publication of any materials related to the clinical learning experience.

- E. VUMC shall submit to FACILITY a detailed HOUSE STAFF rotation schedule, which shall consist of, but not limited to, each HOUSE STAFF's name, days of rotation, and specialty.
- F. HOUSE STAFF shall not be considered employees of FACILITY and, as such, VUMC shall bear the responsibility for paying and providing salary, fringe benefits, malpractice and all other compensation to HOUSE STAFF participating under the terms of this Agreement.
- G. 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.
- H. 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. 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 **April 1, 2025** and continue until **March 31, 2030**. 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 this 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 within twenty-four (24) hours of its occurrence. This Agreement will immediately terminate upon the revocation or suspension of licensure of either party. Further, either party, at its sole discretion, may terminate this Agreement in the event the other party is given official notice of the institution of proceedings to suspend or revoke licensure.

VI. CONFIDENTIALITY

- A. The parties agree to keep confidential from third parties, except as required for accreditation purposes and compliance with the law, all information which relates to or identifies a particular patient, including but not limited to the name, address, medical treatment or condition, financial status, or any other personal information which is deemed to be confidential in accordance with applicable state and federal law including the Health Information Portability and Accountability Act of 1996, as codified at 42 U.S.C § 1320d (hereinafter referred to as "HIPAA"), the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. §17901 (hereinafter referred to as "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 hereinafter 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 a public record under the Tennessee Public Records Act. 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 HIPAA 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 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 whatsoever. METRO as a government entity is not required to provide workers compensation insurance. It does, however, provide a fully funded injured on duty benefit program for its employees.

IX. NOTIFICATION OF INCIDENTS

FACILITY shall provide notification as soon as reasonably possible of all incidents and occurrences involving VUMC personnel to the Vice President of Risk and Insurance Management, 3322 West End Avenue, suite 11000, Nashville, TN, 37203. Both parties shall have the right to investigate any such incident, occurrence or claim. Further, METRO will cooperate with VUMC in its investigation, including but is not limited to, providing VUMC with any necessary medical records and information VUMC should request.

X. NOTICES

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

FACILITY: Director of Health
Metro Public Health Department
2500 Charlotte Avenue
Nashville, TN 37209

VUMC: Whitney Browning, MD
Vanderbilt Pediatric Residency Program
Monroe Carell Jr. Children's Hospital at Vanderbilt
2200 Children's Way
Doctors Office Tower 8160
Nashville, TN 37232

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

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

XI. MEDIA

Each party agrees it will not use the other party's name, marks, or logos in any advertising, promotional material, press release, publication, public announcement, or through other media written or oral without the prior written consent of the other party.

XII. DISCRIMINATION

In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 54 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and 1975 and the Americans with Disabilities Act of 1990, and Title VI of the Civil Rights Act of 1964 each party hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, including admissions policies, employment, programs or activities.

XIII. ASSIGNMENT AND BINDING EFFECT

Neither party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other party. If an assignment, subcontract, or transfer of rights does not occur in accordance with this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

XIV. INDEPENDENT CONTRACTOR

Each party shall be considered to be an independent party and shall not be constructed to be an agent or representative of the other party, and therefore, shall have no liability for the acts or omissions of the other party. In addition, neither party nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents or subcontractors, shall be entitled to compensation, workers compensation, or employee benefits of the other party by virtue of this Agreement.

XV. WRITTEN AMMENDMENT/W AIVERS

This Agreement cannot be amended, modified, supplemented or rescinded except in writing signed by the partied 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 for 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 Ten Thousand dollars (\$10,000) or more, that party agrees to include this requirement in any subcontract.

- B. The parties agree that any attorney/client, accountant/client or other legal privilege shall not be deemed waived by virtue of this Agreement.
- C. These obligations shall survive termination of this agreement.

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.

Signature page follows.

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:

Whitney Browning, MD
Whitney Browning, MD (May 20, 2025 09:46 CDT)
Whitney Browning, MD
Program Director

05/20/2025

Date

Approved By:

Donald W Brady, MD
Donald W Brady, MD (May 21, 2025 07:26 GMT+9)
Donald W. Brady, MD
Executive VP for Educational and Medical Staff Affairs

05/21/2025

Date

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signed by: Sanmi Areda 6/3/2025
08722956D81A4B1...
 Director, Metro Public Health Department Date

Signed by: Tené Hamilton Franklin 6/3/2025
BEBF0BBF14D14B0...
 Chair, Board of Health Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by: Jenine Reed/mjw 6/25/2025
62377A2A8742469...
 Director, Department of Finance Date
 Initial DS
 DH AP
 APPROVED AS TO RISK AND INSURANCE:

DocuSigned by: Balagun Cobb 6/25/2025
68804BF12FD741C...
 Director of Risk Management Services Date
 APPROVED AS TO FORM AND LEGALITY:

Signed by: Matthew Garth 7/1/2025
66F60922930844F...
 Metropolitan Attorney Date
 FILED:

 Metropolitan Clerk Date

ATTACHMENT I

PROGRAM LETTER(S) OF AGREEMENT

Currently Active Programs:

**Program Letter of Agreement
FOR RESIDENT/CLINICAL FELLOW EDUCATION AT AFFILIATED INSTITUTION
IN THE PEDIATRIC RESIDENCY PROGRAM
BETWEEN
VANDERBILT UNIVERSITY MEDICAL CENTER
AND
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

INTRODUCTION

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

The Pediatric Residency Program ("PROGRAM") sponsored by Vanderbilt University Medical Center ("VUMC") provides a rotation at the Metropolitan Government of Nashville and Davidson County 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**

Clinical Care

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

Knowledge

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

Interpersonal skills and communication

3. To further develop the ability to practice patient-centered care by improving awareness and communication skills with culturally diverse patient populations and staff.

4. To demonstrate cultural competency and engage in appropriate discussions about different perspectives and approaches to patient management and medical system design.

Professionalism

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

Systems

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

Impact

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

ASSIGNMENT OF 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 AGENTS or REPRESENTATIVES 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.

Joanna Shaw-KaiKai, MD, FACP, MPH (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)

Rotation length is approximately one month.

HOUSE STAFF RESPONSIBILITIES

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

HOUSE STAFF EVALUATIONS

Joanna Shaw-KaiKai, M.D., 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. SUPERVISION OF HOUSE STAFF:

- A. VUMC AND AFFILIATE INSTITUTION at all times will adhere to the supervision by appropriately credentialed and privileged AGENTS or REPRESENTATIVES at the AFFILIATE INSTITUTION and policies established under the guidelines of the AFFILIATE INSTITUTION.
- B. HOUSE STAFF shall be given a clear means of identifying AGENTS or REPRESENTATIVES of the AFFILIATE INSTITUTION who are responsible for the client interactions and will be provided with rapid, reliable systems for communicating with AGENTS OR REPRESENTATIVES at all times.
- C. Schedules will be structured to provide HOUSE STAFF with appropriate consultation with the AGENTS or REPRESENTATIVES.

III. OVERSIGHT

- A. AFFILIATE INSTITUTION will have written policies and procedures 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

Whitney Browning, MD
Whitney Browning, MD (May 20, 2025 09:46 CDT)

Whitney Browning, MD
Pediatric Residency Program Director

05/20/2025

Date:

Kyla Terhune
Kyla Terhune (May 22, 2025 11:54 CDT)

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

05/22/2025

Date:

AFFILIATE INSTITUTION

DocuSigned by:

Joanna Shaw-KaiKai
F0EB3ACD4AFC4G1...

Joanna Shaw-KaiKai, MD, FACP, MPH
Title: Medical Services Director

6/3/2025

Date:

SITE DIRECTOR

DocuSigned by:

Joanna Shaw-KaiKai
F0EB3ACD4AFC4G1...

Joanna Shaw-KaiKai, MD, FACP, MPH

6/3/2025

Date:

Program Letter of Agreement
FOR RESIDENT/CLINICAL FELLOW EDUCATION AT AFFILIATED INSTITUTION
IN ADULT INFECTIOUS DISEASES
BETWEEN
VANDERBILT UNIVERSITY MEDICAL CENTER
AND
METROPOLITAN PUBLIC HEALTH DEPARTMENT

INTRODUCTION

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

The [Adult Infectious Diseases](#) Program ("PROGRAM") sponsored by Vanderbilt University Medical Center ("VUMC") provides a rotation at [Metropolitan Public Health Department](#) as an Affiliate Institution ("AFFILIATE INSTITUTION"). The overall objective of this Agreement is to enhance the educational experience of 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**

The objective of this training is for the House Staff to become skilled at providing care and managing TB treatment and prevention for outpatients with complicated case histories, as well as to become knowledgeable regarding TB and its sequelae.

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.

TIMOTHY R. STERLING, M.D., 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)

This clinic meets on Friday mornings. One fellow will attend this clinic each week for the entire academic year. These will be rotating fellows based on their clinic schedules.

HOUSE STAFF RESPONSIBILITIES

1. Plan treatment and follow-through for new and old patients
2. Prescribe medications
3. Perform medical evaluations of patients under the direction of VANDERBILT faculty
4. Participate in clinic outreach activities as appropriate
5. Attend in-service educational activities as appropriate
6. Participate in joint METRO/VANDERBILT research projects regarding tuberculosis as appropriate

HOUSE STAFF EVALUATIONS

Nora Gilgallon-Keele will make sure that the evaluation, (that we have in New Innovations), will be sent to Dr. Sterling, (or any other faculty that Dr. Moore will be working with), and will be sure to get these evaluations to the Program Director, Dr. Christina Fiske.

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. 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.
- C. 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 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

Christina Fiske

Christina Fiske (May 20, 2025 09:54 CDT)

Program Director: Christina Fiske, MD, MPH
Program: Infectious Diseases, Adult

05/20/2025

Date:

Kyla Terhune

Kyla Terhune (May 22, 2025 11:54 CDT)

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

05/22/2025

Date:

AFFILIATE INSTITUTION

DocuSigned by:

Joanna Shaw-KaiKai

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Joanna Shaw-KaiKai, MD, FACP, MPH
Title: Medical Services Director

6/3/2025

Date:

SITE DIRECTOR

Timothy R. Sterling

Timothy R. Sterling (Jun 2, 2025 13:55 CDT)

Timothy Sterling, MD

06/02/2025

Date:

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 Public Health Department 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 Public Health Department employee's duties.

I agree to the following conduct to participate in a ride-along with Metropolitan Public Health Department 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 CAREFULLY READ THIS RIDE-ALONG REQUEST, WAIYER, 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 WAIYER AND INDEMNIFICATION AGREEMENT OF MY OWN FREE WILL.

Dated this _____ day of _____, 20____.

SIGNATURE OF APPLICANT