

Graduate Medical Education

Program Letter of Agreement

Purpose:

The purpose of this agreement is to maintain high quality educational experiences for residents from TriStar Skyline Medical Center known as the "Sponsoring Institution" assigned to Nashville Fire Department EMS known as the "Participating Institution"; to support and document compliance with the ACGME Institutional and Common Program requirements; to ensure proper verification of the credentials and training level of residents assigned to the Participating Institution; and to clarify the responsibilities of the parties.

Parties:

Sponsoring Institution: TriStar Skyline Medical Center
Hospital/Residency Program: Emergency Medicine Residency Program
Residency/Fellowship Program Director: Carmen Wolfe, MD
GME/Program Contact(s) Information: Laura Wayman, MD, DIO

Participating Institution: Nashville Fire Department EMS
Local Site Director: Fred Smith
Department/GME/Office Contact Information:
63 Hermitage Ave
Nashville, TN 37210
615-862-5421

Term of the Agreement:

The initial term of this Agreement shall be one (1) year, commencing 09/01/2023, and will remain in effect for five years, or until updated, changed or terminated by the Residency/Fellowship Program and Participating Site. This agreement may be terminated by any party, for any reason, by the party electing to terminate giving the other parties a ninety (90) day written notice of such election to terminate. This Agreement shall terminate ninety (90) days from the date of delivery of such notice.

The Sponsoring Institution and Participating Institution agree to the following responsibilities regarding the educational assignment of resident(s): The faculty at Participating Institution must provide appropriate supervision of residents/fellows in patient care activities and maintain a learning environment conducive to educating the residents/fellows in the ACGME competency areas. The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment

Responsibilities of Participating Institution

Participating Institution shall provide administrative, educational and supervisory services and support for Residents during the period of assignment to Participating Institution.

Local Site Director Responsibilities

The local site director and/or local site director listed above will have primary responsibility for direction, teaching, supervision, and evaluation of Residents during this rotation. The local site

director' responsibilities include completing an evaluation of the resident at the end of each rotation and submitting it to the Program Director of the Sponsoring Institution Residency Program. Other local site directors, if any, should be consulted regarding the evaluation. The evaluation of Residents' performance should be based upon the written educational goals and objectives to be attained, as indicated in the attachment, for the period of assignments stated above.

Responsibilities of Sponsoring Institution

Sponsoring Institution will maintain ultimate responsibility for the program, as described in the ACGME Institutional Requirements. Sponsoring Institution will employ the assigned Residents and will continue Residents' salary and fringe benefits while they are assigned to Participating Institution. Sponsoring Institution will provide resources and assistance to Participating Institution and to supervising local site director required to meet the educational purposes of this agreement.

Sponsoring Institution Program Director Responsibilities

The Sponsoring Institution Residency Program Director, will retain ultimate responsibility for Residents' education during these rotations, in accordance with ACGME Institutional and Common Program Requirements, and will be available to provide assistance and direction to the local site director as needed. Prior to the start of each academic year (July 1 – June 30), or prior to the start of the initial resident assignment, Sponsoring Institution Residency Program Director shall provide the Participating Institution Department of Graduate Medical Education with a list of the Residents who will be assigned to the Participating Institution and a copy of the program's block rotation schedule for the current academic year showing the dates (blocks) Residents will be assigned to the Participating Institution.

Resident Responsibilities

Residents will work under the direction and supervision of the local site director(s) listed above to achieve the stated educational goals and objectives of the rotation. Residents will participate in direct patient care activities during this educational assignment. Residents will strive to maintain the highest standards of professional conduct during the assignment.

Duration of Resident Assignment:

The duration(s) of the assignment(s) to the Participating Site is (are):
2-week rotation (Elective rotation for the Emergency Medicine residency program)

Content of the Educational Experience:

The Educational Goals and Objectives of the assignment to Participating Institution shall be provided by Sponsoring Institution Program Director, **shall be attached to this Agreement [Attachment A]**, and shall be distributed to the faculty and residents participating in the assignment.

Policies, Rules and Regulations that Govern Resident Education:

Residents will be under the general direction of the TriStar Nashville GME Education Policy and Procedure Manual regarding educational matters as well as the Participating Site's policies, rules and regulations regarding patient care activities.

Liability Insurance:

Sponsoring Institution will provide professional and comprehensive general liability insurance or self insurance with policy limits of \$3,000,000 each occurrence and \$5,000,000 in the aggregate and will provide professional and comprehensive general liability insurance or self insurance with policy limits of \$1,000,000 each occurrence and \$3,000,000 in the aggregate covering each resident while resident is on rotation at Participating Institution and performing activities under the auspices of the training program. Sponsoring Institution will not be responsible for specific acts which residents are required to carry out at the direction of Participating Institution employees and which the residents carry out in conformity with that direction. In the event that any of the coverage required is provided on a claims made basis, the Sponsoring Institution shall provide so-called tail coverage at the limits of liability described herein for such time as the applicable statute of limitations permits the filing for claims arising in connection with the resident's or faculty member's services at the Participating Institution.

In addition, Participating Institution will maintain professional and comprehensive general liability insurance programs, covering its own potential liability, at all times during the program, with policy limits of **\$3,000,000 each occurrence and \$5,000,000 in the aggregate**. Participating Institution will provide, upon written request, evidence via a certificate of insurance of whatever liability insurance or defined self-insurance programs that it may carry to fulfill the requirements hereinabove set forth. Each party shall cooperate with and grant the other party written notice of claims received which arise in connection with training programs at the Participating Institution involving residents of the Sponsoring Institution. This provision shall survive termination of this Agreement.

Agreement Limited to Educational Purposes

The terms of this Agreement are limited to educational purposes and objectives and do not extend to any other clinical activities (e.g. "moonlighting") that Residents may be participating in with the Sponsoring Institution.

Mutual responsibilities:

The parties shall cooperate to fulfill the following mutual responsibilities:

1. Each party shall comply with all federal, state, and municipal laws, rules, and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to:

HIPAA Requirements: To the extent required by law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA"), and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement.

Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services, to the extent required for determining compliance with the Federal Privacy Regulations.

2. Residents shall be treated as trainees who have no expectation of receiving compensation or future employment from the Participating Institution.
3. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or residents because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. The parties also agree to ensure that applicants and employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status, or national origin.
4. The confidentiality of patient records and resident records shall be maintained at all times.

Miscellaneous Terms:

The following terms shall apply in the interpretation and performance of this Agreement:

1. Each party shall be responsible for any personal injury or property damage or loss resulting from its own negligence.
2. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

Sponsoring Institution:

Carmen Wolfe 10/2/2023
Carmen Wolfe, MD Date
Program Director Signature

Laura Wayman 10/2/2023
Laura Wayman, MD Date
Designated Institutional Official Signature

Participating Institution:

Fred Smith 9/28/2023
Fred Smith Date
Local Site Director Signature

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

RECOMMENDED AND APPROVED BY:



William Swann, Director Chief
Nashville Fire Department

October 6, 2023

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

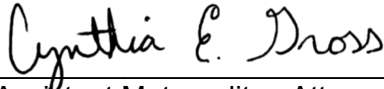


Kevin Crumbo
Director of Finance

1/2/2024

Date

APPROVED AS TO FORM AND LEGALITY:

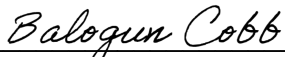


Assistant Metropolitan Attorney

October 5, 2023

Date

APPROVED AS TO INSURANCE
REQUIREMENTS:



Director of Insurance
Metropolitan Government

October 5, 2023

Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date