

**CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH AND
AMERICAN PUBLIC UNIVERSITY SYSTEM ON BEHALF OF ITS
SCHOOL OF HEALTH SCIENCES**

This Agreement is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH**, a municipal corporation of the State of Tennessee (hereinafter referred to as "MPHD") and **AMERICAN PUBLIC UNIVERSITY SYSTEM ON BEHALF OF ITS SCHOOL OF HEALTH SCIENCES** (hereinafter referred to as "SCHOOL").

WHEREAS, **SCHOOL** is engaged in the higher education and training of students in various health professions through its graduate and undergraduate programs and is in need of clinical and non-clinical experience opportunities for its students; and

WHEREAS, **MPHD** has a wide range of clinical and non-clinical experiences available to appropriate students.

NOW THEREFORE, in consideration of the mutual benefits, the parties agree as follows:

I. GENERAL PROVISIONS

- 1.1 At least one month prior to the beginning of each clinical or non-clinical experience (hereinafter referred to as a "Program"), the start date and length of the Program will be mutually agreed upon by the parties.
- 1.2 The number of students eligible to participate in the Program will be mutually determined by the parties at least one month prior to the beginning of the Program and, thereafter, may only be altered by mutual agreement of the parties. In no event shall more than ten (10) School students be concurrently placed at a single MPHD facility pursuant to this Agreement.
- 1.3 Factors to be considered by the parties in determining start dates, program length and student numbers shall be: (i) the number of staff members available to train students; (ii) the work load of staff members; and (iii) the vacation schedule of staff members.
- 1.4 **SCHOOL** and **MPHD** will designate and submit in writing to the other the name of the person to be responsible for coordination of the Program on its behalf. Those persons will

be called 'Program Coordinators'. **SCHOOL** and **MPHD** will notify the other in writing of any change or proposed change of their respective Program Coordinator.

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

II. RESPONSIBILITIES OF SCHOOL

- 2.1 **SCHOOL** will assign to **MPHD** students enrolled in its various educational programs for the purpose of receiving clinical and non-clinical instruction and experience.
- 2.2 **SCHOOL** will assign to **MPHD** only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum. Prior to assignment, **SCHOOL** shall provide **MPHD** with a competency assessment of each student which addresses the student's: (i) knowledge of patient age-specific needs and (ii) knowledge of infection control, safety, and emergency procedures. **SCHOOL** shall also ensure that students are properly trained on all applicable patient privacy laws and regulations, including, but not limited to, HIPAA, as defined below.
- 2.3 **SCHOOL** will establish the criteria for evaluating the quality of student performance in the Program.
- 2.4 **SCHOOL** shall assign grades for the clinical or non-clinical performance of each student based upon their quality of performance as determined by **MPHD** and **SCHOOL's** Program Coordinators.
- 2.5 Prior to a student's arrival at **MPHD**, **SCHOOL** will provide **MPHD** with the name and biographical information for each student assigned to **MPHD**.
- 2.6 Prior to a student's arrival at **MPHD**, **SCHOOL** will provide the student with a copy of **MPHD's** orientation materials and **MPHD's** written regulations which will govern the student's activities while at **MPHD**.
- 2.7 **SCHOOL** is responsible for supplying any additional information furnished or required by **MPHD** prior to the arrival of a student at **MPHD**.

- 2.8 **SCHOOL** shall provide professional liability insurance for its students' and faculty while they are engaged in the Program at **MPHD** in a minimum amount of \$1,000,000/\$3,000,000 and will provide **MPHD** with a certificate of insurance evidencing such coverage naming the Metropolitan Government of Nashville and Davidson County as a certificate holder.
- 2.9 Prior to a student's arrival at **MPHD**, **SCHOOL** will provide **MPHD** with proof that all students assigned to **MPHD** are covered by appropriate health insurance.
- 2.10 Prior to a student's arrival at **MPHD**, **SCHOOL** shall provide **MPHD** with proof that for each assigned student it has: (i) completed a recent physical examination demonstrating the student's ability to perform the essential functions of the job (with or without reasonable accommodations); (ii) completed a pre-placement drug screen and two-step TB testing; (iii) obtained proof of exposure to or vaccination against Rubella, Rubeola and Varicella; and (iv) offered the student the option of receiving Hepatitis B vaccine.
- 2.11 **SCHOOL** shall notify its students that for the purpose of workers' compensation claims, the students are not considered employees of **MPHD** and **MPHD** shall not be responsible for any accidents, job-related injury or illness incurred by any student as a result of the student's participation in the Program at **MPHD**.
- 2.12 **SCHOOL** agrees that all its faculty are employees of **SCHOOL** and shall be covered by **SCHOOL's** workers' compensation insurance for any accidents or related injury or illness incurred by any faculty of **SCHOOL** as a result of their participation in the Program at **MPHD**.
- 2.13 **SCHOOL** will enforce the rules and regulations governing students that are established by **MPHD**.
- 2.14 **SCHOOL** shall immediately remove a student from the Program upon the written request of **MPHD** made in accordance with Section 3.8, below.
- 2.15 **SCHOOL** shall comply with all federal, state and local laws and/or regulations relative to its activities in Tennessee.
- 2.16 **SCHOOL** shall provide supervision by **SCHOOL** instructor of any pre-specialty year students performing any procedures. Students completing their specialty year or postgraduate (including post masters and Doctor of Nursing Practitioner) clinical rotations will work under the direct supervision of a designated **MPHD** employee and are not required to have a University instructor present.

III. RESPONSIBILITIES OF MPHD

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

IV. TERMINATION

- 4.1 Term of Agreement. This Agreement shall commence the 1st day of March 2024 and shall continue in full force and effect for a period of five (5) years unless terminated sooner as set forth in Section 4.2 and Section 4.3, below.

- 4.2 Termination. Either party hereto may terminate this Agreement, without cause, upon giving the other party thirty (30) days written notice of such intention to terminate. In the event of termination before participating students have completed the then-current term, such students may be permitted to complete the then-current term subject to the agreement of both parties.
- 4.3 Lack of Funding. Should funding for this Agreement be discontinued, **MPHD** shall have the right to terminate this Agreement immediately upon written notice to **SCHOOL**.
- 4.4 Breach. Should **SCHOOL** 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, **MPHD** shall identify the breach and **SCHOOL** shall cure the performance within ten (10) days. If **SCHOOL** fails to satisfactorily provide cure, **MPHD** shall have the right to immediately terminate this Agreement. Such termination shall not relieve **SCHOOL** of any liability to **MPHD** for damages sustained by virtue of any breach by **SCHOOL**.

V. MISCELLANEOUS

- 5.1 Background Checks. **SCHOOL** attests that all its students have completed a background check which satisfies all **MPHD** standards and requirements for background checks prior to being released to a clinical or non-clinical experience at **MPHD**. A letter of attestation of such will be provided upon request.
- 5.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 5.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. If an assignment does occur in accordance with this Agreement, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 5.4 Authority. **SCHOOL** warrants and represents to **MPHD** that **SCHOOL's** execution of this Agreement has been duly authorized by **SCHOOL's** governing body.
- 5.5 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include

the masculine, feminine and neuter and the number of all words shall include the singular and plural.

- 5.6 Confidentiality. All patient records and all **MPHD** statistical, financial, confidential, and/or personnel data received, stored or viewed by **SCHOOL** shall be kept in the strictest confidence by **SCHOOL** and its students. The **SCHOOL's** obligation to keep information confidential will not apply if disclosure is required by state or federal law or regulations, including without limitation, the Tennessee Public Records Act.
- 5.7 Controlling Agreement. This document, as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Accepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- 5.8 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.
- 5.9 Indemnification and Hold Harmless. **SCHOOL** shall indemnify and hold harmless **MPHD**, its officers, agents, and employees from:
- a. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of **SCHOOL**, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this Agreement, and
 - b. Any claims, damages, penalties, costs, and attorney fees arising from any failure of **SCHOOL**, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- 5.10 Interpretation. Each party hereto acknowledges that it has had ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party.
- 5.11 Non-Discrimination. **SCHOOL** shall not discriminate against any person on the basis of age, color, disability, gender, handicapping condition (including AIDS or AIDS related

conditions), national origin, race, religion, sexual orientation or any other class protected by law or regulation.

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

To MPHD: Metropolitan Public Health Department
Director
2500 Charlotte Avenue
Nashville, TN 37209

To SCHOOL: _____
Brian Freeland, ED
Dean
School of Health Sciences
111 W. Congress Street
Charlestown, WV 25414
With a copy to: Legal@apus.edu

- 5.13 Publicity. Subject to the provisions of the Tennessee Public Records Act, neither **MPHD** nor **SCHOOL** shall cause to be published or disseminated any advertising materials', either printed or electronically transmitted which identify another party or its facilities with respect to this Agreement without the prior written consent of the other party. Nothing in this section shall prohibit **MPHD** 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.

- 5.14 Relationship of Parties. None of the provisions in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent contractors contracting on an equal basis with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, franchisee, employer, representative, partner or joint venture of the other, nor shall either party represent to any other person or entity that the relationship created by this Agreement is anything other than as described in this paragraph.

- 5.15 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- 5.16 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. **MPHD** and/or **SCHOOL**, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.
- 5.17 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.
- 5.18 HIPAA Requirements. To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as codified at 42 U.S.C. Section 1320d and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individuality Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of the Agreement.
- 5.19 FERPA. Each party acknowledges that information, if any, received from the School regarding its students may be protected by the Family Educational Rights and Privacy Act ("FERPA"), and agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the student's written consent, provided that **SCHOOL** identifies in writing for **MPHD** those records entitled to protection under FERPA. Nothing in this section shall prohibit **MPHD** 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.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

SCHOOL: American Public University System

By: Brian Freekind

Sworn to and subscribed to before me, a Notary Public this 22nd day of March, 2024, by Brian Freekind, the _____ of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public: Jennifer A. Glass

My Commission Expires: 7/31/24

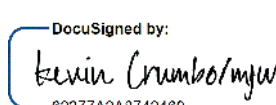

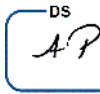


METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
Gill C Wright III, MD 4/15/2024
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Director, Metro Public Health Department Date

DocuSigned by:
Tené Hamilton Franklin 4/16/2024
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Chair, Board of Health Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:    4/17/2024
62377A2A8742489...
Director, Department of Finance Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb 4/17/2024
68804BF12FD741C...
Director, Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth 5/31/2024
Metropolitan Attorney Date

FILED:

Metropolitan Clerk Date

