

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY
AND THROUGH THE NASHVILLE FIRE DEPARTMENT, EMERGENCY MEDICAL SERVICES
DIVISION
AND
VANDERBILT UNIVERSITY MEDICAL CENTER

THIS AGREEMENT ("Agreement") is entered into by and between the Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Fire Department, Emergency Medical Services Division, Nashville, Tennessee (hereinafter referred to as "AGENCY") and Vanderbilt University Medical Center, Nashville, Tennessee, a Tennessee not-for-profit corporation (hereinafter referred to as "VUMC"). AGENCY and VUMC are each referred to as a "Party" and are collectively referred to as the "Parties."

WITNESSETH

WHEREAS, VUMC desires to provide students enrolled in VUMC's Emergency Medical Technician ("EMT") Externship program (hereinafter referred to individually as "STUDENT" and collectively as "STUDENTS") with the opportunity to experience clinical training at AGENCY ("PROGRAM"); and

WHEREAS, AGENCY has the expertise to provide such clinical training to STUDENTS.

NOW THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

I. RESPONSIBILITIES OF THE PARTIES

A. SCOPE OF ASSIGNMENT

1. AGENCY agrees to accept STUDENTS from VUMC for clinical training under the terms and conditions outlined in this Agreement. VUMC shall recommend STUDENTS for the PROGRAM who have fulfilled the prerequisites and meet the requirements as outlined in this Agreement.
2. VUMC shall designate a staff member who is acceptable to AGENCY, to serve as liaison between AGENCY and VUMC. AGENCY shall designate a staff member who is acceptable to VUMC, to serve as a liaison between AGENCY and VUMC.
3. AGENCY and VUMC shall inform one another of any changes in academic curriculum, and any changes in availability of learning opportunities.
4. AGENCY or VUMC may request withdrawal of a STUDENT from an assignment at any time. The Party requesting such withdrawal shall notify the other Party, and the withdrawal shall be upon the terms and conditions agreed to by AGENCY and VUMC.

B. RESPONSIBILITIES OF AGENCY

1. AGENCY shall be responsible for: coordinating and directing STUDENTS' clinical training experience; coordinating and directing STUDENTS' clinical training schedules; evaluating STUDENTS' performance while STUDENTS are at AGENCY; and providing a planned and supervised program for STUDENTS while they are at AGENCY.
2. AGENCY shall have sole responsibility for patient care services at AGENCY and shall be responsible for the supervision of all STUDENTS participating in the PROGRAM.
3. AGENCY shall provide supervision of STUDENTS and maintain a sufficient level of staff support to carry out normal service functions so that STUDENTS will not be performing services in lieu of staff at AGENCY.
4. AGENCY shall provide STUDENTS immediate first aid for work-related injuries or illnesses, including needlesticks, as may be necessary, in accordance with applicable recommendations from the Centers for Disease Control and Prevention ("CDC").
5. AGENCY shall notify VUMC of any event requiring immediate first aid as well as any blood or body fluid exposures. AGENCY shall direct STUDENT to closest appropriate facility for any additional testing and/or treatment that is required, if such testing and/or treatment is not available at AGENCY. The cost of any immediate first aid provided hereunder shall be the responsibility of the STUDENT. Additionally, the cost of follow-up, referrals, x-rays, or laboratory tests that may be necessary shall not be borne by AGENCY, but shall be the responsibility of the individual STUDENT, regardless of whether these services are covered by the STUDENT's health insurance.

C. RESPONSIBILITIES OF VUMC

1. VUMC is solely responsible for academic matters pertaining to STUDENTS under this Agreement.
2. VUMC shall determine eligibility for and, if appropriate, grant appropriate course credit to STUDENTS upon successful completion of the PROGRAM at VUMC.
3. Subject to any restrictions set forth under applicable law regarding the confidentiality of a student's educational records, VUMC shall provide AGENCY any information as AGENCY may reasonably request regarding STUDENTS' qualifications for those students recommended by VUMC for assignment to AGENCY. Such information shall be provided to AGENCY prior to the assignment of a STUDENT to AGENCY or otherwise upon AGENCY's request. Any transfer of information between the Parties from a STUDENT's educational records shall only be made with the STUDENT's written consent and in accordance with all applicable law regarding the confidentiality of a student's educational records, including the Family Educational Rights and Privacy Act ("FERPA").
4. STUDENTS admitted to AGENCY for clinical training as part of PROGRAM shall be subject to all applicable policies and regulations of VUMC and AGENCY.

5. While at AGENCY participating in the PROGRAM hereunder, STUDENTS are considered to be, and shall be treated as, students and trainees who have no expectation of receiving compensation, future employment, or employee benefits (including workers' compensation or injury on duty benefits) from AGENCY.
6. VUMC shall require STUDENTS and faculty, if appropriate, to have the following immunizations:
 - a. PPD tuberculin skin test or chest x-ray within one year of clinical experience.
 - b. Positive serology of immunity to Rubella and Rubeolla or MMR vaccination.
 - c. Hepatitis B vaccinations or waiver indicating refusal.
 - d. Positive serology of immunity to varicella or immunization.
7. VUMC shall prohibit STUDENTS from submitting for publication any material relating to the clinical education experience at AGENCY as part of the PROGRAM without prior written approval of both AGENCY and VUMC.

II. TERM AND TERMINATION

- A. This Agreement shall become effective January 1, 2024, and continue for three (3) years until December 31, 2026. The Parties agree that they shall periodically evaluate the PROGRAM and policies, discuss any related problems, and make appropriate revisions in this Agreement in accordance with Section XIV below.
- B. This Agreement may be terminated by either Party at any time upon not less than thirty (30) days prior written notice to the other Party; except that any STUDENT from VUMC who is currently participating in the PROGRAM at AGENCY when notice of termination is given will be permitted to complete his or her training period as previously scheduled. This Agreement shall be terminated immediately, and STUDENTS withdrawn from AGENCY, if either party's certification of license to operate is repealed or suspended by any governmental licensing or certifying agency.

III. INDEMNIFICATION

- A. AGENCY will not indemnify, defend, or hold harmless in any fashion VUMC. from any claims regardless of any language in any attachment or other document that Nashville VUMC may provide.
- B. VUMC shall indemnify and hold harmless AGENCY, its officers, agents, and employees, from 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 VUMC its officers, employees, volunteers, and/or agents, including its sub or independent contractors (other than Metro), in connection with the performance of the agreement.

IV. INSURANCE

- A. VUMC shall provide, or cause STUDENTS assigned to AGENCY to obtain, professional liability coverage in a minimum amount of \$1,000,000/\$3,000,000 covering STUDENTS while they are on assignment at AGENCY. Before signing by the Parties, VUMC shall provide AGENCY with a Certificate of Insurance evidencing the above coverage. VUMC may utilize a program of self-insurance to fulfil its obligations hereunder.
- B. VUMC shall provide, or cause STUDENTS to obtain, health insurance covering STUDENTS during the term of their assignment at AGENCY, and provide AGENCY with evidence of such coverage upon request.
- C. VUMC will endeavor to provide AGENCY with notice of any cancellation or significant change of either professional liability insurance or health insurance coverages thirty (30) days prior to such cancellation or change.
- D. AGENCY shall maintain in full force and effect during the term of this Agreement insurance covering claims for the acts or omissions of AGENCY personnel as prescribed by the Tennessee Government Tort Liability Act in TCA § 29-20-101, *et. seq.* and may provide such coverage through a program of actuarially sound self-insurance. AGENCY will utilize a program of self-insurance.

V. CONFIDENTIALITY

- A. The Parties agree to keep confidential 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 and will so notify its employees, contractors, subcontractors, agents, and representatives of such agreement.
- B. The Parties agree that only for purposes of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d et seq., and the privacy and security provisions of the Health Information Technology for Economic and Clinical Health Act, as each may be amended from time to time, and any current and future regulations promulgated thereunder (collectively, "HIPAA"), STUDENTS shall be considered members of AGENCY's workforce, as that term is defined at 45 C.F.R. § 160.103, when participating in the PROGRAM under this Agreement at AGENCY. Notwithstanding the preceding, STUDENTS are not and shall not be considered to be employees of AGENCY.
- C. Except as otherwise stated in this Agreement, VUMC shall not have access to any of AGENCY'S patients' protected health information as defined at 45 C.F.R. § 160.103, unless such access is otherwise permitted by HIPAA and other applicable laws.

VI. NOTIFICATION OF CLAIMS

Each Party agrees to notify the other Party as soon as possible in writing of any incident, occurrence, or claim arising out of or in connection with this Agreement, which could result in a liability or claim of liability to the other Party. Further, the notified Party shall have the right to

investigate said incident or occurrence and the notifying Party will cooperate fully in this investigation.

VII. NOTICES

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

AGENCY: Fred Smith
Nashville Metropolitan Fire Department
63 Hermitage Ave
Nashville, TN 37210
Fred.Smith@nashville.gov

VUMC: Center for Programs in Allied Health
Vanderbilt University Medical Center
2215 Garland Ave.
Light Hall, Suite 312

Nashville, TN 37232-5510

with a copy to: Office of Contracts Management
Vanderbilt University Medical Center
3319 West End Avenue, Suite 100
Nashville, TN 37203-6869
Attention: Director

VIII. MEDIA

Each Party agrees it will not use the other Party's name or programs 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.

IX. 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 VII 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.

X. 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.

XI. FORCE MAJEURE

If either Party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder for any reason beyond such Party's direct control, including but not limited to, strike, lockouts, labor troubles, governmental or judicial actions or orders, riots, insurrections, war, acts of God, inclement weather, or other reason beyond the Party's control (a "Disability") then such Party's performance shall be excused for the period of the Disability. The Party affected by the Disability shall notify the other Party of such Disability as provided for herein.

XII. 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, has 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 (injury on duty), or employee benefits of the other Party by virtue of this Agreement. The Parties hereby agree that no STUDENT in the PROGRAM is considered a governmental employee pursuant to T.C.A. § 29-20-107.

XIII. COUNTERPART SIGNATURE

This Agreement may be executed in one or more counterparts (by facsimile transmission, portable document format, or otherwise), each of which counterpart shall be deemed an original Agreement and all of which shall constitute but one Agreement.

XIV. WRITTEN AMENDMENT/WAIVERS

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

XV. 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.

XVI. CONSTRUCTION OF THE 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.

XVII. NON-EXCLUSIVITY

This Agreement is non-exclusive, and each Party shall have the right to enter into similar Agreements with other parties.

XVIII. 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.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the last signature date specified below.

FOR VANDERBILT UNIVERSITY MEDICAL CENTER

Approved By:

Donald W Brady, MD

Donald W Brady, MD (Jan 31, 2024 05:55 EST)

Donald W. Brady, MD
Executive Vice Dean for Academic Affairs
Executive Vice-President for Educational Affairs

31/01/2024

Date

**FOR METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY,
ACTING BY AND THROUGH THE NASHVILLE FIRE DEPARTMENT, EMERGENCY
MEDICAL SERVICES DIVISION**



Name: William Swann
Title: Director Chief

January 31, 2024
Date



Name: Frederick Smith
Title: Deputy Director EMS Operations

January 31, 2024
Date

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mju

Kevin Crumbo, Director
Department of Finance

2/6/2024

Date

APPROVED AS TO INSURANCE
REQUIREMENTS:

Balogun Cobb

Director of Insurance
Metropolitan Government

2/2/2024

Date

APPROVED AS TO FORM AND LEGALITY:

Phylinda Ramsey

Assistant Metropolitan Attorney

2/5/2024

Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date


VUMC118119 - Metropolitan Government of Nashville and Davidson County Allied Health Agreement (Emergency Medical Technician(EMT) Nashville Fire Department (NFD))


Final Audit Report


2024-01-31


Created:	2024-01-30
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"VUMC118119 - Metropolitan Government of Nashville and Davidson County Allied Health Agreement (Emergency Medical Technician(EMT) Nashville Fire Department (NFD))" History


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 Signer donald.w.brady@vumc.org entered name at signing as Donald W Brady, MD
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