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Clinical Affiliation Agreement
Between
Vanderbilt University Medical Center
And
The Metropolitan Government of Nashville and Davidson County acting by and through the Davidson County Drug Court

This Clinical Affiliation Agreement ("Agreement") is entered into by and between Vanderbilt University Medical Center, a Tennessee not for-profit corporation (hereinafter referred to as "Vanderbilt") and The Metropolitan Government of Nashville And Davidson County, acting. by and through the Davidson County Drug Court located in Nashville, Tennessee (hereinafter referred to as "Drug Court").

Pursuant to this Agreement, the Drug Court and Vanderbilt agree to cooperate in the implementation of a program of clinical instruction and training at the Drug Court for Allied Health Students of Vanderbilt University Medical Center's Dietetic Program (hereinafter referred to as "Allied Health").

I. Term and Termination

A. This Agreement shall become effective upon approval of the Metropolitan Council and filing with the Metropolitan Clerk and shall continue for a period of five (5) years unless terminated earlier as provided in this Agreement.

B. This Agreement may be terminated by either party at any time upon not less than thirty (30) days prior written notice by certified mail, return receipt requested to the other party, (the address of each party is provided in Section VI, Notices}, provided that any student from the School of Nursing who is currently participating in a clinical training program at Drug Court when notice of termination is given will be permitted to complete his or her program at Drug Court as previously scheduled. This Agreement shall be terminated immediately if either party's certification or license to operate is repealed -or suspended.

C. This Agreement cannot be amended, modified, supplemented, or rescinded except in writing signed by the parties hereto.

II. Responsibilities of Vanderbilt University Medical Center

A. Assume responsibility, in coordination with Drug Court, for the assignment of students and the planning of the Program. No student shall be assigned to Drug Court without the prior consent of Allied Health.

B. Inform students to maintain the confidentiality of 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.

C. Provide assurance that health insurance and professional liability insurance is in effect for students during the term of their assignment at Drug Court.

D. Ensure that students have received the following immunizations:

1. PPD tuberculin skin test or chest x,-ray within one year of clinical experience.
2. Positive serology of immunity to Rubella and Rubeola or MMR• vaccination.
3. Hepatitis B vaccinations or waiver indicating refusal.
4. Positive serology of immunity to varicella or immunization.
5. Annual flu vaccine to cover designated flu s·eason.

E. Provide training and education programs to all students on the OSHA/Blood Borne Pathogens and HIPAA regulations prior to their clinical rotation.

III. Responsibilities of Drug Court

A To accept students for clinical experiences in the areas for which placement has been mutually reviewed, planned, and arranged. These clinical experiences are to be negotiated between the parties on a semester-to-semester basis.

B. Retain full responsibility for patient care services provided by Drug Court, and for maintaining a sufficient level of staff support to carry out all service functions and patient care services. In no event shall students be used by Drug Court to perform services in lieu of staff.

C. Provide orientation to students assigned to Drug Court for educational experiences.

D. Provide immediate first aid for injuries or illnesses, such as needle sticks, that occur at Drug Court. The cost of such immediate first aid will be the responsibility of the student.

E. Designate a staff member to serve as the liaison between Drug Court and Allied Health.

F. Supervision of student(s) will be provided by a designated preceptor to be agreed upon by Allied Health and the Drug Court. The preceptor may be an employee of Drug Court or a contracted provider for services at Drug Court.

G. Provide a reasonable amount of storage space for apparel and personal effects of participating students and reasonable conference room space at Drug Court for use in clinical conference.

IV. Mutual Responsibilities

A. Confer on problems related to the educational experiences to be provided under this Agreement if any problems arise.

B. Students are not considered employees of Allied Health or of Drug Court; and therefore, students shall not be entitled to monetary compensation or to employee benefits, including workers' compensation benefits, of the Metropolitan Government or Vanderbilt.

C. Either party may request withdrawal of a student from an assignment. Such withdrawal shall be upon the terms and conditions agreed to by both parties after consultation between the parties. Drug Court may immediately remove any student who poses a threat, disruption, or danger to the Drug Court program.

D. The faculty of Allied Health and Drug Court will evaluate the student's performance of the clinical experience in mutual consultation.

E. Allied Health shall procure or cause the student to procure professional liability insurance in a minimum amount of $1,000,000/$3,000,000 in coverage for the student. Proof of this insurance coverage is to be provided upon request.

F. 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 will have the right to investigate said incident or occurrence and the. notifying party will cooperate fully in this investigation.

G. Each party agrees not to use the other'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.

H. 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.

I. 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.

J. The parties shall perform under this Agreement in compliance with all applicable federal and state laws, including without limitation, 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, and in compliance with applicable standards of the Joint Commission.

V. HIPAA Requirements

The parties acknowledge that performance under this Agreement by each party must comply with the Health Insurance Portability and Accountability Act of 1996, as codified at42 U.S.C. § 1320d ("HIPAA"), the Health Information Technology 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"). Each party warrants that it is familiar with the requirements of the Regulations, and will comply with all the Regulations in connection with their respective performance under this Agreement. The parties will each cooperate with the res ective privacy officials and other complianc officers of the other party as necessary for both parties to comply with the Regulations and will sign any documents that are reasonably necessary to maintain compliance with the Regulations. The parties agree that the student shall be considered a member of the Drug Court's workforce, as that term is defined at 45 C.F.R. § 160.103; when participating in a clini_cal experience under this Agreement at the Drug Court.

VI. Notices

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

Drug Court: Scott Bush- Program Director
Davidson County Drug Court
Nashville, TN 37218
Email: ScottEBush@jisnashville.gov
Phone: 615.862.4225

VUMC: Office of Sponsored Programs – Contracts Management
3319 West End Avenue, Suite 100
Nashville, TN 37203
Research.contracts@vumc.org
Attn: Director

Either party may change its address or contact person for purposes of this section by written notification to the other party, which change shall be effective upon receipt by such other party.

VII. 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. Jurisdiction and venue shall be Davidson County, Tennessee.

VIII. Liability

Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.=

IX. Counterpart Signature

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

X. Entire Agreement

This Agreement supersedes all previous contracts or agreements between the parties and constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing and signed by the parties hereto.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Vanderbilt University Medical Center

Donald W. Brady, MD
Executive Vice Dean for Academic Affairs, Vanderbilt University of Medicine
Executive Vice President for Educational and Medical Staff Affairs, VUMC

4/30/24
Date

(Balance of signatures on next page)

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SIGNATURE PAGE
FOR
Vanderbilt University Medical Center Clinical Affiliation Agreement

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Bart Pickett — 12/16/2024 | 2:11 PM CST

J. Bart Pickett
Trial Court Administrator – State Trial Courts

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

kevin Crumbo/mjw — 12/16/2024 | 3:37 PM CST

Director of Finance
Department of Finance EF AP

Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb — 12/16/2024 | 3:47 PM CST

Director of Insurance

Date

APPROVED AS TO FORM AND LEGALITY:

Lexie A. Ward — 12/16/2024 | 4:23 PM CST

Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date

Certificate of Insurance Issue Date:12/11/24

Producer Self Insurance Vanderbilt University Medical Center c/o Risk and Insurance Management 3322 West End Ave, Suite 1100 Nashville, TN 37203	This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.
Insured Vanderbilt University Medical Center 3322 West End Ave, Suite 1100 Nashville, TN 37203	COMPANIES AFFORDING COVERAGE Company Letter A Vanderbilt Self Insured Trust Company Letter B Vanderbilt Self Insured Workers Compensation Company Letter C Company Letter D

Coverages

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein are subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

Co Ltr.	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
A	General Liability [X] Commercial General Liability [ ] Claims Made [X] Occurrence [ ] Owner's & Contractor's Prot. [ ]	Self-Insured Trust #42	07/01/2024	07/01/2025	General Aggregate Products-Comp/Op Aggr Personal & Adv. Injury Each Occurrence Med. Exp. (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $5,000
	Automobile Liability [ ] Any Auto [ ] All Owned Autos [ ] Scheduled Autos [ ] Hired Autos [ ] Non-Owned Autos [ ] Garage Liability [ ]				Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage	
	Excess Liability [ ] Umbrella Form [ ] Other than Umbrella Form				Each Occurrence Aggregate	
	[X] Workers' Compensation and Employers' Liability	Self-Insured	07/01/2024	07/01/2025	Statutory Limits Employers Liability Per occurrence	X $750,000
A	Other [X] Professional Liability	Self-Insured Trust #42	07/01/2024	07/01/2025	$1,000,000 per Occurrence Limit $1,000,000 Aggregate Limit	

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for contract #VUMC122504 between Vanderbilt University Medical Center; Dietetic Externship/"Allied Health" and The Metropolitan Government of Nashville and Davidson County acting by and through the Davidson County Drug Court. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds in regard to General Liability coverage.

Certificate Holder	Cancellation
Metropolitan Government of Nashville and Davidson County Acting by and through the Davidson County Drug Court 1406 County Hospital Road Nashville, TN 37218	Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. Authorized Representative