RESOLUTION NO. _____

A resolution approving a clinical affiliation agreement between the State of Tennessee, by and through Motlow State Community College, and the Metropolitan Government of Nashville and Davidson County, by and through the Nashville Fire Department, for the participation and clinical training of students enrolled in the Emergency Medical Services Program.

WHEREAS, the Nashville Fire Department and Motlow State Community College have entered into a clinical affiliation agreement, attached hereto and incorporated herein, for the participation and clinical training of students enrolled in the Emergency Medical Services Program of the institution; and,

WHEREAS, Tennessee Code Annotated Section 12-9-104 provides for approval of intergovernmental agreements by Resolution; and,

WHEREAS, approval of this intergovernmental agreement will benefit the citizens of the Metropolitan Government of Nashville and Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the clinical affiliation agreement between the State of Tennessee, by and through Motlow State Community College, and the Metropolitan Government of Nashville and Davidson County, by and through the Nashville Fire Department, attached hereto and incorporated herein, is hereby approved.

Section 2. That this Resolution shall take effect from and after its final passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/adm
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Lexis A. Ward
Assistant Metropolitan Attorney

INTRODUCED BY:

_____
Member(s) of Council

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# CLINICAL AFFILIATION AGREEMENT BETWEEN MOTLOW STATE COMMUNITY COLLEGE AND NASHVILLE FIRE DEPARTMENT

This Agreement is made between Motlow State Community College, hereinafter referred to as "Institution" and Nashville Fire Department, hereinafter referred to as "Affiliate".

Whereas, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of the Institution, the parties have agreed to the terms and provisions set forth below:

I. Purpose - the purpose of this Agreement shall be to provide clinical experience to students enrolled in the Emergency Medical Services Program.

A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

B. The clinical experience shall be provided at the Affiliate's Facility at address 63 Hermitage Avenue, Nashville, TN 37210, hereinafter referred to as "Facility".

C. The specific experience to be provided students is described as follows:

Clinical Learning Experience as determined by Clinical Handbook (copy attached).

II. Terms and Conditions - pursuant to the above-stated purpose, the parties agree as follows:

A. Term - the term of this Agreement shall be for five years commencing March 20, 2025, and ending March 20, 2030.

Either party may terminate this Agreement upon giving thirty (30) days written notice to the other party. Such termination shall have no effect on students receiving clinical experience during the current academic term.

B. Placement of Students – As mutually agreed between the parties, the Institution will place an appropriate number of students at the Facility each academic term.

C. Discipline - While enrolled in clinical experience at the Facility, students (and faculty, if applicable), will be subject to applicable policies of the Institution and the Affiliate.

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Students shall be dismissed from participation in the Institution's program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. However, the Affiliate may immediately remove from the Facility any student who poses an immediate threat or danger.

D. Specific Responsibilities - The following duties shall be the specific responsibility of the designated party (Institution and/or Facility):

1. The Institution shall be responsible for the selection of students to be placed at the Facility.

2. The Facility shall provide orientation to the Facility for students beginning clinical experience.

3. The institution, with consultation of the Affiliate staff, shall be responsible for scheduling training activities.

4. The Institution and Affiliate shall evaluate the performance of individual students as appropriate.

5. The Affiliate shall retain complete responsibility for patient care and providing reasonable supervision of students (and faculty, if applicable) at all times.

6. The Affiliate shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.

7. The Affiliate shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.

8. The Affiliate shall maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by the Institution. The Affiliate shall also permit authorities responsible for accreditation of the Institution's curriculum to inspect the Affiliate's clinical facilities and services as necessary.

9. The Institution shall provide health records of students (and faculty, if applicable) upon request by the Affiliate.

10. The Institution shall establish a procedure for notifying the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for clinical training.

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11. The Institution shall ensure students (and faculty and staff as applicable) have professional liability insurance in the appropriate amount prior to beginning the clinical experience. The Institutional shall provide proof of such professional liability insurance coverage, including the Affiliate as an additional insured or certificate holder, from individual students and faculty and staff (if applicable) participating in the experience. The minimum amount of coverage per individual shall be $1,000,000.

    The coverage shall extend through the term of the student's and faculty or staff's (if applicable) participation.

12. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. To the extent permitted or required by Tennessee law, any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. To the extent permitted or required by Tennessee law, damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301 et seq.

E. Mutual responsibilities - the parties shall cooperate to fulfill the following mutual responsibilities:

1. Each party shall comply with all federal, state and municipal laws, advice, 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 federal 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

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Regulations.

2. Background Checks: If criminal background checks of students are required by the Affiliate, the Institution shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. Students will be informed by the Institution that the check must be completed within the 90 day period immediately prior to the student's initial clinical placement. It shall be the student's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks.

   If criminal background checks are required for Institutional faculty or staff, it shall be the Institution's responsibility to arrange for the background check, to pay all costs associated with such checks and to provide the results to the Affiliate.

   It shall be the responsibility of Affiliate to set the eligibility standards for participation and to evaluate the results of the background checks. If Affiliate determines that a student or faculty /staff member shall not participate at its facility, Affiliate shall so notify that individual and the Institution. Institution shall take steps to ensure that this individual does not participate in the clinical program at the Affiliate.

   If an Institutional faculty/staff member is also an employee of Affiliate or is an employee at another hospital, health care facility or health care organization, Affiliate will allow the faculty/staff member to provide on-site supervision and instruction for its clinical program without the necessity of undergoing an additional background check.

   Recognizing that students enrolled in the Emergency Medical Services Program at the Institution will potentially participate in multiple clinical placements at multiple facilities, Affiliate agrees to accept the results of the background check done prior to the student's initial clinical placement if the student maintains continuous enrollment in the health care program and if the results of the background check are archived by the background check agency.

   Institution shall inform students or faculty/staff members excluded from clinical placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

3. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the Institution.

4. Any courtesy appointments to faculty or staff by either the Institution

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or the Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing party.

5. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of l972, 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 students 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.

6. The confidentiality of patient records and student records shall be maintained at all times.

F. 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. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.

   3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

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| MOTLOW STATE COMMUNITY COLLEGE | NASHVILLE FIRE DEPARTMENT |
|---|---|
| BY: DocuSigned by: Renee Austin B59CE2562DCB4E8... | BY: Jusmelle |
| TITLE: Executive Vice President, Business & Finance | TITLE: Deputy Director |
| DATE: 7/30/2025 | DATE: 8/1/2025 |