

NASHVILLE AREA CHAMBER OF COMMERCE

2024 Governor's Investment in Technical Education (GIVE 3.0)

Project Title: Surge to Success

Lead Entity: Nashville Area Chamber of Commerce

Fiscal Agent: Nashville State Community College

IN PARTNERSHIP WITH:
Metro Nashville Public Schools
Ascension
HCA Healthcare
Vanderbilt University Medical Center

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Funding requested:

\$2,000,000

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Table of Contents	
Project Summary	1
Section 1: Demonstration of Need	2
<i>Table 1: Labor Market Information</i>	2
Links Between Grant Activities and Local/Regional Needs	3
<i>Table 2: School Enrollment and Demographics</i>	3
Section 2: Program Plan	4
Alignment to Workforce Data	4
<i>Table 3: Course Sequence</i>	4
Project Timeline and Overview	5
<i>Table 4: Project and Convening Milestones</i>	6
Key Objectives for Each Phase of the Project	7
<i>Table 4: Surge to Success Logic Model</i>	7
Project Governance and Accountability Plan	8
<i>Table 5: Steering Committee Members</i>	8
Overview and Structure of the Work-Based Learning Program	9
<i>Figure 1: Work-Based Learning Continuum</i>	10
Section 3: Strength of the Partnership	10
Section 4: Budget Plan	12
Section 5: Sustainability	13
Section 6: Optional Criteria	15
High Demand Programs	15
<i>Table 6: Academic Programs and Aligned Occupations</i>	15
Census Tracts in Persistent Poverty	15
<i>Table 7: Census Tracts and Zoned Schools</i>	16
Appendix A: Grant Budget	17
Appendix B: Nashville Chamber Research Center Memo	22
Appendix C: Letter of Support	25
Appendix D: Clinical Agreements	27
Appendix E: Memoranda of Understanding	79

Project Summary

Surge to Success is designed to meet fast-growing talent needs for the health care industry in the Nashville region. The Nashville region is experiencing critical talent gaps, where the number of available jobs outpaces the number of people seeking employment. As of February 2024, there are more than 50,000 jobs in our regional economy without the available talent to fill them (Source: Nashville Chamber Research Center). Talent gaps are especially critical in the health care industry, our region's top industry, for key roles such as Central Sterile Processing Technicians and Surgical Technologists. Nashville State Community College is the only community college in Middle Tennessee that offers programs to prepare students for these roles, which require both hands-on laboratory courses and credit-bearing clinical experiences.

Surge to Success will create seamless K-12 and postsecondary career pathways to these high-demand jobs by embedding the Central Sterile Processing Certificate into health care Career and Technical Education (CTE) pathways already offered at two high schools in Metro Nashville Public Schools (MNPS), Maplewood and Whites Creek. Students will be able to complete technical laboratory courses at their high schools offered as dual enrollment opportunities in partnership with Nashville State Community College (NSCC), because grant funds will enable each school to purchase equipment to create on-site sterile processing labs. Students will be able to complete credit-bearing clinical experiences as part of the certificate program the summer after they graduate from high school with the three largest health care employers in the Nashville region: Ascension, HCA Healthcare, and Vanderbilt University Medical Center (VUMC).

Once students complete their certificate program the summer following high school, they will be prepared to sit for a nationally-recognized certification exam and earn an industry-recognized credential. At that point, students can select from two paths:

- **Central Sterile Processing Path:** students can directly enter the workforce in roles as Central Sterile Processing Technicians, also called Medical Equipment Preparers.
- **Surgical Technology Path:** students can continue their education at NSCC in the AAS Surgical Technology program. The Central Sterile Processing Certificate stacks into this program for 15 credit hours, so students will be able to complete the AAS Surgical Technology program within 18 months of high school graduation.

Industry partners play a critical role at every step of the way, including providing a continuum of work-based learning experiences stretching from 9th grade through credit-bearing postsecondary clinical experiences, co-designing an expanded work-based learning career exposure experience to help students and families understand what these jobs entail and if they may be a good fit, and sustaining project activities after the grant concludes. Employer partners will play key roles in fostering their future talent and providing guaranteed job interviews for students who complete the certificate and AAS programs.

Grant funds will enable key equipment purchases and support piloting components like expanded work-based learning, workforce-aligned and hands-on dual enrollment courses, and availability of clinical placements to students as soon as they complete high school. These pilot activities, if successful, will scale to additional schools in MNPS and be sustained by project partners far beyond the four years of the grant. More importantly, Surge to Success will create a proof point for embedding postsecondary credentials into CTE pathways in MNPS that can be applied to other industries and pathways district-wide.

Section 1: Demonstration of Need

Health care is the top industry in the Nashville region, and the jobs students will be prepared for are in very high demand as shown by data in Table 1. Nashville State is the only community college offering these programs in Middle Tennessee.

Table 1: Labor Market Information for Surge to Success Occupations by Source

Labor Market Data Source	Central Sterile Path	Surgical Tech Path
Occupational Match	Medical Equipment Preparers (SOC Code 31-9093)	Surgical Technologists (SOC Code 29-2055)
TNECD County Profile	Davidson County is one of four extremely hot spots in the state for Health Care and Medical Devices employment.	
Jobs4TN	<ul style="list-style-type: none"> • There are only 0.06 candidates per job opening for this role in Davidson County. • There are 70 projected annual openings in the Middle Tennessee region. • Bright outlook nationally for this occupation. 	<ul style="list-style-type: none"> • Classified as a high demand job with 108 current openings in Davidson County. • There are only 0.02 candidates per job opening in Davidson County. • Bright outlook nationally for this occupation.
THEC Academic Supply and Occupational Demand Report	<ul style="list-style-type: none"> • Medical Equipment Preparers are identified as high demand for the State of Tennessee. • While there were only 26 graduates of Central Sterile Processing programs last year statewide, there will be 65 annual job openings for this role in the next 10 years. 	<ul style="list-style-type: none"> • Surgical Technologists are identified as high demand in 7 of the 9 workforce regions in Tennessee. • There will be 94 projected annual openings for Surgical Technologists just in the Northern Middle (Nashville) workforce region in the next 10 years.

In addition to strong alignment to the labor market, Surge to Success will also link students to jobs that pay a living wage, setting them up for choice-filled lives. According to MIT Living Wage data for Davidson County, a single adult needs to earn \$23.84 an hour, or \$49,587 a year, in order to cover their basic living expenses. Analysis by the Nashville Area Chamber of Commerce Research Center indicates that students on the Central Sterile path will earn a median wage of \$46,000 per year and students on the Surgical Tech path will earn a median wage of \$61,100 per year. Jobs4TN shows even higher wages for currently posted jobs, with average

annual wages for Surgical Technologists at \$76,006 in Davidson County. Surgical Tech students will be able to earn well above a living wage salary within less than two years of completing high school. The analysis from the Nashville Chamber Research Center provided additional data around the labor market need for these occupations in a letter included in Appendix B. The Nashville Health Care Council, an industry group representing more than 300 corporate members, is fully supportive of this proposal. A letter of support is included in Appendix C that details how Surge to Success supports the industry’s goals of building strong talent pipelines.

Links Between Grant Activities and Local/Regional Needs

Surge to Success activities are designed to expand the pipeline of Central Sterile Processors and Surgical Technologists, two high demand roles in the Nashville region. Our project logic model, showing our anticipated outcomes and project activities, is depicted in Table 5. Surge to Success is also designed increase equitable access to these high-demand health care programs. The two high schools participating in Surge to Success, Maplewood and Whites Creek, serve primarily low-income students and students of color as shown in Table 2. Maplewood and Whites Creek students are unable to meaningfully access Central Sterile Processing and Surgical Technology programs at Nashville State, since these programs are primarily offered in person at the White Bridge Road campus, across town from the North Nashville neighborhoods these schools serve. Nashville State and Whites Creek have already successfully embedded an AS General Studies associate degree program into the high school, and this project builds on that work to target high-demand career pathways to jobs in health care.

Table 2: Enrollment and Demographics of Maplewood and Whites Creek High Schools (Source: TN Department of Education 2022-23 Report Card)

	Student Count	Economically Disadvantaged	Black, Hispanic, or Native American	English Learners
Maplewood	691	59%	91%	26%
Whites Creek	587	63%	89%	8%

Section 2: Program Plan

Alignment to Workforce Data: Surge to Success prepares high school students for roles as Central Sterile Processors and Surgical Technologists, two occupations in high demand both in the Nashville region and across Tennessee. Three of Nashville’s largest healthcare employers, Ascension, HCA Healthcare, and Vanderbilt University Medical Center will all support this initiative through work-based learning and clinical placements.

Secondary to Postsecondary Pathway and Early Postsecondary Opportunities:

Maplewood and Whites Creek high schools currently offer high school Career and Technical Education (CTE) pathways in health science that students complete as part of their high school experience in a career academy model called the Academies of Nashville. Nashville State currently offers dual enrollment courses in these CTE pathways in partnership with MNPS. Surge to Success will significantly increase dual enrollment courses to embed a postsecondary credential offered by Nashville State, the certificate in Central Sterile Processing, into the high school pathways. The course sequence is outlined in Table 3. This pathway will significantly increase dual enrollment early postsecondary opportunities students can complete in high school.

Table 3: Course Sequence for Surge to Success

	Current Health Science CTE Dual Enrollment	Surge to Success Health Science Dual Enrollment
11th Grade	BIOL 1000 Medical Terminology	BIOL 1000 Medical Terminology SURG 1304 Basic Anatomy
12th Grade	SURG 1304 Basic Anatomy	SURG 2310 Micro and Asepsis CSPT 1401 Intro to Central Processing CSPT 1102 Central Processing Lab
Summer After 12th Grade		CSPT 1310 Central Processing Capstone CSPT 1511 Clinical Practicum I CSPT 1412 Clinical Practicum II

Stackable Credentials: Once students complete the sequence in Table 3, they can either go right into the workforce as Central Sterile Processors or can continue at Nashville State,

completing pre-requisite courses for the AAS in Surgical Technology. Students who choose this path will be able to complete the AAS Surgical Technology early because their Certificate in Central Sterile Processing counts for 15 credit hours in the AAS Surgical Technology course sequence. These two stackable postsecondary credentials allow students to enter good, high-paying jobs as Surgical Technologists. Current job postings for Surgical Technologist roles in Davidson County have an advertised salary of over \$76,000, according to Jobs4TN.

Appropriately Credentialed Candidates: Surge to Success students will complete the postsecondary education programs that prepare them to pass nationally recognized certification exams and go to work as Central Sterile Processors and Surgical Technologists. Part of their preparation will include clinical placements with major employers Ascension, HCA Healthcare, and Vanderbilt University Medical Center, that will help them apply what they have learned in their dual enrollment experiences to the real world.

The programs students will complete have proven track records of producing appropriately credentialed candidates for these fields. The Central Sterile Processing Certificate saw 100% of graduates from the most recent cohort pass the nationally recognized certification exam, and 100% of employers indicated satisfaction with the program. The AAS in Surgical Technology is accredited by the Commission on Accreditation of Healthcare Education Programs (CAAHEP), and the Nashville State Surgical Technology program works with the Accreditation Review Council on Surgical Technology and Surgical Assisting (ARCST/SA) to track, report, and assess program outcomes. For the most recent years of data available, 92% of AAS Surgical Technology students passed the National Certifying Exam, and 95% were placed in employment or continued education. Of employers surveyed, 100% were satisfied with the program.

Project Timeline and Overview

Major project milestones across the four years, organized by quarter, are in Table 4.

Table 4: Project and Convening Milestones by Grant Year and Quarter

	Q1 (July-Sept.)	Q2 (Oct.-Dec.)	Q3 (Jan.-Apr.)	Q4 (May-June)
Year 1	Grant Awarded! <i>Steering Committee (SC) convenes. Lab team convenes. Student Cohort 1 begins pathway.</i>	Project Kickoff and contracts finalized. Lab buildout begins. <i>SC and lab teams met monthly. WBL team convenes.</i>	Lab equipment purchases begin. <i>Teams meet monthly.</i>	Lab equipment purchasing concludes. <i>Teams meet monthly. WBL team proposes WBL pilot to SC.</i>
Year 2	Pilot of WBL expansion begins. <i>Team intensive summer planning for Year 2. Student Cohort 2 begins pathway.</i>	Sterile processing lab grand openings! <i>SC and WBL teams review data on WBL pilot.</i>	<i>Teams evaluate progress and identify areas of improvement. Lab team concludes work. Student Cohort 1 begins lab courses.</i>	Evaluation of WBL pilot occurs. <i>Team intensive summer planning for Year 3. Student Cohort 1 begins clinical experiences.</i>
Year 3	WBL pilot continues with changes based on evaluation. <i>Student Cohort 1 completes certificate and enters workforce or continues at NSCC. Student Cohort 3 begins pathway.</i>	<i>Teams evaluate progress and identify areas of improvement.</i>	<i>SC and WBL teams meet to review data on Student Cohort 1 outcomes. Student Cohort 2 begins lab courses.</i>	<i>Team intensive summer planning for Year 4 and sustainability. WBL team absorbed into AON advisory boards. Student Cohort 2 begins clinical experiences.</i>
Year 4	WBL expansion scales to additional schools in AON. <i>Student Cohort 2 completes certificate and enters workforce or continues at NSCC. Student Cohort 4 begins pathway.</i>	<i>SC evaluates progress and student outcomes. Student Cohort 1 completes AAS Surgical Technology.</i>	<i>SC prepares for final data collection and grant reporting. Student Cohort 3 begins lab courses.</i>	Final data collection and grant reporting occurs. <i>Student Cohort 3 begins clinical experiences.</i>

Table 1 Key: Project Milestones | Critical Meetings | Student Milestones

Key Objectives for Each Phase of the Project

The Surge to Success Logic Model, depicted in Table 5, identifies short, medium, and long-term outcomes for the project. These outcomes will be measured using available data from project partners that are disaggregated by student subgroup where possible.

Table 5: Surge to Success Project Logic Model

Overall goal for the project: Increased pipeline of Central Sterile Processors and Surgical Technologists for Nashville health care employers to meet coming demand for these roles.		Outcomes			
Inputs Resources Needed	Activities What we will accomplish	Outputs What we will create	Short-Term 2024-2026	Mid-Term 2026-2028	Long-Term Beyond 2028
<p>Sterile processing labs in high schools, including specialized equipment.</p> <p>Collaborative to support high-quality pathways to surgical technologist roles.</p> <p>Dual enrollment instruction in sterile processing.</p> <p>Marketing and outreach materials for students and families.</p>	<p>Pilot embedding Central Sterile Processing industry credential into high school Career and Technical Education pathways in Health Science.</p> <p>Develop, pilot, and scale expanded work-based learning program in in the Academies of Nashville.</p> <p>Measure impact of program and identify opportunities for continuous improvement.</p>	<p>High school to postsecondary pathway in Surgical Technology that can be expanded to additional schools.</p> <p>Expanded work-based learning experiences for students; if successful, embedded and scaled within Academies of Nashville.</p> <p>Pipeline of high school students to Central Sterile Processing and Surgical Tech jobs.</p>	<p>Student completion of dual enrollment courses in pathway.</p> <p>Expanded work-based learning developed and piloted in partner high schools.</p>	<p>Students obtain Central Sterile Tech industry credential and complete Central Sterile Tech certificate program.</p> <p>Students transition to NSCC to complete pre-requisite requirements for AAS Surgical Technology program.</p> <p>Graduates employed as Central Sterile Techs at employer partners.</p>	<p>Students obtain Surgical Tech industry credential and complete AAS Surgical Technology program.</p> <p>More MNPS graduates enter roles as Central Sterile Processors and Surgical Technologists with Nashville employers.</p>

Project Governance and Accountability Plan

The Surge to Success project will be led by a Steering Committee who will be collectively accountable for project implementation, budgeting, and reporting. The project director will have ultimate responsibility for ensuring the outcomes identified in this proposal are achieved and will convene Steering Committee meetings. The fiscal agent will also serve on the Steering Committee. Steering Committee membership is detailed in Table 6. The Steering Committee will meet monthly during Year 1 to get the project going and will determine a point in Year 2 when meetings will occur quarterly. The Steering Committee will meet quarterly until the end of the investment.

Table 6: Steering Committee Members

Name	Title (Role)	Organization (Role)
Jenny Mills McFerron	Vice President of Education and Talent Development (Project Director)	Nashville Area Chamber of Commerce (lead entity)
Donna Whitehouse, MHA, OTR	Dean, School of Health Sciences	Nashville State Community College (fiscal agent)
Van Bates	Director, Surgical Technology and Central Processing	Nashville State Community College (fiscal agent)
Jeremy Calico	Director, High School Initiatives	Nashville State Community College (fiscal agent)
Dan Phillips	Director of the Academies of Nashville and Career and Technical Education	Metro Nashville Public Schools
Deborah Crosby	Work-Based Learning Coordinator	Metro Nashville Public Schools
Dr. Brian Mells	Executive Principal, Whites Creek High School	Metro Nashville Public Schools
Lanedria Marshall	Academy Coach, Maplewood High School	Metro Nashville Public Schools
Tiffany Littlejohn	Academy Coach, Whites Creek High School	Metro Nashville Public Schools
Dr. Peggy Valentine	Vice President of Allied Health Education	Vanderbilt University Medical Center
Shohreh Daraei	Workforce Development Manager	Ascension St. Thomas
Daniel Jayroe	Workforce Development Program Manager	HCA Healthcare

In addition to the Steering Committee, the first years of the project will also include two work teams: a lab buildout team and a work-based learning team. The lab buildout team will drive the successful installation of Central Processing labs at Maplewood and Whites Creek high schools and will include Central Sterile Processing faculty, school representatives, and MNPS architects and facilities teams. This work team will conclude its work when the lab grand opening occurs in Year 2. The work-based learning team will include employer partners, school representatives, and student and parent representation and will collaboratively design a pilot expanded work-based learning program, monitor implementation, and review evaluation results. This work team will be absorbed into CTE advisory boards beginning in Year 3 to provide ongoing oversight of the expanded work-based learning program as it scales. Both work teams will begin meeting monthly in Year 1 and may elect to move to bi-monthly or quarterly meetings in Year 2. The steering committee can choose to form additional work teams as needed to successfully achieve the project outcomes.

Overview and Structure of the Work-Based Learning Program

Surge to Success builds on work-based learning (WBL) experiences embedded within the Academies of Nashville, a schoolwide career academy model implemented in zoned high schools across Metro Nashville Public Schools, including at Maplewood and Whites Creek. Through AON, students participate in a developmentally appropriate continuum of WBL experiences depicted in Figure 1. AON business partners, including the partners on Surge to Success, support this continuum by co-designing these experiences with MNPS and offering them to students. Surge to Success will layer on postsecondary work-based learning experiences through credit-bearing clinical placements with Ascension, HCA Healthcare, and Vanderbilt University Medical Center that will occur the summer after students graduate from high school.

Existing clinical education agreements with these partners and Nashville State Community College are included in Appendix D. These clinical experiences are tailored to meet labor market needs for Central Sterile Processing and Surgical Technologist roles. The full continuum of student work-based experiences in Surge to Success is depicted in Figure 1.

Figure 1: Surge to Success Work-Based Learning Continuum



While a strong continuum of experiences is outlined in Figure 1, we anticipate that additional or targeted experiences that specifically align to the high-demand occupations Surge to Success is targeting may be needed for students and families to understand these jobs and assess if they are a good fit for students' future goals. The work-based learning team described in the previous section will work to develop, launch, and evaluate a pilot WBL program that builds awareness of Central Sterile Processing Tech and Surgical Technologist jobs within the Figure 1 framework. Signed MOUs with project and employer partners detailing this work are included in Appendix E.

Section 3: Strength of Partnership

Partner roles and capabilities are described below and documented in the Memoranda of Understanding (MOUs) included in Appendix E.

Higher Education Partner: Nashville State Community College (NSCC) - NSCC will serve as the fiscal agent, deliver dual enrollment and postsecondary coursework in the Central Sterile Processing Certificate and AAS Surgical Technology programs including employment

and supervision of instructors, maintain relevant accreditation of these programs, and work with industry partners to collaboratively design learning experiences, offer clinical placements in collaboration with industry partners so that students can apply their learning in real-world contexts, and foster talent pipelines of graduates into health care roles. NSCC representatives will serve on the Steering Committee, lab buildout team, and WBL team.

K-12 Education Partner: Metro Nashville Public Schools (MNPS): - MNPS will lead the process of building out central sterile processing labs at two zoned high schools, deliver high school Career and Technical Education pathways in health care, facilitate student participation in dual enrollment coursework, and work with industry partners to collaboratively design learning experiences, offer work-based learning opportunities, and share career pathway information with students and families. MNPS representatives will serve on the Steering Committee, lab buildout team, and WBL team.

Industry Partners: Ascension, HCA Healthcare, and Vanderbilt University Medical Center (VUMC) - Industry partners will partner with MNPS and NSCC to co-design and offer work-based learning experiences to students, including credit-bearing clinical placements, serve on K-12 and higher education advisory boards to ensure alignment of curriculum and learning experiences to industry needs, and interview students who complete these programs for employment at these companies. Industry representatives will serve on the Steering Committee and WBL teams.

Local/Regional Workforce Partner: Nashville Area Chamber of Commerce (Chamber)
- The Chamber will serve as the lead entity for the project and employ the Project Director, who will be ultimately responsible for grant outcomes and required reporting and monitoring, convene Steering Committee and work teams, and facilitate the work of the Surge to Success

collaborative. The Chamber will provide ongoing support to ensure activities remain aligned to labor market needs and will convene the MNPS CTE advisory board, the Partnership Council.

Section 4: Budget Plan

Our budget is included in Appendix A including detailed line-item descriptions.

Salaries, Benefits, and Taxes: Grant funds will support dual enrollment instructors to teach the curriculum sequence detailed in Table 3. Instructors will be 0.5 Full-Time Equivalent (FTE) in Year 1 and 1.0 FTE in Years 2-4, with a 3% salary and benefits increase each year. Each section of CSPT 1102 is capped at 6 students to allow each student adequate hands-on laboratory time; this low student to faculty ratio means each instructor will teach a full-time course load starting in Year 2 when CSPT 1102 is first offered. NSCC will devote partial FTE support to this project from the Dean of the School of Health Science and Director of the Central Sterile Processing and Surgical Technology Programs.

Professional Fee, Grant, and Award: Subgrant to the Chamber for project direction including coordinating grant activities, convening and facilitating project milestones and meetings, data analysis and labor market data, grant reporting, and sustainability coordination. Subgrant to MNPS for facilities, project architect, and project management services related to the sterile processing lab buildout.

Supplies, Etc: Laboratory supplies for Central Sterile dual enrollment courses estimated at \$500 per student, initial textbook purchases and replacements for Central Sterile course textbooks, marketing materials to share information about the project with students and families, annual maintenance on equipment purchased, with stepped down grant support and increased grantee support in Years 3 and 4, one-time equipment installation costs.

Specific Assistance to Individuals: Emergency grants of up to \$500 for students who encounter unexpected life circumstances that prevent them from succeeding in dual enrollment and postsecondary program coursework and required activities such as clinical placements. The steering committee will determine criteria for students to access grants in Year 1, and fiscal agent will disburse in alignment with criteria.

Capital Purchase: Specialized equipment for sterile processing labs located at each high school, including decontamination sinks, washer-decontaminators, steam autoclaves, work stations, and shelving and furniture. This equipment mirrors equipment used in hospitals and is required to prepare students for credit-bearing clinical experiences that are part of the Central Sterile Processing Certificate program.

Indirect: Expenses associated with administrative functions including providing required reports, financial information, and information to support project evaluation.

In-Kind: Employer partners will volunteer their time and expertise to this project and providing work-based learning activities detailed in Figure 1. Employer in-kind is estimated at \$30 an hour, based on national guidelines for volunteer time, for 50 hours per partner per year.

Section 5: Sustainability

Surge to Success partnerships and pilot initiatives will be gradually incorporated into the structures of the Academies of Nashville over the course of the four-year grant, ensuring both their sustainability through existing structures as well as their scale to 10 additional high schools who are part of the Academies. Specific elements of the sustainability plan are detailed below.

Equipment: The equipment purchased to create the sterile processing labs will be owned by MNPS, and MNPS agrees to continue to operate the labs and maintain the equipment after the funding ends. MNPS will begin to absorb equipment maintenance costs in Year 3 and will cover

half of maintenance costs in Year 4, assuming full costs after the grant ends. When equipment needs to be replaced after the grant, MNPS intends to leverage Perkins grant dollars and philanthropic support to replace individual items as needed.

Work-Based Learning: Surge to Success includes two elements of expanded work-based learning: (1) credit-bearing clinical placements in Central Sterile Processing offered the summer after high school and (2) work-based learning experiences co-designed by K-12, postsecondary, and industry partners to increase student and family awareness of Central Sterile Processing and Surgical Technology jobs. Clinical placements will be funded by federal and state financial aid that students access by completing the Free Application for Federal Student Aid (FAFSA). Students will also be eligible for intensive advising and financial support from Nashville GRAD, a local scholarship program at Nashville State for MNPS graduates. These funding sources will remain available after the GIVE grant ends. The co-designed experiences will be designed in Year 1, piloted in Year 2, and evaluated in Year 3. These experiences will be designed to be incorporated into the Academies of Nashville model, and the WBL team will be absorbed into Academy advisory boards at the end of Year 3 to facilitate this. These activities will continue as part of the Academies in Year 4 and will scale to additional schools if successful.

Program: Surge to Success would embed a workforce-aligned postsecondary certificate program into a high school CTE pathway, greatly expanding student access to early postsecondary opportunities and credit-bearing clinical experiences. If successful, it is the collaborative's intent that Surge to Success serve as a model that can be replicated in other industries. Project partners NSCC, MNPS, and the Chamber are committed to scaling this model to additional pathways within the Academies if the Surge to Success pilot is successful.

Partnerships: Our sustainability plan includes incorporating project partners into partnership structures for the Academies of Nashville, a career academy model that has been sustained for over 16 years in MNPS. While all partners are already involved in the Academies, Surge to Success represents an opportunity to partner differently on a strategic effort to embed postsecondary programs aligned to regional labor market needs into Academy pathways. Surge to Success is intended to serve as a model for Academy partnerships that can be replicated in other sectors.

Written Commitment: Partner MOUs included in Appendix E include written commitment to sustain the program.

Section 6: Optional Criteria

High Demand Programs

Surge to Success scales two programs of study that align to in-demand occupations identified in the THEC Academy Supply for Occupational Demand Report identified in Table 6. Additional information is available in Table 1.

Table 6: Surge to Success Academic Programs and Aligned Occupations

Program Name	CIP Code	Occupation Name	SOC Code
Central Sterile Processing Certificate	51.1012	Medical Equipment Preparer	31-9093
AAS Surgical Technology	51.0909	Surgical Technologist	29-2055

Census Tracts in Persistent Poverty

Surge to Success will serve two high-poverty high schools, Maplewood and Whites Cree. Enrollment zones for both schools include census tracts in persistent poverty. School zone ZIP codes and associated Census tracts are detailed in Table 7.

Table 7: Census Tracts in Persistent Poverty Served by Surge to Success

Census Tract in Persistent Poverty	Zoned Surge to Success High School
47037019300	Maplewood High School
47037011800	Maplewood High School
47037012600	Maplewood High School
47037011300	Maplewood High School
47037012701	Whites Creek High School

Conclusion

The Nashville region faces unprecedented challenges in finding talent with the skills needed for key roles in our economy. Nowhere is this more evident than in health care, our top industry. Surge to Success represents an opportunity to pilot high-school embedded postsecondary credentials and clinical experiences that prepare students at Maplewood and Whites Creek high schools for careers in health care. Students can gain valuable, stackable workforce credentials that lead to thriving-wage jobs within two years of completing high school. Surge to Success is an opportunity to transform students' lives, particularly for the low-income students of color this project would serve. Surge to Success is also a model that can scale to additional schools and pathways, providing a template with the potential to impact over 15,000 high school students in Nashville.

Appendix A
Grant Budget

GRANT BUDGET				
GIVE Program Competitive Grant				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following				
Applicable Period: BEGIN:		END:		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	529,838.50	178,262.00	708,100.50
4, 15	Professional Fee, Grant & Award ²	481,500.00	0.00	481,500.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	335,513.38	35,000.00	370,513.38
11, 12	Travel, Conferences & Meetings	66,000.00	0.00	66,000.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance to Individuals	35,000.00	0.00	35,000.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	404,000.00	390,000.00	794,000.00
22	Indirect Cost	148,148.12	0.00	148,148.00
24	In-Kind Expense	0.00	18,000.00	18,000.00
25	GRAND TOTAL	2,000,000.00	621,262.00	2,621,262.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Sub recipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: www.state.tn.us/finance/act/documents/policy3.pdf).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL

Line 1 Salaries and Wages

Grant funds will support dual enrollment instructors to teach the curriculum sequence detailed in Table 3. Instructors will be 0.5 Full-Time Equivalent (FTE) in Year 1 and 1.0 FTE in Years 2-4, with a 3% increase each year. Each section of CSPT 1102 is capped at 6 students to allow each student adequate hands-on laboratory time; this low student to faculty ratio means each instructor will teach a full-time course load starting in Year 2 when CSPT 1102 is first offered. NSCC will devote partial FTE support to this project from the Dean of the School of Health Science and Director of the Central Sterile Processing and Surgical Technology Programs.

	2024-25	2025-26	2026-27	2027-28	Grant Total
Grant Budget	\$50,925.00	\$105,000.00	\$108,150.00	\$111,396.00	\$375,471.00
Grantee Participation	\$32,775.00	\$33,759.00	\$34,773.00	\$35,816.00	\$137,123.00

Line 2 Employee Benefits & Payroll Taxes

Benefits are estimated at 30% of salaries.

	2024-25	2025-26	2026-27	2027-28	Grant Total
Grant Budget	\$15,277.50	\$45,000.00	\$46,350.00	\$47,740.00	\$154,367.50
Grantee Participation	\$9,833.00	\$10,128.00	\$10,433.00	\$10,745.00	\$41,139.00

Line 4 Professional Fees

No professional fees costs.

Line 5 Supplies

Supplies line item includes laboratory supplies for Central Sterile dual enrollment courses estimated at \$500 per student for 60 students each year and initial textbook purchases and periodic replacements for Central Sterile course textbooks. These purchases will begin in Year 2. Additionally, grant funds will support marketing materials to share information about the project with students and families. Marketing support will be most intensive in earlier years of the project, tapering off as the pathway is more established.

	2024-25	2025-26	2026-27	2027-28	Grant Total
Laboratory supplies for Central Sterile courses	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00	\$45,000.00
Textbooks for Central Sterile courses	\$0.00	\$30,000.00	\$6,000.00	\$6,000.00	\$42,000.00
Marketing materials for students and parents	\$10,000.00	\$5,000.00	\$3,500.00	\$3,013.38	\$21,513.38

Line 6 Telephone

No telephone costs.

Line 7 Postage and Shipping

No postage and shipping costs.

Line 9 Equipment Rental and Maintenance

Grant funds will support annual maintenance on equipment purchased, with stepped down grant support and increased grantee support in Years 3 and 4, as well as one-time equipment installation costs.

	2024-25	2025-26	2026-27	2027-28	Grant Total
Equipment Maintenance - Grant Funds	\$50,000.00	\$50,000.00	\$40,000.00	\$25,000.00	\$165,000.00
Equipment Maintenance - Grantee Support	\$0.00	\$0.00	\$10,000.00	\$25,000.00	\$35,000.00
Equipment Installation	\$0.00	\$62,000.00	\$0.00	\$0.00	\$62,000.00

Line 10 Printing and Publications

No printing and publications costs.

Line 11 Travel

Travel costs associated with 3 steering committee members attending annual National Career Academy Coalition conference each year (estimated at \$3,000 per person per year).

	2024-25	2025-26	2026-27	2027-28	Grant Total
Conference Travel	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$36,000.00

Line 12 Conferences and Meetings

Includes cost of registration for 3 steering committee members to attend annual National Career Academy Coalition conference each year (estimated at \$2,000 per person per year), and meeting expenses estimated at \$100 per meeting, with meetings occurring in monthly in Year 1 for all teams, shifting to quarterly in Year 2, and work teams concluding their work in years 2 and 3.

	2024-25	2025-26	2026-27	2027-28	Grant Total
Conference Registration	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$24,000.00
Meeting Expenses	\$3,600.00	\$1,200.00	\$800.00	\$400.00	\$6,000.00

Line 15 Grants and Awards

Subgrant to the Nashville Area Chamber of Commerce to support project lead entity. Estimates are based on increased activity in Year 1 as the project is established, steering committee and work teams are convened, and monthly meetings occur, relatively stable activity in Years 2 and 3, and increased activity in Year 4 due to sustainability implementation, grant conclusion, and evaluation support. Chamber role also includes ongoing labor market data and alignment support.

Subgrant to Metro Nashville Public Schools for project management, facilities, and architectural support related to sterile processing lab buildout process just in Years 1 and 2, with slightly

increased activity in Year 2.

	2024-25	2025-26	2026-27	2027-28	Grant Total
Nashville Chamber	\$100,000.00	\$50,000.00	\$50,000.00	\$80,000.00	\$280,000.00
Metro Schools	\$100,000.00	\$101,500.00	\$0.00	\$0.00	\$201,500.00

Line 18 Other Non-personnel Expenses

No other non-personnel expenses costs

Line 19 Capital Purchases

Capital purchases will support equipment purchases to establish two sterile processing labs, one at Maplewood High School and one at Whites Creek High School. The table below details equipment costs for a single lab by item. Metro Nashville Public Schools will cover the cost of the lab buildout at each school. Metro Schools’ facilities team estimates this cost to be \$180,000.00 for Maplewood High School and \$210,000.00 for Whites Creek High School.

Equipment Description	Cost Per Lab
3-Bay Stainless Steel Decontamination Sink (1)	\$17,000.00
Steris 2532 Washer-Decontaminator, refurbished (1)	\$37,000.00
Steris V160 Steam Autoclave with Steam Generator, refurbished (1)	\$90,000.00
Medivator Dual Scope Disinfectant, refurbished (1)	\$35,000.00
Assembly Work Stations (2)	\$8,000.00
Case Cart, Stainless Steel, Enclosed (2)	\$6,000.00
Wire Shelving (4)	\$4,000.00
Stainless Steel Furniture, Surgical Grade	\$10,000.00
Total Per Lab	\$202,000.00

Line 22 Indirect Costs

Expenses associated with administrative functions including providing required reports, financial information, and information to support project evaluation.

Line 24 In-Kind Expenses

Employer partners will volunteer their time and expertise to this project and providing work-based learning activities detailed in Figure 1. Employer in-kind is estimated at \$30 an hour, based on national guidelines for volunteer time, for 50 hours per partner per year.

	2024-25	2025-26	2026-27	2027-28	Grant Total
Employer Time	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$18,000.00

Line 25 Total Expenses

Total Direct and Administrative Expenses, and Line 24, In-kind Expenses, goes on this line.

Appendix B

Nashville Chamber Research Center Letter



500 11TH Avenue North, Suite 200,
Nashville, TN 37203
615.743.3000

nashvillechamber.com

Dr. Steven Gentile
Executive Director
Tennessee Higher Education Commission
312 Rosa Parks Avenue, 9th Floor
Nashville, TN 37243

April 30, 2024

Dr. Steven Gentile,

We are writing to provide our enthusiastic support for the Surge to Success grant application, which aims to address the pressing talent needs within the healthcare industry within Davidson County as well as the Northern Middle Tennessee Region. The proposed program aligns well with the region's increasing demand for skilled professionals, particularly surgical technologists, and medical equipment preparers, while also strengthening pathways to economic opportunity for the potential participants. We at the Research Center for Nashville Area Chamber of Commerce conducted an analysis of the demand, educational profile, and wages for both professions. Please see our findings below:

Demand

- The surgical technologist and medical equipment preparer occupations have increased steadily over the last four years. The current annual demand being 1407 in the region and 1039 in the county.
- Employment in the region for these occupations is slightly more concentrated than the national concentration, while county concentration far surpasses national figures with a location quotient of 1.56 for surgical technologist and 1.73 for medical equipment preparers.
- General medical and surgical hospitals make up 76.6% of employers for the Surge to Success occupations regionally, and 82.5% county-wide.

Educational Profile

- Typical entry-level education for medical equipment preparers in the region is a high school diploma or equivalent.
- Typical entry-level education for surgical technologists is a postsecondary non-degree award.
- For Surge to Success occupations in the region 27.3% have a two-year degree, 23.6% have a four-year degree, while 23.6% have some college and 17.3% only have a high school diploma.

Wages

- MIT's living wage threshold for Nashville is \$23.68 per hour or \$49,255 annually.
- The average median wage for medical equipment preparers in the region and the county is just below MIT's threshold at \$45,200 and \$46,400.
- The average median wage for surgical technologists in the region and the county is higher than that threshold at \$60,100 and \$61,600. indicating promising earning potential for program graduates.

In conclusion, the Chamber Research Center wholeheartedly endorses the Surge to Success grant proposal. With the inclusion of Nashville State Community College, and three of the region's largest healthcare institutions in Ascension St. Thomas, HCA Healthcare, and Vanderbilt University Medical Center, this program would not only meet the immediate workforce needs but also foster long-term economic prosperity and community development. We urge you to consider the invaluable impact that this program will have on our community and grant the necessary funds to support its implementation.

Sincerely,



Bishoy Mikhail
Vice President of Research & Director of Research Center
Research Center, Nashville Area Chamber of Commerce

Appendix C
Letter of Support

April 25, 2024

Dr. Steven Gentile
Executive Director
Tennessee Higher Education Commission
312 Rosa Parks Ave, 9th Floor
Nashville, TN 37243

RE: Letter of Support for GIVE (Governor's Investment in Vocational Education) Grant

Dear Dr. Gentile,

I am writing this letter in support of the Nashville Consortium's application for the GIVE (Governor's Investment in Vocational Education) Grant. The Nashville Health Care Council, as a member of the consortium, supports programs that will increase access to accelerated health care pathways, and as a result, close "skills gaps" in the workforce – specifically in areas identified as high-demand for the State of Tennessee in the THEC Academic Supply and Occupational Demand Report. The award of this grant will support further development of a strong healthcare workforce and talent pipeline throughout Davidson County and the state of Tennessee.

We believe the Nashville Consortium is a strong candidate worth serious consideration for the GIVE grant as the funds, if awarded, would support the buildout of training laboratories at the participating high schools, Nashville State faculty to teach Central Sterile Processing courses, and the design and implementation of an enhanced work-based learning and clinical experience for students with employer partners.

Additionally, the strong and unparalleled healthcare economic standing uniquely existing in Nashville. As an ecosystem partner, the Nashville Health Care Council exists to strengthen and elevate Nashville as *the* Healthcare City and strives to improve health care by serving as a catalyst for leadership and innovation. The Council is, at its core, an economic development organization focused on the growth and influence of Nashville's healthcare industry. The three pillars of the Council's economic development work include- **growing and attracting businesses, building strong talent pipelines, and supporting a strong business climate**. The Council's role in driving economic growth of Nashville's healthcare industry is delivering programs that build the best leaders in healthcare, building connections within our industry and telling the story of the Nashville healthcare industry to promote investment and growth. We believe this grant can accelerate those goals, helping us further our region's strength in this industry and helping our region continue to catalyze industry innovations that change the future of healthcare.

Sincerely,



Apryl Childs-Potter
President
Nashville Health Care Council

Appendix D
Clinical Agreements

MASTER AFFILIATION AGREEMENT

THIS MASTER AFFILIATION AGREEMENT (“Agreement”) is made **effective October 1, 2022**, by and between **Saint Thomas Health dba Ascension Saint Thomas** on behalf of itself and its affiliates, a Tennessee not-for-profit corporation (hereinafter referred to as “ASCENSION”), and **Nashville State Community College** (hereinafter referred to as the “SCHOOL”).

WITNESSETH:

WHEREAS, SCHOOL wishes to establish a clinical site for the education of its Students, and ASCENSION, as part of its mission, encourages and supports training/education programs; and

WHEREAS, SCHOOL administers education curricula for various health occupations (“Programs”), and seeks to provide, as part of the curricula, supervised experiences at an ASCENSION affiliated location for Students enrolled in the Programs (“Student(s)”); and

WHEREAS, ASCENSION and SCHOOL have determined that each may best accomplish its objectives by mutual assistance and seek to describe their Affiliation in this Agreement.

THEREFORE, in consideration of the mutual promises set forth herein, ASCENSION and SCHOOL agree as follows:

I. **Rights and Responsibilities of SCHOOL**

In addition to its rights and responsibilities described elsewhere in this Agreement, SCHOOL shall have the following rights and responsibilities:

A. **Assigning Students to Facility.** SCHOOL agrees to recommend for placement at one or more of the ASCENSION campuses, or its related clinics (hereinafter referred to as “the Facility(ies)”), only those Students who are qualified pursuant to the requirements established by the SCHOOL, appropriate regulatory agencies, and the Facility, and who have completed a Student Responsibilities Acknowledgement, attached hereto in Attachment A. SCHOOL shall provide a roster of the names of the Students (“Roster”), along with a rotation schedule to the Facility Coordinator (as defined below) prior to the education program. At that time, SCHOOL may also request any educational experiences desired for the Students as part of the educational program. Upon receipt of the Roster, or at any time after an educational experience begins, the Facility may refuse to allow any Student or Faculty (as defined below) to participate in the educational experience if the individual has an unfavorable record from previous employment, another clinical or educational experience, or any other reasonable justification made in good faith. All such decisions shall be made within the discretion of Facility and/or ASCENSION.

B. **Faculty.** SCHOOL shall designate and communicate to the Facility the name of faculty members who shall be primarily responsible for coordinating the education program conducted at Facility(ies) and monitoring Student progress (“Faculty”). Faculty who will be

monitoring Students on site at any Facility are required to meet the same requirements as Students as provided in this Agreement, including health work, orientation, a background check, signing a confidentiality agreement and completing an authorization form.

C. **Program Memoranda.** SCHOOL will provide the Facility with a description of syllabus requirements or other clinical objective expectations in the form of a Program Memorandum, for each program/discipline association, and such Program Memoranda may be updated or modified from time to time. SCHOOL and Facility will collaborate reasonably toward fulfillment of Program Memorandum expectations, but such expectations shall not constitute the legally binding obligation of Facility. In the event of conflicting provisions in any Program Memorandum and this Agreement, the provisions of this Agreement will control.

D. **OSHA.** SCHOOL will provide health care worker safety education including Occupational Safety and Health Administration's (hereinafter "OSHA(s)"), Tuberculosis Standard Training and Hazard Communication Standard Training, and Bloodborne Pathogen Training to Students and Faculty who may be exposed to blood and body fluids, as applicable, to the extent that such education is part of SCHOOL's accredited curriculum. Facility will provide applicable site-specific OSHA training for Students participating in on-site clinical rotations. SCHOOL will ensure that Students cooperate and participate with Facility in OSHA training for on-site clinical rotation placement.

E. **Health Work.** SCHOOL shall ensure that all Students and Faculty have completed appropriate health work including appropriate diagnostic testing, immunizations and vaccines as required by ASCENSION and/or Facility policies and practices for Student and Faculty health work. Further, each Student and Faculty shall have shown evidence of immunity as required by Facility policies and practices, prior to being granted access to the Facility. All students shall also undergo a drug screening urinalysis. Student shall comply with any state requirements before they are allowed to participate in any facility training, observing, and/or learning. All Students in this country on a student visa must have the same documentation for health standards as any other Student. SCHOOL understands and agrees that a student visa is not sufficient to validate health standards.

F. **Background Check Law.** Prior to placement at Facility, SCHOOL shall require that Students shall have a background check performed in accordance with the policies and procedures of ASCENSION and/or Facility. Results of the background check will be given to SCHOOL by Student at least four (4) weeks in advance of the start of the Student's educational experience or as otherwise directed by Facility. SCHOOL will not share the contents or results of the background check with Facility or its employees unless there is an adverse finding on the Student's background check. In the event SCHOOL discovers any adverse result(s) on a Student's background check, SCHOOL shall disclose such findings to Facility within three (3) business days of SCHOOL having received the results of the background check. Further, should Facility request copies of any Student's background check, SCHOOL shall, within three (3) business days of said request, furnish the applicable background check to Facility.

ASCENSION or its designee will notify the SCHOOL whether a Student has been rejected or accepted for participation in the learning experience at the Facility. ASCENSION reserves the

right to refuse placement of any individual ASCENSION believes could put its patients, employees and/or visitors at risk.

SCHOOL hereby agrees to notify ASCENSION as soon as possible when the SCHOOL becomes aware that an individual, who is currently on site at the Facility, has been charged with or convicted of any crime or has been investigated by any governmental agency.

SCHOOL shall ensure that background checks are completed for all Faculty who will be monitoring Students on site at any Facility. Should the background check disclose adverse information as to any Faculty member, SCHOOL will not assign that Faculty member to Facility. Documentation of the background check and current license, as applicable, will be provided to Facility upon request.

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

G. Policies and Procedures. SCHOOL agrees that all its Students and on-site Faculty shall abide by all applicable bylaws, directives, orders, rules, regulations, policies and procedures of the Facility and its medical staff, including all standards established by The Joint Commission or any other accrediting organization and those related to privacy and confidentiality, including those of patient health care information, and use and possession of alcohol, drugs, and weapons at the worksite.

ASCENSION has a Corporate Responsibility Program (“CRP”) which has as its goal to ensure that its customers comply with federal, state and local laws and regulations. The CRP focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. SCHOOL acknowledges ASCENSION’s commitment to the CRP and agrees to conduct itself, and on-site Faculty conduct themselves, in accordance with the underlying philosophy of the CRP. Additionally, School shall notify Students of the requirement that Students conduct themselves in accordance with the underlying philosophy.

SCHOOL further acknowledges that the operations of ASCENSION and its affiliates are in accordance with the Ethical and Religious Directives for Catholic Health Care Services, as promulgated from time to time by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor (“Directives”) and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to ASCENSION and its affiliates. The Directives are located at <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/upload/ethical-religious-directives-catholic-health-service-sixth-edition-2016-06.pdf> It is the intent and agreement of the parties that this Agreement shall not be construed to require ASCENSION, or its affiliates, to violate said Directives in its operation and all parts of this Agreement must be interpreted in a manner that is consistent with said Directives.

Before beginning the educational experience, SCHOOL shall require that Students and on-site Faculty have current Basic Life Support or Advanced Cardiac Life Support training, as applicable. Documentation of the training will be provided to Facility upon request.

Facility may refuse access to a Student or Faculty who fails to comply or fails to meet Facility's standards for safety, health or appropriate conduct. Students and Faculty shall not be deemed to be employees of ASCENSION for purposes of compensation, fringe benefits, workers compensation or any other purpose.

H. Patient Confidentiality. SCHOOL further agrees that its Students and Faculty shall maintain patient confidentiality. If a Student or Faculty member participating pursuant to this Agreement and individual Program Memorandum violates patient privacy under state or federal laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and its' implementing regulations, SCHOOL agrees that such Faculty or Student(s) will be removed from the Program contemplated by this Agreement and relevant Program Memorandum.

I. Accreditation and Licensure. SCHOOL shall maintain at all times during the term of this Agreement: (i) all necessary licensures and approvals from the state where Facility is located; and (ii) with respect to each Program, accreditation from the appropriate accrediting organization, unless such Program does not require specific accreditation. SCHOOL shall immediately notify Facility of any change in its accreditation or licensure status.

Copies of records identified in the above Sections shall be provided to the Facility immediately upon request (subject to law governing confidentiality of such records).

J. Audits. In the event ASCENSION requests SCHOOL to verify Student and/or Faculty requirements, SCHOOL will have 24 hours to produce the actual documentation (proof) of the requirement to ASCENSION. ASCENSION has the ongoing right, but not the obligation, to periodically audit SCHOOL for compliance with ASCENSION's published student/instructor requirements for Student placements under this Agreement. If during the audit SCHOOL is found to be noncompliant, the Student and/or Faculty will not be allowed to continue their placement with ASCENSION until all requirements have been met. If on a subsequent audit SCHOOL does not meet the ASCENSION's student affiliation requirements, SCHOOL agrees that ASCENSION has the right to discontinue affiliation with SCHOOL.

L. Student Evaluations. SCHOOL will be responsible for evaluation of each Student's participation in the educational experience. Facility will provide SCHOOL with information regarding each Student's performance upon reasonable request.

II. Facility Rights and Responsibilities

A. Accreditation and Licensure. Facility agrees that it has all the necessary qualifications, certifications and/or licenses to operate the Facilities pursuant to Federal and State laws and regulations.

B. Facility Coordinator. Facility shall designate a representative from Facility ("Facility Coordinator") to coordinate the relationship between Facility and SCHOOL. The Facility Coordinator will collaborate with the Faculty from SCHOOL to complete an assessment, as applicable and as provided by SCHOOL, of each Student's skills during the educational experience.

C. Student and Faculty Access. ASCENSION agrees to allow the SCHOOL's Students and Faculty access to clinical practice areas as reasonably required to support Students' clinical development. The Faculty and Students shall also have the right to use the Facility's cafeteria, classroom and library facilities, and parking areas.

D. Number of Placements. The parties will mutually decide upon an appropriate number of Students in each Program to be assigned to the Facility. The Facility, however, shall have the sole discretion to determine its capacity to accept Students for clinical placement under this Agreement, whether such capacity is described in terms of number of Students on-site at any one time, the number of hours of clinical supervision that Facility can provide over a period of time, or other such description of capacity.

E. Program Development. Representatives of the SCHOOL and the Facility will be in contact as often as necessary to coordinate and improve the SCHOOL's training/education program. The Facility and its employees will cooperate with the SCHOOL's Faculty in planning educational experiences for Students.

F. Termination of Access to Facility. ASCENSION and/or Facility reserve the right to immediately terminate the access of a Student or Faculty member to Facility when the Facility and/or ASCENSION believe that the individual exhibits inappropriate behavior, is disruptive, does not comply with applicable Facility rules or policies, or poses a threat to the health, safety, or welfare of a patient, employee, or any other person.

G. Emergency Medical Services. Emergency care as is available to the general public will be available to the SCHOOL's Students or Faculty who require such services while they are practicing in the SCHOOL's Program at the Facility. The Student or Faculty member receiving such services shall be responsible to pay the usual and customary charges for such care.

H. FERPA. ASCENSION acknowledges that Student educational records are protected by the Family Education Rights and Privacy Act ("FERPA"), and that Student permission must be obtained before releasing Student data to any party except SCHOOL.

I. SCHOOL Access to Facility. The Facility shall reasonably permit SCHOOL and its accreditation agencies to visit, tour, and inspect the Facility related to the educational experiences on reasonable advance written notice during the Facility administration's regular business hours, subject to requirements of patient confidentiality and other legal compliance requirements of the Facility and minimizing disruption or interference with Facility operation, including patient care activities.

III. **Miscellaneous.**

A. **Insurance.** In order to insure against potential liability arising out of the activities performed hereunder, or in any manner related to, this Agreement, SCHOOL and ASCENSION each agree to obtain and maintain, in full force and effect, liability insurance in the types and amounts set forth below. SCHOOL agrees to maintain professional liability insurance (with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate) for its participating Students, Faculty, employees and agents. ASCENSION agrees to maintain professional liability insurance with the aforementioned limits for its employees and agents. Further, both parties agree to individually maintain comprehensive general liability (CGL) insurance (with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate).

The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. 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. 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.

B. **Indemnity.** Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.

C. **Non-discrimination.** Both parties agree not to discriminate against Students on the basis of race, national origin, sex, age, creed, handicap or veterans status. It is the policy of ASCENSION to provide service to all persons without regard to race, color, national origin, handicap or age in compliance with 45 CFR Parts 80, 84, and 91, respectively. The same requirements are applied to all, and there is no distinction in eligibility for, or in the manner of providing services.

D. **Non-Exclusive.** This Agreement is not exclusive, and both parties are free to participate in similar programs with other entities.

E. **Entire Agreement.** This Agreement supersedes all previous contracts regarding the SCHOOL's Students in all Programs and, with the Recitals set forth above, constitutes the entire agreement between the parties.

F. **Invalid Provision.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof; and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

G. **Assignment.** This Agreement shall not be assigned without the written consent of the other party; such consent shall not be unreasonably withheld.

H. **Amendment.** This Agreement may be amended at any time with the signed, written approval of the parties. Such amendments or modifications will be typed separately and signed by the parties, and made a part of this Agreement.

I. **Independent Contracting Parties** Nothing contained in this Agreement will be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership and joint venture between the SCHOOL and ASCENSION and/or the Facility. Likewise, the Students and Faculty assigned to the Facility under this Agreement are not Facility or ASCENSION employees and are not entitled to any benefits of employees, including, but not limited to fringe benefits, unemployment compensation, minimum wage laws, social security or worker's compensation coverage.

J. **Governing Law and Compliance with Law.** This Agreement shall be governed by the laws of the state where Facility is located. All parties under this Agreement agree to abide by all applicable federal, state and local laws and regulations, including, but not limited to, HIPAA, in their performance hereunder.

K. **Term and Termination.** The term of this Agreement shall commence effective the date first above written and continue thereafter until terminated by either party upon ninety (90) days prior written notice, providing that Students in good standing and participating in clinical studies at the time of said notice of termination will be allowed to complete the curriculum. In the event any provision of this Agreement is breached, the non-breaching party may terminate this Agreement upon thirty (30) days written notice to the breaching party. If ASCENSION determines that its federal tax exemption or any tax-exempt bond covenant is (or is likely to be) adversely impacted by this Agreement, then ASCENSION may terminate this Agreement by providing at least ten (10) days notice to SCHOOL.

Under no circumstances shall the term of this contract extend beyond five (5) years from the effective date.

L. **Notices.** All notices under this Agreement shall be given in writing and shall be deemed to have been properly given if and when delivered, or sent by certified mail:

If to SCHOOL: Nashville State Community College
120 White Bridge Road
Nashville, TN 37209
Attn: Contracts

If to ASCENSION: Saint Thomas Health
102 Woodmont Blvd. Suite 800
Nashville, TN 37205
Attn: President and CEO

With a copy to: Ascension Legal Services
102 Woodmont Blvd. Suite 800
Nashville, TN 37205
Attn: Associate General Counsel

M. **Counterparts.** The parties may execute this Agreement in any number of duplicate originals, each of which constitutes an original, and all of which collectively constitute only one Agreement. The signatures of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page is as effective as executing and delivering this Agreement in the presence of the other party to this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or e-mail shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates below written.

ASCENSION

By: DocuSigned by:
Christopher Moore
UEF538970UBA4CF...

Print Name: Christopher Moore

Title: Chief Operating Officer/Chief Nursing Officer

Date: 8/30/2022

NASHVILLE STATE COMMUNITY COLLEGE

By: DocuSigned by:
Shanna Jackson
866646A7E4G7429...

Print Name: Shanna L. Jackson

Title: President

Date: 8/25/2022

ATTACHMENT A

STUDENT RESPONSIBILITIES ACKNOWLEDGEMENT

I, _____, a student at _____ (“School”) in the _____ Program desire the opportunity to obtain clinical experience through participation in an education experience at _____ (“Facility”).

1. I understand and agree to abide by: (i) all applicable Facility policies and procedures, including, without limitation, personnel policies and procedures of Facility, including the Ethical and Religious Directives for Catholic Health Care Services as found at <http://www.usccb.org/issues-and-action/human-life-and-dignity/health-care/upload/Ethical-Religious-Directives-Catholic-Health-Care-Services-fifth-edition-2009.pdf>; and (ii) [the requirements of the local Department of Community Health, The Joint Commission and other applicable federal, state, county agency, and/or accreditation bodies](#). I further understand and agree that failure to do so may result in the immediate termination of my participation in the aforementioned educational experience.

2. I understand and agree that I shall not use or disclose to any third party any trade secrets and/or confidential information, facts or documents relating in any way to Facility’s business operations, patients, suppliers, vendors, personnel, contracts or financial condition or any other confidential or proprietary information except as necessary to the completion of my educational experience. I understand the foregoing does not apply to publicly available information or information required by court order or applicable law.

3. I have been provided the necessary HIPAA training and understand and agree to: (i) appropriately access and disclose patient information; (ii) appropriately use Facility’s information system; and (iii) use reasonable safeguards to prevent unauthorized access to or disclosure of Facility’s patient information.

4. I understand and agree to the following terms:

- a. As part of the educational experience, I am not, and will not be, an employee of Facility and will therefore will not be eligible for any of the compensation or benefits that Facility’s employees receive;
- b. The training provided by Facility is general in nature, and a practical application of material taught in a classroom and is similar to what would be given in a vocational school or academic educational institution;
- c. I am not guaranteed employment with Facility following completion of the training period;
- d. All training provided by Facility is for my benefit, and not the benefit of Facility. Although the externship opportunity may include direct, hands-on training opportunities for me, Facility receives no immediate economic advantage from my activities and, on occasion, Facility's operations may be impeded by my presence or work;
- e. During the training period, I will train under the close supervision of Facility's employees, and will not replace existing Facility employees; and
- f. If I am currently employed by Facility in another position, the clinical learning experience will take place outside of my regular working hours, none of the

educational experience activities will be directly related to my current job, I will not perform any productive work during the educational experience or displace workers, I will work only under close supervision of a Facility employee or physician, and for anything outside the educational experience, I will clock-in so I will receive pay for services I provide as an employee.

5. I authorize all necessary exchanges of information between Facility and School related to me and my participation in the educational experience.

6. I agree to clearly identify myself as a student, both visually by the wearing of a name badge and in all written and verbal communication, to all patients, providers, and staff during my educational experience.

7. I agree to act only within the scope of my educational experience and, at such times as are necessary, will immediately attempt to resolve any question or doubt I have as to the extent of that scope with the appropriate Facility supervisor.

8. I have been appropriately immunized as required under the Master Affiliation Agreement and agree to submit to any additional health examinations that might be necessary to my participation in the educational experience and further agree to make the results of any such additional examinations available to Facility upon request.

9. I understand that Facility may make emergency care available to me during the term of my educational experience and that such emergency care will not be given without charge. I agree that I will be financially responsible for any medical care provided by Facility, including any emergency care.

10. I understand and agree that Facility retains the right to remove me at any time, if Facility deems such removal to be in the best interests of Facility and its patients.

11. I agree to release Facility from any liability for the loss of or damage to my personal property while on Facility property. I agree to be liable for and indemnify Facility for any claims made against Facility which are based solely on any of my activities. By signing this Student Responsibilities Acknowledgement, I, and my parent or guardian if applicable, acknowledge that I understand the risks of participating in the educational experience and hereby release Facility, its administration, Board of Trustees, employees and agents from any and all liability from my participating in the educational experience. I agree that this Student Responsibilities Acknowledgement shall be binding and of full force and effect upon my heirs, assigns, executors, personal representatives, and guardians, including parents, durable powers of attorney or next of kin.

STUDENT:

_____	_____
Signature	Date
_____	_____
Printed Name	Program

PARENT/GUARDIAN (If student is a minor): I hereby agree to the above terms on behalf of the above-named student.

Signature

Date

Printed Name

Program



System Office Clinical Affiliation Non-Standard Contract Routing Confirmation Review and Approval

TENNESSEE BOARD OF REGENTS

OBF-PURCH-SYS0001 Revision: 6/19/18

Date Logged	07/26/2022
TBR Contract Number	110878

Rush? no	Justification
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Department	Purchasing and Contracts
Contractor	Tristar Health System, Inc.
Purpose	Clinical Experience for TCATs and CCs

The signatures below indicate the attached contract has been reviewed and is recommended for approval

STEP 1: INSTITUTION APPROVALS		
Originator	DocuSigned by: <i>Crystal Rozenbaum</i>	2022-07-26 9:34 AM CDT
Department Approval	DocuSigned by: <i>Wheany Blackwood</i>	2022-07-26 9:42 AM CDT
STEP 2: TBR APPROVAL		
Contracts and Reporting	DocuSigned by: <i>Cassy Carrigan</i>	2022-07-26 9:53 AM CDT
PCPS	DocuSigned by: <i>Angela Gregory Flynn</i>	2022-07-26 1:32 PM CDT
General Counsel	DocuSigned by: <i>Chloe T. Shafer</i>	2022-07-26 2:57 PM CDT
STEP 3: THE AGREEMENT WILL BE FORWARDED TO APPROPRIATE VICE CHANCELLOR FOR REVIEW AND APPROVAL.		

Comments:

Name, title and email of the vendor/company signatories (including any representative tht needs to be copied):

wesley Fountain at wes.Fountain@HCAhealthcare.com

TBR CONTRACT SUMMARY SHEET**Institution Contact Data**

Name: Casey Carrigan	Email: casey.carrigan@tbr.edu	Phone No. 615-366-2199
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Vendor Contact Data

Vendor Address: 5380 Hickory Hollow Pkwy Suite - 200 Antioch, TN 37013	Contact Name: Wesley Fountain
Contact Phone: 423.661.5266	Contact Email: wes.fountain@HCAHealthcare.com
Vendor/Parent Company outside USA? yes or x no	If yes, list country:

Purpose of Contract:

Clinical Experience for TCATS and CCs

Contract Type: Clinical Affiliation Agreement

Contract Format (Check all that apply)

<input type="checkbox"/> TBR Standard Format	<input checked="" type="checkbox"/> Vendor Generated Contract reviewed by TBR Contracts
<input type="checkbox"/> Drafted by TBR/Not Standard Format	<input type="checkbox"/> Renewal or Modification of Existing Agreement


Contract Term

Start Date: 10/22/2022	End Date: 10/21/2027	Total Number of Renewals (if a renewal or change to an existing contract, please indicate renewals remaining): 0
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Contract Financial Information


Type: <input type="checkbox"/> Revenue <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> No Cost	Payment Frequency: No Cost
Amount per Year: 0	Amount w/all renewals: 0
Funding Source: Not Applicable	If not solely funded by Institution or Department, provide detail: N/A
If State funds, list FOAP to be charged (i.e. 110001-200230-74490-470): N/A	

Other Pertinent Information

Lease: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Non-debarment Verification (www.sam.gov): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> no	Attach non-debarment verification 
Grant: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Non-debarment Verification Date: 07/26/2022	
Procurement Method: N/A	Available for System- Wide Use: Yes If Other, list eligible entities: TCATS & CCs	
Ethnicity: (MJ) Majority Owned		

Contract Monitoring

Contract requires monitoring? yes or x no	If yes, designated contract monitor (individual responsible for ensuring receipt of goods/services and liaison with the vendor):	
If yes, monitoring frequency:	Monitor's email address:	

Attach backup documentation 

Not applicable

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this "Agreement") is made as of October 22nd, 2022 (the "Effective Date") by and between **THE TENNESSEE BOARD OF REGENTS (TBR)**, on behalf of the institutions listed on the attached Exhibit E (individually referred to hereinafter as "School") and **TriStar Health System, Inc.** ("Division") as disclosed agent for the hospitals listed on the attached Exhibit D. TBR and Division may be referred to herein individually as a "Party" and collectively as the "Parties." Upon execution, this Agreement supersedes and renders unenforceable any previous agreement between School and Division or between School and any Hospital listed on Exhibit D.

WITNESSETH:

WHEREAS, School enrolls students in an accredited degree or certificate program in one or more health related fields including, but not necessarily limited to, Anesthesia Technology; Certified Nursing Assistant; Computed Tomography (CT); Diagnostic Medical and Cardiovascular Sonography; Emergency Medical Services (EMT, AEMT, Paramedic, Critical Care); Health Information Management, (Associate of Applied Science Degree (HIM); Magnetic Resonance Imaging (MRI); Mammography; Medical Assistant; Medical Laboratory Science; Mental Health Technician; Nuclear Medicine; Nursing (Associate of Science (ASN), Bachelor of Science in Nursing (BSN), Master of Science in Nursing (MSN); Occupational Therapy Assistant; Occupational Therapy (OT); Ophthalmic Technology; Patient Care Technician; Pharmacy Technician; Phlebotomy Technician; Physical Therapy Assistant; Physical Therapy (DPT); Practical Nursing; Radiation Therapy; Radiography; Respiratory Care Technology; Sleep Diagnostics; Social Work; Speech and Language Pathology (SLP); Surgical Technology, collectively referred to herein as the ("Program");

WHEREAS, Division is comprised of a number of acute-care medical- surgical hospitals in the States of Tennessee, Kentucky and Georgia, all listed on the attached Exhibit D. Hospitals on Exhibit D will be referred to hereinafter as ("Hospital").

WHEREAS, School desires to provide students enrolled in the Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Division will make Hospital available to School for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

(a) **Clinical Program.** School will develop, implement and, operate the clinical learning experience component of the Program at the Hospital in a form and format acceptable to Hospital ("Clinical Program"). School may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, School will:

- (i) ensure the adequacy of Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");

- (ii) provide training and orientation and document the provision of such training and orientation for each Program Participant (defined below) with respect to applicable Hospital policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Semester Rotation");
- (iii) provide training for Hospital's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Hospital from time to time;
- (iv) identify to Hospital each Program Participant who will participate in a Semester Rotation as soon as that information is reasonably available to School;
- (v) ensure that Program Participants comply with applicable laws and Hospital policies and procedures when onsite at the Hospital;
- (vi) ensure that Program Participants treat Hospital patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Hospital operations or the provision of health care services for Hospital's patients;
- (vii) timely prepare and update with input from Hospital rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Hospital;
- (viii) ensure that Participating Students arrive early for each scheduled rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Hospital regarding Participating Student Clinical Program performance and evaluation and other pertinent information;
- (x) participate and ensure that Program Participants participate in Hospital's Quality Assurance and related programs;
- (xi) participate and ensure that Program Participants participate in Hospital training as determined necessary by Hospital from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) Responsibility.

- (i) School will retain ultimate responsibility for the appointment of faculty from the Program, to support the Clinical Program, for educating and supervising Participating Students and for evaluating Participating Students' performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Participating Students, Program faculty and other School representatives onsite at the Hospital (collectively "Program Participants") shall be accountable to the Hospital's Administrator while onsite at the Hospital.
- (iii) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Hospital's Program Representative to address unresolved issues.

- (c) Compliance with Program Requirements.** School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Program Participant access to the Hospital. Non-compliance or partial compliance with any such requirement may result in an immediate

denial of access or re-access to the Hospital.

- (d) **Dress Code**. School will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. School will cause Program Participants to pay for their own meals at the Hospital. School acknowledges and will regularly inform Program Participants that Hospital is not responsible for personal items lost or stolen at the Hospital.
- (e) **Use of the Hospital**. School will ensure that Program Participants use the Hospital solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records**. School will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to School a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants**. School will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.
- (h) **Program Participant Statements**. School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each Semester Rotation.
- (i) **Liability Insurance**. School shall obtain and maintain, or shall require each individual Participating Student to obtain and maintain, occurrence-based general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Participating Student, with insurance carriers approved by Hospital and covering the acts and omissions of the Participating Student. Both School and Hospital shall comply with their applicable state's worker's compensation law, requiring employers to provide worker's compensation coverage to all subject employees. School will, or will advise each individual Participating Student of the requirement to, notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage.

The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including TBR and the School or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by 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.
- (j) **Health of Program Participants**. School will ensure that each Program Participant submits to a medical examination acceptable to Hospital prior to each Semester Rotation. School will ensure that each Program Participant maintains health insurance and provides proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Hospital proof of health insurance as requested by Hospital from time to time. School acknowledges that as between Hospital and School, School is

responsible for arranging for each Program Participant's medical care and/or treatment, including transportation, in case of illness or injury while participating in the Clinical Program. School further acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Hospital or otherwise and regardless of fault or cause of injury.

School will ensure that each Participating Student furnishes to Hospital prior to each Semester Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Hospital until all records are provided):

- (i) Tuberculin skin test performed within the past twelve (12) months or documentation as a previous positive reactor;
- (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
- (iii) Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;
- (iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form;
- (v) Proof of Hepatitis B immunization or declination of vaccine; and
- (vi) Proof of Tdap (Tetanus, Diphtheria, Pertussis) vaccine, if patient contact is anticipated.

(k) Performance. All faculty provided by School to support the Clinical Program shall be faculty members of the Program duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

(l) Background Checks.

- (i) School will ensure that each Program Participant obtains prior to Program start and/or after break in enrollment a background check acceptable to Hospital, including, at a minimum, the following:
 - A. Social Security Number Verification;
 - B. Criminal Search (7 years or up to 5 criminal searches);
 - C. Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years (*not required for students younger than 21 years of age*);
 - D. Sex Offender and Predator Registry Search;

- E. HHS/OIG Exclusions Database;
 - F. GSA List of Parties Excluded from Federal Programs;
 - G. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and
 - H. Applicable State Exclusion List, if available.
- (ii) Background Checks for Program Participants who will be treating patients in the Hospital shall include all of the above, and the following:
- A. Education verification (highest level);
 - B. Professional license verification;
 - C. Certifications & Designations check;
 - D. Professional Disciplinary Action search;
 - E. Department of Motor Vehicle Driving History, based on responsibilities; and
 - F. Consumer Credit Report, based on responsibilities.
- (iii) School shall provide to Hospital an *Attestation of Satisfactory Background Investigation* in the form attached hereto as Exhibit C prior to each Semester Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program. Should School, in good faith, identify an item on a Student's completed criminal background investigation that could impact the Student's suitability for patient care, patient safety, or the safety of persons or property during the Program, and School is not certain whether it would bar the Student from participating in the Program, School may flag the item, redact the Student's name and identifying information from the investigation report, and submit the report to Hospital. For such questionable items, Hospital will make the final decision as to whether the Student can participate in the Program after reviewing the flagged item.

(m) Drug and Alcohol Testing. School will ensure that each Program Participant obtains prior to Program start and/or after break enrollment a drug and alcohol test acceptable to Hospital, including, at a minimum, the following:

- (i) Substances tested prior to placement at the Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, fentanyl analogues, methadone, marijuana, meperidine, and cocaine.
- (ii) Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Hospital's policies, and after any incident that involves injury or property damage.

Hospital shall not bear the cost of any such tests.

(n) Student Documentation. School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)- (m) of this Agreement during the Term and for as long as statutorily required.

- (o) **Access to Resources.** The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital will make Hospital access reasonably available to Program Participants and reasonably cooperate with School's orientation of all Program Participants to the Hospital. Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.
- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.
- (c) Hospital will ensure that the Hospital complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Hospital, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Hospital's emergency department or other appropriate Hospital as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Hospital does not have the resources to provide such emergency care, Hospital will refer such student to the nearest emergency Hospital.
- (d) To the extent Hospital generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Hospital will comply with applicable FERPA requirements. For purposes of this Agreement, School shall designate Hospital as a school official with a legitimate educational interest in the educational records of Participating Students to the extent that access to School's records is required by Hospital to carry out the Clinical Program.
- (e) Upon reasonable request, Hospital will provide proof to School that Hospital maintains liability insurance in an amount that is commercially reasonable.
- (f) Hospital will provide written notification to School if a claim arises involving a Program Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- (g) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Hospital's discretion. Hospital will notify School's Program Representative (defined below) when such action has occurred.
- (h) Upon reasonable notice from School, Hospital will make the Hospital reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed

agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. School will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.

- (i) Hospital shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.
- (j) Hospital shall provide student security badges or other means of secure access to Hospital patient care areas.
- (k) Hospital shall provide Program Participants with computer access, and access to call rooms, if necessary.
- (l) Hospital shall provide secure storage space for Participating Students' personal items when at the Hospital.
- (m) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Hospital.

3. MUTUAL RESPONSIBILITIES. The Parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Each School and Hospital will identify to the other a Clinical Program representative (each a "Program Representative") on or before the initiation of a Clinical Program by School at the Hospital by executing a Clinical Program Memorandum in the form attached hereto as Exhibit F. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- (b) School will provide qualified and competent Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Hospital.
- (c) Both School and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
- (d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.
- (e) Any courtesy appointments to faculty or staff by either School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.
- (f) Both School and Hospital will work together to create and maintain an appropriate learning environment for the Participating Students.
- (g) The School, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and

the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. WITHDRAWAL OF PARTICIPATING STUDENTS. Hospital may immediately remove a Participating Student from the Hospital when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School may terminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. FEES. All fees generated by or in connection with services provided by Program Participants to Hospital patients belong to Hospital. School on behalf of itself and each Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If School or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, School will and will cause Program Participants to immediately deliver and endorse over to Hospital all such amounts. School will and will cause Program Participants not to bill Hospital patients for services provided. School will and will cause Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Program Participants.

6. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.

- (a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- (b) Each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) School acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.

7. NON-DISCRIMINATION. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. LIABILITY. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or

those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.

9. **CONFIDENTIALITY.** School will and will ensure that Program Participants keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful affects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. TERM; TERMINATION.

- (a) The term of this Agreement will commence on the Effective Date and will continue for five (5) years unless terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Hospital shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.
- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Hospital may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) School hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that:
 - (i) School and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the School, or a Program Participant being excluded from participation in the Federal health care programs; and
 - (ii) in the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Hospital or any of Hospital's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician employees and physician contractors are memorialized in a signed written agreement or other satisfy an exception to the Stark Law physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).

(b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

12. **TRAVEL EXPENSES.** No expense of School or of a Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

13. **USE OF NAME OR LOGO.** School will not, and will cause Program Participants not to use names, logos or marks associated with Hospital without the express written consent of Hospital in each case.

14. **STUDENT PLACEMENT.** Division will only allow placement of Program Participants in Division Hospitals with the use of an electronic student placement system designated by the Division. Any contractual requirements or obligations, partnership costs, or use fees imposed upon the School by the third party related to this electronic student placement system are not the responsibility of the Division or its Hospitals and will not be negotiated on behalf of the School by the Division or its Hospitals.

15. **ENTIRE AGREEMENT.** This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

16. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

17. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

18. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

19. **GOVERNING LAW. INTENTIONALLY DELETED.**

20. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

21. **NOTICES.** All notices hereunder, other than ordinary communications between a School and a Hospital concerning the operation of a Clinical Program, by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to TriStar: Ms. Ferrol Thomas, MSN, RN, NPD-BC, CNRN
Vice President of Clinical Education
TriStar Center for Clinical Advancement
5380 Hickory Hollow Pkwy Suite - 200
Antioch, TN 37013

Copy to: HCA
One Park Plaza, Bldg. 1, 2-East
Nashville, TN 37203
Attention: Operations Counsel

If to TBR: Contracts and Reporting
1 Bridgestone Park
Nashville, TN 37214
Phone: (615) 366-1436
Email: contracts.reporting@tbr.edu

Copy to: TBR: Angela Gregory Flynn
Associate Vice Chancellor for Procurement, Contracts and Payment Services
1 Bridgestone Park
Nashville, TN 37214
Phone: (615) 366-1436
Email: angela.flynn@tbr.edu

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

22. COUNTERPARTS. This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

23. HIPAA REQUIREMENTS. To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

24. NO REQUIREMENT TO REFER. Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

25. NO PAYMENTS. Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

26. RECITALS. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

27. **Equitable Remedies.** School acknowledges that the injury which might be suffered by Hospital in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement may be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to seek equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

28. **DISCLOSURE OF AGENCY RELATIONSHIP.** The parties acknowledge that this Agreement has been executed by TriStar Division, Inc. as a fully-disclosed agent for the hospitals listed on Exhibit D subject to the terms hereof and that it shall not be liable under any theory of liability for the actions, obligations or responsibilities of the hospitals on Exhibit D, subject to the terms hereof. Each of the hospitals on Exhibit D subject to the terms hereof shall, however, be directly bound under this Agreement. Each of the hospitals on Exhibit D subject to the terms hereof and bound by this Agreement shall not be responsible for the acts or omissions of any other party.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

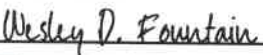
TENNESSEE BOARD OF REGENTS

DocuSigned by:  
15B44CDEEAC7429...

By: Flora W. Tydings

Title: Chancellor 2022-07-27 | 3:44 PM CDT

TriStar Health System, Inc.

DocuSigned by: 
E7C63B80174C4C5...

By: Wesley Fountain

Title: Chief Financial Officer

2022-07-27 | 3:42 PM CDT

TBR Contract Number

108934

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at _____ ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: _____ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

EXHIBIT B

Confidentiality and Security Agreement

I understand that the Hospital or business entity (the "Hospital") for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Hospital has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' health information. Additionally, the Hospital must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, "Confidential Information").

In the course of my employment/assignment at the Hospital, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job related duties in accordance with the Hospital's Privacy and Security Policies, which are available on the Hospital intranet (on the Security Page) and the Internet (under Ethics & Compliance). I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Hospital systems.

General Rules:

1. I will act in the best interest of the Hospital and in accordance with its Code of Conduct at all times during my relationship with the Hospital.
2. I understand that I should have no expectation of privacy when using Hospital information systems. The Hospital may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Hospital, in accordance with the Hospital's policies.

Protecting Confidential Information:

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Hospital policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. I will only use such communication methods when explicitly authorized to do so in support of Hospital business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.
4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Hospital Information Security Standards and Hospital record retention policy.
5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the

School or at the Hospital, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.

6. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. I will not transmit Confidential Information outside the Hospital network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Hospital using email or other electronic communication methods, I will ensure that the Information is encrypted according to Hospital Information Security Standards.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Hospital information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Hospital information, I am affirmatively representing to the Hospital at the time of each access that I have the requisite business need to know and appropriate consent, and the Hospital may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Hospital Information Security Standards
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Hospital data (e.g., Hospital email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Hospital has the right to:
 - a. Require the use of only encryption capable devices.
 - b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
 - c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Hospital data regardless of it being a Hospital or personally owned device.
 - d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
 - e. Restrict access to any mobile application that poses a security risk to the Hospital network.

Doing My Part – Personal Security:

1. I understand that I will be assigned a unique identifier (e.g., 3-4 User ID) to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification processes.
2. I will:
 - a. Use only my officially assigned User-ID and password (and/or token (e.g., SecurID card)).
 - b. Use only approved licensed software.
 - c. Use a device with virus protection software.
3. I will never:

- a. Disclose passwords, PINs, or access codes.
- b. Use tools or techniques to break/exploit security measures.
- c. Connect unauthorized systems or devices to the Hospital network.
- 4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, positioning screens away from public view.
- 5. I will immediately notify my manager, Hospital Information Security Official (FISO), Director of Information Security Operations (DISO), or Hospital or Corporate Client Support Services (CSS) help desk if:
 - a. my password has been seen, disclosed, or otherwise compromised;
 - b. media with Confidential Information stored on it has been lost or stolen;
 - c. I suspect a virus infection on any system;
 - d. I am aware of any activity that violates this agreement, privacy and security policies; or
 - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Hospital systems.

Upon Termination:

- 1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Hospital.
- 2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Hospital.
- 3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Hospital.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature	Hospital Name and COID	Date
Printed Name	Business Entity Name	

EXHIBIT C

Attestation of Satisfactory Background Investigation

On behalf of _____ [Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to _____ [Name of Hospital] ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

- _____ does not reveal any criminal activity;
- _____ does not reveal ineligibility for rehire with any former employer or otherwise indicate poor performance;
- _____ confirms the individual is not on either the GSA or OIG exclusion lists;
- _____ confirms the individual is not listed as a violent sexual offender;
- _____ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals;
- _____ no other aspect of the investigation required by Employer reveals information of concerns;
- _____ For any unchecked categories above, School has disclosed the information of concern to the Hospital Human Resources Department and has received written approval to allow participation by the Student who is the subject of the concerning information. (School shall maintain a copy of the Hospital's written approval along with Student's Attestation).

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name: _____
Address: _____
Date of Birth: _____
Social Security Number: _____

I also acknowledge and agree to an annual compliance audit by Hospital of five percent (5%) or a minimum of thirty (30) such background investigation files as authorized by the subjects under the Fair Credit Reporting Act (FCRA).

Signature

Printed Name

[Name of Organization]

Date: _____

EXHIBIT D
(School Affiliation Agreement)

Hospital	Owner
NorthCrest Medical Center 100 Northcrest Dr. Springfield, TN 37172 Contact: Holli Moore Holli.Moore@hcahealthcare.com	Springfield Health Services, LLC
Parkridge East Hospital 941 Spring Creek Road Chattanooga, TN 37412-3909 Contact: Laura Rich Laura.Rich2@hcahealthcare.com	Parkridge Medical Center, Inc.
Parkridge Medical Center 2333 McCallie Ave. Chattanooga, TN 37404-3258 Contact: Laura Rich Laura.Rich2@hcahealthcare.com	Parkridge Medical Center, Inc.
Parkridge Valley Hospital 2200 Morris Hill Road Chattanooga, TN 37421-2818 Contact: Laura Rich Laura.Rich2@hcahealthcare.com	Parkridge Medical Center, Inc.
Parkridge West Hospital 1000 Highway 28 Jasper, TN 37347 Contact: Laura Rich Laura.Rich2@hcahealthcare.com	Parkridge Medical Center, Inc.
Pinewood Springs 1001 N James Campbell Blvd. Columbia, TN 38401 Contact: Laura Rich Laura.Rich2@hcahealthcare.com	Tristar Maury Behavioral Health, LLC
TriStar Ashland City Medical Center 313 North Main Street Ashland City, TN 37015-1347 Contact: Desiree Simmons Desiree.Simmons@hcahealthcare.com	HCA Health Services of Tennessee, Inc.
TriStar Centennial Medical Center 2300 Patterson Street Nashville, TN 37203 Contact: Desiree Simmons Desiree.Simmons@hcahealthcare.com	HCA Health Services of Tennessee, Inc.
TriStar Greenview Regional Hospital 1801 Ashley Circle Bowling Green, KY 42104-3362	Greenview Hospital, Inc.

Contact: Jenni McClain
Jenni.Mcclain@hcahealthcare.com

TriStar Hendersonville Medical Center
355 New Shackles Island Rd.
Hendersonville, TN 37075-2300
Contact: Dahna Wright
Dahna.Wright@hcahealthcare.com

Hendersonville Hospital Corporation

TriStar Horizon Medical Center
111 Highway 70 E
Dickson, TN 37055-2080
Contact: Shannon Hambley
Shannon.Hambley@hcahealthcare.com

Central Tennessee Hospital Corporation

TriStar Skyline Madison Campus
500 Hospital Drive
Madison, TN 37115-5031
Contact: Matt Thomas
Matthew.Thomas4@hcahealthcare.com

HTI Memorial Hospital Corporation

TriStar Skyline Medical Center
3441 Dickerson Pike
Nashville, TN 37207-2539
Contact: Sarah Wallace
Sarah.Wallace3@hcahealthcare.com

HTI Memorial Hospital Corporation

TriStar Southern Hills Medical Center
391 Wallace Road
Nashville, TN 37211-4851
Contact: Lee Ann Hanna
Lee.Hanna@hcahealthcare.com

HCA Health Services of Tennessee, Inc.

TriStar StoneCrest Medical Center
200 StoneCrest Boulevard
Smyrna, TN 37167-6810
Contact: Stephanie Gunderson
Stephanie.Gunderson@hcahealthcare.com

HCA Health Services of Tennessee, Inc.

TriStar Summit Medical Center
5655 Frist Blvd.
Hermitage, TN 37076-2053
Contact: Jackie Price
Jackie.Price@hcahealthcare.com

HCA Health Services of Tennessee, Inc.

EXHIBIT E

(School Affiliation Agreement)

Tennessee Colleges of Applied Technology:

TCAT - Athens	TCAT - Hohenwald	TCAT - Murfreesboro
TCAT - Chattanooga	TCAT - Jacksboro	TCAT - Nashville
TCAT - Covington	TCAT - Jackson	TCAT - Northwest
TCAT - Crossville	TCAT - Knoxville	TCAT - Oneida
TCAT - Crump	TCAT - Livingston	TCAT - Paris
TCAT - Dickson	TCAT - McKenzie	TCAT - Pulaski
TCAT - Elizabethton	TCAT - McMinnville	TCAT - Ripley
TCAT - Harriman	TCAT - Memphis	TCAT - Shelbyville
TCAT - Hartsville	TCAT - Morristown	

Community Colleges:

Chattanooga State Community College	Northeast State Community College
Cleveland State Community College	Pellissippi State Community College
Columbia State Community College	Roane State Community College
Dyersburg State Community College	Southwest Tennessee Community College
Jackson State Community College	Volunteer State Community College
Motlow State Community College	Walters State Community College
Nashville State Community College	

EXHIBIT F

CLINICAL PROGRAM MEMORANDUM

THIS CLINICAL PROGRAM MEMORADUM ("Memorandum") is entered as of _____ (the "Effective Date"), by and between _____ ("Facility") _____ (the "Institution") _____, pursuant to the terms of that certain School Affiliation Agreement dated as of _____, between **THE TENNESSEE BOARD OF REGENTS (TBR)**, and **TriStar Health System, Inc.** (the "Affiliation Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Affiliation Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual benefits, covenants, and agreements set forth below, the parties hereby agree as follows:

I. Program.

1.1 Institution offers an educational program in _____ in accordance with the laws of the State of Tennessee (the "Program"). Facility shall provide clinical experiences to students in the Program in accordance with the terms of this Memorandum and the Affiliation Agreement.

1.2 The Institution shall appoint the following Clinical Program Representative for the Program who shall serve as the Institution's liaison with Facility:

Name
Title
Address
Telephone Number
Email Address

1.3 The Facility shall appoint the following Clinical Program Representative for the Program who shall serve as the Facility's liaison with Institution:

Name
Title
Address
Telephone Number
Email Address

II. Obligations Surviving Termination. In the event that this Memorandum expires or is terminated for any reason (including as a result of the expiration or termination of the Affiliation Agreement), (a) the students who are then participating in the Program shall be allowed to complete their current clinical rotation, and the parties agree that the terms of this Memorandum will remain in effect with respect to such students until completion of their rotation.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

**Facility
Address**

By: _____

Title: _____

**Institution
Address**

By: _____

Title: _____

Not applicable

**AGREEMENT
BY AND BETWEEN
NASHVILLE STATE COMMUNITY COLLEGE
AND
VANDERBILT UNIVERSITY MEDICAL CENTER
and its affiliates**

THIS AGREEMENT is entered into by and between Nashville State Community College, Nashville, Tennessee (hereinafter referred to as "SCHOOL") and Vanderbilt University Medical Center, Nashville, Tennessee, a Tennessee not-for-profit corporation, and its affiliates (hereinafter referred to as "VUMC") ("AGREEMENT").

WITNESSETH

WHEREAS, SCHOOL desires to provide students enrolled in SCHOOL's Central Sterile Processing and Surgical Technology programs (hereinafter referred to individually as "STUDENT" and collectively as "STUDENTS") with the opportunity to experience clinical training at VUMC ("PROGRAM"); and

WHEREAS, VUMC has the expertise to provide such clinical training;

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. SCOPE OF ASSIGNMENT

- A. VUMC agrees to accept STUDENTS from SCHOOL for clinical training under the terms and conditions outlined in this Agreement and in Appendix A, attached hereto and made a part hereof by this reference. SCHOOL shall recommend only those STUDENTS who have fulfilled the prerequisites and meet the requirements as outlined in this Agreement and Appendix A. VUMC reserves the right to decline or accept any STUDENT recommended by SCHOOL.
- B. SCHOOL shall designate a staff member who is acceptable to VUMC, to serve as liaison between SCHOOL and VUMC. VUMC shall designate a staff member who is acceptable to SCHOOL, to serve as a liaison between VUMC and SCHOOL.
- C. SCHOOL and VUMC will plan appropriate consultation conferences to coordinate STUDENTS' clinical schedules. VUMC will allow faculty/staff members of SCHOOL to visit VUMC and STUDENTS. Such consultations and visits shall be on terms mutually agreed upon by SCHOOL and VUMC in advance.
- D. The determination of the number of STUDENTS, dates of assignments, and availability of VUMC facilities and resources shall be determined by VUMC and agreed upon in writing by VUMC and SCHOOL prior to assignment of any STUDENT.
- E. VUMC is not required to accept any minimum number of qualified applicants in any given year and the SCHOOL is not required to provide any minimum number of qualified applicants to VUMC in any given year.

- F. SCHOOL and VUMC shall inform one another of changes in academic curriculum, and changes in availability of learning opportunities.
- G. SCHOOL is solely responsible for academic matters pertaining to STUDENTS under this Agreement, and VUMC shall be responsible for coordinating and directing STUDENTS' clinical training experience, clinical training schedules, evaluating STUDENT performance while at VUMC, and providing a planned and supervised program at VUMC. VUMC shall have sole responsibility for patient care services at VUMC and the level at which the STUDENTS participate in such patient care.
- H. Withdrawal of a STUDENT from an assignment may be requested by SCHOOL or VUMC 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 SCHOOL and VUMC, provided that any withdrawal shall be in accordance with VUMC'S policies and procedures. Notwithstanding the foregoing, VUMC retains the right at all times to safeguard the health, safety, and welfare of its patients and the orderly operation of its facilities; and, in such capacity, shall have the right to remove a STUDENT from an assignment at any time.
- I. The parties understand and agree that no honoraria will be paid for acting as a preceptor or supervisor of a STUDENT.

II. RESPONSIBILITIES OF VUMC

- A. VUMC shall provide supervision of STUDENTS while participating in the PROGRAM and maintain a sufficient level of staff support to carry out normal service functions so that STUDENTS will not be performing patient care without supervision. In addition, VUMC will comply with any State and Federal regulations applicable to the PROGRAM.
- B. VUMC shall provide reasonable first aid assistance for students who experience PROGRAM related injuries or illnesses, including needle sticks.
- C. VUMC shall obtain the consent of STUDENT prior to any test or treatment provided to the STUDENT. The cost of any first aid services provided to the STUDENT shall be the responsibility of the STUDENT. Additionally, the cost of any follow-up, referrals, x-rays, or laboratory tests as may be necessary shall not be borne by SCHOOL or VUMC, but shall be the responsibility of the individual STUDENT, regardless of whether or not such services are covered by the STUDENT's health insurance.
- D. VUMC shall provide adequate space, equipment, records, instruction/supervision and caseload, as available, needed for the clinical education experience.
- E. VUMC shall notify the proper SCHOOL representative in matters relating to any potential discipline of any STUDENT.
- F. VUMC shall provide STUDENTS, prior to the beginning of their affiliation, a written orientation to its policies and procedures, with comments on expected standards for conduct and appearance. VUMC shall make available to SCHOOL the appropriate written orientation materials including relevant VUMC policies, procedures, rules and regulations.

- G. VUMC retains the ultimate responsibility for the quality of patient care at VUMC.
- H. VUMC reserves the right, in its sole discretion, not to accept any STUDENT into the Program who has not met the conditions of participation as set forth in this Agreement.
- I. VUMC may immediately remove from the premises any STUDENT who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior. VUMC may request SCHOOL to withdraw or dismiss a STUDENT from the Program at VUMC when his or her professional practice experience and/or performance is unsatisfactory to VUMC or his or her behavior, in VUMC's discretion, is disruptive or detrimental to VUMC and/or its patients. In such event, said STUDENT's participation in the Program shall immediately cease; however, SCHOOL has ultimate control or discretion over any grades given to the STUDENTS.

III. RESPONSIBILITIES OF SCHOOL

- A. SCHOOL shall determine eligibility for STUDENTS' participation in the PROGRAM at VUMC. SCHOOL is solely responsible for academic matters under this Agreement and hereby agrees to provide and maintain the personnel records and reports necessary to document the STUDENT's clinical learning experience for the purpose of academic credit.
- B. All requests made by SCHOOL for student placements at VUMC must be in writing and submitted to VUMC at least thirty (30) days prior to the start of the clinical rotation, and shall include the following information:
 - 1. Type of unit on which placement is requested.
 - 2. Number of STUDENTS to be placed.
 - 3. Names of STUDENTS.
 - 4. Desired specific dates and time of placement, including days of week and hours to be on units.
- C. SCHOOL shall provide VUMC any information as VUMC may reasonably request regarding STUDENTS' qualifications for participation in the PROGRAM. Such information shall be provided prior to the assignment of a STUDENT to VUMC, or otherwise upon VUMC's request. Transfer of information from SCHOOL to VUMC and from VUMC to SCHOOL from a STUDENT's educational records shall be made only with the STUDENT's written consent, unless notice of such transfer is otherwise permitted by applicable federal or state law. SCHOOL covenants that with respect to any transfer of educational records of a STUDENT to VUMC that it shall comply with all applicable federal and state laws regarding the confidentiality of a student's personal educational record, including without limitation the Family Educational Rights and Privacy Act ("FERPA"). For purposes of this AGREEMENT, SCHOOL and VUMC are hereby designated as school officials with a legitimate interest in the education records of participating students.
- D. STUDENTS admitted to VUMC for clinical training shall be subject to all applicable policies, procedures, and regulations of SCHOOL and VUMC. In the event of conflict between VUMC and SCHOOL, the policies and regulations of VUMC shall prevail.
- E. STUDENTS are considered to be, and shall be treated as, STUDENTS and trainees who have no expectation of receiving compensation or future employment from SCHOOL or VUMC.

STUDENTS are not, nor shall be considered to be, employees of VUMC, and, as such, they shall not be entitled to monetary compensation or to employee benefits, including worker's compensation benefits.

- F. SCHOOL shall require STUDENTS to dress in accordance with such reasonable dress and personal appearance standards reasonably required by VUMC. SCHOOL shall require STUDENTS to wear and/or display such nametags or other identification as VUMC may reasonably require.
- G. SCHOOL shall ensure and submit evidence that, prior to coming to VUMC, STUDENTS meet all health screenings, immunization requirements of VUMC, which shall be provided upon request and may be revised by VUMC at any time in its sole discretion in order to ensure that STUDENTS will not be a health hazard to patients and to protect the personal health of the STUDENTS.
- H. If any STUDENT should arrive without all required immunizations and laboratory tests, that STUDENT will not be allowed to begin his/her clinical internship. Further, if any STUDENT arrives without all of the required immunizations or verifying documentation, it will be the responsibility of the STUDENT to obtain and pay for the required immunization(s) prior to beginning the clinical internship; VUMC will not be responsible for the costs of such immunizations.
- I. SCHOOL shall require staff from SCHOOL who visit VUMC to meet the same requirements as STUDENTS as outlined in Section III.G and H above.
- J. Prior to STUDENTS beginning a clinical experience or internship at VUMC, VUMC shall provide to STUDENTS certain online training, which may include but not be limited to OSHA Bloodborne Pathogens Standards, Tuberculosis, and the VUMC Fire/Emergency Response Plan, with the understanding that STUDENTS must complete such training prior to beginning their internship. SCHOOL acknowledges that VUMC may change such training requirements from time to time.
- K. Prior to the start of a STUDENTS' clinical experience, SCHOOL shall provide STUDENTS, or cause STUDENTS to provide proof of proficiency in cardiac and pulmonary resuscitation (i.e., CPR) from either the American Heart Association or the American Red Cross.
- L. SCHOOL shall prohibit STUDENTS, its faculty, and/or staff from submitting for publication any material relating to a clinical education experience at VUMC without prior written approval of SCHOOL and VUMC.
- M. SCHOOL shall require that each of its STUDENTS who participate in an educational experience at VUMC facilities pursuant to this Agreement submit to a criminal background investigation, the scope and extent of which will be determined by VUMC and which must be current within twelve months of application. The scope of the investigation, as well as specific convictions that are to be considered as a bar to STUDENT's participation in the Program, are set forth in Appendix B (Scope and Extent of Background Investigation) and may be changed by VUMC at its discretion upon prompt written notice to SCHOOL. It shall be the SCHOOL and STUDENT's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks. The investigation will be performed in accordance with state and federal law. SCHOOL shall have each of its STUDENTS subject to the

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investigation sign an appropriate waiver, release and permission document to allow the investigation to be performed. It is understood that failure to perform the investigation in order to determine whether any STUDENT of SCHOOL should be assigned to VUMC's facilities shall be considered a breach of this agreement. Should SCHOOL, in good faith, identify a questionable item on a STUDENT's completed criminal background investigation and SCHOOL is not certain whether it would bar the STUDENT from participating in the Program, SCHOOL may flag the item, redact the STUDENT's name and identifying information from the investigation report, and submit the report to VUMC. For such questionable items, VUMC will make the final decision as to whether the STUDENT can participate in the Program after reviewing the flagged item. The parties agree that, within the limits and to the extent permitted by law, SCHOOL is ultimately responsible for reviewing the investigation report. Verification of acceptable results from a criminal background check shall be available sixty (60) days prior to STUDENT's participation in the Program.

- N. SCHOOL shall retain documentation demonstrating compliance by each STUDENT, faculty and staff member with the immunization, training, and background check requirements described above, and shall make such documentation available for inspection by VUMC and/or provide copies to VUMC upon request by VUMC. Any STUDENT, faculty or staff member who does not satisfy the requirements above will not be allowed to begin, or to continue his/her clinical experience. In the event that VUMC determines that SCHOOL is not in compliance with its responsibilities set forth above, this Agreement and all clinical experiences provided for hereunder may be immediately suspended by VUMC in its sole discretion until SCHOOL can demonstrate to VUMC'S satisfaction that it has met all such requirements.
- O. SCHOOL shall assume full responsibility for curriculum design, quality of students enrolled, maintenance of records and reports, the acceptance, promotion and dismissal of students and the awarding of degrees.
- P. SCHOOL shall advise STUDENTS of the requirement to follow and adhere to all appropriate rules, regulations, policies and procedures of VUMC.
- Q. SCHOOL shall perform its responsibilities hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules, and regulations of each as may be in effect from time to time. Neither SCHOOL nor any STUDENT shall interfere with or adversely affect the operation of VUMC or the performance of services therein.
- R. SCHOOL shall require STUDENTS of SCHOOL to maintain pertinent records and forms provided by VUMC and SCHOOL shall ensure the confidential nature of their contents.
- S. SCHOOL shall enforce the prohibition against the publication by STUDENTS of any material related to the clinical learning experience that has not been reviewed and cleared by SCHOOL and VUMC to assure that:
 - 1. No proprietary information is published.
 - 2. Infringement of patients' rights to privacy is avoided.
- T. SCHOOL shall ensure that STUDENTS are trained in compliance with basic training regarding confidentiality of protected health information under the HIPAA Privacy regulations.

IV. TERM AND TERMINATION

- A. This Agreement shall become effective February 1, 2023, and continue for three (3) years until January 31, 2026, unless terminated earlier in accordance with the provisions herein. 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 XVI 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; provided that any STUDENT from SCHOOL who is currently participating in the PROGRAM at VUMC when notice of termination is given will be permitted to complete his or her training period as previously scheduled, subject to Section I.H above. This Agreement shall be terminated immediately if either party's certification of license to operate is repealed or suspended by any governmental licensing or certifying agency.
- C. In the event that either party shall become insolvent or make a general assignment for the benefit of creditors, then, at the option of either party, this Agreement may be terminated by written notification to the other party, at least fifteen (15) days prior to the day of termination.

V. 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. Any and all claims against the State of Tennessee, including the SCHOOL or its employees, for injury, damages, expenses or attorneys' fees, shall be heard and determined in the manner prescribed by the law of the State of Tennessee. Damages recoverable against SCHOOL shall be limited as required by laws of the State of Tennessee.

VI. INSURANCE

- A. SCHOOL shall provide, or cause STUDENTS assigned to VUMC to obtain, professional liability coverage acceptable to VUMC in a minimum amount of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Claims made coverage is permitted, provided the policy retroactive date for coverage is no later than the commencement date of this Agreement, and is continuously maintained during all periods under the Agreement. Coverage shall stay in force with the retroactive date maintained for an additional three (3) years after expiration date of the Agreement. The required limits may be satisfied in combination of primary and excess insurance.
- B. SCHOOL shall provide, or cause STUDENTS to obtain, health insurance that is acceptable to VUMC covering STUDENTS during the term of their assignment at VUMC and provide VUMC with evidence of such coverage.
- C. Upon request, SCHOOL shall provide VUMC with Certificates of Insurance evidencing the above coverage. SCHOOL will make a reasonable effort to notify the other of any adverse material change in the required insurance.
- D. Any self-insurance arrangement must be through an actuarially sound program of self-insurance. Any limitation of liability or disclaimer of damages in this Agreement shall not apply to the extent that the applicable damage or liability is an insurable loss for which the

SCHOOL is required to maintain insurance and would otherwise be recoverable if not for the limitation of liability or disclaimer of damages.

VII. CONFIDENTIALITY

- A. VUMC and SCHOOL acknowledge, and SCHOOL shall require of STUDENTS, that as a condition of participation in this training experience, STUDENTS are required to maintain protected health information, as defined at 45 C.F.R. §160.103, of VUMC'S patients and all other 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 under applicable state and federal laws (collectively, "Patient Information"), in accordance with all such applicable standards of professional ethics, state and federal laws, including without limitation the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d *et seq.*, and 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, all collectively referred to herein as "HIPAA"
- B. VUMC and SCHOOL agree that only for purposes of HIPAA, STUDENTS shall be considered members of VUMC'S workforce, as that term is defined at 45 C.F.R. § 160.103, when receiving training under this Agreement at VUMC, and as such, neither party shall be considered a business associate of the other and no business associate agreement is required between VUMC and SCHOOL. SCHOOL agrees to require STUDENTS to comply with VUMC'S HIPAA policies and procedures, any other policies and procedures governing the privacy and security of Patient Information, and to participate in any training required by VUMC for workforce members. Notwithstanding the preceding, STUDENTS are not and shall not be considered to be employees of VUMC.
- C. STUDENTS shall not make copies of patient records or remove any Patient Information from VUMC. Further, STUDENTS shall not include, and SCHOOL shall not request that STUDENTS include, any Patient Information in any oral or written presentations, including without limitation papers, reports or case studies. Further, notwithstanding any other provision set forth herein, SCHOOL shall not have access to any Patient Information, unless such access is otherwise permitted by HIPAA, any other applicable federal and state laws, and VUMC'S confidentiality and privacy and security policies and procedures and SCHOOL first obtains the written permission of VUMC.

VIII. 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.

IX. NOTICES

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

SCHOOL: Van Bates
Nashville State Community College
120 White Bridge Road
Nashville, TN 37209

VUMC: Department of Nursing Education & Professional Development
Vanderbilt University Medical Center
3401 West End Avenue, Suite 790
Nashville, TN 37203
student.placement@vumc.org

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

X. MEDIA

Each party agrees it will not use the other party's name, marks, or logos 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.

XI. MEDICAL RECORDS

All medical records and case histories of patients treated by VUMC shall be kept at VUMC, and shall be the property of VUMC.

XII. 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 VI 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.

XIII. 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.

XIV. INDEPENDENT CONTRACTOR

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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, shall have 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, or employee benefits of the other party by virtue of this Agreement.

XV. COUNTERPART SIGNATURE

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

XVI. WRITTEN AMENDMENT/WAIVERS

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

XVII. 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 without regard to choice of law principles, 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.

XVIII. 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.

XIX. NON-EXCLUSIVITY

Each party shall have the right to enter into similar Agreements with other parties.

XX. HEADINGS NOT BINDING

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.

XXI. 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.

Remainder of page is intentionally blank.

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 Vanderbilt University Medical Center for itself, and on behalf of its wholly owned affiliates as sole member:

John Plummer
John Plummer (Feb 23, 2023 07:20 CST)

John P. Plummer
Interim Director, Office of Contracts Management

2/23/23

Date

FOR NASHVILLE STATE COMMUNITY COLLEGE

DocuSigned by:

Shanna Jackson

Print Name: Shanna L. Jackson
Print Title: President

1/11/2023

Date

Appendix A

**CLINICAL ROTATION CRITERIA
DEPARTMENT OF NURSING EDUCATION & DEVELOPMENT
NURSING STUDENT TRAINING**

Prior to coming to VUMC for clinical rotation, STUDENTS must have completed the didactic material in preparation for their clinical rotation. STUDENTS must have had adequate classroom training prior to arrival for clinical training. VUMC staff in the Department of Nursing Education and Development shall at its sole discretion make the determination as to whether STUDENTS are adequately prepared for acceptance of clinical rotation at VUMC. VUMC will notify SCHOOL immediately of any STUDENT it deems not to be adequately prepared.

SCHOOL will recommend only those STUDENTS who have successfully completed the prerequisite courses and didactics, have maintained a passing grade in all courses, and meet the immunization requirements. An appropriate SCHOOL official will be required to certify that all STUDENTS recommended to VUMC meet all of the above criteria. Prior to the beginning of the rotation, SCHOOL will provide VUMC with a copy of the Objectives for each STUDENT and a checklist that indicates which skills that STUDENT has completed in a clinical setting.

Requests for placement and notices should be sent to:

Student Placement – Nursing Education & Development
Vanderbilt University Medical Center
3401 West End Avenue Suite 790
Nashville, TN 37203

All required paperwork must be completed as well as evidence of compliance with immunization requirements and must be submitted to the VUMC Nursing Education & Professional Development Office.

All STUDENTS must report to their assigned area. STUDENTS must wear an identification badge with photograph issued by VUMC at all times during participation in any clinical training at VUMC.

STUDENTS who report to VUMC for clinical rotation who do not meet all of the requirements and qualifications outlined in this Appendix A and the Agreement will not be allowed to start his/her clinical rotation, and will be asked to leave.

Any STUDENT leaving their assigned area on the VUMC premises without approval of the VUMC Supervisor will be asked to leave VUMC immediately and will not be allowed to return for further clinicals.

The PROGRAM will be at the discretion of VUMC and in accordance with the regulations of the National Accrediting Agency for the PROGRAM.

VUMC may allow students to review records of current patients as VUMC deems appropriate in accordance with applicable law.

Appendix B

SCOPE AND EXTENT OF BACKGROUND INVESTIGATION

Convictions that are considered as a bar to student performing any services at VUMC include, but are not limited to:

- Crimes involving abuse of a dependent person or minor
- Child sexual offenses
- Conviction for murder
- Conviction related to drug trafficking or use
- Medicare fraud
- Convictions related to financial misconduct in connection with delivery of health care item or service

Items that must be checked and verified:

- Address Verification
- Criminal History
- Military History
- Social Security Number Check
- Sex Offender Status
- State/Federal Program Exclusion: OIG LEIE prior to enrollment, hire or contract, and monthly thereafter;
- SAM list initially and at least annually; state Medicaid lists and abuse registry at least initially.
- Standards of Conduct, Confidentiality Agreement and Fraud, Waste, & Abuse training within 45 days of enrollment, hire or contract, and annually thereafter.
- Should SCHOOL, in good faith, identify an item on a Student's completed criminal background investigation that could impact the Student's suitability for patient care, patient safety, or the safety of persons or property during the Program, and SCHOOL is not certain whether it would bar the Student from participating in the Program, SCHOOL may flag the item, redact the Student's name and identifying information from the investigation report, and submit the report to VUMC. For such questionable items, VUMC will make the final decision as to whether the Student can participate in the Program after reviewing the flagged item. The parties agree that, within the limits and to the extent permitted by law, SCHOOL is ultimately responsible for reviewing the investigation report.

VUMC42404 - NEPD-Nashville State Community College_ Central Sterile Processing Internship

Final Audit Report


2023-02-23

Created:	2023-02-22
By:	Sheri Digiovanna (sheri.digiovanna@vumc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAtKlfr8HMfJvfZJd-J2LZACgL-FjnODFO


"VUMC42404 - NEPD-Nashville State Community College_ Central Sterile Processing Internship" History


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2023-01-11 - 3:57:25 PM GMT

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 Document emailed to John Plummer (john.p.plummer@vumc.org) for signature
2023-02-22 - 9:43:30 PM GMT

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 Document e-signed by John Plummer (john.p.plummer@vumc.org)
Signature Date: 2023-02-23 - 1:20:46 PM GMT - Time Source: server

 Agreement completed.
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VUMC42404 E-APPROVALS PAGE

Read and Acknowledged by:

Carmen Mauldin - Final Draft Approval -- Approved - 2023-02-22 11:00 AM

This page created on: 2023-02-22 11:01 AM by: Sheri DiGiovanna

Appendix E

Memoranda of Understanding

Memorandum of Understanding (MOU)

Between

Surge to Success Core Partners

Metropolitan Nashville Public Schools (MNPS), Nashville Area Chamber of Commerce (Chamber), and Nashville State Community College (NSCC)

This is an agreement by and between the parties listed above, hereinafter referred to as core partners and employer partners.

Purpose

The purpose of this MOU is to clearly identify the roles, responsibilities, and benefits of each party as they relate to the Governor's Investment in Vocational Education (GIVE) proposal to implement the Surge to Success program in Davidson County. In particular, the MOU is intended to establish expectations between the designated Surge to Success core partners and the employer partners to provide youth the opportunity to gain valuable vocational skills to address labor shortages and skill deficits in the health care sector. This MOU is designed solely for the purposes of the Surge to Success grant and does not supersede or negate agreements currently in place with NSCC.

I. Core Partner Roles

1. K-12 Partner - Metropolitan Nashville Public Schools (MNPS):

MNPS agrees to the following roles and responsibilities:

- Recruit students to enroll in and implement Career and Technical Education (CTE) health care pathways including Central Sterile Processing track.
- Provide students with work-based learning (WBL) opportunities by engaging students and employers in a continuum of meaningful WBL activities.
- Ensure students understand and are prepared to meet entrance requirements for clinical placements such as background checks and other requirements.
- Manage dual enrollment with NSCC.
- Provide students the opportunity to obtain industry credentials.
- Collect and report data needed for grant evaluation and reporting.

MNPS expects the following benefits from their participation in the project:

- Specialized equipment that will allow two high schools to establish on-campus sterile processing labs.
- Dual enrollment instructor to teach Sterile Processing dual enrollment courses.
- Technical dual enrollment laboratory instruction embedded within existing health science Career and Technical Education (CTE) pathways.
- Establishing new tracks for recent MNPS graduates that would allow them to gain high-value industry credentials and employment in the health care sector.
- Deep engagement from industry partners to co-design expanded work-based learning experiences for students.
- Increased postsecondary credential attainment for MNPS graduates.

2. Workforce Partner - Nashville Area Chamber of Commerce (Chamber):

The Chamber agrees to:

- Serve as the lead entity.
- Provide labor market information to ensure alignment with industry needs.
- Coordinate the development and pilot of an expanded work-based learning program co-designed by core and employer partners.
- Assist in the implementation of career pathways in Sterile Processing and Surgical Technology with local employers and educational institutions.

The Chamber expects the following benefits from their participation in the project:

- Strengthened alignment between Career and Technical Education (CTE) pathways and postsecondary workforce training programs in health care.
- Expanded pipeline of workforce into high-demand occupations in health care, addressing some of our local talent gaps in a critical industry for our economy.
- Increased postsecondary credential attainment for our service region.

3. Higher Education Partner - Nashville State Community College (NSCC):

NSCC agrees to:

- Serve as the fiscal agent with specific responsibilities defined by formal grant agreement upon confirmation of selection for funding.
- Coordinate dual enrollment with partner schools and provide dual enrollment instructor for Sterile Processing courses offered by dual enrollment.
- Deliver health care programs required by employer partners for industry credential attainment and possible employment upon completion of the program.
- Coordinate clinical placements with employer partners.
- Collect and report data needed for grant evaluation and reporting.

NSCC expects the following benefits from their participation in the project:

- Expanded dual enrollment course offerings in partnership with MNPS, including faculty member to support.
- Increased sterile processing lab space that would expand seats in Central Sterile Processing.
- Increased seamless enrollment of qualified MNPS graduates into health care programs.
- Deep engagement from industry partners to co-design expanded work-based learning experiences for students.
- Increased number of students completing credentials in health care.
- Technologists to fill talent gaps.

II. It is mutually understood and agreed by and between the parties that:

1. Modification of roles/responsibilities and the sustainability of the program are collectively decided by the core partners and employer partners identified in this MOU.
2. All partners commit to sustain the work-based learning model in the proposal and partnership beyond the GIVE grant.

III)

TERMINATION

Termination for Breach

Should either party fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the other party shall have the right to immediately terminate the Contract if the breaching party has not cured the breach to the satisfaction of the other party within thirty (30) days of written notification of the breach. It shall also be considered a breach of this Contract if a party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to that party and is not dismissed within thirty (30) days.

Termination for Convenience

MNPS may terminate this Contract at any time upon thirty (30) days written notice to Contractor. Contractor shall be paid in full for all authorized expenditures and goods or services satisfactorily provided to date, but in no case shall MNPS be liable to Contractor for compensation for any goods or service which has not been rendered. A termination for convenience shall not be a breach of this Contract by MNPS. The final decision as to the amount, for which MNPS shall be liable, shall be determined by MNPS. Contractor shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MNPS's exercise of its right to terminate for convenience.

Termination for Funding

In the event MNPS, in its sole discretion, does not or cannot obtain or continue the funding for this Contract from any source or sources to allow for payment of the Work, MNPS may exercise one of the following alternatives:

- 1.1.1. Terminate this Contract effective upon a date specified in a Termination Notice; or
- 1.1.2. Continue this Contract by reducing, through written notice to Contractor, the amount of this Contract and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding.

Any termination or reduction of this Contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. MNPS shall not face any liability or penalty as a result of such termination or reduction of this Contract.

Governing Law/Venue

The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

III. Effective Date and Signature

This MOU shall be effective upon the signature of the partners. It shall be in force from August 1, 2024 through September 30, 2028.

The core partners and employer partners agree with this MOU by their signatures.

This MOU may be executed in any number of counterparts, each of which together shall be deemed to be original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email-delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such a facsimile or “.pdf” signature page was an original thereof.

Signatures and Dates:

DocuSigned by:
Sarah Chin
Date: 4/30/2024
Sarah Robinson Chin
Chief Strategy Officer
Metro Nashville Public Schools

DocuSigned by:
Shanna Jackson
Date: 4/30/2024
Dr. Shanna L. Jackson
President
Nashville State Community College

DocuSigned by:
Ralph Schulz
Date: 4/30/2024
Ralph Schulz
President and Chief Executive Officer
Nashville Area Chamber of Commerce

Memorandum of Understanding (MOU)

Between

Surge to Success Lead Entity
Nashville Area Chamber of Commerce (Chamber),

And

Surge to Success Employer Partner
Ascension St. Thomas

This is an agreement by and between the parties listed above, hereinafter referred to as core partners and employer partners.

Purpose

The purpose of this MOU is to clearly identify employer roles, responsibilities, and benefits as they relate to the Governor's Investment in Vocational Education (GIVE) proposal to implement the Surge to Success program in Davidson County. In particular, the MOU is intended to establish expectations between the Surge to Success lead entity and employer partners to provide youth the opportunity to gain valuable vocational skills to address labor shortages and skill deficits in the health care sector. This MOU is designed solely for the purposes of the Surge to Success grant and does not supersede or negate agreements currently in place with Nashville State Community College.

I. Employer Partner Roles

Employer shall undertake a mix of the following activities:

- Work-based learning/experiential learning experiences aligned to the Academies of Nashville continuum including career fairs, industry field trips, job shadow experiences, and clinical/internship experiences.
- Co-design an expanded work-based learning program with other employer partners and core partners.
- Host clinical placements for students in Central Sterile Processing and Surgical Technology programs in alignment with current contracts or agreements with NSCC.
- Upon completing the free program, students will have an opportunity to apply for a full-time position.

Employer expects the following benefits from their participation in the project:

- Increased exposure for high school students to career opportunities in health care broadly and roles as Central Sterile Processing Technicians and Surgical Technologists specifically.
- More qualified candidates for roles as Central Sterile Processing Technicians and Surgical Technologists.
- Reduction in talent gaps for Central Sterile Processing Technicians and Surgical Technologists to fill talent gaps.

II. It is mutually understood and agreed by and between the parties that:

1. Modification of roles/responsibilities and the sustainability of the program are collectively decided by the partners identified in this MOU.
2. An employer partner may terminate its relationship with the program with a 30-day written notice to the lead agency or co-director.
3. All partners commit to sustain the work-based learning model in the proposal and partnership beyond the GIVE grant.

III. Effective Date and Signature

This MOU shall be effective upon the signature of the partners. It shall be in force from August 1, 2024 through September 30, 2028.

The lead entity and employer partner agree with this MOU by their signatures.

This MOU may be executed in any number of counterparts, each of which together shall be deemed to be original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email-delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such a facsimile or ".pdf" signature page was an original thereof.

Signatures and Dates:



Date: _____
 Ralph Schulz
 President and Chief Executive Officer
 Nashville Area Chamber of Commerce



Date: 4/29/2024
 Name Julia Melson
 Title Chief Human Resources Executive
 Ascension
 Ascension Saint Thomas

Memorandum of Understanding (MOU)

Between

Surge to Success Lead Entity
Nashville Area Chamber of Commerce (Chamber),

And

Surge to Success Employer Partner
HCA Healthcare

This is an agreement by and between the parties listed above, hereinafter referred to as core partners and employer partners.

Purpose

The purpose of this MOU is to clearly identify employer roles, responsibilities, and benefits as they relate to the Governor's Investment in Vocational Education (GIVE) proposal to implement the Surge to Success program in Davidson County. In particular, the MOU is intended to establish expectations between the Surge to Success lead entity and employer partners to provide youth the opportunity to gain valuable vocational skills to address labor shortages and skill deficits in the health care sector. This MOU is designed solely for the purposes of the Surge to Success grant and does not supersede or negate agreements currently in place with Nashville State Community College.

I. Employer Partner Roles

Employer shall undertake a mix of the following activities:

- Work-based learning/experiential learning experiences aligned to the Academies of Nashville continuum including career fairs, industry field trips, job shadow experiences, and clinical/internship experiences.
- Co-design an expanded work-based learning program with other employer partners and core partners.
- Host clinical placements for students in Central Sterile Processing and Surgical Technology programs in alignment with current contracts or agreements with NSCC.
- Upon completing the free program, students will have an opportunity to apply for a full-time position.

Employer expects the following benefits from their participation in the project:

- Increased exposure for high school students to career opportunities in health care broadly and roles as Central Sterile Processing Technicians and Surgical Technologists specifically.
- More qualified candidates for roles as Central Sterile Processing Technicians and Surgical Technologists.
- Reduction in talent gaps for Central Sterile Processing Technicians and Surgical Technologists to fill talent gaps.

II. It is mutually understood and agreed by and between the parties that:

1. Modification of roles/responsibilities and the sustainability of the program are collectively decided by the partners identified in this MOU.
2. An employer partner may terminate its relationship with the program with a 30-day written notice to the lead agency or co-director.
3. All partners commit to sustain the work-based learning model in the proposal and partnership beyond the GIVE grant.

III. Effective Date and Signature

This MOU shall be effective upon the signature of the partners. It shall be in force from August 1, 2024 through September 30, 2028.

The lead entity and employer partner agree with this MOU by their signatures.

This MOU may be executed in any number of counterparts, each of which together shall be deemed to be original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email-delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such a facsimile or ".pdf" signature page was an original thereof.

Signatures and Dates:  4/31/2024


Willette Gatlin
Regional Vice President, Human Resources
HCA Healthcare



Ralph Schulz
President and Chief Executive Officer
Nashville Area Chamber of Commerce