

**AGREEMENT
BY AND BETWEEN
MIDDLE TENNESSEE STATE UNIVERSITY
AND
VANDERBILT UNIVERSITY MEDICAL CENTER**

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

WITNESSETH

WHEREAS, SCHOOL desires to provide students enrolled in SCHOOL's Diagnostic Medical Sonography program (hereinafter referred to individually as "STUDENT" and collectively as "STUDENTS") with the opportunity to experience education and clinical training at VUMC ("PROGRAM"); and

WHEREAS, VUMC has the expertise to provide such education and 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 education and 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. 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 enrollment, and availability of VUMC facilities and resources shall be determined by VUMC and agreed upon in writing by VUMC and SCHOOL prior to enrollment 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 prior to STUDENTS' matriculation to VUMC under this Agreement and VUMC shall be responsible for coordinating and directing STUDENTS' academic and clinical training experience, didactic and

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.

II. RESPONSIBILITIES OF VUMC

- A. VUMC shall provide instruction and 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. VUMC is responsible for returning an official transcript to the SCHOOL upon student completion of the Diagnostic Medical Sonography program.
- B. VUMC shall provide reasonable first aid assistance for students who experience work 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 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 and Appendix A.
- 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 prior to matriculation into the Program at VUMC under this Agreement. VUMC hereby agrees to provide and maintain the personnel records and reports necessary to document the STUDENT's education and clinical learning experience for the purpose of academic credit. VUMC agrees to provide records to SCHOOL for the award of credit toward the bachelor's degree program for STUDENT.
- B. All requests made by SCHOOL for student placements at VUMC must be submitted to VUMC along with the student's application during the application period prior to the desired year for admission.
- 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").
- D. STUDENTS admitted to VUMC for education and 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 instruct and advise STUDENTS that the STUDENT is required to ensure and submit evidence that, prior to coming to VUMC, STUDENTS meet all health screenings, immunization requirements of VUMC as outlined in Exhibit A, which 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. SCHOOL shall advise STUDENTS that a health screening review of STUDENTS' documentation may be done at VUMC in which VUMC will verify that all of the required immunizations and laboratory tests are complete prior to the educational and clinical internship. STUDENTS are required to complete VUMC'S Health Screening and Prerequisite Checklist (Appendix B), attached

hereto and made a part hereof by this reference, and shall attach all appropriate and necessary verifying documentation. The verification documentation must be submitted to VUMC at least thirty days (30) prior to the start of the clinical internship. If any STUDENT should arrive without all required immunizations and laboratory tests, that STUDENT will not be allowed to begin his/her educational and 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 the start of a STUDENTS' clinical internship, VUMC shall provide STUDENTS, or cause STUDENTS to receive, in-service training in OSHA Bloodborne Pathogens Standards, Tuberculosis, and the VUMC University Medical Center Fire/Emergency Response Plan or other training as deemed necessary by VUMC or required by law or regulation.
- K. 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.
- L. SCHOOL shall instruct and advise STUDENTS that VUMC 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 C (Scope and Extent of Background Investigation) and may be changed by VUMC at its discretion upon prompt written notice to STUDENT with a copy to SCHOOL. It shall be the STUDENT's responsibility to make timely arrangements for the background check through VUMC and its Human Resources Department. STUDENT agrees and shall be required to pay all costs associated with such checks. The investigation will be performed in accordance with state and federal law. VUMC shall have each of its STUDENTS subject to the 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 VUMC identify a questionable item on a STUDENT's completed criminal background investigation 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, VUMC 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.
- M. VUMC 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. SCHOOL has the responsibility to accept the VUMC Certificate for SCHOOL credit to award the degree.
- N. SCHOOL shall advise STUDENTS of the requirement to follow and adhere to all appropriate rules, regulations, policies and procedures of VUMC.

- O. 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.
- P. 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.
- Q. 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.
- R. 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 July 1, 2020 and continue for 3 (three) years until June 30, 2023 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 XIV below.
- B. This Agreement may be terminated by either party at any time upon not less than thirty (30) days prior written notice to the other party; 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.
- D. If either Party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder for any reason beyond such Party's direct control, including but not limited to, strike, lockouts, labor troubles, governmental or judicial actions or orders, riots, insurrections, war, acts of God, inclement weather, or other reason beyond the Party's control (a "Disability") then such Party's performance shall be excused for the period of the Disability. Any study timelines affected by a Disability shall be extended for a period equal to the delay and any affected Budget shall be adjusted to account for cost increases or decreases resulting from the Disability. The Party affected by the Disability shall notify the other Party of such Disability as provided for herein.

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 the SCHOOL shall be limited as required by laws of the State of Tennessee.

VI. INSURANCE

While the STUDENTS are receiving training at VUMC and based on the contractual provisions, the STUDENTS would be considered STUDENTS of VUMC and therefore would be covered under VUMC's professional liability coverage.

- A. 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. For purposes of clarity in this section, while the STUDENTS are receiving training at VUMC and based on the contractual provisions, the STUDENTS would be considered STUDENTS of VUMC and therefore would be covered under VUMC's professional liability coverage.
- B. STUDENT will ensure that VUMC is provided with notice of any cancellation or significant change of both professional liability insurance and health insurance coverage thirty (30) days prior to such cancellation or change

VII. CONFIDENTIALITY

- A. VUMC and SCHOOL acknowledge, and SCHOOL shall require of STUDENTS, that as a condition of participation in this educational 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 education and 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

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

SCHOOL: Eric B. Miller, Advising Manager
Pre-Professional Health Science Advising Center
College of Basic and Applied Sciences
MTSU Box 66
(615) 494-8894

VUMC: Ebony McHaskell
Director, Programs in Allied Health
VUMC – Office of Health Science Education
3402 Light Hall
2215 Garland Ave
Nashville, TN 37232-0685

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

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

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 (facsimile transmission or otherwise), 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 and any applicable federal laws or regulations.

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.

Signatures Immediately follow this Page

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

Recommended By:

Ebony McHaskell

Ebony McHaskell
Director, Programs in Allied Health

08/24/2020

Date

BO

Approved By:

Libby Salberg

Digitally signed by Libby Salberg
Date: 2020.08.25 11:10:50 -05'00'

Libby D. Salberg, B.A., J.D.
Director, Office of Contracts Management

August 25, 2020

Date

FOR MIDDLE TENNESSEE STATE UNIVERSITY

Alan R. Thomas

Digitally signed by Alan R. Thomas, Vice President
for Business and Finance, acting for and on behalf
of Middle Tennessee State University
Date: 2020.08.20 11:42:06 -05'00'

Alan R. Thomas
Vice President Business & Finance

Date

Date

Exhibit A**STUDENT HEALTH STATUS**

SCHOOL shall ensure that STUDENTS comply with all annual competency and health vaccination requirements of VUMC. SCHOOL shall stay current with suggested criteria and shall provide VUMC with a current list for each STUDENT prior to that STUDENT rotating at VUMC. Each participating STUDENT's records will document at a minimum:

- A. In accordance with recommendations from the Centers for Disease Control ("CDC"), a two-step TB skin test is required. Student must provide written documentation of two (2) TB skin tests done within one year of the start date of the clinical, one of which needs to be within the past 3 months. If the second TB skin test is positive, a baseline chest X-ray will be required. If the second TB skin test is negative, TB skin testing will be performed annually thereafter.
 - a. Alternate 1. Either one (1) negative TB skin test within the past twelve (12) months, or a chest x-ray with no evidence of active TB (within the past year), in the event of a positive TB skin test.]
- B. If born on or after January 1, 1957, two (2) live measles (rubeola) vaccines given no less than one month apart, after the first birthday; or written documentation of laboratory evidence of immunity to rubeola, including date and result, or written documentation of physician-diagnosed rubeola infection.
- C. Positive varicella (chicken pox) titer drawn from a certified, licensed laboratory, including date and result, or written documentation of two (2) varicella vaccines given no less than one month apart and a titer showing their post vaccination immunity status. [Note: in the event of a documented exposure, prior vaccine recipients who are not immune will be restricted from entering any VUMC facilities during the incubation period (day 8-21).]
- D. Completed series of Hepatitis-B vaccines, of having begun the series, of positive surface antibodies to Hepatitis-B, or of informed refusal of the vaccine.
- E. Vaccination or laboratory evidence of immunity to rubella (German measles) and mumps, including date and result, or written documentation of vaccination or titers.
- F. Tetanus/diphtheria and Pertussis (as noted on Appendix B) booster given within the last ten (10) years.
- G. Proof of proficiency in cardiac and pulmonary resuscitation (i.e., CPR) from either the American Heart Association or the American Red Cross.
- H. Any other appropriate immunizations requested by VUMC to be required in order to ensure that STUDENTS will not be a health hazard to patients and to protect the personal health of the STUDENTS.

Appendix A**STUDENT ROTATION CRITERIA
DIAGNOSTIC MEDICAL SONOGRAPHY**

Prior to coming to VUMC for educational experience STUDENTS must have completed the prerequisite didactic material in preparation for their clinical rotation. VUMC staff in the Diagnostic Medical Sonography Program shall at its sole discretion make the determination as to whether STUDENTS are adequately prepared for acceptance to the educational program 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 maintained a minimum grade of 'C' in all pre-requisite courses and are eligible to receive the degree award from the SCHOOL upon completion of the VUMC Program. The pre-requisite courses MUST include the following:

- English Composition or Speech
- Algebra or College Math equivalent
- General Physics
- Minimum of 2 semesters of biological sciences, at least 1 MUST be human anatomy and physiology
- Medical Terminology

Applications for admission should be sent to:

Jill D. Webb
Program Director
School of Diagnostic Sonography
Vanderbilt Medical Center

MCN-CCC1121
Nashville, TN 37232-2675

Upon admission to the Program at VUMC, the student will be required to:

- Submit to VUMC Background Check
- Meet all immunization requirements (Health Screening and Prerequisite Checklist)
- Submit proof of CPR Certification through the American Heart Association or the American Red Cross
- Complete a drug screening

All STUDENTS must report to the Diagnostic Medical Sonography Program Orientation, as instructed. STUDENTS must wear an identification badge with photograph issued by VUMC at all times during participation in any educational experience at VUMC.

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

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

The PROGRAM will be at the discretion of VUMC and in accordance with the regulations by the Commission on Accreditation of Allied Health Education Programs (CAAHEP).

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

Appendix B
HEALTH SCREENING FORM FOR ALLIED HEALTH STUDENTS

Name: _____

Date of Birth: ____ / ____ / ____

Allied Health Program: _____

Start Date: ____ / ____ / ____

Vanderbilt Contact: Kristen N. Smith, Allied Health
 kristen.n.smith@vumc.org

Email Address: _____

HEALTHCARE PROVIDER MUST COMPLETE (NOT STUDENT) INITIAL <u>ONE</u> OPTION IN EACH SECTION PROVIDE DATES WHERE INDICATED	
MEASLES, MUMPS AND RUBELLA ____ Two (2) doses of MMR vaccine after first birthday (vaccine dates: _____) ____ Serologic proof of immunity to measles, mumps and rubella (positive IgG antibody) (lab dates: measles _____ mumps _____ rubella _____) ____ Pt born prior to 1957 and has positive immunity to rubella (lab date: _____)	
VARICELLA ____ Documented serologic immunity to varicella (lab date: _____) (history of disease is not sufficient documentation, lab results are required for clearance) ____ Two (2) doses of varicella vaccine (vaccine dates: _____)	
HEPATITIS B ____ Three (3) doses of hepatitis B vaccines (vaccine dates: _____) ____ Series has begun; has had ____ of (3) Hepatitis B immunizations ____ Wishes to decline vaccine STUDENT SIGNATURE REQUIRED _____	
TUBERCULOSIS TB skin test or IGRA <u>positive</u> : ____ Chest X-ray has no evidence of active TB AND Treatment for latent TB infection was offered (X-ray must be more recent than 6 months prior to start date above. X-ray date: _____) TB skin test <u>negative</u> : ____ Two step TB testing completed (YOU MUST HAVE TWO SEPARATE TB SKIN TESTS TO BE COMPLIANT!) Date of 1 st TBST (must be within 1 year of start date) placed: _____ read: _____ Date of 2 nd TBST (must be within 3 months of start date) placed: _____ read: _____ ____ IGRA completed more recently than 3 months before start date above (IGRA date: _____)	
PERTUSSIS ____ One dose of Tdap vaccine (vaccine date: _____) <i>NOTE: DTP/DTaP and Td/TD vaccines do <u>not</u> meet this requirement.</i>	
INFLUENZA ____ Annual Influenza Vaccination (vaccine date: _____) <i>NOTE: must be between July 1 and March 31 of the respective annual influenza season</i>	

I attest that I have reviewed the original documentation for all vaccines, X-rays and lab tests marked above and the information is complete and accurate to the best of my knowledge:

Mandatory: Add Office or Healthcare Provider Stamp

STUDENT: You are responsible for keeping a personal copy of your ORIGINAL records from your healthcare provider – not this form. We are not able to provide you with a copy of this form after verification for liability purposes.

Appendix C

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 a 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 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 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.