

Proposal for Annual Safety Training Program

The following provides an outline of the annual _____ Safety Training Program for The Birthing Center (the “Annual Grand Rounds”), which will take place annually in memory of _____. The Annual Grand Rounds will take place in connection with the Hospital (the “Hospital”) with _____ and the Hospital Birthing Center Education Program.

I. The Event

- a. The title of the Annual Grand Rounds shall be: _____ Annual Safety Training Program for The Birthing Center at the Hospital.
- b. The mission statement of the Annual Grand Rounds is to provide safety-focused education to the staff of the Birthing Center at the Hospital to ensure the staff is equipped with the knowledge, skill and attitude necessary to improve the quality and safety of the care provided to patients in The Birthing Center.
- c. The Annual Grand Rounds shall be videotaped or otherwise audio-visually recorded for those staff who cannot attend.
- d. The _____ shall be allowed to make a presentation regarding their experience and perspective at The Birthing Center. In the event that the _____ cannot attend the Annual Grand Rounds, they may elect to have a designated person substitute for them and speak in their place. The _____ or their designated substitute shall provide an outline of their planned presentation to the Patient Safety Officer no later than thirty (30) days in advance of the Annual Grand Rounds. Failure to provide an outline of the planned presentation to the Patient Safety Officer shall constitute a waiver of the opportunity in that year. The _____ may waive the opportunity to make a presentation (in person or by substitute) in any given year without prejudicing their right to do so in subsequent years. In the event the _____ attend the Annual Grand Rounds, the Hospital will reimburse their reasonable travel costs.
- e. The Chief Nursing Officer will be responsible to ensure that a trained Patient Safety professional will coordinate, oversee, and implement the Hospital Birthing Center Educational Program and Annual Grand Rounds in The Birthing Center and ensure training is conducted annually. The Annual Grand Rounds shall be scheduled to take place in June or at a mutually agreeable time for both parties each year (subject to II(b) below). The Patient Safety Professional shall forward annual reports to the Hospital President and Vice President of Medical Affairs regarding recommendations, if any, to improve the quality and safety of care in The Birthing Center.

II. Annual Date and Notice Period

- a. The Annual Grand Rounds will occur in June or at a mutually agreeable time.

- b. In the event that for some reason(s) beyond the Hospital's control, the event cannot occur by end of June (e.g., main speaker becomes unavailable and needs to reschedule, weather, etc.), the Hospital will make reasonable efforts to schedule the Annual Grand Rounds as soon as reasonably possible following the scheduled date.
- c. In the event of some reason(s) beyond the reasonable control of the Hospital the Annual Grand Rounds cannot be scheduled by the end of June, the liquidated damages provision shall not be triggered and the Hospital shall not be considered in breach of the agreement if the Annual Grand Rounds cannot be scheduled before the end of June for good cause. (See III below).
- d. The _____ will receive notice of the date and featured speaker(s) of the Annual Grand Rounds ninety (90) days before the event.
- e. If the _____ do not receive notice of the Annual Grand Rounds ninety (90) days before the event, the _____ shall contact the Hospital as soon as possible regarding scheduling of the event. This is intended to allow the Hospital to organize the Annual Grand Rounds and avoid triggering the liquidated damages enforcement clause (see III below).

III. Liquidated Damages

- a. If the Hospital does not hold the Annual Grand Rounds, the _____ may organize an alternative event and shall be reimbursed for reasonable, associated costs incurred up to a limit of \$100,000. The parties acknowledge and stipulate that while the harm caused by any breach is difficult to estimate, the amount of up to \$100,000 is a reasonable estimate of the actual harm and is to provide for damages rather than penalty.

IV. Attendance

- a. All doctors and registered nurses in The Birthing Center of the Hospital shall attend absent reasonable cause, such as a need to work and see patients, sickness, etc.
- b. In the event of inability to attend, a doctor or registered nurse shall be required to view a videotape of the Annual Grand Rounds.
- c. An attendance sheet shall be maintained of persons attending the Annual Grand Rounds and/or videotape viewing.

V. Duration

- a. The Annual Grand Rounds will occur for not less than twenty (20) years. If there is a change in operative facts (e.g., The Birthing Center closes or otherwise

ceases to exist), the Annual Grand Rounds will cease.

Hospital

Date

Date