

**LEGISLATIVE TRACKING FORM**Filing for Council Meeting Date: 09/02/25

Resolution



Ordinance

Contact/Prepared By: Brad ThompsonDate Prepared: 08/12/25Title (Caption): University of Nebraska 24-25 grant amendment #4 .

Amendment #4 - adds additional funds of \$19,285.00 for a new total of \$180,028.00, extends the contract to 9/29/25 and adds a New Statement of Work.

RS2024-931

38363970

32200

9/30/23 - 12/31/25

new total \$180,028

Submitted to Planning Commission? ☒

N/A



Yes-Date: \_\_\_\_\_

Proposal No: \_\_\_\_\_

Proposing Department: HealthRequested By: HealthAffected Department(s): HealthAffected Council District(s): all

Legislative Category (check one):

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input checked="" type="checkbox"/> Grant            | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

**FINANCE** Amount +/-: \$ \$ 19,285.00Match: \$ \$ 0.00

Funding Source:

- ☐ Capital Improvement Budget
- ☐ Capital Outlay Notes
- ☐ Departmental/Agency Budget
- ☐ Funds to Metro
- ☐ General Obligation Bonds
- ☐ Grant
- ☐ Increased Revenue Sources

Judgments and Losses

- ☐ Local Government Investment Project
- ☐ Revenue Bonds
- ☐ Self-Insured Liability
- ☐ Solid Waste Reserve
- ☐ Unappropriated Fund Balance
- ☐ 4% Fund
- ☐ Other: \_\_\_\_\_

Approved by OMB: Aaron Pratt

DH

Date to Finance Director's Office: \_\_\_\_\_

Approved by Finance/Accounts: \_\_\_\_\_

**APPROVED BY**Approved by Div Grants Coordination: Juanita Paulsen**FINANCE DIRECTOR'S OFFICE:** \_\_\_\_\_**ADMINISTRATION**

Council District Member Sponsors: \_\_\_\_\_

Council Committee Chair Sponsors: \_\_\_\_\_

Approved by Administration: \_\_\_\_\_ Date: \_\_\_\_\_

**DEPARTMENT OF LAW**

Date to Dept. of Law: \_\_\_\_\_

Approved by Department of Law: \_\_\_\_\_

**Settlement Resolution/Memorandum Approved by:** \_\_\_\_\_

Date to Council: \_\_\_\_\_

For Council Meeting: \_\_\_\_\_

☐ E-mailed Clerk
☐ All Dept. Signatures
 ☐ Copies
 ☐ Backing
 ☐ Legislative Summary
 ☐ Settlement Memo
 ☐ Clerk Letter
 ☐ Ready to File

Department of Law - White Copy

Administration - Yellow Copy

Finance Department - Pink Copy

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## GRANT SUMMARY SHEET

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**Grant Name:** University of Nebraska 24-25 Amend 4

**Department:** HEALTH DEPARTMENT

**Grantor:** UNIVERSITY OF NEBRASKA

**Pass-Through Grantor  
(If applicable):**

**Total Award this Action:** \$19,285.00

**Cash Match Amount** \$0.00

**Department Contact:** Brad Thompson  
340-0407

**Status:** AMENDMENT

**Program Description:**

University of Nebraska awards MPHD a grant to attend the CityMatch conference and additional moneys to integrate support services into perinatal systems of care.

Amendment #4 - adds additional funds of \$19,285.00 for a new total of \$180,028.00, extends the contract to 9/29/25 and adds a New Statement of Work.

**Plan for continuation of services upon grant expiration:**

Services will be discontinued

Grants Tracking Form

Part One

<div> <div>Pre-Application <input type="radio"/></div> <div>Application <input type="radio"/></div> <div>Award Acceptance <input type="radio"/></div> <div>Contract Amendment <input checked="" type="radio"/></div> </div>				
Department	Dept. No.	Contact	Phone	Fax
HEALTH DEPARTMENT	038	Brad Thompson	340-0407	
Grant Name: University of Nebraska 24-25 Amend 4				
Grantor: UNIVERSITY OF NEBRASKA		Other:		
Grant Period From:	09/30/23	(applications only) Anticipated Application Date:		
Grant Period To:	09/29/25	(applications only) Application Deadline:		
Funding Type:	STATE	Multi-Department Grant <input type="checkbox"/> If yes, list below.		
Pass-Thru:		Outside Consultant Project: <input type="checkbox"/>		
Award Type:	OTHER	Total Award: \$19,285.00		
Status:	AMENDMENT	Metro Cash Match: \$0.00		
Metro Category:	Est. Prior.	Metro In-Kind Match: \$0.00		
CFDA #	N/A	Is Council approval required? <input checked="" type="checkbox"/>		
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>		
University of Nebraska awards MPHd a grant to attend the CityMatch conference and additional moneys to integrate support services into perinatal systems of care. <b>Amendment #4 - adds additional funds of \$19,285.00 for a new total of \$180,028.00, extends the contract to 9/29/25 and adds a New Statement of Work.</b>				
Plan for continuation of service after expiration of grant/Budgetary Impact:				
Services will be discontinued				
How is Match Determined?				
Fixed Amount of \$		or	% of Grant	Other: <input type="checkbox"/>
Explanation for "Other" means of determining match:				
For this Metro FY, how much of the required local Metro cash match:				
Is already in department budget?		Fund	Business Unit	
Is not budgeted?		Proposed Source of Match:		
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)				
Other:				
Number of FTEs the grant will fund:	0.00	Actual number of positions added:	0.00	
Departmental Indirect Cost Rate	19.54%	Indirect Cost of Grant to Metro:	\$35,177.47	
*Indirect Costs allowed?	<input type="radio"/> Yes <input checked="" type="radio"/> No	% Allow.	0.00%	Ind. Cost Requested from Grantor: \$0.00 in budget
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)				
Draw down allowable?	<input type="checkbox"/>			
Metro or Community-based Partners:				

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	25		\$160,743.00					\$160,743.00	\$31,409.18	\$0.00
Yr 2	26		\$19,285.00					\$19,285.00	\$3,768.29	\$0.00
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$0.00	\$180,028.00	\$0.00	\$0.00		\$0.00	\$180,028.00	\$35,177.47	\$0.00
Date Awarded:					\$19,285.00	Contract#:				
(or) Date Denied:										
(or) Date Withdrawn:										

Contact: [juanita.paulsen@nashville.gov](mailto:juanita.paulsen@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

*JP*

Resolution No. \_\_\_\_\_

A resolution approving amendment four to a grant from the University of Nebraska to the Metropolitan Government, acting by and through the Metropolitan Board of Health, for expenses to attend the CityMatch conference and additional moneys for services to integrate support services into the perinatal systems of care.

WHEREAS, the Metropolitan Government, acting by and through the Metropolitan Board of Health, previously entered into a grant agreement with the University of Nebraska for services to integrate support services into the perinatal systems of care and for expenses to attend the CityMatch conference approved by RS2024-931, with the grant agreement consisting of University of Nebraska Non-Competitive Purchase Documentation, University of Nebraska Purchase Agreement, and University of Nebraska Amendments No. 1, No. 2, and No. 3; and,

WHEREAS, the parties wish to amend the grant agreement to increase the amount of the grant by \$19,285 from \$160,743 to \$180,028, to extend the grant end date to September 29, 2025, and to add an attached Statement of Work as a new attachment to the grant agreement, a copy of which amendment four is attached hereto; and,

WHEREAS, the University of Nebraska has a requirement that it be the last to sign the grant amendment; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that amendment four be approved.

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

Section 1. That amendment four to the grant by and between the University of Nebraska and the Metropolitan Government, acting by and through the Metropolitan Board of Health, for expenses to attend the CityMatch conference and for services to integrate support services into perinatal systems of care, a copy of which amendment four is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Jenneen Reed/mjr  
Jenneen Reed, Director  
Department of Finance

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

Matthew Garth  
Assistant Metropolitan Attorney

\_\_\_\_\_  
Member(s) of Council





INTERNAL USE ONLY  
CW27030

### University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	Metropolitan Government of Nashville and Davidson County	Contact Name and Email	

REQUESTING DEPARTMENT	
Participating Campuses and Admin Unit/Dept.	UNMC
Primary Contact Name and Email	Pam Ehmke at pehmke@unmc.edu
Secondary Contact Name and Email	

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary (brief description and/or event name)	Renewal between UNMC College of Public Health and Metro Public Health Department				
Total Amount of Spend	\$180,028	Start Date	9/30/2024	End Date	9/29/2025

BID INFORMATION	
Bid Number	N/A
Competitive Review Findings	NCPD Approved
Contract Information	Reviewed by Legal

## **University of Nebraska Amendment No. 4 to University of Nebraska Master Agreement - Expenditure**

This Amendment No. 4 to University of Nebraska Master Agreement - Expenditure ("Amendment") is effective as September 30, 2023, ("Effective Date") by and between the Board of Regents of the University of Nebraska a public body corporate for and on behalf of the University of Nebraska Medical Center ("University") and Metropolitan Government of Nashville and Davidson County ("Supplier"). University and Supplier are collectively referred to as "parties."

### **RECITALS**

- A. University and Supplier entered into a University of Nebraska Master Agreement - Expenditure effective as of September 30, 2023, and amended with Amendment No.1 on March 26, 2024; Amendment No. 2 on June 17, 2024; and Amendment No. 3 on January 15, 2025 ("Agreement").
- B. The parties desire to amend the Agreement.

### **AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and this Amendment, the parties agree as follows:

1. **Ratification.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement shall remain in full force and effect and are hereby ratified and confirmed by the parties.
2. **Definitions.** Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.
3. **Modifications.** The Agreement is amended as follows:
  - a. Delete the first sentence of section 4 in its entirety and replace it with the following:

**Term.** The initial term of this Agreement shall begin on September 30, 2023, and expire on September 29, 2024 ("Initial Term"). The first renewal term of this Agreement shall begin on September 30, 2024, and expire on September 29, 2025 ("First Renewal Term"). Collectively, the Initial Term and First Renewal Term shall be referred to as the "Term."
  - b. Add the attached Statement of Work as a new attachment to the Agreement:
4. **Entire Agreement.** The Agreement, as amended, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.
5. **Amendment.** No change, modification, or waiver of any term of the Agreement shall be valid unless it is in writing and signed by both parties.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date set forth below.

**Board of Regents of the University of Nebraska**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

University of Nebraska

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signed by:  
Sanmi Arela  
0872295CD81A4B1...  
Director, Metro Public Health Department

8/18/2025  
Date

Signed by:  
Tené Hamilton Franklin  
BEBF0BBF14D14B0...  
Chair, Board of Health

8/18/2025  
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Jennaeen Reed/mjr  
Director, Department of Finance

8/18/2025 | 5:00 PM CDT  
Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb  
Director of Risk Management Services

8/19/2025 | 7:52 AM CDT  
Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth  
Metropolitan Attorney

8/18/2025 | 5:02 PM CDT  
Date

\_\_\_\_\_  
Metropolitan Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

## Statement of Work

Metropolitan Government of Nashville and Davidson County  
Gill Wright, Director of Health  
2500 Charlotte Avenue  
Nashville, TN 37209  
615-340-5616  
[Gill.wright@nashville.gov](mailto:Gill.wright@nashville.gov)

This Statement of Work is attached to and incorporated by reference into the Master Agreement - Expenditure ("Agreement") between the Metropolitan Government of Nashville and Davidson County ("Metro Public Health Department") and the Board of Regents of the University of Nebraska ("CityMatCH") and is effective during the First Renewal Term of the Agreement.

**Period of Performance:** September 30, 2024, through September 29, 2025

**Scope of Work:** Metro Public Health Department will be required to conduct and participate in the following activities during each project year:

- With assistance from CityMatCH and community-engaged scholars:
  - Develop a diverse coalition of community-based organizations, community members, COMSS providers (e.g., doulas and CHWs), and perinatal medical providers.
  - Develop and implement a COMSS integration project in a geographic area of focus within their community.
  - Collect and report on evaluation data related to the COMSS integration project.
  - Participate in development and dissemination of project results.
- Compensate community members and COMSS providers for their participation in coalition teams, as needed.

- Facilitate site visits with CityMatCH staff and community-engaged scholars  
(2 site visits per year during project year 2)
- Attend virtual training (quarterly)
- Attend in-person meetings (annually) – locations TBD.
- Participate in monthly virtual team meetings.
- Submit UNMC-required invoices and contractual paperwork, as needed.

**Compensation:** Metro Public Health Department will be compensated \$150,000, plus \$30,028 for travel in Project Year 2 (see below table). Travel will be to the annual CityMatCH Conference and the annual all site meeting, where Metro Public Health Department will share about their work with larger Maternal and Child Health field. Metro Public Health Department will provide \$100,000 of the \$150,000 to support community organizations and community members engaged in the project. Maximum compensation of \$180,028.

**CityMatCH Annual Conference Travel (\$12,943)**

Travel Category	Number of Trips	Number of People	Number of Units	Unit Cost	Amount Requested
Per Diem	1	5 site representatives	5 days	\$70/day	\$1,750
Lodging	1	5 site representatives	4 nights	\$370/night	\$7,400
Airfare	1	5 site representatives	N/A	\$700	\$3,500
Ground	1	5 site representatives	N/A	\$58.50	\$293
<b>CityMatCH Annual Conference Travel – Total</b>					<b>\$12,943</b>

**Annual All Site Meeting (\$17,085)**

<b>Travel Category</b>	<b>Number of Trips</b>	<b>Number of People</b>	<b>Number of Units</b>	<b>Unit Cost</b>	<b>Amount Requested</b>
Per Diem	1	10 site representatives	3 days	\$70/day	\$2,100
Lodging	1	10 site representatives	2 nights	\$370/night	\$7,400
Airfare	1	10 site representatives	N/A	\$700	\$7,000
Ground	1	10 site representatives	N/A	\$58.50	\$585
<b>CityMatCH Annual All Site Meeting</b>					<b>\$17,085</b>

**Accounting:** 35-5450-2004-002 526900

**Invoicing:** Itemized invoice(s) should be sent to Pam Ehmke at [pehmke@unmc.edu](mailto:pehmke@unmc.edu).

## University of Nebraska

### Non-Competitive Purchase Documentation

Board of Regents Policy 6.2.1.10 (b) provides that "except as otherwise provided in this purchasing policy, any purchase committing the University to an expenditure of \$150,000 or more shall be made to the lowest responsible bidder." Board of Regents Policy 6.2.1.7 provides that "If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. There are exceptions allowed to this policy in 6.2.1.10 (f), which explains when competitive bidding is not required.

This form is designed to assist in complying with policy. It is to be used for purchases of \$150,000 or more that are not competitively bid or small purchases where quotations are not obtained. It must be signed by the person seeking the non-competitive purchase, as well as the funding approver and returned to your campus procurement office or the Office of the Vice President for Business and Finance.

#### **INSTRUCTIONS for Completion of this Form:**

Please check the category below for which your particular transaction qualifies as a non-competitive purchase. The column § (subsection) refers to Board Policy 6.2.1.10 (f). Incomplete forms will be returned.

§	EXCEPTION TO COMPETITIVE PURCHASE	
1.	Purchase of unique or non-competitive articles or services (e.g., "Sole Source"). Without limiting the generality of the foregoing sentence, examples of unique or non-competitive articles and services are public utility services, regulated central office telephone services, books, pamphlets and periodicals, and specially designed business, research or scientific equipment and related software. This category of purchase shall be accompanied by a written justification from the requesting unit and must have the prior written approval by the principal business officer or their designee.	<input type="checkbox"/>
2.	Contracts for professional services; provided, however, that any contract for architectural, engineering, land surveying or landscape architectural services shall be made in accordance with applicable law and Board of Regents policies requiring competitive negotiations for such services. "Professional Service" means (a) any type of service which requires a license or other legal authorization as a condition precedent to the rendering of the service, or (b) any other type of service commonly recognized as a professional service, including, but not limited to, accounting and auditing, actuarial, legal, personnel, financial, computing, management, marketing, educational program planning or evaluation, facilities planning or evaluation, insurance and risk management, or travel agency services. (See RP-6.2.1(4)(h))	<input checked="" type="checkbox"/>
3.	Purchases necessary in emergency situations.	<input type="checkbox"/>
4.	Contracts for maintenance or servicing of equipment with the manufacturer of the equipment or the manufacturer's authorized service agent, where in the judgment of the principal business officer such maintenance or service can be most effectively performed by the manufacturer or its authorized service agent.	<input type="checkbox"/>
5.	Contracts on capital construction projects (a) for the services of a construction manager who may or may not at the discretion of the University also be engaged on the project as the general contractor or (b) for the services of a design/build contractor who will be engaged on the project to furnish design services by a qualified architect or engineer and to provide general contractor services; provided, the contracts shall be awarded in accordance with RP-6.3.7.	<input type="checkbox"/>

#### **Additional Required Information:**

<b>Supplier Name:</b> Metro Public Health Department	<b>Amount of Purchase:</b> \$ 180,028.00
<b>Description Supporting Non-Competitive Purchase Determination:</b> Vendor was selected because of their local health department needs and CityMatCH's ongoing working relationship with them. CityMatCH has a strong understanding of regional and local Nashville history as it relates to maternal and child health, which helps in working with local community members to address health disparities. (YR2 Continuation of Grant)	
Check HERE if additional supporting documentation attached <input type="checkbox"/>	

**In accordance with Board of Regents Policy 6.2.1.16, Purchases Involving University Personnel, by signing below, you hereby affirm that you have no conflict of interest in the selection of this supplier, nor will you receive personal or financial benefit from this purchase.**

*Chad Abresch*

Requestor's Signature

Chad Abresch

Requestor's Name (Printed)

10/09/2024

Date

*Pamela Ehmk*

Funding Approver's Signature

Pam Ehmk

Funding Approver's Name (Printed)

10/09/2024

Date

<b>Submitted By (Procurement Services):</b>		<b>Approved By:</b>	
<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
<i>Name (Printed):</i> _____		<i>Name (Printed):</i> _____	





INTERNAL USE ONLY  
CW22745

### University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	Metropolitan Gov of Nashville and Davidson Metro Public Health	Contact Name and Email	

REQUESTING DEPARTMENT	
Participating Campuses and Admin Unit/Dept.	UNMC
Primary Contact Name and Email	Pam Ehmke
Secondary Contact Name and Email	

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary (brief description and/or event name)	Amendment to change language discussed between both legal parties				
Total Amount of Spend	\$160,743	Start Date	9/30/2023	End Date	9/29/2024

BID INFORMATION	
Bid Number	N/A
Competitive Review Findings	NCPD Approved
Contract Information	N/A

RESOLUTION NO. RS2024 - 931

A resolution accepting from the University of Nebraska a grant for expenses to attend the CityMatch conference and additional moneys for services to integrate support services into the perinatal systems of care to the Metropolitan Government, acting by and through the Metropolitan Board of Health.

WHEREAS, the University of Nebraska has awarded the Metropolitan Government, acting by and through the Metropolitan Board of Health, a grant in an amount not to exceed \$160,743.00 with no cash match required for services to integrate support services into the perinatal systems of care and for expenses to attend the CityMatch conference; and,

WHEREAS, the University of Nebraska has a requirement that it be the last to sign the grant agreement; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

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

Section 1. That the University of Nebraska grant to the Metropolitan Government, acting by and through the Metropolitan Board of Health in an amount not to exceed \$160,743.00 with no cash match required for services to integrate support services into the perinatal systems of care and for expenses to attend the CityMatch conference, a copy of which grant agreement consisting of the University of Nebraska Non-Competitive Purchase Documentation, University of Nebraska Master Agreement, and University of Nebraska Amendments No.1, No. 2, and No.3. is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant is to be appropriated to the Metropolitan Department of Health based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.


APPROVED AS TO AVAILABILITY  
OF FUNDS:



Kevin Crumbo, Director  
Department of Finance

INTRODUCED BY:







Member(s) of Council

APPROVED AS TO FORM AND  
LEGALITY:



Metropolitan Attorney

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## GRANT SUMMARY SHEET

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**Grant Name:** University of Nebraska 24-25 Amend 3

**Department:** HEALTH DEPARTMENT

**Grantor:** UNIVERSITY OF NEBRASKA

**Pass-Through Grantor  
(If applicable):**

**Total Award this Action:** \$0.00

**Cash Match Amount** \$0.00

**Department Contact:** Brad Thompson  
340-0407

**Status:** AMENDMENT

**Program Description:**

University of Nebraska awards MPHD a grant to attend the CityMatch conference and additional moneys to integrate support services into perinatal systems of care. Amendment #3 extends the end date of the grant from 09/29/24 to 12/31/24. Amendment 3 also deletes language from section 8 and adds new sections 37 through 39.

**Plan for continuation of services upon grant expiration:**

Services will be discontinued

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## GRANT SUMMARY SHEET

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**Grant Name:** University of Nebraska 24-25 Amend 2

**Department:** HEALTH DEPARTMENT

**Grantor:** UNIVERSITY OF NEBRASKA

**Pass-Through Grantor  
(If applicable):**

**Total Award this Action:** \$0.00

**Cash Match Amount** \$0.00

**Department Contact:** Brad Thompson  
340-0407

**Status:** AMENDMENT

**Program Description:**

University of Nebraska awards MPHD a grant to attend the CityMatch conference and additional moneys to integrate support services into perinatal systems of care. Amendment #2 – corrects and modifies additional terms of the original contract by stating that paragraph 4 has the number “0” added to reflect that there will be no extensions. Amendment 2 also adds language to the beginning of Paragraph 5 and delete Paragraph 14 and leave the agreement silent regarding governing law.

**Plan for continuation of services upon grant expiration:**

Services will be discontinued

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## GRANT SUMMARY SHEET

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**Grant Name:** University of Nebraska 24-25 Amend 1

**Department:** HEALTH DEPARTMENT

**Grantor:** UNIVERSITY OF NEBRASKA

**Pass-Through Grantor  
(If applicable):**

**Total Award this Action:** \$0.00

**Cash Match Amount** \$0.00

**Department Contact:** Brad Thompson  
340-0407

**Status:** AMENDMENT

**Program Description:**

University of Nebraska awards MPHD a grant to attend the CityMatch conference and additional moneys to integrate support services into perinatal systems of care. Amendment #1 – The Parties agree to remove Clause 10. Liability and its contents from the Agreement and the parties agree to remove clauses from the “COMPENSATION” section of the “SCOPE OF WORK” document. Amendment 1 also states the parties agree to replace the 2nd bolded bullet point on the “SCOPE OF WORK” document and, to remove Clause 11. Insurance and its contents from the Agreement. Finally Amendment 1 agree to change the name “Supplier Name” listed on the Non-Competitive Purchase Documentation to “Metropolitan Government of Nashville/Davidson County.”

**Plan for continuation of services upon grant expiration:**

Services will be discontinued

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## GRANT SUMMARY SHEET

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**Grant Name:** University of Nebraska 23-24

**Department:** HEALTH DEPARTMENT

**Grantor:** UNIVERSITY OF NEBRASKA

**Pass-Through Grantor  
(If applicable):**

**Total Award this Action:** \$160,743.00

**Cash Match Amount** \$0.00

**Department Contact:** Brad Thompson  
340-0407

**Status:** NEW

**Program Description:**

University of Nebraska awards MPHD a grant to attend the CityMatch conference and additional moneys to integrate support services into perinatal systems of care.

**Plan for continuation of services upon grant expiration:**

Services will be discontinued

## Grants Tracking Form

## Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input checked="" type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
HEALTH DEPARTMENT	038	Brad Thompson				340-0407	
Grant Name:	University of Nebraska 24-25 Amend 3						
Grantor:	UNIVERSITY OF NEBRASKA					Other:	
Grant Period From:	09/30/23	(applications only) Anticipated Application Date:					
Grant Period To:	12/31/24	(applications only) Application Deadline:					
Funding Type:	STATE			Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:				Outside Consultant Project:		<input type="checkbox"/>	
Award Type:	OTHER			Total Award:		\$0.00	
Status:	AMENDMENT			Metro Cash Match:		\$0.00	
Metro Category:	New Initiative			Metro In-Kind Match:		\$0.00	
CFDA #	N/A			Is Council approval required?		<input type="checkbox"/>	
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>					
University of Nebraska awards MPHD a grant to attend the CityMatch conference and additional moneys to integrate support services into perinatal systems of care.							
Amendment #3 extends the end date of the grant from 09/29/24 to 12/31/24. Amendment 3 also deletes language from section 8 and adds new sections 37 through 39.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Services will be discontinued							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?				Fund		Business Unit	
Is not budgeted?				Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		19.54%		Indirect Cost of Grant to Metro:		\$31,408.18	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow. 0.00%		Ind. Cost Requested from Grantor:		\$0.00 In budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

## Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	25		\$180,743.00					\$180,743.00	\$31,408.18	\$0.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$0.00	\$180,743.00	\$0.00	\$0.00		\$0.00	\$180,743.00	\$31,408.18	\$0.00
Date Awarded:		11/28/24		Match Source (Fund, BU)		Contract#:				
(or) Date Denied:										
(or) Date Withdrawn:										

Contact: [juanita.paulsen@nashville.gov](mailto:juanita.paulsen@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

Rev. 5/13/13  
5957

GCP Rec'd  
11/26/24

GCP Approved  
11/27/24

VW



## Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input checked="" type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
HEALTH DEPARTMENT	038	Brad Thompson				340-0407	
Grant Name:	University of Nebraska 24-25 Amend 2						
Grantor:	UNIVERSITY OF NEBRASKA					Other:	
Grant Period From:	09/30/23	(applications only) Anticipated Application Date:					
Grant Period To:	09/29/24	(applications only) Application Deadline:					
Funding Type:	STATE	Multi-Department Grant		<input type="checkbox"/> If yes, list below.			
Pass-Thru:		Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	OTHER	Total Award:		\$0.00			
Status:	AMENDMENT	Metro Cash Match:		\$0.00			
Metro Category:	New Initiative	Metro In-Kind Match:		\$0.00			
CFDA #	N/A	Council approval required?		<input type="checkbox"/>			
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>					
University of Nebraska awards MPHD a grant to attend the CityMatch conference and additional moneys to integrate support services into perinatal systems of care.							
Amendment #2 – corrects and modifies additional terms of the original contract by stating that paragraph 4 has the number "0" added to reflect that there will be no extensions.							
Amendment 2 also adds language to the beginning of Paragraph 5 and delete Paragraph 14 and leave the agreement silent regarding governing law.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Services will be discontinued							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		Fund		Business Unit			
Is not budgeted?		Proposed Source of Match:					
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		19.54%		Indirect Cost of Grant to Metro:		\$31,409.18	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow. 0.00%		Ind. Cost Requested from Grantor:		\$0.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

## Part Two

## Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	25		\$180,743.00					\$180,743.00	\$31,409.18	\$0.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$0.00	\$180,743.00	\$0.00	\$0.00		\$0.00	\$180,743.00	\$31,409.18	\$0.00
Date Awarded:		11/26/24				\$0.00	Contract#:			
(or) Date Denied:										
(or) Date Withdrawn:										

Contact: [juanita.paulsen@nashville.gov](mailto:juanita.paulsen@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

Rev. 5/13/13  
5956

GCP Rec'd  
11/26/24

GCP Approved  
11/27/24

VW



## Grants Tracking Form

## Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input checked="" type="radio"/>	
Department	Dapt. No.	Contact				Phone	Fax
HEALTH DEPARTMENT	038	Brad Thompson				340-0407	
Grant Name:	University of Nebraska 24-25 Amend 1						
Grantor:	UNIVERSITY OF NEBRASKA					Other:	
Grant Period From:	09/30/23	(applications only) Anticipated Application Date:					
Grant Period To:	12/31/24	(applications only) Application Deadline:					
Funding Type:	STATE			Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:				Outside Consultant Project:		<input type="checkbox"/>	
Award Type:	OTHER			Total Award:		\$0.00	
Status:	AMENDMENT			Metro Cash Match:		\$0.00	
Metro Category:	New Initiative			Metro In-Kind Match:		\$0.00	
CFDA #	N/A			Is Council approval required?		<input type="checkbox"/>	
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>					
<p>University of Nebraska awards MPHD a grant to attend the CityMatch conference and additional moneys to integrate support services into perinatal systems of care.</p> <p>Amendment #1 – The Parties agree to remove Clause 10, Liability and its contents from the Agreement and the parties agree to remove clauses from the "COMPENSATION" section of the "SCOPE OF WORK" document. Amendment 1 also states the parties agree to replace the 2nd bolded bullet point on the "SCOPE OF WORK" document and, to remove Clause 11, Insurance and its contents from the Agreement. Finally Amendment 1 agree to change the name "Supplier Name" listed on the Non-Competitive Purchase Documentation to "Metropolitan Government of Nashville/Davidson County."</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Services will be discontinued							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?				Fund		Business Unit	
Is not budgeted?				Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		19.54%		Indirect Cost of Grant to Metro:		\$31,409.18	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow. 0.00%		Ind. Cost Requested from Grantor:		\$0.00	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

## Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	25		\$180,743.00					\$180,743.00	\$31,409.18	\$0.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$0.00	\$180,743.00	\$0.00	\$0.00		\$0.00	\$180,743.00	\$31,409.18	\$0.00
Date Awarded:		11/26/24		Contract#:						
(or) Date Denied:										
(or) Date Withdrawn:										

Contact: [juanita.paulsen@nashville.gov](mailto:juanita.paulsen@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

GCP Rec'd  
11/26/24

GCP Approved  
11/27/24

VW

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
HEALTH DEPARTMENT	038	Brad Thompson				340-0407	
Grant Name:	University of Nebraska 23-24						
Grantor:	UNIVERSITY OF NEBRASKA						
Grant Period From:	09/30/23	(applications only) Anticipated Application Date:					
Grant Period To:	09/29/24	(applications only) Application Deadline:					
Funding Type:	STATE	Multi-Department Grant <input type="checkbox"/>		If yes, list below.			
Pass-Thru:		Outside Consultant Project: <input type="checkbox"/>					
Award Type:	OTHER	Total Award:		\$180,743.00			
Status:	NEW	Metro Cash Match:		\$0.00			
Metro Category:	New Initiative	Metro In-Kind Match:		\$0.00			
CFDA #	N/A	Is Council approval required?		<input type="checkbox"/>			
Project Description:	Applic. Submitted Electronically? <input type="checkbox"/>						
University of Nebraska awards MPHD a grant to attend the CityMatch conference and additional moneys to integrate support services into perinatal systems of care.							
Plan for continuation of service after expiration of grant/Budgetary impact:							
Services will be discontinued							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?				Fund		Business Unit	
Is not budgeted?				Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		19.54%		Indirect Cost of Grant to Metro:		\$31,409.18	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow. 0.00%		Ind. Cost Requested from Grantor:		\$0.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	25		\$180,743.00					\$180,743.00	\$31,409.18	\$0.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$0.00	\$180,743.00	\$0.00	\$0.00		\$0.00	\$180,743.00	\$31,409.18	\$0.00
Date Awarded:		11/26/24				\$180,743.00	Contract#:			
(or) Date Denied:										
(or) Date Withdrawn:										

Contact: [juanita.paulsen@nashville.gov](mailto:juanita.paulsen@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

Rev. 5/13/13  
5954

GCP Rec'd  
11/26/24

GCP Approved  
11/27/24

VW

## **University of Nebraska Amendment No. 3 to University of Nebraska Master Agreement - Expenditure**

This Amendment No. 3 to University of Nebraska Master Agreement - Expenditure ("Amendment") is effective as of the date of the last signature set forth below ("Effective Date") by and between the Board of Regents of the University of Nebraska a public body/corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature, and Metropolitan Government of Nashville and Davidson County ("Supplier"). University and Supplier are collectively referred to as "parties."

### **RECITALS**

- A. University and Supplier entered into a University of Nebraska Master Agreement - Expenditure effective as of September 30, 2023, and amended with Amendment No.1 on March 26, 2024, and Amendment No.2 on June 17, 2024 ("Agreement").
- B. The parties desire to amend the Agreement.

### **AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and this Amendment, the parties agree as follows:

- 1. **Ratification.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement shall remain in full force and effect and are hereby ratified and confirmed by the parties.
- 2. **Definitions.** Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.
- 3. **Modifications.** The Agreement is amended as follows:

- a. Delete section 4 in its entirety and replace it with the following:

**Term.** The term of this Agreement shall begin on September 30, 2023, and expire on December 31, 2024 ("Term"). Time is of the essence in this Agreement. Parties understand that Supplier has performed services prior to the final approval of this Agreement and that Supplier will be compensated for those services.

- b. Delete the following from section 8 in its entirety:

Supplier agrees to hold University harmless from any loss, damage, or expense, including court costs and reasonable attorneys' fees, that University may suffer as a result of a breach or alleged breach of the foregoing warranties.

- c. Add the following as a new section 37:

**Self-Insurance.** Supplier covers its liability obligations under this Agreement through a self-insurance or a pooled or cooperative insurance program (the "Supplier Program"). Supplier, the Metropolitan Government of Nashville and Davison County, is a metropolitan form of government as set out under the Governmental Tort Liability Act in TCA 29-20-101, et seq., and as such has its liability limits defined by law. The Metro Government of Nashville and Davidson County is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out in the statutes. This self-insurance is for the benefit of the Metro Government only and provides no

indemnification for any other entity whatsoever. The Supplier Program may be evidenced by a Certificate of Financial Responsibility, Statement of Self-Insurance Coverage, or other evidence of a self-insurance or a pooled or cooperative insurance program.

- d. Add the following as a new section 38:

**Liability.** Each party shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts or omissions of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property to the extent resulting in any manner from the conduct of its own operations and the operations of its agents or employees under the Agreement, and for any loss, cost, or damage to the extent caused thereby during the performance of this Agreement.

- e. Add the following as a new section 39:

**Sovereign Immunity.** Nothing contained in or omitted from this Agreement shall be construed as a waiver of a party's sovereign immunity.

- f. Delete the second bolded bullet point in the Scope of Work in its entirety and replace it with the following:

Compensate community members and COMSS providers for their participation in coalition teams, as needed.

4. **Entire Agreement.** The Agreement, as amended, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.

5. **Amendment.** No change, modification, or waiver of any term of the Agreement shall be valid unless it is in writing and signed by both parties.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date set forth below.

**Board of Regents of the University of Nebraska**

Signature: Michael Hrnecirik

Printed Name: Michael Hrnecirik

Date: 01/15/25 | 20:42 CST

Title: Assistant Vice Chancellor for Business & Finance & Controller, UNMC

*Pam Ehmk*

Pam Ehmk

01/15/25 | 13:11 CST

Assistant Dean of Finance

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

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

DocuSigned by:  
Joanna Shaw-kikai  
F0EB3ACD4AFC4C1...  
Interim Director, Metro Public Health Department

11/26/2024

Date

Signed by:  
Tune Hamilton Franklin  
BEBF0BBF14D14B9...  
Chair, Board of Health

11/26/2024

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumber/mjw  
Director, Department of Finance

12/2/2024

Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb  
Director of Risk Management Services

12/2/2024

Date

APPROVED AS TO FORM AND LEGALITY:

Devonta C. Smith  
Metropolitan Attorney

11/27/2024

Date

Gubb Comer  
Metropolitan Mayor

DEC 18 2024

Date

ATTEST:

Austin Kyle  
Metropolitan Clerk

DEC 18 2024

Date



INTERNAL USE ONLY  
CW14456

### University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	METROPOLITAN GOV OF NASHVILLE & DAVIDSONMETRO PUBLIC	Contact	Gill Wright at gill.wright@nashville.gov

REQUESTING DEPARTMENT					
Participating Campuses	UNMC				
Administrative Unit/Dept.	COPH Pam Ehmke at pehmke@unmc.edu				
CONTRACT DESCRIPTION/INFORMATION					
Contract Summary (brief description and/or event name)	The vendor is asking to amend terms that were previously agreed to by both parties in the current contract.				
Purchase Category	Services				
Total Amount of Spend	\$160,743	Start Date	9/30/2023 12:00 AM	End Date	9/29/2024 12:00 AM

BID INFORMATION	
Bid Number	N/A
Competitive Review Findings	NCPD Approved
Contract Information	N/A



**University of Nebraska Amendment No. 2 to Master Service Agreement Pro-Service-003081**

This Amendment No. 2 to Master Service Agreement Pro-Service-003081 ("Amendment") is effective as of the date of the last signature set forth below ("Effective Date") by and between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature and METROPOLITAN GOV OF NASHVILLE & DAV ("Supplier"). University and Supplier are collectively referred to as "parties."

**RECITALS**

- A. University and Supplier entered into a Master Service Agreement effective as of November 20th, 2023, wherein the parties agreed to The Metropolitan Gov of Nashville & DAV/University of Nebraska Master Agreement ("Agreement").
- B. The parties desire to amend the Agreement.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and this Amendment, the parties agree as follows:

- 1. **Ratification.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the parties.
- 2. **Definitions.** Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.
- 3. **Modifications.** The Agreement is amended as follows:
  - a. Paragraph 4 has the number "0" added to reflect that there will be no extensions.
  - b. Paragraph 5 should have the following language added at the beginning: "Subject to the provisions of the Tennessee Public Records Act" and the following at the end of the paragraph: "Nothing in this section shall prohibit Metro from disclosing information that is classified as a public record under the Tennessee Public Records Act. The provisions of this section are not intended to cover any information which is classified as a public record under the Tennessee Public Records Act."
  - c. Delete Paragraph 14 and leave the agreement silent regarding governing law.
- 1. **Entire Agreement.** The Agreement, as amended, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.



2. **Amendment.** No change, modification, or waiver of any term of the Agreement shall be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date set forth below.

**Board of Regents of the University of Nebraska**

Signature: *Anne Barnes*

Printed Name: Anne Barnes

Title: Vice Chancellor, Business & Finance

Date: 06/17/24 | 10:17 CDT

**Metropolitan Gov of Nashville & DAV**

Signature: *Gill C Wright III, MD*

Printed Name: Gill C Wright III, MD

Title: Director of Health

Date: 06/14/24 | 11:37 CDT

*Pam Ehmk*

Pam Ehmk

Assistant Dean of Finance

06/14/24 | 11:42 CDT

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

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

DocuSigned by:

Joanna Shaw-kikai

F0EB3ACD4AFC4C1

Interim Director, Metro Public Health Department

11/26/2024

Date

Signed by:

Tine Hamilton Franklin

BEBF06BF14D14B0

Chair, Board of Health

11/26/2024

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw

Director, Department of Finance

12/2/2024

Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb

Director of Risk Management Services

12/2/2024

Date

APPROVED AS TO FORM AND LEGALITY:

Derrick C. Smith

Metropolitan Attorney

11/27/2024

Date

Carol Ann

Metropolitan Mayor

DEC 18 2024

Date

ATTEST:

Austin Kyle

Metropolitan Clerk

DEC 18 2024

Date



INTERNAL USE ONLY  
CW10440

### University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	METROPOLITAN GOV OF NASHVILLE & DAVIDSONMETRO PUBLIC	Contact	Gill Wright at gill.wright@nashville.gov

REQUESTING DEPARTMENT	
Participating Campuses	UNMC
Administrative Unit/Dept.	COPH Pam Ehmke at pehmke@unmc.edu

CONTRACT DESCRIPTION/INFORMATION			
Contract Summary (brief description and/or event name)	The vendor is asking to amend terms that were previously agreed to by both parties in the current contract.		
Purchase Category	Services		
Total Amount of Spend	\$160,743	Start Date	9/30/2023 12:00 AM
		End Date	9/29/2024 12:00 AM

BID INFORMATION	
Bid Number	N/A
Competitive Review Findings	NCPD Approved
Contract Information	N/A

## **University of Nebraska Amendment No. 1 to Master Service Agreement Pro-Service-003081**

This Amendment No. 1 to Master Service Agreement Pro-Service-003081 ("Amendment") is effective as of the date of the last signature set forth below ("Effective Date") by and between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature and METROPOLITAN GOV OF NASHVILLE & DAV ("Supplier"). University and Supplier are collectively referred to as "parties."

### **RECITALS**

- A. University and Supplier entered into a Master Service Agreement effective as of November 20th, 2023, wherein the parties agreed to The Metropolitan Gov of Nashville & DAV/University of Nebraska Master Agreement ("Agreement").
- B. The parties desire to amend the Agreement.

### **AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and this Amendment, the parties agree as follows:

- 1. **Ratification.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the parties.
- 2. **Definitions.** Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.
- 3. **Modifications.** The Agreement is amended as follows:
  - a. The Parties agree to remove Clause 10. Liability and its contents from the Agreement.
  - b. The Parties agree to remove the following clause from the "COMPENSATION" section of the "SCOPE OF WORK" document: "All payments to non-residents will be subject to State of Nebraska tax withholding laws, deducting four percent (4%) withholding tax. The Independent Contractor must file a Nebraska State income Tax Form to receive any applicable refund. Information on this withholding tax is at <http://www.revenue.state.ne.us/info/8-515.pdf>."
  - c. The Parties agree to replace the 2<sup>nd</sup> bolded bullet point on the "SCOPE OF WORK" document, "Compensate community members and COMSS providers for their participation in coalition teams, as needed.", with the following: "Purchase goods and or services from community members and COMMS providers for their participation in coalition teams, as needed."
  - d. The Parties agree to remove Clause 11. Insurance and its contents from the Agreement.
  - e. The Parties agree to change the name "Supplier Name" listed on the Non-Competitive Purchase Documentation to "Metropolitan Government of Nashville/Davidson County."
- 1. **Entire Agreement.** The Agreement, as amended, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.

2. **Amendment.** No change, modification, or waiver of any term of the Agreement shall be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date set forth below.

**Board of Regents of the University of Nebraska**

Signature: Anna Barnes

Printed Name: Anna Barnes

Title: Vice Chancellor, Business & Finance

Date: 03/26/24 | 14:08 CDT

Date: \_\_\_\_\_

**Metropolitan Gov of Nashville & DAV**

Signature: Gill C Wright III, MD

Printed Name: Gill C Wright III, MD

Title: Director of Health

Date: 03/25/24 | 17:09 CDT

Date: \_\_\_\_\_

*Pam Ehmke*

Pam Ehmke

Assistant Dean of Finance

03/25/24 | 17:42 CDT

Docusign Envelope ID: DESB8DEE-1468-49C8-8265-A4F0A23EA9D8

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

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

DocuSigned by:

*Joanna Shaw-kai*

FOEB3ACD4AFC4C1...

Interim Director, Metro Public Health Department

11/26/2024

Date

Signed by:

*Tine Hamilton Franklin*

BEF0B8F14D14B0...

Chair, Board of Health

11/26/2024

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

*Kevin Crumbo/mjw*

Director, Department of Finance

12/2/2024

Date

APPROVED AS TO RISK AND INSURANCE:

*Balogun Cobb*

Director of Risk Management Services

12/2/2024

Date

APPROVED AS TO FORM AND LEGALITY:

*Derrick C. Smith*

Metropolitan Attorney

11/27/2024

Date

*Paula Reed*

Metropolitan Mayor

DEC 18 2024

Date

ATTEST:

*Austin Kyle*

Metropolitan Clerk

DEC 18 2024

Date



INTERNAL USE ONLY  
PRO-SERVICE-003081

## University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	METROPOLITAN GOV OF NASHVILLE & DAV	Contact	Gill Wright
		Email	Gill.wright@nashville.gov

REQUESTING DEPARTMENT	
Participating Campuses	UNMC
Administrative Unit/Dept.	COPH / Health Promotion
Primary Contact Name	Pam Ehmke, Assistant Dean of Finance
Primary Contact Email	pehmke@unmc.edu

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary (brief description and/or event name)	<ul style="list-style-type: none"> <li>• With assistance from CityMatCH and community-engaged scholars:               <ul style="list-style-type: none"> <li>o Develop a diverse coalition of community-based organizations, community members, COMSS providers (e.g., doulas and CHWs), and perinatal medical providers.</li> <li>o Create a diversity impact statement to guide development of the COMSS integration project.</li> <li>o Develop and implement a COMSS integration project in a geographic area of focus within their community.</li> <li>o Collect and report on evaluation data related to the COMSS integration project.</li> <li>o Participate in development and dissemination of project results.</li> </ul> </li> </ul>				
Purchase Category	Consultants & Other Services				
Total Amount of Spend	160,743.00 USD	Start Date	9/30/2023 12:00 AM	End Date	9/29/2024 11:59 PM

BID INFORMATION	
Bid Number	N/A
Competitive Review Findings	Non-Competitive Purchase Approved

Contract Information	N/A
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### University of Nebraska Master Agreement - Expenditure

This University of Nebraska Master Agreement - Expenditure ("Agreement") sets forth the terms of purchase between the Board of Regents of the University of Nebraska a public body corporate by and on behalf of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature (each a "Campus" and collectively the "Campuses"), and METROPOLITAN GOV OF NASHVILLE & DAV ("Supplier"). University and Supplier are collectively referred to as "parties."

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement the parties agree as follows:

1. **Description of Deliverables.** Supplier agrees to provide the services, goods, or both identified in the statement of work attached to the Agreement ("Statement of Work") and any subsequent proposal or statement of work incorporated by reference into this Agreement (collectively, "Deliverables"). Supplier agrees to perform services under this Agreement to the satisfaction of University during the Term of this Agreement and with the standard of professional care and skill customarily provided in the performance of such service.
2. **Payment.** In full consideration for the Deliverables provided by Supplier under this Agreement, University shall pay or cause to be paid to Supplier a fee, pursuant to the Statement of Work and any subsequent proposal or statement of work incorporated by reference into this Agreement, within forty-five (45) days after Supplier's submission of an accurate invoice to University and all requested supporting documentation. Along with its invoice, Supplier shall submit adequate receipts and documentation as requested by University to support reimbursement of all previously agreed upon reimbursable expenses. Supplier is expected to comply with applicable policies and procedures, including those stated within the University of Nebraska Travel Policy (located at <https://nebraska.edu/-/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf>). University, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Supplier agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Supplier hereunder, unless required by law.
3. **Purchase Order Requirement.** A purchase order shall be issued by University to Supplier for payment in accordance with the terms of this Agreement. All invoices submitted by Supplier shall make reference to the appropriate purchase order number to be eligible for payment.
4. **Term.** The initial term of this Agreement shall be from 9/30/2023 12:00 AM to 9/29/2024 11:59 PM ("Initial Term"). This Agreement may be renewed for \_\_\_\_ (#) additional \_\_\_\_ (#) year term(s) upon completion of the Initial Term (each, a "Renewal Term") by (1) mutual written agreement of the parties or (2) University's issuance and Supplier's acceptance, demonstrated by Supplier's continued performance under the Agreement, of a purchase order. Collectively the Initial Term and any Renewal Term(s) shall be referred to as the "Term." Time is of the essence in this Agreement.
5. **Confidentiality.** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by University or non-written information and data disclosed by University that is identified at the time of disclosure to Supplier as confidential or is reasonably understood by Supplier to be confidential. Supplier agrees to protect and maintain Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement and, upon request of University, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, Supplier shall be entitled to retain archival copies of Confidential Information

{00036701.DOCX; 16}

Page 1 of 8

Title: Master Agreement - Expenditure  
Revised: 220727  
Effective: 221227

for legal, regulatory, or compliance purposes. The obligations of this paragraph do not apply to information that is in the public domain; independently known, obtained, or discovered by Supplier; or hereafter supplied to Supplier by a third party without restriction. If Supplier is compelled by law to disclose any Confidential Information, it shall provide University with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at University's cost, if University wishes to contest the disclosure.

6. **Property Rights.** University will possess all rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance. Supplier and University acknowledge and agree that work created by Supplier in connection with its performance under this Agreement shall belong to University as "work-made-for-hire" as such term is defined under 17 USC § 201, as amended. In the event such works are not copyrightable subject matter or for any reason cannot legally be considered a work-made-for-hire, Supplier hereby assigns all right, title, and interest in and to work created by Supplier in connection with its performance under this Agreement to University and agrees to execute all documents required to evidence such assignment. University's rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance under this Agreement shall be exclusive and Supplier will not use, license, or permit such works to be used for any other purpose. Upon termination of this Agreement for any reason, University shall have the exclusive right, without further obligation to Supplier, throughout the world, in all languages, and in perpetuity to use the work created by Supplier in connection with its performance under this Agreement in any manner it deems appropriate, including, without limitation, editing, altering and revising such work. This provision shall survive the termination of this Agreement.

7. **Termination.** In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, University may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to Supplier. Upon termination, University shall promptly pay Supplier for all fees incurred up to and including the effective date of termination or Supplier will refund to University a prorated share of any prepaid fees.

8. **Representations and Warranties.** Supplier warrants that it will convey good title to all goods, free of all encumbrances, and all goods delivered shall be free from defects in workmanship, material, and manufacture, shall comply with the requirements of this Agreement, including any drawings or specifications incorporated or samples furnished by the Supplier, and shall be free from defects in design. Supplier further warrants all goods purchased hereunder shall be merchantable quality and shall be fit and suitable for the purposes intended. In the event Supplier is providing University with services, Supplier warrants and represents that each of its employees and agents to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Supplier further warrants the services provided will conform to the requirements of this Agreement and that in performing the services Supplier will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Agreement and are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, or payment by University. All warranties shall run to University. If any warranties specified herein or otherwise applicable are breached by Supplier, University may, at its election, require Supplier to correct at Supplier's sole expense any defect or nonconformance by repair or replacement or return any defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the purchase price or, in the case of services, require re-performance of the services or terminate this Agreement and receive a full refund. Supplier agrees to hold University harmless from any loss, damage, or expense, including court costs and reasonable attorneys'

fees, that University may suffer as a result of a breach or alleged breach of the foregoing warranties. The foregoing remedies are in addition to all other remedies University may have at law or in equity.

9. **Relationship of Parties.** No agency, partnership, or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship. Supplier is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. Supplier is not University's agent or representative and has no authority to bind or commit University to any agreements or other obligations.

10. **Liability.** To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students, for any loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, arising out of or in connection with its performance or nonperformance under this Agreement by Supplier and its officers, employees, agents, and subcontractors.

11. **Insurance.** Supplier shall at its own expense obtain and maintain throughout the Term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars (\$1,000,000.00) per occurrence, and three million dollars (\$3,000,000.00) general aggregate to cover such liability caused by, or arising out of, activities of Supplier and its agents and/or employees while engaged in or preparing for the provision of the Deliverables. If the Deliverables include providing technology services, software, or support, Supplier shall obtain and maintain cyber liability insurance coverage of not less than ten million dollars (\$10,000,000.00) per occurrence and in the aggregate throughout the Term of this Agreement to cover such liability resulting or arising from acts, errors, or omissions in rendering such technology services, software, or support. Upon request by University, Supplier shall furnish to University certificates of insurance evidencing that such insurance is effective prior to provision of the Deliverables. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Supplier under this Agreement. Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Supplier further agrees, upon request, to include University as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Supplier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

12. **Assignment.** This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder without the written agreement of the other party shall be void.

13. **Amendment.** This Agreement constitutes the entire understanding between University and Supplier with respect to the subject matter hereof and may not be amended except by an agreement signed by Supplier and an authorized representative of University.

14. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by either party shall be instituted in the state courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Supplier in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

15. **Conflict of Interest.** Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide to University a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, University may declare this Agreement void and of no further force or effect and University shall have no further obligations under this Agreement.

16. **Work Status Verification.** Supplier and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.

17. **Debarment List.** Supplier certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Supplier also certifies that Supplier, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the Term of the Agreement and Supplier shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Supplier becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Supplier become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Supplier to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

18. **Taxpayer Transparency Act.** Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. § 84-602.01, as may be amended), University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Supplier to notify University of any requested redactions to such contracts and documents under Neb. Rev. Stat. § 84-712.05(3) at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.

19. **Nondiscrimination.** Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as amended.

20. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of the University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Supplier shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Supplier shall cooperate with the University following any report of discrimination. In the event University determines that Supplier or an employee, agent, contractor, or other person affiliated with Supplier has engaged in discrimination, including harassment, or other inappropriate conduct, Supplier will take prompt and effective action, in accordance with the University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Supplier or the employee, agent, contractor, or other person affiliated with Supplier from providing the Deliverables. Supplier's failure to comply with the University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Supplier acknowledges that the University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Supplier and employees, agents, contractors, and other persons affiliated with Supplier who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by the University from time to time, including training regarding sexual harassment and diversity and inclusion.



21. **Criminal Background Investigations.** If applicable, Supplier represents and warrants that Supplier has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same degree of thoroughness as the background checks University conducts for its newly hired staff. Supplier agrees to update any background screening upon reasonable request by University, it being agreed that any request based upon the occurrence of any illegal activity involving Supplier or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. Supplier shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Supplier is an individual, University may require Supplier complete a background check consistent with current industry standards at University's request. Supplier shall not hire, retain, or engage any individual directly involved in the performance of services under the Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Supplier and Supplier's employees or agents directly performing services under the Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Supplier and Supplier's employees or agents ineligible to directly perform services under the Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Supplier and Supplier's employees or agents cannot be listed on any sex offender registry. Supplier agrees to ensure any third party with whom Supplier engages to provide any part of services provided under the Agreement agrees to the same restrictions, conditions, and requirements of this section in the same capacity as Supplier.

22. **Equal Opportunity (Intentionally bolded).** Supplier shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), incorporated by reference with the following statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status."**

23. **Logos or University Marks.** Supplier shall not use or display any University name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Supplier agrees it will not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Supplier's business.

24. **Right to Audit Privilege.** The University reserves the right to audit or inspect work performed by the Supplier under the Agreement. The University may participate directly or through an appointed representative in order to verify that services related to the Agreement have been performed in accordance with the procedures indicated.

25. **Affiliates.** "Affiliates" for the purposes of this Agreement are agents, contractors, consultants, or other entities or individuals who are authorized by University to use the Deliverables. Affiliates may be added by University upon written notice to Supplier. The parties agree Affiliates may avail themselves to the benefits of this Agreement by way of a separate agreement between Affiliate and Supplier. Affiliates include, without limitation, any public agency or instrumentality of the government of the State of Nebraska

or political subdivisions within the State of Nebraska, any entity in which the Board of Regents of University has at least a fifty percent (50%) controlling interest, and The Nebraska Medical Center d/b/a Nebraska Medicine.

26. **Campuses.** By virtue of the authority granted by the Board of Regents of University of Nebraska, each Campus may execute certain contracts on their own behalf. Supplier acknowledges one or more Campuses may participate under this Agreement. The Campuses shall not be considered "Affiliates" for purposes of this Agreement.

27. **Compliance.** Supplier and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

28. **Incorporation and Priority of Documents.** Any document that is ancillary to this Agreement (including without limitation any solicitation, purchase order, addendum, exhibit, appendix, bid, proposal, quotation, or statement of work) ("Ancillary Document") constitutes part of this Agreement if 1) attached to the Agreement at execution thereof or 2) signed by an authorized signatory from each party at or subsequent to execution of the Agreement.

Notwithstanding any provision to the contrary in any of the following documents, precedence is established by the order of the following documents: 1) duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); 2) this Agreement and any Ancillary Document issued by the University and incorporated by reference into this Agreement; and 3) any Ancillary Document not issued by the University and incorporated by reference into this Agreement. In the event of conflicting or inconsistent provisions between any of the foregoing documents, a document identified with a lower numerical value in this section shall supersede a document identified with a higher numerical value in this section to the extent necessary to resolve any such conflict or inconsistency. In the event an issue is addressed in one of the foregoing documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur. Where terms and conditions specified in the Supplier's bid, proposal, or quotation differ from the terms and conditions in University's solicitation, the terms and conditions in the solicitation shall apply. Where terms and conditions specified in the Supplier's bid, proposal, or quotation supplement the terms and conditions in University's solicitation, the supplemental terms and conditions shall apply only if specifically accepted by University in writing.

29. **Severability.** The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

30. **Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

31. **Waiver.** A waiver of any term or provision of this Agreement by University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

32. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing sent via certified mail or hand delivery, effective when received and delivered to the addresses provided on the signature page of this Agreement.

33. **Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing

on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

34. **Subcontractors.** Supplier shall not subcontract all or substantially all of any facet of the services without the prior written approval of University. Supplier shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided, however, that no contractual relationship shall exist between any subcontractor and University, unless evidenced in a separate contract independent of this Agreement with Supplier.

35. **Unavailability of Funding.** Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Supplier. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such Agreement, termination, or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Supplier may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Supplier shall be entitled to receive just and equitable compensation for any satisfactory work performed up to the date of the notice of termination. In the event of unavailability of funding, the University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

36. **Delivery.** All shipments are to be made F.O.B. destination, freight prepaid, according to the delivery information provided in the applicable purchase order. Supplier shall make no partial deliveries under this Agreement without the University's consent unless otherwise indicated in the applicable purchase order. University may, but shall not be obligated to, inspect Supplier's performance under this Agreement from time to time. University's inspection, or lack of inspection, will not constitute an acceptance of any Deliverable or a waiver of any right or warranty or preclude University from rejecting any defective Deliverable. Supplier will coordinate lead times and delivery dates with the University. Time is of the essence with respect to delivery of goods and performance of services.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

**University Department Approval (if applicable)**

Signature: Pam Ehmke

Printed Name: Pam Ehmke

Title: Assistant Dean of Finance

Date: 11/16/2023 | 12:14 CST

**University Primary Investigator (if applicable)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Board of Regents of the University of Nebraska**

Signature: Anne Barnes

Printed Name: Anne Barnes

Title: Vice Chancellor Business and Finance

Date: 11/20/2023 | 11:06 CST

**Supplier**

Signature: Gill C. Wright III, MD

Printed Name: Gill Wright

Title: Director of Health

Date: 11/16/2023 | 09:45 CST

**Notices to the University shall be sent to:**

Pam Ehmke, Assistant Dean of Finance  
pehmke@unmc.edu  
984355 Nebraska Medical Center Omaha, NE  
68198-4355

With copy to:

Legal Notices  
C/O P2P Procurement Contracts  
1700 Y Street, BSC 125  
Lincoln, NE 68588-0645

I affirm that if I am an employee of the University of Nebraska, I have notified the University of my status as an employee and that this contract must be completed in accordance with Board of Regents Policy 6.2.1.16, Purchases Involving University Personnel.

Notices to Supplier shall be sent to:

Gill Wright  
Gill.wright@nashville.gov  
2500 Charlotte Avenue Nashville, TN 37209  
615-340-5616

With copy to (optional):



Metropolitan Government of Nashville and Davidson County

Gill Wright, Director of Health

2500 Charlotte Avenue

Nashville, TN 37209

615-340-5616

[Gill.wright@nashville.gov](mailto:Gill.wright@nashville.gov)

**SCOPE OF WORK**

Metropolitan Government of Nashville and Davidson County will conduct and participate in the following activities during each project year:

- With assistance from CityMatCH and community-engaged scholars:
  - Develop a diverse coalition of community-based organizations, community members, COMSS providers (e.g., doulas and CHWs), and perinatal medical providers.
  - Create a diversity impact statement to guide development of the COMSS integration project.
  - Develop and implement a COMSS integration project in a geographic area of focus within their community.
  - Collect and report on evaluation data related to the COMSS integration project.
  - Participate in development and dissemination of project results.
- Compensate community members and COMSS providers for their participation in coalition teams, as needed.
- Facilitate site visits with CityMatCH staff and community-engaged scholars (4 site visits in year one, annually thereafter).
- Attend virtual training (quarterly).
- Attend in-person meetings (annually) – locations TBD.
  - No annual meeting in Project Year 1.
- Participate in monthly virtual team meetings.
- Submit UNMC-required invoices and contractual paperwork, as needed.

**COMPENSATION**

Contractor will be compensated up to \$160,743 for the project. \$150,000 for services provided and up to \$10,743 for travel to the annual CityMatCH conference, where site representatives will share their work with the larger Maternal and Child Health Field. Contractor will provide \$100,000 of the \$150,000 to support community organizations and community members engaged in the project.

All payments to non-residents will be subject to State of Nebraska tax withholding laws, deducting four percent (4%) withholding tax. The Independent Contractor must file a Nebraska State Income Tax Form to receive any applicable refund. Information on this withholding tax is at <http://www.revenue.state.ne.us/info/8-515.pdf>

Travel expenses are to be preapproved by the University and be in accordance with the University's travel policy located at - <https://nebraska.edu/-/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf>

ACCOUNTING

34-5450-2010-001 526900

INVOICING

Itemized invoice(s) should be sent to Denise Pecha at [denise.pecha@unmc.edu](mailto:denise.pecha@unmc.edu) and Pam Ehmke at [pehmke@unmc.edu](mailto:pehmke@unmc.edu).

TERM

The contract will be for the period of September 30, 2023 through September 29, 2024.

A handwritten signature in dark ink, appearing to be "M".

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

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

DocuSigned by:  
Joanna Shaw-Isikai  
FOEB3ACD4AFC4C1...  
Interim Director, Metro Public Health Department

11/26/2024

Date

Signed by:  
Tiné Hamilton Franklin  
DEBF0BBF14D14B0...  
Chair, Board of Health

11/26/2024

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw  
Director, Department of Finance

12/03/2024

Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb  
Director of Risk Management Services

12/5/2024

Date

APPROVED AS TO FORM AND LEGALITY:

Derrick C. Smith  
Metropolitan Attorney

11/27/2024

Date

FILED:

Austin Kyle  
Metropolitan Clerk

DEC 18 2024

Date

# ORIGINAL

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***METROPOLITAN COUNTY COUNCIL***

**Resolution No. RS2024-931**

A resolution accepting from the University of Nebraska a grant for expenses to attend the CityMatch conference and additional moneys for services to integrate support services into the perinatal systems of care to the Metropolitan Government, acting by and through the Metropolitan Board of Health.

2024 DEC 10 PM 12:15  
FILED METROPOLITAN CLERK

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*Introduced* DEC 17 2024

*Amended* \_\_\_\_\_

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*Adopted* DEC 17 2024

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*Approved* DEC 18 2024

*By*   
*Metropolitan Mayor*

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## Certificate Of Completion

Envelope Id: 6BBA1FB7-3740-4A24-94AA-A837636350E2

Status: Completed

Subject: Complete with Docusign: Health University of Nebraska 24-25 Amend 4 Ready.pdf

Source Envelope:

Document Pages: 49

Signatures: 5

Envelope Originator:

Certificate Pages: 15

Initials: 1

Juanita Paulson

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

Juanita.Paulsen@nashville.gov

IP Address: 170.190.198.185

## Record Tracking

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Holder: Juanita Paulson

Location: DocuSign

8/18/2025 8:56:47 AM

Juanita.Paulsen@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and  
Davidson County

Location: Docusign

## Signer Events

### Signature

### Timestamp

Daniel Harden

*DH*

Sent: 8/18/2025 9:04:14 AM

Daniel.Harden@nashville.gov

Viewed: 8/18/2025 9:16:40 AM

Security Level: Email, Account Authentication  
(None)

Signed: 8/18/2025 9:16:53 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Aaron Pratt

*Aaron Pratt*

Sent: 8/18/2025 9:16:57 AM

Aaron.Pratt@nashville.gov

Viewed: 8/18/2025 9:45:05 AM

Security Level: Email, Account Authentication  
(None)

Signed: 8/18/2025 9:45:18 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

### Electronic Record and Signature Disclosure:

Accepted: 8/18/2025 9:45:05 AM

ID: 1703112a-0d73-49d5-92cb-0ec20991082c

Jenneen Reed/mjw

*Jenneen Reed/mjw*

Sent: 8/18/2025 9:45:20 AM

MaryJo.Wiggins@nashville.gov

Viewed: 8/18/2025 4:59:16 PM

Security Level: Email, Account Authentication  
(None)

Signed: 8/18/2025 5:00:42 PM

Signature Adoption: Pre-selected Style

Using IP Address: 174.238.167.54

Signed using mobile

### Electronic Record and Signature Disclosure:

Accepted: 8/18/2025 4:59:16 PM

ID: f2b229a0-ed9d-4447-a78b-d89ff4270663

Matthew Garth

*Matthew Garth*

Sent: 8/18/2025 5:00:45 PM

Matthew.Garth@nashville.gov

Viewed: 8/18/2025 5:01:49 PM

Security Level: Email, Account Authentication  
(None)

Signed: 8/18/2025 5:02:35 PM

Signature Adoption: Pre-selected Style

Using IP Address:

2600:1700:1410:11a0:6857:e6c1:d604:3c61

Signed using mobile

Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Accepted: 8/18/2025 5:01:49 PM ID: 7b80ce7e-c617-465a-9bc3-c0c144607ea2		
Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	<i>Balogun Cobb</i>  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 8/18/2025 5:02:38 PM Viewed: 8/19/2025 7:51:40 AM Signed: 8/19/2025 7:52:04 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/19/2025 7:51:40 AM  
ID: 90565b4c-bdf2-4523-abd3-e2e914ed8a08

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Karina Valdez karina.valdez@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 8/19/2025 7:52:07 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 8/12/2022 8:07:55 AM ID: ec3de7a9-934b-431e-a2e7-878bc56f8182		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 8/19/2025 7:52:07 AM Viewed: 8/19/2025 8:15:05 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 8/18/2025 9:56:32 AM ID: 80ef4777-a2a8-4d6a-a10e-9b2fedc84e97		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/18/2025 9:04:14 AM
Certified Delivered	Security Checked	8/19/2025 7:51:40 AM
Signing Complete	Security Checked	8/19/2025 7:52:04 AM
Completed	Security Checked	8/19/2025 7:52:07 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

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**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

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