

**BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF STATE
AND
METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY
METRO PUBLIC HEALTH DEPARTMENT**

This Contract, by and between the State of Tennessee, Department of State, hereinafter referred to as the "State" and Metropolitan Government of Nashville & Davidson County, Metro Public Health Department, hereinafter referred to as the "Procuring Party," is for the provision of administrative law judges, as further defined in the "SCOPE OF SERVICES."

The Procuring Party is a Government Entity.
Procuring Party Place of Incorporation or Organization: Nashville

A. SCOPE OF SERVICES:

- A.1. Pursuant to T.C.A. § 7-7-105, the State shall provide the services of administrative law judges to conduct hearings on matters referred by the Procuring Party.

B. TERM OF AGREEMENT:

This Contract shall be effective on January 1, 2023 ("Effective Date"), and extend for a period of sixty (60) months after the Effective Date ("Term").

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the Procuring Party under this Agreement exceed One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00). The payment rates in Section C.3. shall constitute the entire compensation due the State for the for services performed. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the State.
- C.2. Compensation Firm. The payment rates and the maximum liability of the Procuring Party under this Agreement are firm for the duration of the Agreement and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The State shall be compensated, monthly, based on the payment rates herein for units of service authorized by the Procuring Party as described in Section A.

- a. The State shall be compensated for units of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Docketing Fee	\$200.00 per case
Case Specific Work Time	\$100.00 per hour

- b. A Docketing Fee will be charged when the Procuring Party files a document initiating a new case and a case number is assigned. Upon the initial assignment of a case number, the State will

assess this filing fee, representing two (2) hours of time, which can operate as a credit to the Procuring Party against future billings in the case.

- c. Case Specific Work Time will be charged for the services described in Section A. Each invoice will show the case name, case number, or other identifying information sufficient enough to identify the case and the type of work on which the time was spent. Case Specific Work Time may be pro-rated in tenths of an hour for periods less than one (1) hour.
- d. Prior to any payment, the State shall submit monthly invoices, for the previous month, in form and substance agreeable to the Procuring Party. Any necessary supporting paperwork shall be submitted if requested by the Procuring Party.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. This Contract may be terminated by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination. Said termination shall not be deemed a breach of contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of

this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).

- D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

Claims against the State of Tennessee, or its employees, or injury damages, expenses, or attorney's fees are heard and determined by the Tennessee Claims Commission or the Tennessee Board of Claims in the manner prescribed by law (*Tennessee Code Annotated*, Sections 9-8-101 *et seq.*, 9-8-301 *et seq.*, and 9-8-401 *et seq.*). Damages recoverable against the State of Tennessee shall be expressly limited to claims paid by the Board of Claims or the Claims Commission pursuant to *Tennessee Code Annotated*, Section 9-8-301 *et seq.*

- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to this subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.18. HIPAA Compliance. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").
- a. Procuring Party warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable requirements in the course of this Contract.
 - b. Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Procuring Party in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL, or facsimile transmission with receipt confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Stephanie Shackelford, Director
Administrative Procedures Division
Office of Tennessee Secretary of State Tre Hargett
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 6th Floor
Nashville, TN 37243
stephanie.shackelford@tn.gov
Telephone # 615-982-2775
FAX # 615-741-4472

The Procuring Party:

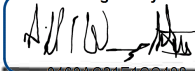
Gill Wright III, MD, Director of Health
Metropolitan Government of Nashville & Davidson County
Metro Public Health Department
2500 Charlotte Avenue
Nashville, TN 37209
gill.wright@nashville.gov
Telephone # 615-862-6640
FAX # 615-340-5665

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

DocuSigned by:



10/27/2023

DATE

DIRECTOR, METRO PUBLIC HEALTH DEPARTMENT

DocuSigned by:



10/27/2023

DATE

CHAIR, BOARD OF HEALTH

APPROVED AS TO AVAILABILITY OF FUNDS:



10/27/2023 | 10:58 AM CDT

DATE

DIRECTOR, DEPARTMENT OF FINANCE

APPROVED AS TO RISK AND INSURANCE:



10/27/2023 | 11:01 AM CDT

DATE

DEPARTMENT OF RISK MANAGEMENT

APPROVED AS TO FORM AND LEGALITY:



10/27/2023 | 11:35 AM CDT

METROPOLITAN ATTORNEY

DATE

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

METROPOLITAN CLERK

DATE

IN WITNESS WHEREOF,

DEPARTMENT OF STATE



10/23/23

TRE HARGETT, SECRETARY OF STATE

DATE

**CONTRACT
BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF STATE
AND
METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY**

This Contract, by and between the State of Tennessee, Department of State hereinafter referred to as the "State" and Metropolitan Government of Nashville & Davidson County, hereinafter referred to as the "Procuring Party," is for the provision of administrative law judges, as further defined in the "SCOPE OF SERVICES."

The Procuring Party is a Government Entity.

Procuring Party Place of Incorporation or Organization: Nashville

A. SCOPE OF SERVICES:

- A.1. Pursuant to T.C.A. § 7-7-105, the State shall provide the services of administrative law judges to conduct hearings on matters referred by the Procuring Party.

B. TERM OF AGREEMENT:

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- C.2. Compensation Firm. The payment rates and the maximum liability of the Procuring Party under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
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- D.3. Termination for Convenience. This Contract may be terminated by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination. Said termination shall not be deemed a breach of contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

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- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

Claims against the State of Tennessee, or its employees, or injury damages, expenses, or attorney's fees are heard and determined by the Tennessee Claims Commission or the Tennessee Board of Claims in the manner prescribed by law (*Tennessee Code Annotated*, Sections 9-8-101 *et seq.*, 9-8-301 *et seq.*, and 9-8-401 *et seq.*). Damages recoverable against the State of Tennessee shall be expressly limited to claims paid by the Board of Claims or the Claims Commission pursuant to *Tennessee Code Annotated*, Section 9-8-301 *et seq.*

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- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to this subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.18. HIPAA Compliance. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act, and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").
- a. Procuring Party warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable requirements in the course of this Contract.
 - b. Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Procuring Party in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL, or facsimile transmission with receipt confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Stephanie Shackelford, Director
Administrative Procedures Division
Office of Tennessee Secretary of State Tre Hargett
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 6th Floor
Nashville, TN 37243
stephanie.shackelford@tn.gov
Telephone # 615-982-2775
FAX # 615-741-4472

The Procuring Party:

Shannon B. Hall, Human Resources Director
Metropolitan Government of Nashville & Davidson County
404 James Robertson Parkway, Suite 1000
Nashville, TN 37219
Shannon.hall@nashville.gov
Telephone # 615-862-6640
FAX # 615-862-6659

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Shannon Hall

10/30/2023 | 7:36 AM PDT

DATE

DEPARTMENT OF HUMAN RESOURCES

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw

10/27/2023 | 10:58 AM CDT

DATE

DEPARTMENT OF FINANCE

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb

10/27/2023 | 11:01 AM CDT

DATE

DEPARTMENT OF RISK MANAGEMENT

APPROVED AS TO FORM AND LEGALITY:

Derrick C. Smith

10/27/2023 | 11:35 AM CDT

METROPOLITAN ATTORNEY

DATE

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

METROPOLITAN CLERK

DATE

IN WITNESS WHEREOF,

DEPARTMENT OF STATE

Tre Hargett

10/23/23

TRE HARGETT, SECRETARY OF STATE

DATE