
GRANT SUMMARY SHEET

Grant Name: Childcare Agency Immunization Audits 25

Department: HEALTH DEPARTMENT

Grantor: TN Dept. of Human Services

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

Total Award this Action: \$152,000.00

Cash Match Amount \$0.00

Department Contact: Brad Thompson
340-0407

Status: CONTINUATION

Program Description:

To audit the immunization records of child care attendees in each child care facility in Davidson County. ***Fee for inspection*** Child Care and Development Block grant

Plan for continuation of services upon grant expiration:

Services will end

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: Childcare Agency Immunization Audits 25					
Grantor: TN Dept. of Human Services <input type="checkbox"/> Other: <input type="checkbox"/>					
Grant Period From: 10/01/24		(applications only) Anticipated Application Date:			
Grant Period To: 09/30/25		(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: FORMULA	Total Award: \$152,000.00				
Status: CONTINUATION	Metro Cash Match: \$0.00				
Metro Category: Est. Prior.	Metro In-Kind Match: \$0.00				
CFDA #: 93.575	Is Council approval required? <input type="checkbox"/>				
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>			
To audit the immunization records of child care attendees in each child care facility in Davidson County. ***Fee for inspection*** Child Care and Development Block grant					
Plan for continuation of service after expiration of grant/Budgetary impact:					
Services will end					
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:		0.30	Actual number of positions added:		0.00
Departmental Indirect Cost Rate		19.54%	Indirect Cost of Grant to Metro:		\$29,700.80
*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	FY25	\$0.00	\$114,000.00	\$0.00	\$0.00		\$0.00	\$114,000.00	\$22,275.60	\$0.00
Yr 2	FY26	\$0.00	\$38,000.00	\$0.00	\$0.00		\$0.00	\$38,000.00	\$7,425.20	
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$0.00	\$152,000.00	\$0.00	\$0.00		\$0.00	\$152,000.00	\$29,700.80	\$0.00
Date Awarded:				08/19/24	Tot. Awarded:		\$152,000.00	Contract#: 34549-90425		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov





CONTRACT

(fee-for-service contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date October 1, 2024	End Date September 30, 2025	Agency Tracking # 34549-90425	Edison Record ID 83907
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Contractor Legal Entity Name Metro Government of Nashville & Davidson County	Edison Vendor ID 4
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Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	Assistance Listing Number 93.575
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Service Caption (one line only)
Provision of immunization record audits for licensed child care providers

Funding ---					
FY	State	Federal	Interdepartmental	Other	TOTAL Agreement Amount
2025	\$0.00	\$114,000.00	\$0.00	\$0.00	\$114,000.00
2026	\$0.00	\$38,000.00	\$0.00	\$0.00	\$38,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL:	\$0.00	\$152,000.00	\$0.00	\$0.00	\$152,000.00

American Recovery and Reinvestment Act (ARRA) Funding:
 YES NO

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Winfield Shiers

CPO USE - GU

Speed Chart (optional)	Account Code (optional)
	71301000

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This Contract, by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State," and Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Contractor," is for the provision of licensed child care agency immunization record audits, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 4

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor shall use funds to conduct immunization record audits assuring the safety and well-being of children and families in Tennessee, and such activities shall be consistent with statutory or regulatory requirements and recommendations by the Centers for Disease Control and Prevention.
- A.3. The Contractor shall conduct immunization record audits for child care centers, drop-in centers, family homes, and group child care homes ("child care agency" or "child care agencies") licensed by the State, subject to licensure by the State pursuant to Tenn. Comp. R. & Regs. 1240-04-01-.01 et seq., or as may be requested in writing electronically by the State.
- A.4. The Contractor shall:
- a. Complete immunization record audits of a child care agency within eight (8) weeks of receiving a written electronic request by the State Agency. Expedited requests made by the State shall be given priority by the Contractor.
 - b. Verify that all immunization records of enrolled children in a child care agency meet the immunization requirements in accordance with applicable Tennessee law and rules.
 - c. Provide a copy of the immunization audit report electronically within ten (10) business days of completion to the State requestor. The Contractor shall report to the State any child care agency not in compliance with applicable Tennessee laws or rules for monitoring and follow-up.
 - d. Provide to each child care agency a completed Non-Compliance Information Letter (supplied by the Tennessee Immunization Program) for each child not meeting immunization requirements.
- A.5. The State shall:
- a. Provide the Contractor with a valid and correct written inspection request upon issuance of a provisional license. The Contractor will complete the inspection request prior to the expiration of the provisional license of the child care agency.
 - b. Provide the Contractor with a valid and correct written inspection request no later than ninety (90) days prior to the license anniversary of a child care agency.
 - c. Periodically provide or make available to the Contractor a list of child care agencies within the Contractor's jurisdiction subject to licensure requirements.

A.6. The Contractor shall support the State's Child Care and Development Fund State Plan and data reporting requirements by collecting and reporting on such data as may be requested by the State.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective for the period beginning on October 1, 2024 ("Effective Date"), and ending on September 30, 2025 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

B.3. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one hundred fifty-two thousand dollars (\$152,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. 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 Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Immunization Record Audit Fee	\$ 800 per inspection

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Department of Human Services
Child Care Services
Attn: Director of Compliance
James K. Polk Building, 15th Floor
505 Deaderick St
Nashville, TN 37243
ChildcareContracts.DHS@tn.gov

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Human Services, Child Care Services
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.
- 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. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not 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 State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections

of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures 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 Contractor 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. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, 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. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. 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.13. 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.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. 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.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contractor 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.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the 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.19. 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.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.21. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.22. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Contract.

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 recipient 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:

Gwen Laaser, Director, Child Care Services
Tennessee Department of Human Services
James K. Polk Building, 15th Floor
505 Deaderick St
Nashville, TN 37243
gwen.laaser@tn.gov
Telephone # (615) 313-3893

Administrative Contact:

Chasidy Buchanan, Director of Compliance, Child Care Services
Tennessee Department of Human Services
James K. Polk Building, 15th Floor
505 Deaderick St
Nashville, TN 37243
Chasidy.Buchanan@tn.gov
Telephone # (615) 313-4893

The Contractor:

Angelina Hooper, Public Health Manager
Metropolitan Government of Nashville and Davidson County
2500 Charlotte Ave
Nashville, TN 37209
Angelina.hooper@nashville.gov
Telephone # (615) 340-8900

Administrative Contact:

Holly Rice, Finance Manager
Metropolitan Government of Nashville & Davidson County
2500 Charlotte Ave.
Nashville, TN 37209
holly.rice@nashville.gov
Telephone # (615) 340-8900

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.5. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.6. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.7. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for

individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.8. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life

insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
- d. The Contractor will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Contract. More information about obtaining a Unique Entity Identifier Number can be found at: <https://www.gsa.gov>.

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Signed by: *Gill C Wright III, MD* 8/12/2024

0460AC21E1CC498... GILL WRIGHT, MD, DIRECTOR OF HEALTH DATE

DEPARTMENT OF HUMAN SERVICES:

CLARENCE H. CARTER, COMMISSIONER DATE

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signed by:
Gill C Wright III, MD
0460AC24E1CC408...
Director, Metro Public Health Department

8/12/2024
Date

Signed by:
Tiné Hamilton Franklin
B59F0BBF44D14B0...
Chair, Board of Health

8/19/2024
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mkw
Director, Department of Finance

8/28/2024 | 3:13 PM CDT
Date

APPROVED AS TO RISK AND INSURANCE:

Balaqun Cobb
Director of Risk Management Services

8/29/2024 | 9:27 AM CDT
Date

APPROVED AS TO FORM AND LEGALITY:

Courtney Mohan
Metropolitan Attorney

8/29/2024 | 9:21 AM CDT
Date

FILED:

Metropolitan Clerk

Date

Certificate Of Completion

Envelope Id: 7B7BDDF6716F45C080FB99E022729079	Status: Completed
Subject: Complete with DocuSign: Health-Childcare Immunization Audits 25 Ready.pdf	
Source Envelope:	
Document Pages: 16	Signatures: 6
Certificate Pages: 15	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Juanita Paulson
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Juanita.Paulsen@nashville.gov
	IP Address: 170.190.198.185

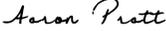
Record Tracking

Status: Original	Holder: Juanita Paulson	Location: DocuSign
8/28/2024 7:59:54 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

Signer Events	Signature	Timestamp
Rose Wood		Sent: 8/28/2024 8:07:32 AM
rose.wood@nashville.gov		Viewed: 8/28/2024 8:27:15 AM
Finance Admin		Signed: 8/28/2024 8:28:02 AM
Metro Finance Dept. OMB	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 170.190.198.191	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Aaron Pratt		Sent: 8/28/2024 8:28:03 AM
Aaron.Pratt@nashville.gov		Viewed: 8/28/2024 8:30:33 AM
Security Level: Email, Account Authentication (None)		Signed: 8/28/2024 8:33:53 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.191	

Electronic Record and Signature Disclosure:
Accepted: 8/28/2024 8:30:32 AM
ID: ee5a9b4f-7730-492d-8218-5cd37ab1db9e

Kevin Crumbo/mjw		Sent: 8/28/2024 8:33:55 AM
MaryJo.Wiggins@nashville.gov		Viewed: 8/28/2024 3:07:14 PM
Security Level: Email, Account Authentication (None)		Signed: 8/28/2024 3:13:57 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.100	

Electronic Record and Signature Disclosure:
Accepted: 8/28/2024 3:07:14 PM
ID: afc5a5cb-f02c-426f-9bda-959d31684341

Courtney Mohan		Sent: 8/28/2024 3:13:59 PM
Courtney.Mohan@nashville.gov		Viewed: 8/29/2024 8:56:23 AM
Security Level: Email, Account Authentication (None)		Signed: 8/29/2024 9:21:54 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Accepted: 8/29/2024 8:56:23 AM
ID: 51122009-d66b-40cb-b4e9-236d135bee18

Balogun Cobb
balogun.cobb@nashville.gov
Insurance Division Manager
Security Level: Email, Account Authentication (None)

Balogun Cobb

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 8/29/2024 9:21:56 AM
Viewed: 8/29/2024 9:27:00 AM
Signed: 8/29/2024 9:27:07 AM

Electronic Record and Signature Disclosure:

Accepted: 8/29/2024 9:27:00 AM
ID: 0c337c51-a675-4769-a008-720bd5db551f

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Danielle Godin
Danielle.Godin@nashville.gov
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication (None)

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Sent: 8/29/2024 9:27:10 AM

Electronic Record and Signature Disclosure:

Accepted: 8/28/2024 9:26:27 AM
ID: ddafa96a-17c9-4204-86ca-6e943eb26385

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/28/2024 8:07:32 AM
Certified Delivered	Security Checked	8/29/2024 9:27:00 AM
Signing Complete	Security Checked	8/29/2024 9:27:07 AM
Completed	Security Checked	8/29/2024 9:27:10 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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