

## GRANT SUMMARY SHEET

**Grant Name:** A Step Ahead Foundation 22  
**Department:** HEALTH DEPARTMENT  
**Grantor:** A STEP AHEAD FOUNDATION OF MIDDLE TN, INC.

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

**Total Award this Action:** \$48,000.00

**Cash Match** \$0.00

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

**Status:** NEW

**Program Description:**

This is grant from A Step Ahead Foundation of Middle Tennessee to reimburse MPHD for costs associated with providing long-acting reversible contraception. This grant reimburses fees not covered by other payors (grants, insurance, private pay). The contract will begin after the grant is approved by the Metro Council (see contract section 2.1). There was no application for this grant, they contacted MPHD to set this program up.

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

N/A

B.A. Initials

<sup>DS</sup>  
RW

5353

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: A Step Ahead Foundation 22				
Grantor: A STEP AHEAD FOUNDATION OF MIDDLE TN, INC. <span style="float:right;">Other: <input type="text"/></span>				
Grant Period From:		(applications only) Anticipated Application Date:		
Grant Period To: 12/31/22		(applications only) Application Deadline:		
Funding Type: FOUNDATION		Multi-Department Grant <input type="checkbox"/> <span style="float:right;">If yes, list below.</span>		
Pass-Thru:		Outside Consultant Project: <input type="checkbox"/>		
Award Type: OTHER		Total Award:	\$48,000.00	
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"/>		
This is grant from A Step Ahead Foundation of Middle Tennessee to reimburse MPHD for costs associated with providing long-acting reversible contraception. This grant reimburses fees not covered by other payors (grants, insurance, private pay). The contract will begin after the grant is approved by the Metro Council (see contract section 2.1). <b>There was no application for this grant, they contacted MPHD to set this program up.</b>				
Plan for continuation of service after expiration of grant/Budgetary impact:				
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		24.82%	Indirect Cost of Grant to Metro: \$11,915.95	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow. 0%	Ind. Cost Requested from Grantor: \$0.00 <b>in budget</b>	
*(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	FY22			\$48,000.00	\$0.00		\$0.00	\$48,000.00	\$11,915.95	\$0.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$0.00	\$0.00	\$48,000.00	\$0.00		\$0.00	\$48,000.00	\$11,915.95	\$0.00
Date Awarded:				10/19/21		\$48,000.00	Contract#:	N/A		
(or) Date Denied:										
(or) Date Withdrawn:										

Contact: [trinity.weathersby@nashville.gov](mailto:trinity.weathersby@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

GCP RECEIVED 10/21/21

GCP APPROVED 10/21/21

*TW*

**CONTRACT BETWEEN  
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH AND  
A STEP AHEAD FOUNDATION OF MIDDLE TENNESSEE, INC.**

This Agreement is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH**, a municipal corporation of the State of Tennessee (hereinafter referred to as "MPHD") and **A STEP AHEAD FOUNDATION OF MIDDLE TENNESSEE, INC.**, a 501c3 non-profit Tennessee corporation, (hereinafter referred to as "Agency" or "ASAFMT").

**1. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

**1.1. Duties and Responsibilities**

Agency will be the "payer of last resort," meaning that Agency will only pay for covered care and services if there are no other sources of payment available. Agency, as a payer of last resort, commits to provide reimbursement to MPHD for certain costs associated with providing long-acting reversible contraception to a MPHD patient under the following conditions:

- A. Patient complete a Client Disclosure Form (Attachment #2)
- B. ASAFMT will pay for patient office visits if
  - i. the patient receives a "covered device", which is one of the covered types of long-acting reversible contraception: 1) intrauterine device (hereinafter referred to as "IUD") or 2) birth control implant
  - ii. the patient has an appointment through ASAFMT call center, but does not elect to receive a LARC
- C. If a covered device is placed, ASAFMT will pay for Pap tests (when recommended) and pregnancy tests, or other tests routinely associated with placing a covered device.
- D. ASAFMT will pay for STI tests if a patient intends to receive a covered device. Note: ASAFMT will not pay for STD/STI treatment, but once treatment is complete, ASAFMT will pay for the subsequent contraceptive device.
- E. ASAFMT will pay for the insertion of the covered device.
- F. ASAFMT will pay for birth control pills for two months if bleeding with a covered device occurs.
- G. ASAFMT will pay for the following contraceptive devices at the 340(b) rate-ParaGard IUD, Mirena IUD, Kyleena IUD, Skyla IUD, Liletta IUD, and Nexplanon.
  - i. ASAFMT will pay for up to \$500 in fees associated with the removal of the device at any time if ASAFMT paid for the original insertion. Should an ultrasound or additional testing be required, MPHD will give notice to ASAFMT, as ASAFMT does not have unlimited funds. At the discretion of ASAFMT, services will be covered for reimbursement as long as funds are available.

- ii. ASAFMT will pay for up to \$500 in fees associated with the removal of the device if ASAFMT did not pay for the original insertion, and the patient gets another LARC, even if the new device is paid for by another payor (Private Insurance, etc.). Should an ultrasound or additional testing be required, MPHD shall give notice to ASAFMT, as ASAFMT does not have unlimited funds.
  - iii. ASAFMT will not pay for the removal of the device if ASAFMT did not pay for the original insertion and the patient does not get another LARC.
- H. ASAFMT does not pay for the treatment of pregnancy, infections, or illnesses discovered as a result of the exam or which might occur with the birth control.

MPHD commits to provide family planning services to eligible service recipients of reproductive age. Services include but are not limited to the following:

- A. Assist individuals in the planning and spacing of their children through the provision of affordable, voluntary family planning services by providing a broad range of acceptable and effective medically approved family planning methods and services.
- B. Provide reproductive health services for persons of reproductive age and able to reproduce who do not have access to services, or do not have the ability to pay for services, or who request confidential services.
- C. Provide services without subjecting individuals to any coercion to accept services or to employ or not to employ any particular methods of family planning.
- D. Provide services in a manner which protects the dignity of the individual.
- E. Billing patient services to ASAFMT monthly for all patients that complete a Client Disclosure Form.

Mutual responsibilities:

- A. The contract will be jointly reviewed annually or more frequently if laws and regulations are amended that will significantly impact this agreement, or whenever a party requests a formal change.

## **2. CONTRACT TERM**

### **2.1. Contract Term**

The term of this contract will begin on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. The contract term will end December 31, 2022.

## **3. COMPENSATION**

### **3.1. Contract Value**

This contract has an annual estimated value of Forty-eight thousand dollars, (\$48,000.00). MPHD will invoice no more often than monthly, with all necessary supporting documentation.

### **3.2. Other Fees**

There will be no other charges or fees for the performance of this contract.

#### **4. TERMINATION**

##### **4.1. Breach**

Should Agency fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, MPHD shall have the right to immediately terminate the contract. Such termination shall not relieve Agency of any liability to MPHD for damages sustained by virtue of any breach by Agency.

##### **4.2. Lack of Funding**

Should funding for this contract be discontinued, MPHD or ASAFMT shall have the right to terminate the contract immediately upon written notice to Agency.

##### **4.3. Notice**

Any party to this contract may terminate this agreement by providing the other party written notice of their intent to do so thirty (30) days prior to the date of termination.

#### **5. NONDISCRIMINATION**

##### **5.1. Metro's Nondiscrimination Policy**

It is the policy of the MPHD not to discriminate on the basis of age, race, sex, color, national origin, sexual orientation, gender identity, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

#### **6. INSURANCE**

##### **6.1. Proof of Insurance**

During the term of this contract, for any and all awards, Agency shall, at its sole expense, obtain and maintain in full force and effect for the duration of this contract, including any extension, the types and amounts of insurance identified below. Proof of insurance shall be required naming MPHD as additional insured.

##### **6.2. General Liability Insurance**

Agency shall provide General Liability Insurance in the amount of one million (\$1,000,000.00) dollars.

##### **6.3. Cyber Liability Insurance**

Agency shall provide Cyber Liability Insurance in the amount of one million (\$1,000,000.00)

dollars.

#### **6.4. Other Insurance Requirements**

Prior to commencement of services, Agency shall furnish MPHD with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**DEPARTMENT OF LAW  
INSURANCE AND RISK MANAGEMENT  
METROPOLITAN COURTHOUSE, SUITE 108  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

In addition to the provisions above, Agency shall:

Provide certified copies of endorsements and policies if requested by MPHD in lieu of or in addition to certificates of insurance.

Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by MPHD **prior to the commencement of services.**

### **7. GENERAL TERMS AND CONDITIONS**

#### **7.1. Taxes**

MPHD shall not be responsible for any taxes that are imposed on Agency. Furthermore, Agency understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MPHD.

#### **7.2. Modification of Contract**

This contract may be modified only by written amendment executed by all parties and their signatories hereto.

#### **7.3. Partnership/Joint Venture**

This contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this contract.

#### **7.4. Waiver**

No waiver of any provision of this contract shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.

#### **7.5. Compliance with Laws**

Agency agrees to comply with all applicable federal, state and local laws and regulations.

#### **7.6. Taxes and Licensure**

Agency shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

#### **7.7. Ethical Standards**

Agency hereby represents that Agency has not been retained or retained any persons to solicit or secure a MPHD contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MPHD contracts.

#### **7.8. Indemnification and Hold Harmless**

- A. Agency shall indemnify and hold harmless Metro, its officers, agents and employees from:
  - i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Agency, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract; and,
  - ii. Any claims, damages, penalties, costs and attorney fees arising from any failure of Agency, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- B. In any and all claims against Metro, its officers, agents, or employees, by any employee of the Agency, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Agency or any subcontractor under workers' compensation acts, disability acts or other employee benefit acts.
- C. Metro will not indemnify, defend or hold harmless in any fashion the Agency from any claims arising from any failure, regardless of any language in any attachment or other document that the Agency may provide.

D. Agency shall pay Metro any expenses incurred as a result of Agency's failure to fulfill any obligation in a professional and timely manner under this contract.

**7.9. Attorney Fees.**

Agency agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event Metro prevails in such action, Agency shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for Metro.

**7.10. Assignment--Consent Required**

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto, provided that neither this contract nor any of the rights and obligations of Agency hereunder shall be assigned or transferred in whole or in part without the prior written consent of MPHD.

**7.11. Entire Contract**

This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

**7.12. Force Majeure**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**7.13. Governing Law**

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Agency may provide.

**7.14. Venue**

Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

**7.15. Severability**

Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining



provisions of this contract.

#### **7.16. Notices and Designation of Agent for Service of Process**

All notices to MPHD shall be mailed or hand delivered to:

Metropolitan Public Health Department  
Director  
2500 Charlotte Avenue  
Nashville, TN 37209

Notices to Agency shall be emailed, mailed, or hand delivered to:

A Step Ahead Foundation of Middle Tennessee  
Jenny Matthews  
PO Box 159002  
Nashville TN, 37215

#### **7.17. Effective Date**

This contract shall not be binding upon the parties until it has been signed first by the Agency and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. The date upon which this contract is filed with the Metro Clerk shall be referred to as the "Effective Date."

#### **7.18. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Agency certifies that to the best of its knowledge and belief, neither the Agency nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.

#### **7.19. Health Insurance Portability and Accountability Act Compliance**

MPHD and Agency shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (hereinafter referred "HIPAA") and its accompanying regulations.

- A. Agency warrants 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 Agreement.
- B. Agency warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.
- C. Agency agrees to sign documents, including but not limited to Business Associate

agreements, as required by HIPAA and that are reasonably necessary to keep MPHD and Agency in compliance with HIPAA. This provision shall not apply if information received by the Agency from MPHD under this Agreement is not "protected health information" as defined by HIPAA, or if HIPAA permits Agency and MPHD to receive such information without entering into a Business Associate agreement or signing another such document. (Attachment #1)

*Signature page follows.*

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

Contractor: A Step Ahead Foundation

By: Jenny Matthews

Sworn to and subscribed to before me, a Notary Public this 20 day of September, 2021, by Jenny Matthews, the Executive Director of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public: Monserat Hernandez

My Commission Expires: 3/6/2024



**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:**

**RECOMMENDED:**

<p>DocuSigned by:    <small>0460AG21E1CC408...</small></p>	<p>10/19/2021</p>
<p>_____          Director, Metro Public Health Department</p>	<p>_____          Date</p>

**APPROVED:**

<p>DocuSigned by:    <small>BEBF0BBF14D14B0...</small></p>	<p>10/21/2021</p>
<p>_____          Chair, Board of Health</p>	<p>_____          Date</p>

**APPROVED AS TO AVAILABILITY OF FUNDS:**

<p>DocuSigned by:    <small>Director of Finance</small></p>	<p>11/4/2021</p>
<p>_____          Director of Finance</p>	<p>_____          Date</p>

**APPROVED AS TO INSURANCE:**

<p>DocuSigned by:    <small>Director of Insurance</small></p>	<p>11/5/2021</p>
<p>_____          Director of Insurance</p>	<p>_____          Date</p>

**APPROVED AS TO FORM AND LEGALITY:**

<p>DocuSigned by:    <small>Assistant Metropolitan Attorney</small></p>	<p>11/5/2021</p>
<p>_____          Assistant Metropolitan Attorney</p>	<p>_____          Date</p>

**FILED IN THE OFFICE OF THE METROPOLITAN CLERK:**

<p>_____          Metropolitan Clerk</p>	<p>_____          Date</p>
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## BUSINESS ASSOCIATE AGREEMENT

This agreement is initiated by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO)**, a metropolitan form government organized and existing under the laws and constitution of the State of Tennessee ("**Metro**" or "**Covered entity**") and **A Step Ahead Foundation of Middle Tennessee** ("**Business Associate**").

### SECTION 1 – DEFINITIONS

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "Business Associate" in 45 CFR § 160.103, and in reference to the party to this agreement, shall mean **A Step Ahead Foundation of Middle Tennessee**.
- b. **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean **Metro**, which must fall under one of the following categories:
  - (1) A health plan.
  - (2) A health care clearinghouse.
  - (3) A health care provider who transmits any health information in electronic form in connection with a transaction covered by this subchapter.
- c. **Disclosure.** "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
- d. **Electronic Media.** "Electronic Media" shall have the same meaning as set forth in 45 CFR § 160.103.
- e. **Employer.** "Employer" is defined as it is in 26 U.S.C. § 3401(d).
- f. **Genetic Information.** "Genetic Information" shall have the same meaning as set forth in 45 CFR § 160.103.
- g. **HITECH Standards.** "HITECH Standards" means the privacy, security and security Breach notification provisions under the Health Information Technology for Economic and Clinical Health (HITECH) Act, Final Rule of 2013, and any regulations promulgated thereunder.

- h. **Individual.** "Individual" shall have the same meaning as set forth in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- i. **Person.** "Person" means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- j. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- k. **Protected Health Information.** "Protected Health Information" or "PHI":
  - (1) Shall have the same meaning as set forth in 45 CFR § 160.103.
  - (2) Includes, as set forth in 45 CFR § 160.103, any information, *now also including genetic information*, whether oral or recorded in any form or medium, that:
    - (i) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
    - (ii) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.
- l. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- m. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- n. **Security Rule.** "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR part 160 and subparts A and C of part 164.
- o. **Subcontractor.** "Subcontractor" means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

- p. **Transaction.** "Transaction" shall have the same meaning as set forth in 45 CFR § 160.103.
- q. **Catch-all definition.** Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology Act of 2009, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), implementing regulations at 45 Code of Federal regulations Parts 160-164 and any other current and future regulations promulgated under HIPAA or the HITECH Act.

## **SECTION 2 - OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

- a. **Permitted Uses of Protected Health Information.** Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law. Business Associate may: 1) use and disclose PHI to perform its obligations under its contract with Metro; (2) use PHI for the proper management and administration of Business Associate; and (3) disclose PHI for the proper management and administration of Business Associate, if such disclosure is required by law or such disclosure is authorized by Metro.
- b. **Safeguards.** Business Associate shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate shall develop and implement policies and procedures that comply with the Privacy Rule, Security Rule, and the HITECH Act. The Business Associate must obtain satisfactory assurances that any subcontractor(s) will appropriately safeguard PHI.
- c. **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. **Notice of Use or Disclosure, Security Incident or Breach.** Business Associate shall notify Metro of any use or disclosure of PHI by Business Associate not permitted by this Agreement, any Security Incident (as defined in 45 C.F.R. section 164.304) involving Electronic PHI, and any Breach of Protected Health Information within five (5) business days.

- (i) Business Associate shall provide the following information to Metro within ten (10) business days of discovery of a Breach except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances, Business Associate shall provide to Metro the following information as soon as possible and without unreasonable delay, but in no event later than thirty (30) calendar days from the date of discovery of a Breach:
  - (1) The date of the Breach;
  - (2) The date of the discovery of the Breach;
  - (3) A description of the types of PHI that were involved;
  - (4) identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed; and
  - (5) Any other details necessary to complete an assessment of the risk of harm to the Individual.
- (ii) Business Associate shall cooperate with Metro in investigating the breach and in meeting Metro's notification obligations under the HITECH Act and any other security breach notification laws.
- (iii) Business Associate agrees to pay actual costs for notification after a determination that the Breach is significant enough to warrant such measures.
- (iv) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Metro in the time and manner reasonably requested by Metro.
- (v) Business Associate shall report to Metro any successful: (1) unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information; and (2) interference with Business Associate's information systems operations, of which Business Associate becomes aware.



- e. **Compliance of Agents.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Metro, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. **Access.** Business Associate agrees to provide access, at the request of Metro, and in the time and manner designated by Metro, to Protected Health Information in a Designated Record Set, to Metro or, as directed by Metro, to an Individual, so that Metro may meet its access obligations under 45 CFR § 164.524, HIPAA and the HITECH Act.
- g. **Amendments.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Metro directs or agrees at the request of Metro or an Individual, and in the time and manner designated by Metro, so that Metro may meet its amendment obligations under 45 CFR § 164.526, HIPAA and the HITECH Act.
- h. **Disclosure of Practices, Books, and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Metro available to Metro, or at the request of Metro to the Secretary, in a time and manner designated by Metro or the Secretary, for purposes of determining Metro's compliance with the HIPAA Privacy Regulations.
- i. **Accounting.** Business Associate shall provide documentation regarding any disclosures by Business Associate that would have to be included in an accounting of disclosures to an Individual under 45 CFR § 164.528 (including without limitation a disclosure permitted under 45 CFR § 164.512) and under the HITECH Act. Business Associate shall make the disclosure Information available to Metro within thirty (30) days of Metro's request for such disclosure Information to comply with an individual's request for disclosure accounting. If Business Associate is contacted directly by an individual based on information provided to the individual by Metro and as required by HIPAA, the HITECH Act or any accompanying regulations, Business Associate shall make such disclosure Information available directly to the individual.
- j. **Security of Electronic Protected Health Information.** Business Associate agrees to: (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Metro; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (3) report to Metro any security incident of which it becomes aware.

- k. **Minimum Necessary.** Business Associate agrees to limit its uses and disclosures of, and requests for, PHI: (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 CFR 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
- l. **Compliance with HITECH Standards.** Business Associate shall comply with the HITECH Standards as specified by law.
- m. **Compliance with Electronic Transactions and Code Set Standards:** If Business Associate conducts any Standard Transaction for, or on behalf, of Metro, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulations. Business Associate shall not enter into, or permit its subcontractor or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of Metro that:
- (i) Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
  - (ii) Adds any Health Information elements or segments to the maximum defined Health Information Set;
  - (iii) Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s); or
  - (iv) Changes the meaning or intent of the Standard's Implementations Specification(s).
- n. **Indemnity.** Business Associate shall indemnify and hold harmless Metro, its officers, agents and employees from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees, arising out of or in connection with any non-permitted use or disclosure of Protected Health Information or other breach of this Agreement by Business Associate or any subcontractor or agent of the Business Associate.

### **SECTION 3 - OBLIGATIONS OF METRO**

- a. Metro shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

- b. Metro shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Metro has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### **SECTION 4 – TERM, TERMINATION AND RETURN OF PHI**

- a. **Term.** The Term of this Agreement shall be effective when file in the office of the Metropolitan Clerk and shall terminate when all of the Protected Health Information provided by Metro to Business Associate, or created or received by Business Associate on behalf of Metro, is destroyed or returned to Metro, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section. The maximum length of the effective term of the contract is sixty (60) months from the effective date.
- b. **Termination for Cause.** Upon Metro's knowledge of a material breach by Business Associate, Metro shall provide an opportunity for Business Associate to cure the breach or end the violation. Metro may terminate this Agreement between Metro and Business Associate if Business Associate does not cure the breach or end the violation within fourteen (14) days. In addition, Metro may immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not feasible.
- c. **Obligations on Termination.**
  - (i) Except as provided in subsection (ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy as determined by Metro, all Protected Health Information received from Metro, or created or received by Business Associate on behalf of Metro. This provision shall apply to Protected Health Information that is in the possession of subcontractor or agents of the Business Associate. Business Associate shall retain no copies of the Protected Health Information. Business Associate shall complete such return or destruction as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement. Within such sixty (60) day period, Business Associate shall certify on oath in writing to Metro that such return or destruction has been completed.

- (ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Metro notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If Metro does not agree that return or destruction of Protected Health Information is infeasible, subparagraph (i) shall apply. Business Associate shall complete these obligations as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement.

### **Section 5 – Miscellaneous**

- a. **Regulatory References.** A reference in this Agreement to a section in HIPAA or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Metro to comply with the requirements of HIPAA or the HITECH Act and any applicable regulations in regard to such laws.
- c. **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Agreement.
- d. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Metro to comply with HIPAA or the HITECH Act or any applicable regulations in regard to such laws.
- e. **Governing Law.** The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that Business Associate may provide.
- f. **Venue.** Any action between the parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.

**CLIENT DISCLOSURE FORM**

A Step Ahead Middle Tennessee provides long-term, reversible birth control to any woman living in Middle Tennessee who wants it. For free.

Uninsured? Complete this form, and A Step Ahead will reimburse this office for your appointment, IUD, or implant, and, later, the cost of device removal (removal covered up to \$500).

Insured? Complete this form, and A Step Ahead will reimburse this office for any portion of your IUD or implant appointment that is not covered by insurance. That includes a co-pay or deductible. Once your form is on file, you can rest assured that the cost of the device removal (up to \$500) will be covered, even if your insurance status changes.

Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Middle I: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

County of Residence: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email address: \_\_\_\_\_ Emergency phone #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Did you call 671-STEP? Yes  No

Did you use our free transportation? Yes  No

**NOTE: Your answers to the following questions do not affect your eligibility for A Step Ahead funding.**

**Insurance Coverage:** None  TennCare  Private  Other  \_\_\_\_\_

**Are you:** African American  Caucasian  Hispanic  Asian  Other \_\_\_\_\_

**How did you hear about free birth control?** Friend/family  This clinic  Social Media  Website

Flyer/Poster  (Where?) \_\_\_\_\_ Other  \_\_\_\_\_

**Employer:** \_\_\_\_\_ **Not employed**  **Currently a student?** Yes  No  **Where:** \_\_\_\_\_

**Number in your household (including you):** \_\_\_\_\_ **Estimated household income this calendar year:** \$ \_\_\_\_\_

*(NOTE: Your income does not affect your eligibility for A Step Ahead funding. This is for data analysis only.)*

**Highest level of education completed:** Middle school or less  Some high school  Completed high school/GED

Some college or vocational training  Associate's degree  Bachelor's degree or higher

**Relationship:** Single  Married  Live with partner  Separated  Divorced  Widowed

**CURRENT birth control:** \_\_\_\_\_

**PAST birth control (check multiple if more than one):** None  Depo Provera (Shot)  Pill

Condoms  Patch  Ring  Withdrawal (pulling out)  Mirena IUD  ParaGard IUD

Skyla IUD  Kyleena IUD  Implant (Nexplanon)  Rhythm Method  Other  \_\_\_\_\_

**Number of pregnancies:** \_\_\_\_\_ **Number of planned pregnancies:** \_\_\_\_\_ **Number of live births:** \_\_\_\_\_

**Ages of children:** \_\_\_\_\_

**Disclosure:** I understand that I am asking for long-term, reversible birth control. I give my permission for any unpaid medical bills related to long-acting, reversible contraception in my name to be covered. I understand that this information will be confidential, but I give permission for it to be used to pay costs, track data, and/or conduct and present findings of research. I understand I may be contacted by A Step Ahead by phone or email for follow-up.

I agree to have a pregnancy test before a birth control device is inserted. I understand that there are possible risks related to reversible birth control, including, but not limited to, infection, bleeding, allergic reaction, perforation of the uterus, expulsion and device failure resulting in pregnancy. I understand that birth control does not prevent sexually transmitted infections (STIs). If I think I might have an STI, I understand I should seek immediate medical treatment because untreated STIs can cause serious health problems including, but not limited to, sterilization.

I will not hold ASAFMT (including its officers, employees, and volunteers) legally responsible, as they are only providing financial help and not medical treatment or medical products.

I understand that my provider will fax this form to A Step Ahead Foundation of Middle Tennessee on my behalf and that my provider has my permission to share relevant patient information, related to my contraception, with A Step Ahead Foundation of Middle Tennessee.

**Patient's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**THE SECTION BELOW MUST BE COMPLETED BY MEDICAL OFFICE PRIOR TO FAXING:**

**Name of clinic location:** \_\_\_\_\_

**Birth control choice:** Nexplanon  Mirena  ParaGard  Kyleena  Skyla  Liletta  None  Other  \_\_\_\_\_

**Date patient's first visit:** \_\_\_\_\_ **Date procedure administered:** \_\_\_\_\_

**Payment (Check ALL that apply):** A Step Ahead  Co-pay  TennCare  Private Ins  Other  \_\_\_\_\_

**Other clinic notes:** \_\_\_\_\_

**PLEASE FAX TO A STEP AHEAD: (615) 523-2994**

revised date August 2021

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/06/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Keith Rocha	
The American Insurance Group, LLC		<b>PHONE (A/C, No, Ext):</b> 423-362-4166	<b>FAX (A/C, No):</b> 423-362-4166
620 Cherokee Blvd		<b>E-MAIL ADDRESS:</b> service@insurancegroup.us	
Ste 100		<b>INSURER(S) AFFORDING COVERAGE</b>	
Chattanooga TN 37405		<b>INSURER A :</b> MOUNT VERNON FIRE INS CO	<b>NAIC #</b>
<b>INSURED</b>		<b>INSURER B :</b> FIRSTCOMP INS CO	26522
A Step Ahead Foundation of Middle Tennessee, Inc		<b>INSURER C :</b> National Specialty Insurance Company	27626
PO Box 159002		<b>INSURER D :</b>	22608
Nashville TN 37215		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			NPP2563348E	12/22/2020	12/22/2021	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	GEN'L AGGREGATE LIMIT APPLICABLE PER:						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
OTHER:			GENERAL AGGREGATE	\$ 2,000,000				
	<input type="checkbox"/> AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ Included
	<input type="checkbox"/> ANY AUTO							\$
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			CUP2552551	12/22/2020	12/22/2021	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE	N	N					\$
	DED							
	RETENTION \$							
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC0211853-01	12/22/2020	12/22/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Cyber Liability Aggregate	N	N	BLU-CB-A3Y9H2T8J	01/19/2021	01/19/2022	Limit: \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Metro Nashville  
PO Box 196300

Nashville

TN 37219-6300

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Keith Rocha*

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