

**CONTRACT BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH AND
ASCENSION SAINT THOMAS**

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 **ASCENSION SAINT THOMAS** (hereinafter referred to as "Contractor").

WHEREAS, MPHD plans to provide services to current and potential Women, Infants & Children (hereinafter referred to as "WIC") hospital participants as further defined in the Terms and Conditions;

NOW THEREFORE, in consideration of the mutual benefits, the parties agree as follows:

1. TERMS AND CONDITIONS:

1.1. Duties and Responsibilities

Contractor agrees to:

- A. To make available to potentially eligible individuals who receive inpatient or outpatient prenatal or postpartum services or accompany a child under the age of five who receives pediatric services, information about WIC program benefits and how to apply for those benefits.
- B. To collect required data from prenatal, postpartum, and infant patients and their medical records, for the purposes of obtaining information needed for determination of eligibility of WIC Program services. Information for the mother must include, at a minimum, height, weight, and hematocrit or hemoglobin levels. Information for the infant must include, at a minimum, weight and height/length.
- C. To generate a list, each day, of WIC eligible women who have delivered in the previous day(s) and infants in the neonatal intensive care unit with anticipated discharge within two or three days and provide that list to WIC staff.
- D. To coordinate hospital patient services with WIC staff so that WIC Program services can be provided to participants in accordance with State and Federal requirements, including but not limited to:
 1. Identification of hospital patients who are potentially eligible for WIC services
 2. Nutrition Education
 3. Breastfeeding Promotion
 4. Benefit Issuance.
- E. To coordinate with WIC staff in assisting WIC mothers who wish to breastfeed their

infants.

- F. To provide WIC staff with hospital employee parking access and proper identification as required by hospital rules.

MPHD agrees to:

- A. To restrict the use or disclosure of information obtained from WIC applicants or participant's files to persons directly connected with the administration and operation of the WIC Program.
- B. To provide professional WIC staff who will comply with all WIC Program operational requirements pursuant to United States Department of Agriculture Food and Nutrition Services guidelines and instructions.
- C. To provide these services at hours/days mutually agreed upon by Contractor and MPHD.
- D. To comply with all the rules, regulation, policies and procedures of Contractor while located on Contractor premises.
- E. To be responsible for directing and supervising its officers, agents, or employees in the performance of this agreement.
- F. To assure that MPHD staff who provide services at the hospital meet all applicable requirements, including but not limited to requirements regarding background checks, training, and vaccinations.

2. COMPENSATION

2.1. Agreement Value

There shall be no cost to MPHD for the performance of services as described in Section 1 of this Agreement.

3. TERM AND TERMINATION

3.1. Term of Agreement

This Agreement shall commence on the 1st day of October 2024 and shall continue in full force and effect for a period of sixty (60) months unless terminated sooner as set forth in Section 3.2 and Section 3.3, below.

3.2. Termination - Notice

Either party may terminate this Agreement at any time, without cause for any reason, upon thirty (30) days written notice to the other party. Said termination shall not be deemed a breach of Agreement by the other party. Upon such termination, neither party shall have any right to actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

3.3. Termination - Funding

Should funding for this Agreement be discontinued, MPHD shall have the right to terminate this Agreement immediately upon written notice to Contractor.

3.4. Termination - Cause

If either party fails to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, or if either party violates any terms of this Agreement, the non-breaching party shall have the right to immediately terminate the Agreement. Notwithstanding the above, the breaching party shall not be relieved of any liability to the non-breaching party for damages sustained by virtue of any breach of this Agreement.

4. INSURANCE

4.1. Proof of Insurance

During the term of this Agreement, for any and all awards, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Agreement, including any extension, the types and amounts of insurance identified below. Proof of insurance shall be required.

4.2. General Liability Insurance

Contractor shall provide General Liability Insurance in the amount of one million (\$1,000,000) dollars each occurrence/three million (\$3,000,000) dollars aggregate.

4.3. Worker's Compensation Insurance

Contractor shall provide Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee.

4.4. Other Insurance Requirements

Prior to commencement of services, Contractor 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 thirty (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, Contractor 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.**

5. GENERAL TERMS AND CONDITIONS

5.1. Effective Date

This Agreement shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Agreement will be effective as of the date first written above.

5.2. MPHD Property

Any MPHD property, including but not limited to books, records and equipment that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to MPHD by Contractor upon termination of the Agreement. All goods, documents, records, and other work product and property produced during the performance of this Agreement are deemed to be MPHD property.

5.3. Modification and Amendment

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

5.4. Partnership/Joint Venture

This Agreement 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 Agreement.

5.5. Waiver

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

5.6. Nondiscrimination

Contractor shall not discriminate against any person on the basis of age, color, disability, gender, handicapping condition, national origin, race, religion, sexual orientation or any other class protected by law or regulation.

5.7. Compliance with Laws

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

5.8. Ethical Standards

Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a MPHD Agreement 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 Agreement, 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.

5.9. Indemnification and Hold Harmless

- A. Contractor 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 Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement; and,
 - ii. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, 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 Contractor, 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 Contractor 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 Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.
- D. Contractor shall pay Metro any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Agreement.

5.10. Attorney Fees.

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

5.11. Assignment--Consent Required

No assignment of rights, duties or obligations of this Agreement shall be made by either

party without the express written approval of a duly authorized representative of the other party. If an assignment does occur in accordance with this Agreement, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

5.12. Entire Agreement

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

5.13. 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.

5.14. Governing Law and Venue

The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

5.15. Severability

Should any provision of this Agreement 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 Agreement.

5.16. Headings

Section headings are for reference purposes only and will not be construed as part of this Agreement.

5.17. Notices and Designation of Agent for Service of Process

All instructions, notices, consents, demands, or other communications from the Contractor must be in writing and must be made by email transmission, or by first class mail, addressed to the respective party at the appropriate email or physical address as set forth below or to such other party, email, or address as may be hereafter specified by written notice.

Metro Public Health Department
WIC Director
2500 Charlotte Avenue
Nashville, Tennessee 37209

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

Saint Thomas Health
President
102 Woodmont Blvd
Suite 800
Nashville, TN 37205

5.18. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Contractor certifies that to the best of its knowledge and belief, neither the Contractor 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 Agreement termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.

5.19. Health Insurance Portability and Accountability Act Compliance

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

- A. Contractor 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. Contractor 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.

Signature page follows.

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

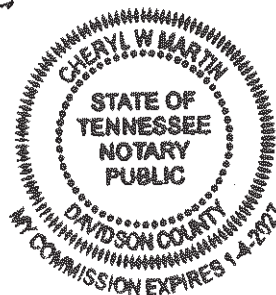
Contractor: Ascension SAINT Thomas

By: Chris Moore, System COO

Sworn to and subscribed to before me, a Notary Public this 4th day of October, 2024, by Chris Moore, the Chief Operating Officer of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public: [Signature]

My Commission Expires: 01/04/2027



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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:

Joanna Shaw-kikai

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Interim Director, Metro Public Health Department

11/20/2024

Date

Signed by:

Tené Hamilton Franklin

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Chair, Board of Health

11/20/2024

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:

Kevin Crumbo/mjw

62377A2A8742469...

Director, Department of Finance

DS

R

DS

AP

11/22/2024

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

Balogun Cobb

68804BF12FD741C...

Director of Risk Management Services

11/22/2024

Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth

Metropolitan Attorney

11/25/2024

Date

FILED:

Metropolitan Clerk

Date