

RESOLUTION NO. _____

A resolution approving a contract for services by and between the Metropolitan Government, acting by and through the Metropolitan Board of Health, and Neighborhood Health, Inc. to provide homeless individuals with medical services at two or more clinics in or near downtown Nashville.

WHEREAS, Metropolitan Charter Section 10.104 provides that the Board of Health has the duty to contract for such services as will further the program and policies of the Board, subject to confirmation by Resolution of Council; and,

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, wishes to contract with Neighborhood Health, Inc. to provide homeless individuals with medical services at two or more clinics in or near downtown Nashville; and,

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

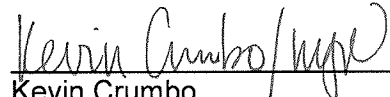
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the contract by and between the Metropolitan Government, acting by and through the Metropolitan Board of Health, and Neighborhood Health, Inc. to provide homeless individuals with medical services at two or more clinics in or near downtown Nashville, a copy of which is attached hereto and incorporated herein, is hereby approved.

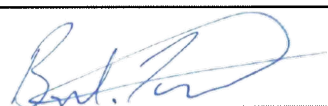
Section 2. That this resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

INTRODUCED BY:



Kevin Crumbo,
Director of Finance



APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney


Member(s) of Council

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

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 "**Metro**") and **NEIGHBORHOOD HEALTH, INC.** (hereinafter referred to as "**Contractor**").

1. Duties and Responsibilities

1.1. Duties and Responsibilities of Contractor

Metro agrees that this funding is part of Contractor's "Total Budget" of funding, which includes additional funding from federal, state, and private sources. Using its Total Budget, Contractor agrees to provide the following services:

- A. Primary medical services to at least 3,500 homeless individuals. Such services will be made available at two or more clinics located in or near downtown Nashville, Tennessee.
- B. All services are to be performed in accordance with all applicable federal, state, and local laws and regulations.
- C. Primary medical coverage after normal business hours using a twenty-four hour on-call system for emergencies. The on-call system should allow medical personnel to consult with patients after normal business hours, refer patients to an available clinic or hospital, and follow-up as needed to ensure that patients receive medically necessary care.
- D. Management and oversight of hospital admission, follow-up, and discharge services for homeless clients through direct care or hospitalization arrangements.
- E. Planning, management, and delivery of dental services to homeless clients, which, at a minimum, shall include all of the following services:
 - i. Emergency treatment;
 - ii. Restorative treatment; and
 - iii. Preventative treatment

These services will be provided on a rotating basis at Contractor's centers with dental services. Contractor will assure homeless client's transportation as needed to assure that services are received in a timely way. A dental patient chart, or the equivalent, that documents the care provided, shall be maintained for all of the individuals served during the term of this Contract. At least 500 patient visits shall be provided for this Contract term.

- F. Mental health services and substance abuse services to at least 600 homeless clients. These services will include, at a minimum, screening, assessment, and treatment or referral into the appropriate treatment setting. Contractor must maintain current licensure as an outpatient treatment facility for these services.
- G. Provide transportation in the form of bus passes, motor vehicle rides, or taxi service for all homeless clients to medical, dental, substance abuse, mental health appointments, and social services appointments, for all appointments either with Contractor, with a contractor of Contractor, made by Contractor, or referred by Contractor. Such transportation is required only during the hours of 8:00 a.m. – 5:00 p.m. Monday through Friday and whenever the relevant contractor's clinic is open.

1.2 Duties and Responsibilities of Metro

Metro agrees to provide funding described below for the above listed services pursuant to the terms and conditions of this Contract.

2. CONTRACT TERM

2.1. Contract Term

Subject to the provisions below regarding the Effective Date, the Contract term shall be July 1, 2021 to June 30, 2022.

3. COMPENSATION

3.1. Contract Value

Metro shall provide funding of up to \$355,200 for the initial one-year term of this Contract. Contractor shall invoice Metro monthly, in the monthly amount of \$29,600. Metro will make reasonable efforts to make payments within 30 days of receipt of invoice.

3.2. Other Fees

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

4. TERMINATION

4.1. Breach

Should Contractor 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, Metro shall have the right to immediately terminate the Contract. Such termination shall not relieve Contractor of any liability to Metro for damages sustained by virtue of any breach by Contractor.

4.2. Lack of Funding

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

4.3. Notice

Metro may terminate this Contract at any time upon thirty (30) days written notice to Contractor. Should Metro terminate this Contract, Contractor shall immediately cease work, and shall promptly invoice Metro for any un-invoiced portion of the final month of performance.

5. NONDISCRIMINATION

5.1. Metro's Nondiscrimination Policy

It is the policy of the Metro not to discriminate on the basis of age, race, sex, color, religion, 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.

5.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metro or in the employment practices of Metro's Contractors. **Contractor certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, Contractor shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

5.3. Americans with Disabilities Act

Contractor assures Metro that all services provided through this Contract shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule, published in the Federal Register on July 23, 2004, as has been adopted by Metro. Contractor will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall

be provided upon the reasonable request of a qualified person with a disability.

6. INSURANCE

6.1. Proof of Insurance

During the term of this Contract, for any and all awards, Contractor 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 Metro as additional insured.

6.2. General Liability Insurance

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

6.3. 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.

6.4. Automobile Liability Insurance

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

6.5. Such insurance shall:

Contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, Contractor's insurance coverage shall be primary insurance as respects Metro, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering Metro, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

6.6. Other Insurance Requirements

Prior to commencement of services, Contractor shall furnish Metro 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, Contractor shall:

Provide certified copies of endorsements and policies if requested by Metro 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-. Modification of this standard may be considered upon appeal to the Metro Director of Risk Management Services.

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

7. GENERAL TERMS AND CONDITIONS

7.1. Taxes

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

7.2. Maintenance of Records

Contractor shall maintain documentation for all charges against Metro and all services performed for Metro. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of Contractor or any subcontractor or sub-consultant shall be made available to Metro for inspection and copying upon written request from Metro. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from Metro. Said records include, but are not limited to, all drawings, plans, specifications, submittals,

correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of Contractor and subcontractors.

7.3. Monitoring

The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Metro, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

7.4. METRO Property

Any Metro 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 Metro by Contractor upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be Metro property.

7.5. Modification of Contract

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

7.6. 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.

7.7. Waiver

No waiver of any term or provision of this Contract shall be valid unless such waiver is in writing. 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.

7.8. Employment

Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

Contractor shall not knowingly employ, permit, dispatch, subcontract, or instruct any

person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of Metro.

7.9. Compliance with Laws

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

7.10. Taxes and Licensure

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

7.11. Ethical Standards

Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a Metro 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 Metro contracts.

7.12. Gratuities and Kickbacks

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as any inducement for the award of a subcontract or order. 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 Metropolitan Government contracts.

7.13. Conflicts of Interest

The Contractor warrants that no part of the Contract amount shall be paid directly or indirectly to an employee or official of Metro or 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.

7.14. Lobbying

Contractor certifies, to the best of its knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal agreement, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, agreement, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-agreements, subcontracts, and contracts under agreements, loans, and cooperative agreements) and that all subrecipients of federally appropriated funds shall certify and disclose accordingly.

7.15. Indemnification and Hold Harmless

- A. Contractor shall indemnify, defend, 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 this Contract; 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 Contract.

7.16. HIPAA Compliance

Contractor shall comply with all obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, its accompanying regulations, and all other laws regarding the confidentiality of health records.

- A. Contractor warrants that it is familiar with the requirements of HIPAA, its accompanying regulations, and all other laws regarding the confidentiality of health records and will comply with all such laws in the course of this Contract.
- B. Contractor warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by the laws discussed above in the course of performance of this Contract.
- C. Metro and Contractor will execute any documents required by the laws described above, including, but not limited to, a Business Associate Agreement, if so required.

7.17. Attorney Fees

Contractor agrees that in the event either party takes legal action to enforce any provision of this Contract 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.

7.18. 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 Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro.

7.19. 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.

7.20. 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.

7.21. 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 Contractor may provide.

7.22. Venue

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

7.23. 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.

7.24. Notices and Designation of Agent for Service of Process

All notices to Metro shall be mailed or hand-delivered to:

Metro Public Health Department
Director of Health
2500 Charlotte Avenue
Nashville, TN 37209

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

Neighborhood Health
Brian Haile
Chief Executive Officer

2711 Foster Ave.
Nashville, TN 37210

7.25. Effective Date

This Contract 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. The date upon which this Contract is filed with the Metro Clerk shall be referred to as the "Effective Date."

Signature pages follow.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Contract:

Contractor:

Neighborhood Health

By: Brian Haile
Title: CEO

Sworn to and subscribed to before me, a Notary Public, this 10th

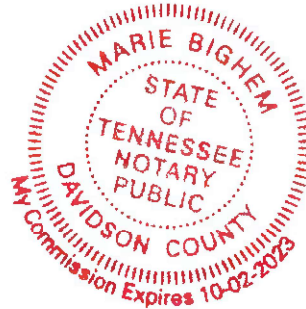
day of August, [Year], 2021

by Brian Haile, the CEO of

Contractor and duly authorized to execute this instrument on Contractor's behalf.

Marie Bigler
Notary Public

My Commission Expires 10/2/2023



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

RECOMMENDED:

DocuSigned by:
Tina Lester
5EE94599A8D6403
Interim Administrative Director
Metro Public Health Department

8/13/2021
Date

APPROVED:

DocuSigned by:
Alex Jahangir
7E973F49A06A4DF
Chair, Board of Health

8/13/2021
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Crumbo/MJW
62377A2A8742469
Director, Department of Finance

DS
RW DS
TE

8/13/2021
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb
68804BF12FD741C
Director of Risk Management Services

8/16/2021
Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

8/25/2021
Date

FILED:

Metropolitan Clerk

Date