

**CONTRACT BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH AND
VANDERBILT UNIVERSITY MEDICAL CENTER**

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 **VANDERBILT UNIVERSITY MEDICAL CENTER** (hereinafter referred to as "Contractor"), a Tennessee nonprofit corporation, is for the provision of Women, Infants and Children (hereinafter referred to as "WIC") services to hospital participants, as further defined in the Terms and Conditions.

1. TERMS AND CONDITIONS:

1.1. Duties and Responsibilities

Contractor agrees:

- 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, provided such patients have agreed Contractor may share such information with MPHD, 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, provided such patients have agreed Contractor may share such information with MPHD.
- 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:
 - i. Identification of hospital patients who are potentially eligible for WIC services
 - ii. Nutrition Education
 - iii. Breastfeeding Promotion
 - iv. Benefit Issuance.

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- 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.
- G. To provide physical space for WIC staff to issue benefits on site and an area that can be locked for staff to house WIC benefit cards.

MPHD agrees:

- 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 USDA 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, regulations, 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 VUMC meet all applicable VUMC requirements, including but not limited to requirements regarding vaccinations, training, and background checks.
- G.

2. CONTRACT TERM

2.1. Contract Term

The term of this contract will be sixty (60) months, commencing on October 4, 2022, and ending October 3, 2027. In no event shall the term of this contract exceed sixty (60) months.

3. COMPENSATION

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3.1. Contract Value

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

4. TERMINATION

4.1. Breach

If either party fails 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, the non-breaching party shall have the right to immediately terminate the contract. 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 contract.

4.2. Notice

Either party may terminate this contract 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 contract 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.

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.

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 MPHD'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 MPHD or in the employment practices of MPHD's Contractors. **Contractor certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all those entering into contracts with MPHD 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 MPHD 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 the Metropolitan Government of Nashville and Davidson County ("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. This insurance may also be provided through an actuarially sound program of self-insurance. Proof of insurance shall be required.

6.2. 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.

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. 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 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.**

7. GENERAL TERMS AND CONDITIONS

7.1. Taxes

MPHD 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 MPHD.

7.2. Maintenance of Records

Contractor shall maintain documentation for all charges against MPHD and all services performed for MPHD. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the 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 MPHD 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 the contract or any designated portion thereof, which are in the possession of Contractor or any subcontractor or sub-consultant shall be made available to MPHD for inspection and copying upon written request from MPHD. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from MPHD. 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

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

7.4. 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 contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be MPHD property.

7.5. Modification of Contract

This contract may be modified only by written amendment executed by both 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 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 MPHD.

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 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.

7.12. Liability

Each party shall be solely liable for its own negligence and/or intentional misconduct and for the negligence and/or intentional misconduct of its employees or agents.

7.13. [INTENTIONALLY OMITTED]

7.14. 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 MPHD.

7.15. 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.

7.16. 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.

7.17. 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.

7.18. Venue

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

7.19. 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.

7.20. Notices and Designation of Agent for Service of Process

All notices to MPH D shall be mailed or hand delivered to:

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

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

Vanderbilt University Medical Center
Office of Contracts Management
Director
3319 West End Avenue
Suite 100
Nashville, TN 37203

7.24. 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."

7.25. 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 contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.

7.26 HIPAA Compliance

MPHD and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (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 Contract:

Contractor: Vanderbilt University Medical Center

C. Wright Pinson

By: C. Wright Pinson, Md, MBA

Title: Deputy CEO, Vanderbilt University Medical Center
Chief Health System Officer

Sworn to and subscribed to before me, a Notary Public this 3rd day of November, 2022, by C. Wright Pinson, the Deputy CEO of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public: *A. Lowe*

My Commission Expires: September 2, 2024

Read and acknowledged

Christina Beismeier



THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECOMMENDED:

DocuSigned by:
Gill C Wright III, MD 11/21/2022
0460AC21E1CC408...
Director, Metro Public Health Department Date

APPROVED:

DocuSigned by:
Tené Hamilton Franklin 11/21/2022
BEBF0BBF14D14B0...
Chair, Board of Health Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kelly Flannery ^{DS} BB ^{DS} TE 11/23/2022
CF513D4D905F4EB...
Director of Finance Date

APPROVED AS TO INSURANCE:

DocuSigned by:
Balogun Cobb 11/28/2022
68804BF12FD741C...
Director of Insurance Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth 11/29/2022
Metropolitan Attorney Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk Date