

**CONTRACT BETWEEN
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 "METRO") and **VANDERBILT UNIVERSITY MEDICAL CENTER** (hereinafter referred to as "Contractor" OR "VUMC").

WHEREAS, METRO plans to provide data elements about Women, Infant & Children (hereinafter referred to as "WIC") participants to the Contractor as further defined in the Terms and Conditions;

WHEREAS, Contractor operates a Pediatric Primary Care Clinic and METRO desires to utilize the location to communicate with individuals and families to increase WIC program participation.

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

1. TERMS AND CONDITIONS:

1.1. Duties and Responsibilities

Contractor agrees:

- A. To incorporate WIC eligibility screening at all patient visits based on screening guidelines provided by METRO.
- B. To fax WIC enrollment forms containing patient information incorporated as Exhibit A, provided that such patients have agreed that Contractor may share such information with METRO.
- C. To provide phone support with any needed translation for WIC enrollment in clinic.

METRO agrees:

- A. To provide relevant participant information to Contractor for each referral so that WIC pre-screening services provided by the Contractor may be measured and quantified. The data elements provided are attached and incorporated as Exhibit B.

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 initial contract term will end sixty (60) months from the beginning date.

3. COMPENSATION

3.1. Contract Value

- A. There shall be no cost to METRO 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 either party violates any 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.

4.3 Funding

Contractor acknowledges that Metro has no liability or obligation to compensate Contractor for services provided pursuant to this contract. Contractor shall not seek payment from Metro for any service Contractor provides pursuant to this contract. Should funding be discontinued for the federal grant being administered by the State of Tennessee that is the source for compensating Contractor for the services set out in paragraph 1.1 in this Agreement, Metro shall have the right to terminate the contract immediately upon written notice to Contractor.

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, 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, all Proposers entering into contracts with METRO 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 the Metropolitan Government of Nashville and Davidson County. 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 naming MPHD as additional insured.

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. Cyber Liability Insurance

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

6.4. 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.

6.5. 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 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 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-.

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 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 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 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 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 the 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 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. Indemnification and Hold Harmless

- A. Contractor shall indemnify and hold harmless Metro, its officers, agents and employees from:
- i. Any third-party claims, damages, costs and attorney fees for injuries or damages arising 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 contract; and,
 - ii. Any third-party 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 the Contractor's negligence or intentional misconduct, regardless of any language in any attachment or other document that either party may provide.

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 METRO.

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 METRO 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
Suite 100
3319 West End Avenue
Nashville, TN 37203

7.21. 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."

7.22. 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.

7.23. Health Insurance Portability and Accountability Act Compliance

METRO 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.
- C. Contractor 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 Contractor in compliance with HIPAA. This provision shall not apply if information received by the Contractor from MPHD under this Agreement is not "protected health information" as defined by HIPAA, or if HIPAA permits Contractor and MPHD to receive such information without entering into a Business Associate agreement or signing another such document.

Signature page follows.

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

Contractor: Vanderbilt University Medical Center

Read and Acknowledged

Rosemary Hunter, MD
Rosemary Hunter

Date: 5/4/2022

By: John Plummer for Libby Salberg 05/04/2022
John Plummer for Libby Salberg (May 4, 2022 12:43 CDT)
Libby Salberg
Director, Office of Contracts Management

Sworn to and subscribed to before me, a Notary Public this _____ day of _____, 2021, by _____, the _____ of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public: _____

My Commission Expires: _____

Read and acknowledged

Rosemary Hunter, MD
Rosemary Hunter

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
Gill C Wright III, MD 5/25/2022
0460AC24E1CC408...
Director, Metro Public Health Department Date

DocuSigned by:
Tené Hamilton Franklin 5/26/2022
BEBF0BBF14D14B0...
Chair, Board of Health Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kelly Flannery ^{DS}BB ^{DS}TE 5/26/2022
CF513D4D80F4EB...
Director, Department of Finance Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb 5/27/2022
68804BF12FD741C...
Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth 6/16/2022
Metropolitan Attorney Date

FILED:

Metropolitan Clerk Date

Exhibit A

Vanderbilt Pediatric Primary Care Clinic will generate the following data elements for each WIC participant referred to MPHD:

- Name
- Date of Birth
- Phone number
- Caregiver name
- Primary language
- Height, weight and Hgb level

Exhibit B

MPHD will generate the following data elements for each WIC participant referred by Vanderbilt Pediatric Primary Care Clinic (not all required):

- Non-Identifying Unique Client ID
- Applicant Status (New Participant, Previous Participant, or Current Participant)
- Referral Certification Status
- Participant History

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.	NAMED INSURED Vanderbilt University Medical Center 3322 West End Ave, Suite 11000 Nashville, TN 37203	
POLICY NUMBER See Page 1	EFFECTIVE DATE: See Page 1	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> CARRIER See Page 1 </td> <td style="width: 50%; vertical-align: top;"> NAIC CODE See Page 1 </td> </tr> </table>		CARRIER See Page 1
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ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Lloyd's Syndicate 2623 (Beazley Furlong Limited) **NAIC#:** C2166
POLICY NUMBER: W2F6FB210101 **EFF DATE:** 07/01/2021 **EXP DATE:** 07/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Cyber Liability (Primary)	Each Claim	\$1,000,000
	Aggregate	\$1,000,000
	Retention	\$1,000,000