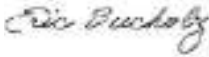




# CONTRACT

(fee-for-service contract with a federal or Tennessee local or quasi-governmental entity)

<b>Begin Date</b> 07/01/22	<b>End Date</b> 06/30/27	<b>Agency Tracking #</b> 34339-00523	<b>Edison Record ID</b>		
<b>Contractor Legal Entity Name</b> Metropolitan Government of Nashville and Davidson County			<b>Edison Vendor ID</b> 4		
<b>Subrecipient or Vendor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		<b>CFDA #</b>			
<b>Service Caption (one line only)</b> Administering Environmental Health Programs					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2023	\$800,000				\$800,000
2024	\$800,000				\$800,000
2025	\$800,000				\$800,000
2026	\$800,000				\$800,000
2027	\$800,000				\$800,000
<b>TOTAL:</b>	<b>\$4,000,000</b>				<b>\$4,000,000</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  			CPO USE - GU		
<b>Speed Chart (optional)</b> HL00000225		<b>Account Code (optional)</b> 71301000			

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HEALTH  
AND  
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Contractor," is for the provision of Administering Environmental Health Programs, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 4

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor agrees to perform the following services as indicated in Nashville and Davidson County:
- a. Inspections of hotels, food service establishments, public swimming pools, bed and breakfast establishments, tattoo studios, body piercing establishments, organized camps, childcare centers, group homes, and juvenile institutions.
    - (1) Conduct routine or complete inspections of food service establishments at intervals prescribed in Rule 1200-23-01-.08(4) (a).
    - (2) Conduct at least one (1) routine or complete inspection every six (6) months of every hotel, and bed and breakfast establishment.
    - (3) Conduct at least one (1) routine or complete public swimming pool inspection per month of every public swimming pool in operation during any month or part thereof.
    - (4) Conduct, at least quarterly, a routine or complete inspection of every tattoo studio.
    - (5) Conduct, at least annually, a routine or complete inspection of every body-piercing establishment.
    - (6) Conduct a routine or complete inspection every six (6) months of organized campgrounds that are operational year-round. Conducts summer/seasonal camps at least once each summer/seasonal camp while said camp is in actual operation each year.
    - (7) Conduct compliance inspections as defined under the Non-Smoker Protection Act of those enclosed structures and permitted facilities undergoing otherwise mandated inspections.
    - (8) Provide the State with information concerning the sale and accessibility of tobacco products at all establishments permitted by the State. The information shall be collected at each routine or complete inspection and reported to the State along with the establishment inspection form. The information shall be documented using the electronic establishment inspection record.
    - (9) Conduct as many follow-up, complaint, or investigative inspections of the facilities as required by statute or as requested by the State.

- (10) Conduct inspections in accordance with the law and rules governing hotels, food service establishments, public swimming pools, bed and breakfast establishments, organized camps, tattoo studios, and body piercing establishments, as relates to the Non-Smoker Protection Act.
- (11) Conduct inspections in accordance with and identical to the requirements of T.C.A. Section 39-17-1804 et. seq., 62-38-201 et. seq., 62-38-301 et. seq., T.C.A. 68-14-401 et. seq., 68-14-501 et. seq., 68-14-701 et. seq., and 68-110-101 et. seq.: the rules and regulations promulgated thereunder; and State policies and procedures.
- (12) Conduct inspections in accordance with the Tennessee Department of Human Services Interagency Agreement relating to the provision of environmental inspections at childcare centers and group homes.
- (13) Conduct inspections in accordance with the Tennessee Department of Children's Services Interagency Agreement relating to the provision of environmental, food service, and swimming pool inspections of State juvenile institutions and facilities.
- (14). Conduct inspections in accordance with the Tennessee Department of Human Services Interagency Agreement relating to the provision of inspections of food service sites operated under the Summer Food Service Program.

b. Permitting and Collection

- (1) Contract county health departments that invoice and collect the applicable permit fees from food establishments located within the county shall retain one hundred percent (100%) of the permit fees and penalty fees pursuant to §§ 68-14-705.
- (2) Contract counties that utilize the services of the department for the collection of permit fees shall receive ninety-five percent (95%) of permit fees collected within a contract county pursuant to §§ 68-14-705
- (3) Ensure completed permit applications and proper fees and penalties are obtained from each hotel, food service establishment, public swimming pool, bed and breakfast establishment, tattoo studio, body piercing establishment, organized camp, childcare center, group home, and juvenile institution within the jurisdiction which is allowed to operate.
- (4) Ensure completed permit applications and proper fees and penalties are obtained from each tattoo artist and body piercing technician with personal mailing address within the contract county jurisdiction.
- (5) Maintain complete and accurate permit, financial, and inspection records of permitted establishments within the State's database.
- (6) Renewal invoices are printed and mailed to permitted establishments and licensed tattoo and body piercing artists at least forty-five (45) days before current permits expire.
- (7) Enter all monies collected into the State system within twenty-four (24) business hours of receipt.

## c. Enforcement

Enforce the provisions of T.C.A. Section 39-17-1801 et. seq., 62-38-201 et. seq., 62-38-301 et. seq., 68-14-301 et. seq., 68-14-501 et. seq., 68-14-701 et. Seq., and 68-110-101 et. seq., the rules, and regulations promulgated thereunder, and in accordance with State policies and procedures.

## d Operator Training

- (1) Offers regularly scheduled food program sanitation and safety training sessions, either in-person or virtually in accordance with State procedures so that each permit owner, manager, or person with supervisory responsibilities will be afforded an opportunity to attend at least annually.
- (2) Conducts training sessions in the universal precautions for the prevention of the spread of blood-borne pathogens as often as necessary.

## e. Staff Development and Standardization

- (1) At least once annually, provides professional development Environmental Health Program training to EHS staff.
- (2) Standardizes all persons authorized to do inspections at least every three (3) years.
- (3) Attends all State-arranged staff or field office meetings.

## f. Reporting

- (1) State reporting requirements shall be met by the county health department per § 68-14-704(7)(A).
- (2) Completed inspections and records of payments received are entered daily into the State database.
- (3) Ensures electronic records are documented completely and accurately in accordance with the applicable statute and/or rule and recorded according to program policy in the State's database.
- (4) Maintains paper or electronic files of enforcement actions, training activities, complaints, plan approvals, food-borne disease outbreak investigations, reports, swimming pool waiver approvals, and body piercing of minors' approvals. All documentation relating to a permitted establishment shall be stored in the establishment's electronic record in the State database.
- (5) Management and statistical reports generated by the Environmental Health Management Information System and the State are used to track completed inspections, accounts, fee collections, enforcement, program standards, staffing, and resources. Management tracking reports will be produced and provided to the central office at least quarterly.

## g. Program Standards

- (1) Maintain program standards in accordance with and identical to the State's program standards pursuant to T.C.A. 68-14-704(7)(B).

- (2) Participate in the FDA Voluntary Retail Food National Program Standards.
- (3) Enter complaints involving reported illness into the RedCap Foodborne Illness Complaint Survey.
- (4) Report foodborne outbreak investigations using the CDC National Environmental Assessment Reporting System (NEARS). Collaborate with regional epidemiology/communicable disease staff to ensure data collected in NEARS is consistent with data collected for the Centers for Disease Control and Preventions National Outbreak Reporting System (NORS).

h. Staff and Resources

Provide adequate staff and resources to implement and enforce the program.

A.3. The State agrees to perform the following services as indicated:

a. Training and Standardization

- (1) Provide a New Employee Training Manual and related resources for the Contractor to use to train new environmental personnel employed by the Contractor.
- (2) Conduct a virtual meeting for EH staff at least annually to provide training on Environmental Health Program topics.
- (3) Provide annual refresher training on program laws, rules, polices, and procedures.
- (4) Monitor Contractor training activities to ensure consistency and uniformity.
- (5) Coordinate with the FDA to ensure at least one (1) person designated by the Contractor is standardized in the Food Program.

b. Quality Improvement

- (1) Receive and review quarterly management reports to ensure compliance with the contract. Monitor all services rendered as specified in the contract once per year or as often as deemed necessary through appropriate means, such as inspections, field surveys, or visits to ensure Contractor contract compliance.
- (2) Furnish the Contractor with results of monitoring activities along with corrections or changes to be made by Contractor and/or the State, when appropriate.

c. Permitting and Collection

- (1) Make available State permit applications.
- (2) Issue all permits after approval by the Contractor and when all State fees have been collected and recorded by the Contractor in the State's database.
- (3) Receive and return to the Contractor all local permit fees, and any applicable local penalties, remitted to the State

d. Enforcement

Provide written policies, procedures, and consultation on enforcement matters.

e. Reporting

(1) Environmental management and statistical reports are made available electronically to the Contractor.

(2) Provide Environmental management reports training and support to the Contractor.

(3) Monitor the usage of above cited reports

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2022 ("Effective Date"), and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Million Dollars (\$4,000,000). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor's compensation shall be contingent upon receipt of state permit fees and any applicable penalties collected and remitted to the State by the Contractor as required herein. The Contractor shall be compensated quarterly in an amount equal to ninety-five percent (95%) of the total amount of state permit fees and any applicable penalties remitted to the State in the three (3) calendar months prior.

- c. Contract county health departments that collect the applicable permit fees from food establishments located within the county shall retain one hundred percent (100%) of the permit fees and penalty fees. Contract counties that utilize the services of the department for the collection of permit fees shall receive ninety-five percent (95%) of permit fees collected within a contract county pursuant to 68-14-705 – 68-14-707. This amount shall be calculated based upon fees collected in the contract county during the State's fiscal year multiplied by ninety-five percent (95%).

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Lori LeMaster, Director  
 Department of Health  
 Division of Communicable Environmental Diseases and Emergency Preparedness  
 Environmental Health Program  
 Andrew Johnson Tower, 4<sup>th</sup> Floor  
 710 James Robertson Parkway  
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date
  - (3) Contract Number (assigned by the State)
  - (4) Customer Account Name: Department of Health, Environmental Health Program
  - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
  - (6) Contractor Name
  - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
  - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
  - (9) Contractor Remittance Address
  - (10) Description of Delivered Service
  - (11) Complete Itemization of Charges, which shall detail the following:
    - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
    - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
    - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
    - iv. Amount Due by Service
    - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
  - (2) only be submitted for completed service and shall not include any charge for future work;
  - (3) not include sales tax or shipping charges; and
  - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
  - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not



be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of 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.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the

Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.21. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 *et. seq.*, addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.22. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Lori LeMaster, Director  
Department of Health  
Division of Communicable Environmental Diseases and Emergency Preparedness  
Environmental Health Program  
Andrew Johnson Tower, 4<sup>th</sup> Floor  
710 James Robertson Parkway  
Nashville, TN 37243  
Lori.LeMaster@tn.gov  
Telephone # 615-741-7206  
FAX # 615-741-8510

The Contractor:

Gill C. Wright, III, MD, FAAFP, MMM, Chief Medical Director of Health  
Metropolitan Government of Nashville and Davidson County  
2500 Charlotte Avenue  
Nashville, Tennessee 37209  
bill.paul@nashville.gov  
Telephone # (615) 340-5616  
FAX # (615) 340-2131

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;

- b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes [identify attachments and exhibits];
- c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
- e. any technical specifications provided to proposers during the procurement process to award this Contract; and
- f. the Contractor's response seeking this Contract.

E.6. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.7. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

E.8. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.9. Lobbying. The 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, 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 contract, grant, 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- E.10. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

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

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

DocuSigned by:  
*Gill C Wright III, MD*  
0460AC21E1CC408...  
\_\_\_\_\_  
Director, Metro Public Health Department

6/13/2022  
\_\_\_\_\_  
Date

DocuSigned by:  
*Tené Hamilton Franklin*  
BEBF88BF14D1480...  
\_\_\_\_\_  
Chair, Board of Health

6/14/2022  
\_\_\_\_\_  
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:  
*Kelly Flannery*  
CF613D4D906F4E8...  
\_\_\_\_\_  
Director, Department of Finance

<sup>DS</sup>  
*BB* <sup>DS</sup>  
*TE*

6/15/2022  
\_\_\_\_\_  
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:  
*Balogun Cobb*  
68804BE12FD741C...  
\_\_\_\_\_  
Director of Risk Management Services

6/16/2022  
\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

*Matthew Garth*  
\_\_\_\_\_  
Metropolitan Attorney

6/16/2022  
\_\_\_\_\_  
Date

FILED:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

DEPARTMENT OF HEALTH:

\_\_\_\_\_  
Lisa Piercey, MD, MBA, FAAP  
Commissioner

\_\_\_\_\_  
Date