

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The Metropolitan Government of Nashville and Davidson County**  
**Acting By and Through**  
**The Metropolitan Board of Health**  
**And**  
**Vanderbilt University Medical Center (POD)**

This Memorandum of Understanding (“MOU”) is entered into this first day of December, 2025, by and between the **Metropolitan Government of Nashville and Davidson County, Tennessee, by and through the Metropolitan Public Health Department (“MPHD”)** and the **Vanderbilt University Medical Center POD**.

**WHEREAS**, the Metropolitan Government of Nashville and Davidson County (“Metro”), acting by and through the Metro Public Health Department (“MPHD”), seeks to establish emergency worksite Points of Dispensing medication (“POD”) during a public health emergency, which would include providing licensed medical employees, other licensed medical professionals and staff specified by the POD with mass prophylaxis for distribution in the event of a public health emergency;

**WHEREAS**, MPHD seeks to establish contracts with collaborative partners to provide POD services;

**WHEREAS**, such contracts should be entered into prior to a public health emergency; and,

**WHEREAS**, POD desires to enter into a contract with Metro.

**NOW THEREFORE**, MPHD and POD agree to the terms, conditions, and responsibilities expressed in this agreement:

**1. DEFINITIONS**

**Public Health Emergency:** refers to any event, natural or manmade, that requires immediate public health intervention.

**Mass prophylaxis:** refers to the administration of health intervention measures designed to preserve health and to prevent the spread of disease to large numbers of the population. These can be but are not limited to antibiotics, vaccines, and antivirals.

**Employees:** refers to the staff employed by a POD or any affiliate thereof.

**Licensed Medical Personnel:** Licensed individuals in the state of Tennessee that have an active and in good standing license to practice from one of the following health related boards: Nursing, Physician Assistant, and Medical Examiners.

**Worksite POD:** Business or other organization agreeing to assist MPHD in the distribution of mass prophylaxis.

**Strategic National Stockpile:** A stockpile of medications, medical devices and supplies for life-saving care to provide for the emergency health security of the United States and its territories.

## **2. DUTIES AND RESPONSIBILITIES OF MPHD**

During a public health emergency requiring rapid dispensing of medications or vaccinations within the community, the MPHD will assume the primary responsibility for the receipt, repackaging, and distribution of the emergency medical materials within Nashville/Davidson County.

Specifically, MPHD will:

- a. Manage supplies designated for Nashville/Davidson County from the Strategic National Stockpile (SNS) which is under the control and direction of the Tennessee Department of Health.
- b. Provide initial pre-determined amounts of mass prophylaxis and supplies based on POD count for pick up at the MPHD designated site to meet the needs of their employees and others specified by the POD.
- c. Provide pre-event planning, training and technical assistance, including but not limited to planning templates, facts sheets, required forms, dispensing algorithms, etc.
- d. Provide POD with a primary and secondary point of contact.
- e. Provide POD opportunity to update the facility profile information as needed.

## **3. DUTIES AND RESPONSIBILITIES OF POD**

During a public health emergency requiring rapid dispensing of mass prophylaxis within the community, the POD will assume the primary responsibility for picking up emergency medical materials from MPHD. Specifically, the POD will:

- a. Distribute mass prophylaxes to employees and others specified by the POD, at a site chosen by the POD during a public health emergency.

- b. Attend MPHD planning and training meetings and cooperate in training POD's employees to understand the contraindications, precautions, and administration of mass prophylaxis according to established protocol.
- c. Provide and maintain an agency **Primary Contact and Secondary Contact** responsible for planning and overall operation of the POD Mass Prophylaxis Plan.
- d. Provide and maintain a **Transportation Contact and backup** to coordinate the pickup of mass prophylaxis at the MPHD designated site.
- e. Provide and maintain a **Medical Contact and backup** that will organize, coordinate, and oversee mass prophylaxis at the POD site. This person will train all medication dispensers on the use of the required forms for mass prophylaxis.
- f. Document inventory of mass prophylaxis received and dispensed and return all unused portions of supplies and mass prophylaxis to MPHD within one week of the request to do so or as soon as feasible.
- g. Provide, to the MPHD, a record of those who received mass prophylaxis within one week of the request to do so or as soon as feasible.
- h. Submit copy of POD plan upon its completion to the MPHD and shall provide any updates to this plan at least annually.
- i. Complete health screening forms prior to mass prophylaxing and distribute education information using the forms, handouts, and other material provided by MPHD.
- j. Provide mass prophylaxis per established medical protocols/algorithms under the supervision of licensed medical personnel unless otherwise allowed by Executive Order of the Governor of the State of Tennessee.
- k. Provide to MPHD the POD employee residential zip codes of those who plan to receive mass prophylaxis from the POD.
- l. Complete and submit a facility profile form to MPHD with the number of patients and/or employees and their family members to receive prophylaxis as needed.

#### 4. TERM

The term of this MOU will commence on December 1, 2025 and continue for sixty (60) months, unless otherwise terminated in accordance with the MOU.

## **5. COMPENSATION**

There will be no charge or fees under this MOU by the POD for the performance of duties in Section 3.

## **6. CONFIDENTIALITY**

Strict standards of confidentiality of records including, but not limited to, patient medical records and other similar records shall be maintained in accordance with the law. All material and information regardless of form, medium or method of communication provided to the POD by Metro or acquired by the POD on behalf of Metro whether verbal, written, magnetic tape, cards, or otherwise shall be regarded as confidential information in accordance with the provisions of state and federal law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the POD to safeguard the confidentiality of such material or information in conformance with state and federal law and ethical standards.

The POD will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of Metro's information as the POD exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The POD's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the POD of this Agreement; previously possessed by the POD without written obligations to Metro to protect it; acquired by the POD without written restrictions against disclosure from a third party which, to the POD's knowledge, is free to disclose the information; independently developed by the POD without the use of Metro's information; or, disclosed by Metro to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Agreement.

## **7. HIPAA COMPLIANCE**

Metro and the POD shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. The POD 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. The POD 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. Metro and the POD will sign documents, including but not limited to Business Associate agreements, as required by HIPAA and that are reasonably necessary to keep Metro and the POD in compliance with HIPAA. This provision shall not apply if information received by the POD from Metro under this Agreement is not “protected health information” as defined by HIPAA, or if HIPAA permits the POD and Metro to receive such information without entering into a Business Associate agreement or signing another such document.

## **8. BREACH**

Should either party fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the material terms of this Agreement, the non-breaching party shall have the right to immediately terminate the Agreement, subject to the cure provisions of this paragraph. Such termination shall not relieve POD of any liability to Metro for damages sustained by virtue of any breach by POD. Should the non-breaching party determine that the breaching party has failed to fulfill in a timely and proper manner its obligations under this Agreement or any of the material terms of this Agreement, the non-breaching party shall provide the breaching party written notice of all alleged deficiencies in such breaching party’s performance and allow the breaching party sixty (60) days to cure said alleged deficiencies.

## **9. TERMINATION**

This MOU can be terminated within thirty (30) days by either Party by providing written notice to the other Party.

## **10. INSURANCE**

During the term of this MOU, POD shall, at its sole expense, obtain and maintain in full force and effect for the duration of this MOU, including any extension, the types and amounts of insurance identified below. Proof of insurance shall be demonstrated to MPHD upon request. All insurance provided POD shall be provided through a program of self-insurance.

a. **General Liability Insurance**

In the amount of two million (\$2,000,000.00) dollars.

b. **Professional Liability Insurance (if applicable)**

In the amount of two million (\$2,000,000.00) dollars (if vendor will be administering injectable medicines).

c. **Cyber Liability Insurance (if applicable)**

In the amount of five million (\$5,000,000.00) dollars per occurrence (if vendor will be electronically mailing medical information).

d. **Automobile Liability Insurance (if applicable)**

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries).

e. **Worker's Compensation Insurance (if applicable)**

Within 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 (Not required for companies with fewer than five (5) employees).

- f. METRO is a metropolitan form of government as set out under the Governmental Tort Liability Act in TCA 29-20-101 et seq., and as such has its liability limits defined by law. The Metropolitan Government of Nashville and Davidson County carries no insurance; however, it is self-insured in an adequately funded self-insurance program, up to the limits as set out in the statute. This self-insurance is for the benefit of the Metropolitan Government only and provides no indemnification for any other entity whatsoever.

## **11. METRO LIABILITY**

MPHD will have no liability except as specifically provided in this MOU.

## **12. INDEMNIFICATION AND HOLD HARMLESS**

POD shall indemnify and hold harmless Metro, its officers, agents and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent acts or omissions of POD, its officers, employees and/or agents, including its sub or independent PODs, in connection with the performance of the Agreement and,

- b. Any claims, damages, penalties, costs and attorney fees arising from any failure of POD, its officers, employees and/or agents, including it sub or independent PODs, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c. Metro will not indemnify, defend or hold harmless in any fashion the POD from any claims arising from any failure, regardless of any language in any attachment or other document that the POD may provide.

### **13. INDEPENDENT CONTRACTOR**

Nothing herein will in any way be construed or intended to create a partnership or joint venture between POD and MPHD or to create the relationship of principal and agent between or among POD and MPHD. POD must not hold itself out in a manner contrary to the terms of this paragraph. MPHD will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

### **14. TAXES**

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

### **15. AMENDING OR MODIFYING CONTRACT**

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

### **16. PARTNERSHIP/ JOINT VENTURE**

This MOU 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 to the terms of this MOU.

### **17. WAIVER**

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

### **18. NONDISCRIMINATION**

POD hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this MOU or in the employment practices of POD on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws.

## **19. COMPLIANCE WITH LAWS.**

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

## **20. ASSIGNMENT-CONSENT REQUIRED**

The provisions of this MOU shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Parties hereto. Neither this MOU nor any rights or obligations of POD hereunder shall be assigned or transferred in whole or in part without the prior written consent of MPH. Any assignment or transfer shall not release POD from its obligations hereunder.

## **21. NOTICE**

All notice to MPH shall be mailed or hand delivered to:

Metro Public Health Department  
Director's Office  
2500 Charlotte Avenue, Nashville, TN 37209

All notices to POD shall be mailed or hand delivered to:

James C Fitzgerald (Chad)  
Director, Quality, Safety, & Risk Prevention  
2135 Blakemore Ave.  
Nashville, TN 37212-3505

And a copy to:

Sr. Director, OSP - Office of Contracts Management  
Vanderbilt University Medical Center  
3841 Green Hills Village Drive, Suite 200  
Nashville, TN 37215  
Email: [research.contracts@vumc.org](mailto:research.contracts@vumc.org)

## **22. CONTINGENT FEES**

POD hereby represents that POD has not been retained by nor retained any persons to solicit or secured a Metropolitan Government Agreement upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a POD or satellite POD under Metropolitan Government Agreements.

### **23. ANTI-KICKBACK**

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 the Agreement 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 satellite POD under the Agreement to the prime POD or higher tier satellite POD or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a POD or satellite POD under Metropolitan Government Agreements.

### **24. LOBBYING**

The POD 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 POD, 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 Agreement, 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 Agreement, 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 POD shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The POD shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub agreements, sub agreements, and Agreements under agreements, loans, and cooperative agreements) and that all sub recipients of federally appropriated funds shall certify and disclose accordingly.

## **25. ATTORNEY FEES**

POD agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event Metro prevails, POD shall pay all expenses of such action including Metro's attorney fees and costs at all stages of the litigation.

## **26. ENTIRE AGREEMENT**

This MOU 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.

## **27. FORCE MAJEURE**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligations 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.

## **28. 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 POD may provide.

## **29. VENUE**

Any action between the Parties arising from this MOU shall be maintained in the courts of Davidson County, TN.

## **30. 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.

### **31. HEADINGS**

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

### **32. EFFECTIVE DATE**

This contract will not be binding upon the parties until it has been signed first by POD and then by the authorized representatives of the Metropolitan Government.

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[Signature Page to Follow]

APPROVED FOR Vanderbilt University Medical Center by:



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Jane Freedman, MD  
Deputy CEO and Chief Health System Officer

Date: **12/16/2025**

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**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**RECOMMENDED BY:**

Signed by:  
Sanmi Areda  
0872205CD81A4B1...  
Director, Metro Public Health Department

2/17/2026  
Date

**APPROVED BY:**

Signed by:  
Tené Hamilton Franklin  
BEBF0BBF14D1480...  
Chair, Board of Health

2/17/2026  
Date

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Signed by:  
Jenneen Reed/mjw  
62377A2A8742460...  
Director, Department of Finance

Initial DS  
BN AP

2/27/2026  
Date

**APPROVED AS TO RISK AND INSURANCE:**

Signed by:  
Balogun Colob  
68804BF12FD741C...  
Director of Risk Management Services

2/27/2026  
Date

**APPROVED AS TO FORM AND LEGALITY:**

Signed by:  
Matthew Gartli  
68F00922930044F...  
Metropolitan Attorney

3/2/2026  
Date

**FILED:**

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

\_\_\_\_\_  
Date