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CONTRACT BETWEEN METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH AND MENTAL HEALTH COOPERATIVE

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 **MENTAL HEALTH COOPERATIVE** (hereinafter referred to as "**Contractor**").

1. Duties and Responsibilities

1.1. Duties and Responsibilities of Contractor

A. Maintain 2 FTEs to provide outreach, assessment, and linkage to care for individuals identified by Nashville Fire Department EMS as part of the High Impact Area (HIA) grant funded overdose response program.

B. Management and oversight of staff providing services and participation in data collection as set forth by Metro and Tennessee Department of Health.

C. Provide transportation in the form of bus passes, motor vehicle rides, or taxi service for clients to initial substance abuse treatment programs if needed.

D. Collect data to measure the effectiveness of their services and must submit these results to Metro quarterly. Data will include, but not be limited to, numbers of clients referred to services, demographics and outcomes of referrals.

E. Participate in HIA program coordination meetings as needed.

F. All services are to be performed in accordance with all applicable federal, state, and local laws and regulations.

1.2 Duties and Responsibilities of Metro

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

2. CONTRACT TERM

2.1. Contract Term

Subject to the provisions below regarding the Effective Date, the Contract term shall be September 1, 2022 to August 31, 2023.

3. COMPENSATION

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3.1. Contract Value

Metro shall provide funding of up to One Hundred Seventy-Seven Thousand Four Hundred dollars ($177,400.00). Metro will make reasonable efforts to make payments within 30 days of receipt of invoice. Contractor will invoice no more often than monthly, with all necessary supporting documentation.

3.2. Other Fees

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

4. TERMINATION

4.1. Breach

Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, Metro shall have the right to immediately terminate the Contract. Such termination shall not relieve Contractor of any liability to Metro for damages sustained by virtue of any breach by Contractor.

4.2. Lack of Funding

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

4.3. Notice

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

5. NONDISCRIMINATION

5.1. Metro's Nondiscrimination Policy

It is the policy of the Metro not to discriminate on the basis of age, race, sex, color, religion, national origin, sexual orientation, gender identity, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities**.**

5.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or

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Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metro or in the employment practices of Metro's Contractors. **Contractor certifies and warrants that it will comply with this nondiscrimination requirement**. Accordingly, Contractor shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

5.3. Americans with Disabilities Act

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

6. INSURANCE

6.1. Proof of Insurance

During the term of this Contract, for any and all awards, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below. Proof of insurance shall be required naming Metro as additional insured.

6.2. General Liability Insurance

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

6.3. Worker's Compensation Insurance

Contractor shall provide Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand ($100,000.00) dollars, as required by the laws of Tennessee.

6.4. Automobile Liability Insurance

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

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6.5. Such insurance shall:

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

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

6.6. Other Insurance Requirements

Prior to commencement of services, Contractor shall furnish Metro with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300

In addition to the provisions above, Contractor shall:

Provide certified copies of endorsements and policies if requested by Metro in lieu of or in addition to certificates of insurance.

Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Metro Director of Risk Management Services.

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

7. GENERAL TERMS AND CONDITIONS

7.1. Taxes

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

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7.2. Maintenance of Records

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

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of Contractor or any subcontractor or sub-consultant shall be made available to Metro for inspection and copying upon written request from Metro. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from Metro. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of Contractor and subcontractors.

7.3. Monitoring

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

7.4. METRO Property

Any Metro property, including but not limited to books, records and equipment that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to Metro by Contractor upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be Metro property.

7.5. Modification of Contract

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

7.6. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of

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the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this Contract.

7.7. Waiver

No waiver of any term or provision of this Contract shall be valid unless such waiver is in writing. No waiver of any provision of this Contract shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.

7.8. Employment

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

Contractor shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

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

7.9. Compliance with Laws

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

7.10. Taxes and Licensure

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

7.11. Ethical Standards

Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metro contracts.

7.12. Gratuities and Kickbacks

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

7.13. Conflicts of Interest

The Contractor warrants that no part of the Contract amount shall be paid directly or indirectly to an employee or official of Metro or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

7.14. Lobbying

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

A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal agreement, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, agreement, loan, or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-agreements, subcontracts, and contracts under agreements, loans, and cooperative agreements) and that all subrecipients of federally appropriated funds shall certify and disclose accordingly.

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7.15. Indemnification and Hold Harmless

A. Contractor shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from:

i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this Contract; and,

ii. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

B. In any and all claims against Metro, its officers, agents, or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

C. Metro will not indemnify, defend, or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

D. Contractor shall pay Metro any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

7.16. HIPAA Compliance

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

A. Contractor warrants that it is familiar with the requirements of HIPAA, its accompanying regulations, and all other laws regarding the confidentiality of health records and will comply with all such laws in the course of this Contract.

B. Contractor warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by the laws discussed above in the course of performance of this Contract.

C. Metro and Contractor will execute any documents required by the laws described above, including, but not limited to, a Business Associate Agreement, if so required.

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7.17. Attorney Fees

Contractor agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event Metro prevails in such action, Contractor shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for Metro.

7.18. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto, provided that neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro.

7.19. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

7.20. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

7.21. Governing Law

The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

7.22. Venue

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

7.23. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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7.24. Notices and Designation of Agent for Service of Process

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

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

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

Mental Health Cooperative
Executive Director
375 Cumberland Bend
Nashville, TN 37228

7.25. Effective Date

This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. The date upon which this Contract is filed with the Metro Clerk shall be referred to as the "Effective Date."

Signature pages follow.

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

Contractor:
Mental Health Cooperative

By: Pam Womack
Title: CEO

Sworn to and subscribed to before me, a Notary Public, this third **day of** November 2022 **, [Year] , by** Pam Womack **, the** Chief Executive officer **of Contractor and duly authorized to execute this instrument on Contractor's behalf.**

Notary Public

My Commission Expires January 6, 2025

JENNY D. HAWKINS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JAN. 6, 2025

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

RECOMMENDED:

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

11/14/2022
Date

APPROVED:

DocuSigned by:
Tenné Hamilton Franklin
BEBF0BBF14D14B0...
Chair, Board of Health

11/15/2022
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
kelly Flannery
CF513D4D905F4EB...
Director, Department of Finance

DS BB

DS TE

11/16/2022
Date

APPROVED AS TO RISK AND INSURANCE:

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

11/16/2022
Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

11/17/2022
Date

FILED:

Metropolitan Clerk

Date

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MENTHEA-03 KNOLAND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nashville (VM) / AssuredPartners NL 840 Crescent Centre Drive, Suite 300 Franklin, TN 37067	CONTACT NAME: PHONE (A/C, No, Ext): (615) 301-2500 FAX (A/C, No): (615) 301-2597 E-MAIL ADDRESS:
INSURED Mental Health Cooperative Inc 275 Cumberland Bend Drive Nashville, TN 37228	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Massachusetts Bay Insurance Co — 22306 INSURER B : Accident Fund General Insurance Company — 12304 INSURER C : The Hanover Atlantic Insurance Company Ltd. INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZD5A88804006	4/1/2022	4/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Physical Abuse,Sexua						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
							ABUSE	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UH WCP 100011870 01	4/1/2022	4/1/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Professional Liabili			L35-A825459-06	4/1/2022	4/1/2023	Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Metro Public Health Department is listed as additional Insured under the General Liability when required in a written contract or agreement with the insured.

CERTIFICATE HOLDER

Metro Public Health Department
2500 Charlotte Avenue
Nashville, TN 37209

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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