
GRANT SUMMARY SHEET

Grant Name: University of Nebraska 24-25 Amend 3

Department: HEALTH DEPARTMENT

Grantor: UNIVERSITY OF NEBRASKA

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$0.00

Cash Match Amount \$0.00

Department Contact: Brad Thompson
340-0407

Status: AMENDMENT

Program Description:

University of Nebraska awards MPHD a grant to attend the CityMatch conference and additional moneys to integrate support services into perinatal systems of care. Amendment #3 extends the end date of the grant from 09/29/24 to 12/31/24. Amendment 3 also deletes language from section 8 and adds new sections 37 through 39.

Plan for continuation of services upon grant expiration:

Services will be discontinued

GRANT SUMMARY SHEET

Grant Name: University of Nebraska 24-25 Amend 2

Department: HEALTH DEPARTMENT

Grantor: UNIVERSITY OF NEBRASKA

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$0.00

Cash Match Amount \$0.00

Department Contact: Brad Thompson
340-0407

Status: AMENDMENT

Program Description:

University of Nebraska awards MPHD a grant to attend the CityMatch conference and additional moneys to integrate support services into perinatal systems of care. Amendment #2 – corrects and modifies additional terms of the original contract by stating that paragraph 4 has the number “0” added to reflect that there will be no extensions. Amendment 2 also adds language to the beginning of Paragraph 5 and delete Paragraph 14 and leave the agreement silent regarding governing law.

Plan for continuation of services upon grant expiration:

Services will be discontinued

GRANT SUMMARY SHEET

Grant Name: University of Nebraska 24-25 Amend 1

Department: HEALTH DEPARTMENT

Grantor: UNIVERSITY OF NEBRASKA

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$0.00

Cash Match Amount \$0.00

Department Contact: Brad Thompson
340-0407

Status: AMENDMENT

Program Description:

University of Nebraska awards MPHD a grant to attend the CityMatch conference and additional moneys to integrate support services into perinatal systems of care. Amendment #1 – The Parties agree to remove Clause 10. Liability and its contents from the Agreement and the parties agree to remove clauses from the “COMPENSATION” section of the “SCOPE OF WORK” document. Amendment 1 also states the parties agree to replace the 2nd bolded bullet point on the “SCOPE OF WORK” document and, to remove Clause 11. Insurance and its contents from the Agreement. Finally Amendment 1 agree to change the name “Supplier Name” listed on the Non-Competitive Purchase Documentation to “Metropolitan Government of Nashville/Davidson County.”

Plan for continuation of services upon grant expiration:

Services will be discontinued

GRANT SUMMARY SHEET

Grant Name: University of Nebraska 23-24

Department: HEALTH DEPARTMENT

Grantor: UNIVERSITY OF NEBRASKA

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$160,743.00

Cash Match Amount \$0.00

Department Contact: Brad Thompson
340-0407

Status: NEW

Program Description:

University of Nebraska awards MPHD a grant to attend the CityMatch conference and additional moneys to integrate support services into perinatal systems of care.

Plan for continuation of services upon grant expiration:

Services will be discontinued

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input checked="" type="radio"/>	
Department	Dept. No.	Contact	Phone	Fax			
HEALTH DEPARTMENT	038	Brad Thompson	340-0407				
Grant Name:	University of Nebraska 24-25 Amend 3						
Grantor:	UNIVERSITY OF NEBRASKA	Other:					
Grant Period From:	09/30/23	(applications only) Anticipated Application Date:					
Grant Period To:	12/31/24	(applications only) Application Deadline:					
Funding Type:	STATE	Multi-Department Grant	<input type="checkbox"/>	If yes, list below.			
Pass-Thru:		Outside Consultant Project:	<input type="checkbox"/>				
Award Type:	OTHER	Total Award:	\$0.00				
Status:	AMENDMENT	Metro Cash Match:	\$0.00				
Metro Category:	New Initiative	Metro In-Kind Match:	\$0.00				
CFDA #	N/A	Is Council approval required?	<input type="checkbox"/>				
Project Description:	Applic. Submitted Electronically? <input type="checkbox"/>						

University of Nebraska awards MPHD a grant to attend the CityMatch conference and additional moneys to integrate support services into perinatal systems of care. Amendment #3 extends the end date of the grant from 09/29/24 to 12/31/24. Amendment 3 also deletes language from section 8 and adds new sections 37 through 39.

Plan for continuation of service after expiration of grant/Budgetary Impact:
Services will be discontinued

How is Match Determined?
Fixed Amount of \$ _____ or _____ % of Grant Other:

Explanation for "Other" means of determining match: _____

For this Metro FY, how much of the required local Metro cash match:
Is already in department budget? _____ Fund _____ Business Unit _____
Is not budgeted? _____ Proposed Source of Match: _____
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)

Other:
Number of FTEs the grant will fund: 0.00 Actual number of positions added: 0.00
Departmental Indirect Cost Rate 19.54% Indirect Cost of Grant to Metro: \$31,409.18
*Indirect Costs allowed? Yes No % Allow. 0.00% Ind. Cost Requested from Grantor: \$0.00 in budget

*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)
Draw down allowable?
Metro or Community-based Partners: _____

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	25		\$160,743.00					\$160,743.00	\$31,409.18	\$0.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Yr 6	FY									
Total		\$0.00	\$160,743.00	\$0.00	\$0.00		\$0.00	\$160,743.00	\$31,409.18	\$0.00
Date Awarded:				11/26/24		\$0.00	Contract#:			
(or) Date Denied:										
(or) Date Withdrawn:										

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

GCP Rec'd
11/26/24

GCP Approved
11/27/24

VW

Grants Tracking Form

Part One

Pre-Application Application Award Acceptance Contract Amendment

Department HEALTH DEPARTMENT	Dept. No. 038	Contact Brad Thompson	Phone 340-0407	Fax
---------------------------------	------------------	--------------------------	-------------------	-----

Grant Name:	University of Nebraska 24-25 Amend 2			
Grantor:	UNIVERSITY OF NEBRASKA	Other:		
Grant Period From:	09/30/23	(applications only) Anticipated Application Date:		
Grant Period To:	09/29/24	(applications only) Application Deadline:		
Funding Type:	STATE	Multi-Department Grant	<input type="checkbox"/>	If yes, list below.
Pass-Thru:		Outside Consultant Project:	<input type="checkbox"/>	
Award Type:		Total Award:	\$0.00	
Status:	OTHER	Metro Cash Match:	\$0.00	
Metro Category:	AMENDMENT	Metro In-Kind Match:	\$0.00	
CFDA #	N/A	Council approval required?	<input type="checkbox"/>	
Project Description:	University of Nebraska awards MPH D a grant to attend the CityMatch conference and additional moneys to integrate support services into perinatal systems of care. Amendment #2 – corrects and modifies additional terms of the original contract by stating that paragraph 4 has the number "0" added to reflect that there will be no extensions. Amendment 2 also adds language to the beginning of Paragraph 5 and delete Paragraph 14 and leave the agreement silent regarding governing law.			

Plan for continuation of service after expiration of grant/Budgetary Impact:
Services will be discontinued

How is Match Determined?
Fixed Amount of \$ _____ or % of Grant _____ Other:

Explanation for "Other" means of determining match: _____

For this Metro FY, how much of the required local Metro cash match:
Is already in department budget? _____ Fund _____ Business Unit _____
Is not budgeted? _____ Proposed Source of Match: _____

(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)

Number of FTEs the grant will fund:	0.00	Actual number of positions added:	0.00
Departmental Indirect Cost Rate	19.54%	Indirect Cost of Grant to Metro:	\$31,409.18
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No % Allow.	0.00%	Ind. Cost Requested from Grantor:	\$0.00 in budget

(If "No", please attach documentation from the grantor that indirect costs are not allowable. See instructions)

Draw down allowable?

Metro or Community-based Partners: _____

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	25		\$160,743.00					\$160,743.00	\$31,409.18	\$0.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$0.00	\$160,743.00	\$0.00	\$0.00		\$0.00	\$160,743.00	\$31,409.18	\$0.00
Date Awarded:				11/26/24		\$0.00	Contract#:			
(or) Date Denied:										
(or) Date Withdrawn:										

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

Rev. 5/13/13
5956

GCP Rec'd
11/26/24

GCP Approved
11/27/24

VW

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input checked="" type="radio"/>	
Department	Dept. No.	Contact		Phone	Fax		
HEALTH DEPARTMENT	038	Brad Thompson		340-0407			
Grant Name:	University of Nebraska 24-25 Amend 1						
Grantor:	UNIVERSITY OF NEBRASKA						Other:
Grant Period From:	09/30/23	(applications only) Anticipated Application Date:					
Grant Period To:	12/31/24	(applications only) Application Deadline:					
Funding Type:	STATE	Multi-Department Grant		<input type="checkbox"/>	If yes, list below.		
Pass-Thru:		Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	OTHER	Total Award:		\$0.00			
Status:	AMENDMENT	Metro Cash Match:		\$0.00			
Metro Category:	New Initiative	Metro In-Kind Match:		\$0.00			
CFDA #	N/A	Is Council approval required?		<input type="checkbox"/>			
Project Description:	University of Nebraska awards MPHD a grant to attend the CityMatch conference and additional moneys to integrate support services into perinatal systems of care.						Applic. Submitted Electronically? <input type="checkbox"/>
<p>Amendment #1 – The Parties agree to remove Clause 10. Liability and its contents from the Agreement and the parties agree to remove clauses from the "COMPENSATION" section of the "SCOPE OF WORK" document. Amendment 1 also states the parties agree to replace the 2nd bolded bullet point on the "SCOPE OF WORK" document and, to remove Clause 11. Insurance and its contents from the Agreement. Finally Amendment 1 agree to change the name "Supplier Name" listed on the Non-Competitive Purchase Documentation to "Metropolitan Government of Nashville/Davidson County."</p>							
Plan for continuation of service after expiration of grant/Budgetary impact:							
Services will be discontinued							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		Fund		Business Unit			
Is not budgeted?		Proposed Source of Match:					
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0.00	Actual number of positions added:		0.00		
Departmental Indirect Cost Rate		19.54%	Indirect Cost of Grant to Metro:		\$31,409.18		
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.	0.00%	Ind. Cost Requested from Grantor:		\$0.00	in budget
*(If "No", please attach documentation from the grantor that Indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	25		\$160,743.00					\$160,743.00	\$31,409.18	\$0.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$0.00	\$160,743.00	\$0.00	\$0.00		\$0.00	\$160,743.00	\$31,409.18	\$0.00
Date Awarded:				11/26/24		\$0.00	Contract#:			
(or) Date Denied:										
(or) Date Withdrawn:										

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

GCP Rec'd
11/26/24

GCP Approved
11/27/24

VW

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact		Phone	Fax		
HEALTH DEPARTMENT	038	Brad Thompson		340-0407			
Grant Name:		University of Nebraska 23-24					
Grantor:		UNIVERSITY OF NEBRASKA				Other:	
Grant Period From:	09/30/23	(applications only) Anticipated Application Date:					
Grant Period To:	09/29/24	(applications only) Application Deadline:					
Funding Type:	STATE	Multi-Department Grant		<input type="checkbox"/>	If yes, list below.		
Pass-Thru:		Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	OTHER	Total Award:		\$160,743.00			
Status:	NEW	Metro Cash Match:		\$0.00			
Metro Category:	New Initiative	Metro In-Kind Match:		\$0.00			
CFDA #	N/A	Is Council approval required?		<input type="checkbox"/>			
Project Description:		Applic. Submitted Electronically?		<input type="checkbox"/>			
University of Nebraska awards MPHD a grant to attend the CityMatch conference and additional moneys to integrate support services into perinatal systems of care.							
Plan for continuation of service after expiration of grant/Budgetary impact:							
Services will be discontinued							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?				Fund	Business Unit		
Is not budgeted?				Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0.00	Actual number of positions added:		0.00		
Departmental Indirect Cost Rate		19.54%	Indirect Cost of Grant to Metro:		\$31,409.18		
*Indirect Costs allowed?		<input type="radio"/> Yes <input checked="" type="radio"/> No	% Allow.		0.00%		
		Ind. Cost Requested from Grantor:		\$0.00	in budget		
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable?		<input type="checkbox"/>					
Metro or Community-based Partners:							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	25		\$160,743.00					\$160,743.00	\$31,409.18	\$0.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$0.00	\$160,743.00	\$0.00	\$0.00		\$0.00	\$160,743.00	\$31,409.18	\$0.00
Date Awarded:				11/26/24		\$160,743.00	Contract#:			
(or) Date Denied:										
(or) Date Withdrawn:										

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

GCP Rec'd
11/26/24

GCP Approved
11/27/24

VW

University of Nebraska Amendment No. 3 to University of Nebraska Master Agreement - Expenditure

This Amendment No. 3 to University of Nebraska Master Agreement - Expenditure ("Amendment") is effective as of the date of the last signature set forth below ("Effective Date") by and between the Board of Regents of the University of Nebraska a public body/corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature, and Metropolitan Government of Nashville and Davidson County ("Supplier"). University and Supplier are collectively referred to as "parties."

RECITALS

- A. University and Supplier entered into a University of Nebraska Master Agreement - Expenditure effective as of September 30, 2023, and amended with Amendment No.1 on March 26, 2024, and Amendment No.2 on June 17, 2024 ("Agreement").
- B. The parties desire to amend the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and this Amendment, the parties agree as follows:

- 1. **Ratification.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement shall remain in full force and effect and are hereby ratified and confirmed by the parties.
- 2. **Definitions.** Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.
- 3. **Modifications.** The Agreement is amended as follows:

- a. Delete section 4 in its entirety and replace it with the following:

Term. The term of this Agreement shall begin on September 30, 2023, and expire on December 31, 2024 ("Term"). Time is of the essence in this Agreement. Parties understand that Supplier has performed services prior to the final approval of this Agreement and that Supplier will be compensated for those services.

- b. Delete the following from section 8 in its entirety:

Supplier agrees to hold University harmless from any loss, damage, or expense, including court costs and reasonable attorneys' fees, that University may suffer as a result of a breach or alleged breach of the foregoing warranties.

- c. Add the following as a new section 37:

Self-Insurance. Supplier covers its liability obligations under this Agreement through a self-insurance or a pooled or cooperative insurance program (the "Supplier Program"). Supplier, the Metropolitan Government of Nashville and Davison County, 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 Metro Government of Nashville and Davidson County is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out in the statutes. This self-insurance is for the benefit of the Metro Government only and provides no

indemnification for any other entity whatsoever. The Supplier Program may be evidenced by a Certificate of Financial Responsibility, Statement of Self-Insurance Coverage, or other evidence of a self-insurance or a pooled or cooperative insurance program.

- d. Add the following as a new section 38:

Liability. Each party shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts or omissions of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property to the extent resulting in any manner from the conduct of its own operations and the operations of its agents or employees under the Agreement, and for any loss, cost, or damage to the extent caused thereby during the performance of this Agreement.

- e. Add the following as a new section 39:

Sovereign Immunity. Nothing contained in or omitted from this Agreement shall be construed as a waiver of a party's sovereign immunity.

- f. Delete the second bolded bullet point in the Scope of Work in its entirety and replace it with the following:

Compensate community members and COMSS providers for their participation in coalition teams, as needed.

4. **Entire Agreement.** The Agreement, as amended, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.

5. **Amendment.** No change, modification, or waiver of any term of the Agreement shall be valid unless it is in writing and signed by both parties.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date set forth below.

Board of Regents of the University of Nebraska

Signature: _____

Printed Name: _____

Date: _____

Title: _____

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
Joanna Shaw-Kaikai
F0EB3ACD4AFC4C1...

 Interim Director, Metro Public Health Department
 11/26/2024

 Date

Signed by:
Tene Hamilton Franklin
BEBF0BBF14D14B0...

 Chair, Board of Health
 11/26/2024

 Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw

 Director, Department of Finance
 12/2/2024

 Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb

 Director of Risk Management Services
 12/2/2024

 Date

APPROVED AS TO FORM AND LEGALITY:

Derrick C. Smith

 Metropolitan Attorney
 11/27/2024

 Date

 Metropolitan Mayor

 Date

ATTEST:

 Metropolitan Clerk

 Date



INTERNAL USE ONLY
CW14456

University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	METROPOLITAN GOV OF NASHVILLE & DAVIDSONMETRO PUBLIC	Contact	Gill Wright at gill.wright@nashville.gov

REQUESTING DEPARTMENT	
Participating Campuses	UNMC
Administrative Unit/Dept.	COPH Pam Ehmke at pehmke@unmc.edu

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary (brief description and/or event name)	The vendor is asking to amend terms that were previously agreed to by both parties in the current contract.				
Purchase Category	Services				
Total Amount of Spend	\$160,743	Start Date	9/30/2023 12:00 AM	End Date	9/29/2024 12:00 AM

BID INFORMATION	
Bid Number	N/A
Competitive Review Findings	NCPD Approved
Contract Information	N/A



University of Nebraska Amendment No. 2 to Master Service Agreement Pro-Service-003081

This Amendment No. 2 to Master Service Agreement Pro-Service-003081 ("Amendment") is effective as of the date of the last signature set forth below ("Effective Date") by and between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature and METROPOLITAN GOV OF NASHVILLE & DAV ("Supplier"). University and Supplier are collectively referred to as "parties."

RECITALS

- A. University and Supplier entered into a Master Service Agreement effective as of November 20th, 2023, wherein the parties agreed to The Metropolitan Gov of Nashville & DAV/University of Nebraska Master Agreement ("Agreement").
- B. The parties desire to amend the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and this Amendment, the parties agree as follows:

1. **Ratification.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the parties.
 2. **Definitions.** Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.
 3. **Modifications.** The Agreement is amended as follows:
 - a. Paragraph 4 has the number "0" added to reflect that there will be no extensions.
 - b. Paragraph 5 should have the following language added at the beginning: "Subject to the provisions of the Tennessee Public Records Act" and the following at the end of the paragraph: "Nothing in this section shall prohibit Metro from disclosing information that is classified as a public record under the Tennessee Public Records Act. The provisions of this section are not intended to cover any information which is classified as a public record under the Tennessee Public Records Act."
 - c. Delete Paragraph 14 and leave the agreement silent regarding governing law.
-
1. **Entire Agreement.** The Agreement, as amended, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.

2. **Amendment.** No change, modification, or waiver of any term of the Agreement shall be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date set forth below.

Board of Regents of the University of Nebraska

Signature: *Anne Barnes*

Printed Name: Anne Barnes

Title: Vice Chancellor, Business & Finance

Date: 06/17/24 | 10:17 CDT

Metropolitan Gov of Nashville & DAV

Signature: *Gill C Wright III, MD*

Printed Name: Gill C Wright III, MD

Title: Director of Health

Date: 06/14/24 | 11:37 CDT

Pam Ehmke

Pam Ehmke

Assistant Dean of Finance

06/14/24 | 11:42 CDT

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
Joanna Shaw-kai _____ 11/26/2024
F0EB3ACD4AFC4C1...
 Interim Director, Metro Public Health Department Date

Signed by:
Tene Hamilton Franklin _____ 11/26/2024
BEBF0BBF14D14B0...
 Chair, Board of Health Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw _____ 12/2/2024
 Director, Department of Finance Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb _____ 12/2/2024
 Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

Derrick C. Smith _____ 11/27/2024
 Metropolitan Attorney Date

 Metropolitan Mayor Date

ATTEST:

 Metropolitan Clerk Date



INTERNAL USE ONLY
CW10440

University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	METROPOLITAN GOV OF NASHVILLE & DAVIDSONMETRO PUBLIC	Contact	Gill Wright at gill.wright@nashville.gov

REQUESTING DEPARTMENT	
Participating Campuses	UNMC
Administrative Unit/Dept.	COPH Pam Ehmke at pehmke@unmc.edu

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary (brief description and/or event name)	The vendor is asking to amend terms that were previously agreed to by both parties in the current contract.				
Purchase Category	Services				
Total Amount of Spend	\$160,743	Start Date	9/30/2023 12:00 AM	End Date	9/29/2024 12:00 AM

BID INFORMATION	
Bid Number	N/A
Competitive Review Findings	NCPD Approved
Contract Information	N/A



University of Nebraska Amendment No. 1 to Master Service Agreement Pro-Service-003081

This Amendment No. 1 to Master Service Agreement Pro-Service-003081 ("Amendment") is effective as of the date of the last signature set forth below ("Effective Date") by and between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature and METROPOLITAN GOV OF NASHVILLE & DAV ("Supplier"). University and Supplier are collectively referred to as "parties."

RECITALS

- A. University and Supplier entered into a Master Service Agreement effective as of November 20th, 2023, wherein the parties agreed to The Metropolitan Gov of Nashville & DAV/University of Nebraska Master Agreement ("Agreement").
- B. The parties desire to amend the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and this Amendment, the parties agree as follows:

1. **Ratification.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the parties.
2. **Definitions.** Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.
3. **Modifications.** The Agreement is amended as follows:
 - a. The Parties agree to remove Clause 10. Liability and its contents from the Agreement.
 - b. The Parties agree to remove the following clause from the "COMPENSATION" section of the "SCOPE OF WORK" document: "All payments to non-residents will be subject to State of Nebraska tax withholding laws, deducting four percent (4%) withholding tax. The Independent Contractor must file a Nebraska State income Tax Form to receive any applicable refund. Information on this withholding tax is at <http://www.revenue.state.ne.us/info/8-515.pdf>."
 - c. The Parties agree to replace the 2nd bolded bullet point on the "SCOPE OF WORK" document, "Compensate community members and COMSS providers for their participation in coalition teams, as needed.", with the following: "Purchase goods and or services from community members and COMMS providers for their participation in coalition teams, as needed."
 - d. The Parties agree to remove Clause 11. Insurance and its contents from the Agreement.
 - e. The Parties agree to change the name "Supplier Name" listed on the Non-Competitive Purchase Documentation to "Metropolitan Government of Nashville/Davidson County."
1. **Entire Agreement.** The Agreement, as amended, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.

2. **Amendment.** No change, modification, or waiver of any term of the Agreement shall be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date set forth below.

Board of Regents of the University of Nebraska

Signature: Anne Barnes

Printed Name: Anne Barnes

Title: Vice Chancellor, Business & Finance

Date: 03/26/24 | 14:08 CDT

Metropolitan Gov of Nashville & DAV

Signature: Gill C Wright III, MD

Printed Name: Gill C Wright III, MD

Title: Director of Health

Date: 03/25/24 | 17:09 CDT

Pam Ehmke

Pam Ehmke

Assistant Dean of Finance

03/25/24 | 17:42 CDT

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
Joanna Shaw-kikai 11/26/2024
F0EB3ACD4AFC4C1...
Interim Director, Metro Public Health Department Date

Signed by:
Tiné Hamilton Franklin 11/26/2024
BEBF08BF14D1480...
Chair, Board of Health Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw 12/2/2024
Director, Department of Finance Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb 12/2/2024
Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

Derrick C. Smith 11/27/2024
Metropolitan Attorney Date

Metropolitan Mayor Date

ATTEST:

Metropolitan Clerk Date



INTERNAL USE ONLY
PRO-SERVICE-003081

University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	METROPOLITAN GOV OF NASHVILLE & DAV	Contact	Gill Wright
		Email	Gill.wright@nashville.gov

REQUESTING DEPARTMENT	
Participating Campuses	UNMC
Administrative Unit/Dept.	COPH / Health Promotion
Primary Contact Name	Pam Ehmke, Assistant Dean of Finance
Primary Contact Email	pehmke@unmc.edu

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary (brief description and/or event name)	<ul style="list-style-type: none"> • With assistance from CityMatCH and community-engaged scholars: <ul style="list-style-type: none"> o Develop a diverse coalition of community-based organizations, community members, COMSS providers (e.g., doulas and CHWs), and perinatal medical providers. o Create a diversity impact statement to guide development of the COMSS integration project. o Develop and implement a COMSS integration project in a geographic area of focus within their community. o Collect and report on evaluation data related to the COMSS integration project. o Participate in development and dissemination of project results. 				
Purchase Category	Consultants & Other Services				
Total Amount of Spend	160,743.00 USD	Start Date	9/30/2023 12:00 AM	End Date	9/29/2024 11:59 PM

BID INFORMATION	
Bid Number	N/A
Competitive Review Findings	Non-Competitive Purchase Approved

Contract Information	N/A
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University of Nebraska Master Agreement - Expenditure

This University of Nebraska Master Agreement - Expenditure ("Agreement") sets forth the terms of purchase between the Board of Regents of the University of Nebraska a public body corporate by and on behalf of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature (each a "Campus" and collectively the "Campuses"), and METROPOLITAN GOV OF NASHVILLE & DAV ("Supplier"). University and Supplier are collectively referred to as "parties."

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement the parties agree as follows:

1. **Description of Deliverables.** Supplier agrees to provide the services, goods, or both identified in the statement of work attached to the Agreement ("Statement of Work") and any subsequent proposal or statement of work incorporated by reference into this Agreement (collectively, "Deliverables"). Supplier agrees to perform services under this Agreement to the satisfaction of University during the Term of this Agreement and with the standard of professional care and skill customarily provided in the performance of such service.
2. **Payment.** In full consideration for the Deliverables provided by Supplier under this Agreement, University shall pay or cause to be paid to Supplier a fee, pursuant to the Statement of Work and any subsequent proposal or statement of work incorporated by reference into this Agreement, within forty-five (45) days after Supplier's submission of an accurate invoice to University and all requested supporting documentation. Along with its invoice, Supplier shall submit adequate receipts and documentation as requested by University to support reimbursement of all previously agreed upon reimbursable expenses. Supplier is expected to comply with applicable policies and procedures, including those stated within the University of Nebraska Travel Policy (located at <https://nebraska.edu/-/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf>). University, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Supplier agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Supplier hereunder, unless required by law.
3. **Purchase Order Requirement.** A purchase order shall be issued by University to Supplier for payment in accordance with the terms of this Agreement. All invoices submitted by Supplier shall make reference to the appropriate purchase order number to be eligible for payment.
4. **Term.** The initial term of this Agreement shall be from 9/30/2023 12:00 AM to 9/29/2024 11:59 PM ("Initial Term"). This Agreement may be renewed for ___ (#) additional ___ (#) year term(s) upon completion of the Initial Term (each, a "Renewal Term") by (1) mutual written agreement of the parties or (2) University's issuance and Supplier's acceptance, demonstrated by Supplier's continued performance under the Agreement, of a purchase order. Collectively the Initial Term and any Renewal Term(s) shall be referred to as the "Term." Time is of the essence in this Agreement.
5. **Confidentiality.** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by University or non-written information and data disclosed by University that is identified at the time of disclosure to Supplier as confidential or is reasonably understood by Supplier to be confidential. Supplier agrees to protect and maintain Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement and, upon request of University, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, Supplier shall be entitled to retain archival copies of Confidential Information

{00036701.DOCX; 16}

Page 1 of 8

Title: Master Agreement - Expenditure
Revised: 220727
Effective: 221227

for legal, regulatory, or compliance purposes. The obligations of this paragraph do not apply to information that is in the public domain; independently known, obtained, or discovered by Supplier; or hereafter supplied to Supplier by a third party without restriction. If Supplier is compelled by law to disclose any Confidential Information, it shall provide University with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at University's cost, if University wishes to contest the disclosure.

6. **Property Rights.** University will possess all rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance. Supplier and University acknowledge and agree that work created by Supplier in connection with its performance under this Agreement shall belong to University as "work-made-for-hire" as such term is defined under 17 USC § 201, as amended. In the event such works are not copyrightable subject matter or for any reason cannot legally be considered a work-made-for-hire, Supplier hereby assigns all right, title, and interest in and to work created by Supplier in connection with its performance under this Agreement to University and agrees to execute all documents required to evidence such assignment. University's rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance under this Agreement shall be exclusive and Supplier will not use, license, or permit such works to be used for any other purpose. Upon termination of this Agreement for any reason, University shall have the exclusive right, without further obligation to Supplier, throughout the world, in all languages, and in perpetuity to use the work created by Supplier in connection with its performance under this Agreement in any manner it deems appropriate, including, without limitation, editing, altering and revising such work. This provision shall survive the termination of this Agreement.

7. **Termination.** In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, University may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to Supplier. Upon termination, University shall promptly pay Supplier for all fees incurred up to and including the effective date of termination or Supplier will refund to University a prorated share of any prepaid fees.

8. **Representations and Warranties.** Supplier warrants that it will convey good title to all goods, free of all encumbrances, and all goods delivered shall be free from defects in workmanship, material, and manufacture, shall comply with the requirements of this Agreement, including any drawings or specifications incorporated or samples furnished by the Supplier, and shall be free from defects in design. Supplier further warrants all goods purchased hereunder shall be merchantable quality and shall be fit and suitable for the purposes intended. In the event Supplier is providing University with services, Supplier warrants and represents that each of its employees and agents to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Supplier further warrants the services provided will conform to the requirements of this Agreement and that in performing the services Supplier will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Agreement and are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, or payment by University. All warranties shall run to University. If any warranties specified herein or otherwise applicable are breached by Supplier, University may, at its election, require Supplier to correct at Supplier's sole expense any defect or nonconformance by repair or replacement or return any defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the purchase price or, in the case of services, require re-performance of the services or terminate this Agreement and receive a full refund. Supplier agrees to hold University harmless from any loss, damage, or expense, including court costs and reasonable attorneys'

fees, that University may suffer as a result of a breach or alleged breach of the foregoing warranties. The foregoing remedies are in addition to all other remedies University may have at law or in equity.

9. **Relationship of Parties.** No agency, partnership, or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship. Supplier is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. Supplier is not University's agent or representative and has no authority to bind or commit University to any agreements or other obligations.

10. **Liability.** To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students, for any loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, arising out of or in connection with its performance or nonperformance under this Agreement by Supplier and its officers, employees, agents, and subcontractors.

11. **Insurance.** Supplier shall at its own expense obtain and maintain throughout the Term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars (\$1,000,000.00) per occurrence, and three million dollars (\$3,000,000.00) general aggregate to cover such liability caused by, or arising out of, activities of Supplier and its agents and/or employees while engaged in or preparing for the provision of the Deliverables. If the Deliverables include providing technology services, software, or support, Supplier shall obtain and maintain cyber liability insurance coverage of not less than ten million dollars (\$10,000,000.00) per occurrence and in the aggregate throughout the Term of this Agreement to cover such liability resulting or arising from acts, errors, or omissions in rendering such technology services, software, or support. Upon request by University, Supplier shall furnish to University certificates of insurance evidencing that such insurance is effective prior to provision of the Deliverables. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Supplier under this Agreement. Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Supplier further agrees, upon request, to include University as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Supplier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

12. **Assignment.** This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder without the written agreement of the other party shall be void.

13. **Amendment.** This Agreement constitutes the entire understanding between University and Supplier with respect to the subject matter hereof and may not be amended except by an agreement signed by Supplier and an authorized representative of University.

14. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by either party shall be instituted in the state courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Supplier in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

15. **Conflict of Interest.** Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide to University a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, University may declare this Agreement void and of no further force or effect and University shall have no further obligations under this Agreement.

16. **Work Status Verification.** Supplier and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.

17. **Debarment List.** Supplier certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Supplier also certifies that Supplier, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the Term of the Agreement and Supplier shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Supplier becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Supplier become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Supplier to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

18. **Taxpayer Transparency Act.** Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. § 84-602.01, as may be amended), University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Supplier to notify University of any requested redactions to such contracts and documents under Neb. Rev. Stat. § 84-712.05(3) at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.

19. **Nondiscrimination.** Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as amended.

20. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of the University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Supplier shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Supplier shall cooperate with the University following any report of discrimination. In the event University determines that Supplier or an employee, agent, contractor, or other person affiliated with Supplier has engaged in discrimination, including harassment, or other inappropriate conduct, Supplier will take prompt and effective action, in accordance with the University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Supplier or the employee, agent, contractor, or other person affiliated with Supplier from providing the Deliverables. Supplier's failure to comply with the University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Supplier acknowledges that the University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Supplier and employees, agents, contractors, and other persons affiliated with Supplier who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by the University from time to time, including training regarding sexual harassment and diversity and inclusion.

21. **Criminal Background Investigations.** If applicable, Supplier represents and warrants that Supplier has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same degree of thoroughness as the background checks University conducts for its newly hired staff. Supplier agrees to update any background screening upon reasonable request by University, it being agreed that any request based upon the occurrence of any illegal activity involving Supplier or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. Supplier shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Supplier is an individual, University may require Supplier complete a background check consistent with current industry standards at University's request. Supplier shall not hire, retain, or engage any individual directly involved in the performance of services under the Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Supplier and Supplier's employees or agents directly performing services under the Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Supplier and Supplier's employees or agents ineligible to directly perform services under the Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Supplier and Supplier's employees or agents cannot be listed on any sex offender registry. Supplier agrees to ensure any third party with whom Supplier engages to provide any part of services provided under the Agreement agrees to the same restrictions, conditions, and requirements of this section in the same capacity as Supplier.

22. **Equal Opportunity (intentionally bolded).** Supplier shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), incorporated by reference with the following statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status."**

23. **Logos or University Marks.** Supplier shall not use or display any University name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Supplier agrees it will not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Supplier's business.

24. **Right to Audit Privilege.** The University reserves the right to audit or inspect work performed by the Supplier under the Agreement. The University may participate directly or through an appointed representative in order to verify that services related to the Agreement have been performed in accordance with the procedures indicated.

25. **Affiliates.** "Affiliates" for the purposes of this Agreement are agents, contractors, consultants, or other entities or individuals who are authorized by University to use the Deliverables. Affiliates may be added by University upon written notice to Supplier. The parties agree Affiliates may avail themselves to the benefits of this Agreement by way of a separate agreement between Affiliate and Supplier. Affiliates include, without limitation, any public agency or instrumentality of the government of the State of Nebraska

or political subdivisions within the State of Nebraska, any entity in which the Board of Regents of University has at least a fifty percent (50%) controlling interest, and The Nebraska Medical Center d/b/a Nebraska Medicine.

26. **Campuses.** By virtue of the authority granted by the Board of Regents of University of Nebraska, each Campus may execute certain contracts on their own behalf. Supplier acknowledges one or more Campuses may participate under this Agreement. The Campuses shall not be considered "Affiliates" for purposes of this Agreement.

27. **Compliance.** Supplier and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

28. **Incorporation and Priority of Documents.** Any document that is ancillary to this Agreement (including without limitation any solicitation, purchase order, addendum, exhibit, appendix, bid, proposal, quotation, or statement of work) ("Ancillary Document") constitutes part of this Agreement if 1) attached to the Agreement at execution thereof or 2) signed by an authorized signatory from each party at or subsequent to execution of the Agreement.

Notwithstanding any provision to the contrary in any of the following documents, precedence is established by the order of the following documents: 1) duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); 2) this Agreement and any Ancillary Document issued by the University and incorporated by reference into this Agreement; and 3) any Ancillary Document not issued by the University and incorporated by reference into this Agreement. In the event of conflicting or inconsistent provisions between any of the foregoing documents, a document identified with a lower numerical value in this section shall supersede a document identified with a higher numerical value in this section to the extent necessary to resolve any such conflict or inconsistency. In the event an issue is addressed in one of the foregoing documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur. Where terms and conditions specified in the Supplier's bid, proposal, or quotation differ from the terms and conditions in University's solicitation, the terms and conditions in the solicitation shall apply. Where terms and conditions specified in the Supplier's bid, proposal, or quotation supplement the terms and conditions in University's solicitation, the supplemental terms and conditions shall apply only if specifically accepted by University in writing.

29. **Severability.** The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

30. **Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

31. **Waiver.** A waiver of any term or provision of this Agreement by University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

32. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing sent via certified mail or hand delivery, effective when received and delivered to the addresses provided on the signature page of this Agreement.

33. **Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing

on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

34. **Subcontractors.** Supplier shall not subcontract all or substantially all of any facet of the services without the prior written approval of University. Supplier shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided, however, that no contractual relationship shall exist between any subcontractor and University, unless evidenced in a separate contract independent of this Agreement with Supplier.

35. **Unavailability of Funding.** Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Supplier. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such Agreement, termination, or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Supplier may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Supplier shall be entitled to receive just and equitable compensation for any satisfactory work performed up to the date of the notice of termination. In the event of unavailability of funding, the University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

36. **Delivery.** All shipments are to be made F.O.B. destination, freight prepaid, according to the delivery information provided in the applicable purchase order. Supplier shall make no partial deliveries under this Agreement without the University's consent unless otherwise indicated in the applicable purchase order. University may, but shall not be obligated to, inspect Supplier's performance under this Agreement from time to time. University's inspection, or lack of inspection, will not constitute an acceptance of any Deliverable or a waiver of any right or warranty or preclude University from rejecting any defective Deliverable. Supplier will coordinate lead times and delivery dates with the University. Time is of the essence with respect to delivery of goods and performance of services.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

University Department Approval (if applicable)

Signature: Pam Ehmke

Printed Name: Pam Ehmke

Title: Assistant Dean of Finance

Date: 11/16/2023 | 12:14 CST

University Primary Investigator (if applicable)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Board of Regents of the University of Nebraska

Signature: Anne Barnes

Printed Name: Anne Barnes

Title: Vice Chancellor Business and Finance

Date: 11/20/2023 | 11:06 CST

Supplier

Signature: Gill C. Wright III, MD

Printed Name: Gill Wright

Title: Director of Health

Date: 11/16/2023 | 09:45 CST

Notices to the University shall be sent to:

Pam Ehmke, Assistant Dean of Finance
pehmke@unmc.edu
984355 Nebraska Medical Center Omaha, NE
68198-4355

With copy to:

Legal Notices
C/O P2P Procurement Contracts
1700 Y Street, BSC 125
Lincoln, NE 68588-0645

I affirm that if I am an employee of the University of Nebraska, I have notified the University of my status as an employee and that this contract must be completed in accordance with Board of Regents Policy 6.2.1.16, Purchases Involving University Personnel.

Notices to Supplier shall be sent to:

Gill Wright
Gill.wright@nashville.gov
2500 Charlotte Avenue Nashville, TN 37209
615-340-5616

With copy to (optional):

Metropolitan Government of Nashville and Davidson County
Gill Wright, Director of Health
2500 Charlotte Avenue
Nashville, TN 37209
615-340-5616
Gill.wright@nashville.gov

SCOPE OF WORK

Metropolitan Government of Nashville and Davidson County will conduct and participate in the following activities during each project year:

- With assistance from CityMatCH and community-engaged scholars:
 - Develop a diverse coalition of community-based organizations, community members, COMSS providers (e.g., doulas and CHWs), and perinatal medical providers.
 - Create a diversity impact statement to guide development of the COMSS integration project.
 - Develop and implement a COMSS integration project in a geographic area of focus within their community.
 - Collect and report on evaluation data related to the COMSS integration project.
 - Participate in development and dissemination of project results.
- Compensate community members and COMSS providers for their participation in coalition teams, as needed.
- Facilitate site visits with CityMatCH staff and community-engaged scholars (4 site visits in year one, annually thereafter).
- Attend virtual training (quarterly).
- Attend in-person meetings (annually) – locations TBD.
 - No annual meeting in Project Year 1.
- Participate in monthly virtual team meetings.
- Submit UNMC-required invoices and contractual paperwork, as needed.

COMPENSATION

Contractor will be compensated up to \$160,743 for the project. \$150,000 for services provided and up to \$10,743 for travel to the annual CityMatCH conference, where site representatives will share their work with the larger Maternal and Child Health Field. Contractor will provide \$100,000 of the \$150,000 to support community organizations and community members engaged in the project.

All payments to non-residents will be subject to State of Nebraska tax withholding laws, deducting four percent (4%) withholding tax. The Independent Contractor must file a Nebraska State Income Tax Form to receive any applicable refund. Information on this withholding tax is at <http://www.revenue.state.ne.us/info/8-515.pdf>

Travel expenses are to be preapproved by the University and be in accordance with the University's travel policy located at - <https://nebraska.edu/-/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf>

ACCOUNTING

34-5450-2010-001 526900

INVOICING

Itemized invoice(s) should be sent to Denise Pecha at denise.pecha@unmc.edu and Pam Ehmke at pehmke@unmc.edu.

TERM

The contract will be for the period of September 30, 2023 through September 29, 2024.

University of Nebraska Non-Competitive Purchase Documentation

Board of Regents Policy 6.2.1.10 (b) provides that "except as otherwise provided in this purchasing policy, any purchase committing the University to an expenditure of \$150,000 or more shall be made to the lowest responsible bidder." Board of Regents Policy 6.2.1.7 provides that "if small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. There are exceptions allowed to this policy in 6.2.1.10 (f), which explains when competitive bidding is not required.

This form is designed to assist in complying with policy. It is to be used for purchases of \$150,000 or more that are not competitively bid or small purchases where quotations are not obtained. It must be signed by the person seeking the non-competitive purchase, as well as the funding approver and returned to your campus procurement office or the Office of the Vice President for Business and Finance.

INSTRUCTIONS for Completion of this Form:

Please check the category below for which your particular transaction qualifies as a non-competitive purchase. The column § (subsection) refers to Board Policy 6.2.1.10 (f). Incomplete forms will be returned.

§	EXCEPTION TO COMPETITIVE PURCHASE	
1.	Purchase of unique or non-competitive articles or services (e.g., "Sole Source"). Without limiting the generality of the foregoing sentence, examples of unique or non-competitive articles and services are public utility services, regulated central office telephone services, books, pamphlets and periodicals, and specially designed business, research or scientific equipment and related software. This category of purchase shall be accompanied by a written justification from the requesting unit and must have the prior written approval by the principal business officer or their designee.	<input type="checkbox"/>
2.	Contracts for professional services; provided, however, that any contract for architectural, engineering, land surveying or landscape architectural services shall be made in accordance with applicable law and Board of Regents policies requiring competitive negotiations for such services. "Professional Service" means (a) any type of service which requires a license or other legal authorization as a condition precedent to the rendering of the service, or (b) any other type of service commonly recognized as a professional service, including, but not limited to, accounting and auditing, actuarial, legal, personnel, financial, computing, management, marketing, educational program planning or evaluation, facilities planning or evaluation, insurance and risk management, or travel agency services. (See RP-6.2.1(4)(h))	<input checked="" type="checkbox"/>
3.	Purchases necessary in emergency situations.	<input type="checkbox"/>
4.	Contracts for maintenance or servicing of equipment with the manufacturer of the equipment or the manufacturer's authorized service agent, where in the judgment of the principal business officer such maintenance or service can be most effectively performed by the manufacturer or its authorized service agent.	<input type="checkbox"/>
5.	Contracts on capital construction projects (a) for the services of a construction manager who may or may not at the discretion of the University also be engaged on the project as the general contractor or (b) for the services of a design/build contractor who will be engaged on the project to furnish design services by a qualified architect or engineer and to provide general contractor services; provided, the contracts shall be awarded in accordance with RP-6.3.7.	<input type="checkbox"/>

Additional Required Information:

Supplier Name: City of Minneapolis Health Department	Amount of Purchase: \$ 160,743.00
Description Supporting Non-Competitive Purchase Determination: Metropolitan Government of Nashville & Davidson County was selected due to their local health dept needs & CityMatCH's ongoing working relationship with them. CityMatCH has a strong understanding of regional & local Nashville history as it relates to maternal and child health, which helps in working with local community members to address health disparities.	
Check HERE if additional supporting documentation attached <input type="checkbox"/>	

In accordance with Board of Regents Policy 6.2.1.16, Purchases Involving University Personnel, by signing below, you hereby affirm that you have no conflict of interest in the selection of this supplier, nor will you receive personal or financial benefit from this purchase.

<i>Chad Abresch</i>	Chad Abresh	10/23/2023
Requestor's Signature	Requestor's Name (Printed)	Date
<i>Pamela Ehmkke</i>	Pam Ehmkke	10/23/2023
Funding Approver's Signature	Funding Approver's Name (Printed)	Date

Submitted By (Procurement Services): <i>Mel Sinnard</i>	Approved By: <i>Anne Barnes</i>
Signature	Signature
Date: 11/19/2023	Date: 11/20/2023
Name (Printed): Mel Sinnard	Name (Printed): Anne Barnes

UM

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
Joanna Shaw-Kaikai 11/26/2024
FOEB3ACD4AFC4C1...
Interim Director, Metro Public Health Department Date

Signed by:
Tené Hamilton Franklin 11/26/2024
BEBF0BBF14D14B0...
Chair, Board of Health Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw 12/03/2024
Director, Department of Finance Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb 12/5/2024
Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

Derrick C. Smith 11/27/2024
Metropolitan Attorney Date

FILED:

Metropolitan Clerk Date