CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH AND CAPSTONE PEDIATRICS, LLC

This Agreement ("this Agreement" or "this Contract") 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 "**MPHD**") and **CAPSTONE PEDIATRICS, LLC.** (hereinafter referred to as "**Contractor**").

1. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1.1. Duties and Responsibilities

Contractor agrees to:

A. Provide staff members, including an audiologist and support staff, to provide diagnostic hearing tests and newborn hearing screenings.

B. Provide electronic health record charting and audiology-specific testing supplies.

C. Provide the needed disposable supplies to patients under Contractor's care.

D. Formulate a methodology that identifies which patients should be seen at Lentz Public Health Department ("Lentz") location or Metro Center.

E. Provide all services prescribed herein at hours/days mutually agreed upon by MPHD and Contractor.

F. Comply with all the rules, regulations, policies and procedures of MPHD while located on MPHD premises.

G. Be responsible for directing and supervising its officers, agents, or employees in the performance of this agreement.

MPHD agrees to:

A. Provide facility space to Contractor at Lentz building for the purpose of providing diagnostic hearing tests and newborn hearing screenings.

B. Ensure that any facility space provided is equipped with adequate furniture for participants and accessible electrical outlets for use by Contractor and can facilitate routine office functions (e.g., copying, printing, etc.).

C. Allow Contractor use of existing audiology equipment.

D. Provide testing equipment, and the costs of routine maintenance of said machines, in addition to providing the annual equipment calibration costs.

E. Provide routine disposable clinical items (e.g., gloves, curettes, specula).

F. Provide a computer monitor for mounting inside of the sound booth, along with a wireless keyboard. This provision shall only apply if a computer monitor and/or wireless keyboard is not provided with the original purchase of GSI AudioStar pro audiometer.

G. Be responsible for directing and supervising its officers, agents, or employees in the performance of this agreement.

2. CONTRACT TERM

2.1. Contract Term

The term of this contract will begin on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. The initial contract term will end twelve (12) months from the beginning date.

3. COMPENSATION

3.1. Contract Value

There shall be no cost to MPHD for the performance of services under this contract as described in Section 1 of this contract.

3.2. Other Fees

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

3.3. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

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, MPHD shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to MPHD for damages sustained by virtue of any breach by Contractor.

4.2. Lack of Funding

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

4.3. Notice

MPHD may terminate this contract at any time upon thirty (30) days written notice to Contractor. Should MPHD terminate this Contract, the Contractor shall immediately cease work and deliver to MPHD, within thirty (30) days, all completed or partially completed satisfactory work, and MPHD shall determine and pay to Contractor the amount due for satisfactory work.

5. NONDISCRIMINATION

5.1. Metro's Nondiscrimination Policy

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

5.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MPHD's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MPHD or in the employment practices of MPHD's Contractors. **Contractor certifies and warrants that it will comply with this nondiscrimination requirement.**Accordingly, all Proposers entering into contracts with MPHD 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 (ADA)

Contractor assures MPHD that all services provided through this Contract shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule, published in the Federal Register on July 23, 2004, as has been adopted by the Metropolitan Government of Nashville and Davidson County ("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 MPHD 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. 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.

6.5. Other Insurance Requirements

Prior to commencement of services, Contractor shall furnish MPHD 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 MPHD in lieu of or in addition to certificates of insurance.

Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-.

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

7. GENERAL TERMS AND CONDITIONS

7.1. Taxes

MPHD 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 MPHD.

7.2. Maintenance of Records

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

All documents and supporting materials related in any manner whatsoever to the contract or any designated portion thereof, which are in the possession of Contractor or any subcontractor or sub-consultant shall be made available to MPHD for inspection and copying upon written request from MPHD. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from MPHD. 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 MPHD, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

7.4. MPHD Property

Any MPHD 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 MPHD by Contractor upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be MPHD property.

7.5. Modification of Contract

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

7.6. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this Contract.

7.7. Waiver

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

7.8. Employment

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

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

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

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 MPHD 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 MPHD contracts.

7.12. Indemnification and Hold Harmless

A. Contractor shall indemnify 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 the 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.

7.13. Attorney Fees.

Contractor agrees that in the event either party takes legal action to enforce any provision of the 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.

7.14. Assignment--Consent Required

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

7.15. Entire Contract

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

7.16. Force Majeure

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

7.17. Governing Law

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

7.18. Venue

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

7.19. Severability

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

7.20. Notices and Designation of Agent for Service of Process

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

Metro Public Health Department
Fonda M. Harris
2500 Charlotte Avenue, Nashville, TN 37209
615-340-5686
615-340-0483
fonda.harris@nashville.gov

Notices to Contractor shall be emailed, mailed, or hand delivered to:
Capstone Pediatrics, LLC
Gary Griffieth
1420 Donelson Pike, Suite B-17, Nashville, TN 37217
615-785-8288
615-486-4218
ggriffieth@capstonepediatrics.com

7.24. Effective Date

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

7.25. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Contractor certifies that to the best of its knowledge and belief, neither the Contractor nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.

7.26 HIPAA Compliance

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

A. Contractor warrants that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Agreement.

B. Contractor warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by

HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.

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

[Remainder Of This Page Left Intentionally Blank]

[Signature page follows]

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

Contractor:
{Capstone Pediatrics, PLLC

By: _____, MD
[ ] CEO

CAROL JOLLY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

My Commission Expires
February 29, 2020

Sworn to and subscribed to before me, a Notary Public, this 3rd **day of** July **, [2018] , by** Gary G Griffeth, MD **, the** CEO **of Contractor and duly authorized to execute this instrument on Contractor's behalf.**

Carol Jolly
Notary Public

My Commission Expires 02-29-2020

CAPSTONE PEDIATRICS, LLC AUDIOLOGY

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

William S. Paul, M.D.
Director, Metro Public Health Department

8.16.2018
Date

Carol Etherington, ~~MSN, RN~~, FAAN
Chair, Board of Health

8.16.2018
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax-O'dneal
Director, Department of Finance

8.27.18
Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

9/11/18
Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

9/12/2018
Date

FILED:

Metropolitan Clerk

Date

CAPSPED-01 LPARKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/23/2018

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	CONTACT NAME: Julia Simpson	
Insight Risk Management, LLC 1107 8th Avenue South Nashville, TN 37203	PHONE (A/C, No, Ext): (615) 269-7887	FAX (A/C, No): (615) 469-3161
	E-MAIL ADDRESS: jsimpson@irmllc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hanover American Insurance Co	36064
INSURED Capstone Pediatrics, PLLC & Capstone Healthcare Consulting, LLC dba Centennial Pediatrics 1420 Donelson Pike Suite B17 Nashville, TN 37217	INSURER B :	
	INSURER C :	
	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	COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR			OZ5A140341	10/25/2017	10/25/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY							
	[ ] ANY AUTO			OZ5A140341	10/25/2017	10/25/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			OZ5A140341	10/25/2017	10/25/2018	EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Metro Nashville
Attn: Procurement
PO Box 196300
Nashville, TN 37219

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

Matt Felgenhauer

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