

**CONTRACT BETWEEN  
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH AND  
MONROE HARDING, INC.**

This Agreement is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH**, a municipal corporation of the State of Tennessee (hereinafter referred to as "MPHD") and **MONROE HARDING, INC.** (hereinafter referred to as "Agency").

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

**1.1. Duties and Responsibilities**

MPHD will hire an Administrative Assistant on a part-time basis for the collective impact initiative, ACE Nashville, and Agency will provide funding for that position, up to the contract value stated in term 3.1 below.

**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 12 months from the beginning date.

**3. COMPENSATION**

**3.1. Contract Value**

This contract has an estimated value of Eleven thousand two hundred forty four dollars (\$11,244). MPHD will invoice no more often than monthly, with all necessary supporting documentation.

**3.2. Other Fees**

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

**3.3. Electronic Payment**

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

## **4. TERMINATION**

### **4.1. Breach**

Should Agency 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 Agency of any liability to MPHD for damages sustained by virtue of any breach by Agency.

### **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 Agency.

### **4.3. Notice**

MPHD may terminate this contract at any time upon thirty (30) days written notice to Agency. Should MPHD terminate this contract, the Agency, within thirty (30) days, shall reimburse MPHD 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.

## **6. INSURANCE**

### **6.1. Proof of Insurance**

During the term of this contract, for any and all awards, Agency 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**

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

### **6.3. Other Insurance Requirements**

Prior to commencement of services, Agency 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, Agency 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 Agency. Furthermore, Agency understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MPHD.

### **7.2. Modification of Contract**

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

### **7.3. 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.

### **7.4. 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.

### **7.5. Compliance with Laws**

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

### **7.6. Taxes and Licensure**

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

### **7.7. Ethical Standards**

Agency hereby represents that Agency 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.

### **7.8. Indemnification and Hold Harmless**

- A. Agency 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 Agency, 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 Agency, 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 Agency, 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 Agency 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 Agency from any claims arising from any failure, regardless of any language in any attachment or other document that the Agency may provide.
  
- D. Agency shall pay Metro any expenses incurred as a result of Agency's failure to fulfill any obligation in a professional and timely manner under this contract.

#### **7.9. Attorney Fees.**

Agency 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, Agency shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for Metro.

#### **7.10. 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 Agency hereunder shall be assigned or transferred in whole or in part without the prior written consent of MPHD.

#### **7.11. 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.

#### **7.12. 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.

#### **7.13. 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 Agency may provide.

#### **7.14. Venue**

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

#### **7.15. 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.

#### **7.16. Notices and Designation of Agent for Service of Process**

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

Metropolitan Public Health Department  
William S. Paul, M.D., Director  
2500 Charlotte Avenue  
Nashville, TN 37209

Notices to Agency shall be emailed, mailed, or hand delivered to:

Monroe Harding, Inc.  
Anne Weber, Interim CEO  
1120 Glendale Lane  
Nashville TN, 37024

#### **7.17. Effective Date**

This contract shall not be binding upon the parties until it has been signed first by the Agency 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."

#### **7.18. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Agency certifies that to the best of its knowledge and belief, neither the Agency 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.

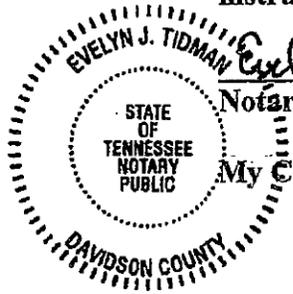
*Signature page follows.*

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

Agency: Monroe Harding

By: [Signature]  
CEO 8/22/18

Sworn to and subscribed to before me, a  
Notary Public, this 22nd  
day of August, [Year], 2018  
by David Popen, the  
Monroe Harding CEO of Agency  
and duly authorized to execute this  
instrument on Agency's behalf.



Evelyn J. Tidman  
Notary Public

My Commission Expires 5/6/19

**SIGNATURE PAGE  
FOR  
MONROE HARDING**

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

9.13.18

Date

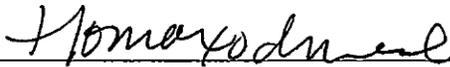


Carol Etherington, MSN, RN, FAAN  
Chair, Board of Health

9.13.18

Date

**APPROVED AS TO AVAILABILITY OF FUNDS:**



Talia Lomax-O'dneal  
Director, Department of Finance

9-27-18

Date

**APPROVED AS TO RISK AND INSURANCE:**



Director of Risk Management Services

10/30/18

Date

**APPROVED AS TO FORM AND LEGALITY:**



Metropolitan Attorney

10/30/18

Date

**FILED:**

Metropolitan Clerk

Date



Client#: 13855

MONRHAR

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2018

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 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 The Crichton Group 3011 Armory Drive Suite 250 615-383-9761 Nashville, TN 37204	CONTACT NAME: Tammy Oakley	
	PHONE (A/C, No, Ext): 615 383-9761	FAX (A/C, No): 615 383-4628
	E-MAIL ADDRESS: toakley@thecrichtongroup.com	
INSURED Monroe - Harding, Inc. 1120 Glendale Lane Nashville, TN 37204	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hanover American Insurance Comp	NAIC # 36064
	INSURER B : Hanover Insurance Company	22292
	INSURER C : Allied Eastern Indemnity Compan	11242
	INSURER D : Allmerica Financial Benefit Ins	41840
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ZZ5950080106	03/24/2018	03/24/2019	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 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		AW59502033	03/24/2018	03/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		UH5950095506	03/24/2018	03/24/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	0000066906	03/24/2018	03/24/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab		ZZ5950080106	03/24/2018	03/24/2019	\$1,000,000/\$3,000,000
A	Employee Theft ERISA Compliant		ZZ5950080106	03/24/2018	03/24/2019	\$125,000

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

Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

Automatic Additional Insured status applies to Commercial General Liability, Commercial Auto and Commercial Umbrella when required by written contract.

CERTIFICATE HOLDER Metro Nashville Health Department 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 <i>Cooper Jones</i>
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