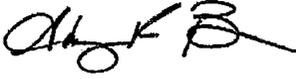


					
<b>CONTRACT</b> (fee-for-service contract with a federal or Tennessee local or quasi-governmental entity)					
Begin Date		End Date		Agency Tracking #	Edison Record ID
September 30, 2018		September 29, 2022		34347-49719	
Contractor Legal Entity Name					Edison Vendor ID
Metropolitan Government of Nashville and Davidson County					4
Subrecipient or Vendor			CFDA #		
<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor			93.946		
Service Caption (one line only)					
Child Fatality Review Services					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2019		\$5,300			\$5,300
2020		\$7,000			\$7,000
2021		\$7,000			\$7,000
2022		\$7,000			\$7,000
2023		\$1,700			\$1,700
<b>TOTAL:</b>		<b>\$28,000.00</b>			<b>\$28,000.00</b>
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - GU</i>		
 <p>Digitally signed by Adeniyi R. Bakare          DN: cn=Adeniyi R. Bakare,          o=Tennessee Department of Health,          ou=Division of Administrative Services,          email=Adeniyi.Bakare@tn.gov, c=US          Date: 2018.07.18 09:08:53 -05'00'          Adobe Acrobat DC version:          2015.006.30434</p>					
Speed Chart (optional)		Account Code (optional)			
HL00017171		70899000			

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HEALTH  
AND  
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Contractor," is for the provision of Child Fatality Review Services, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 4

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Service Definitions.
- a. CFR - Child Fatality Review.
  - b. SDY - Sudden Death in the Young refers to deaths of children under age nineteen (19) investigated by the medical examiner's office excluding homicides, suicides, overdoses, poisonings, and passengers in motor vehicle accidents.
  - c. SUID- Sudden Unexplained Infant Death.
- A.3. Service Goals.
- a. To review all SDY/SUID cases to gain a better understanding of what happened and how to prevent future child deaths.
  - b. To decrease the rate of child deaths in Tennessee.
- A.4. Service Recipients. Service recipients are families in Tennessee who have experienced one (1) or more SDY/SUID cases and those who investigate those deaths.
- A.5. Service Description. The Contractor shall review deaths of children in Davidson County occurring between 10/1/2018 and 9/29/2022, meeting SDY criteria, and provide, at a minimum, the following services:
- a. Review all deaths meeting the SDY criteria and categorize SUID cases, using the SUID algorithm (Attachment 2) provided by the Centers for Disease Control, during the review of the case at the child death review meeting.
  - b. Complete all data fields in the National Child Death Database required by the state CFR program within two (2) weeks of reviewing the death, and in accordance with the entry or submission requirements as set forth by the CFR Program.
  - c. Conduct a minimum of one (1) prevention activity as approved by the State related to sudden unexplained infant death, sudden cardiac death or sudden death in epilepsy.
- A.6. Service Reporting. The Contractor shall submit the following reports to the State:
- a. First progress report for the period October 1, 2018 - March 31, 2019, is due no later than April 30, 2019. Submit to the State the SDY Report as detailed in the format attached herein as Attachment 1 via email or U.S. Mail.

- b. Second progress report for the period April 1, 2019 - September 30, 2019, is due no later than October 31, 2019. Submit to the State the SDY Report as detailed in the format attached herein as Attachment 1 via email or U.S. Mail.
- c. Progress reports for the period October 1 through March 31st, is due no later than April 30th of each year 2019 through 2022. Submit to the State the SDY Report as detailed in the format attached herein as Attachment 1 via email or U.S. Mail.
- d. Progress reports for the period April 1 through September 29th, is due no later than October 31st of each year 2019 through 2022. Submit to the State the SDY Report as detailed in the format attached herein as Attachment 1 via email or U.S. Mail.

**B. TERM OF CONTRACT:**

This Contract shall be effective for the period beginning on September 30, 2018 ("Effective Date") and ending on September 29, 2022 ("Term"). The State shall have no obligation to the Contractor for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Twenty Eight Thousand Dollars (\$28,000.00). The payment rates in section C.3. shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
a. Submission of Progress Report: October 1, 2018 - March 31, 2019	\$3,500
b. Submission of Progress Report: April 1, 2019 - September 30, 2019	\$3,500
c. Submission of Progress Report: October 1, 2019 - March 31, 2020.	\$3,500.

d. Submission of Progress Report: April 1, 2020 – September 30, 2020	\$3,500
e. Submission of Progress Report: October 1, 2020 - March 31, 2021	\$3,500
f. Submission of Progress Report: April 1, 2021 – September 30, 2021	\$3,500
g. Submission of Progress Report: October 1, 2021 – March 31, 2022	\$3,500
h. Submission of Progress Report: April 1, 2022 – September 29, 2022	\$3,500

\* NOTICE: The amount(s) per compensable increment detailed above shall be contingent upon the State's receipt of an invoice (Attachment 3) (as required in section C.5., below) for said service(s) within forty-five (45) days after the end of the calendar month in which the service(s) were rendered. At the sole discretion of the State, the amount per compensable increment of any service for which the State receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the State, the Contractor must submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Contractor's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3., above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

By email: [rachel.heitmann@tn.gov](mailto:rachel.heitmann@tn.gov)

By mail:

Rachel Heitmann, Director, Injury Prevention, Infant Mortality Reduction and Death Review Child Fatality Review Program  
Tennessee Department of Health  
8<sup>th</sup> Floor, Andrew Johnson Tower  
710 James Robertson Parkway  
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date
  - (3) Contract Number (assigned by the State)
  - (4) Customer Account Name: Tennessee Department of Health/Division of Family Health and Wellness.
  - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
  - (6) Contractor Name
  - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
  - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
  - (9) Contractor Remittance Address
  - (10) Description of Delivered Service
  - (11) Complete Itemization of Charges, which shall detail the following:
    - i. Service or Milestone Description (including name & title as applicable) of each service invoiced

- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

#### D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the

Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or

provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.20. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 *et seq.*, addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Rachel Heitmann, Director, Injury Prevention, Infant Mortality Reduction and Death Review  
 Child Fatality Review Program  
 Tennessee Department of Health  
 Andrew Johnson Tower, 8<sup>th</sup> Floor  
 710 James Robertson Parkway  
 Nashville, TN 37243  
 Email Address: Rachel.Heitmann@tn.gov  
 Telephone # 615-741-0368  
 FAX # 615-741-1063

The Contractor:

William S. Paul, M.D., Director  
 Metro Public Health Department  
 Metropolitan Government of Nashville and Davidson County  
 2500 Charlotte Avenue  
 Nashville, Tennessee 37209  
 Email Address: bill.paul@nashville.gov  
 Telephone # (615) 340-5622  
 FAX #: (615) 340-2131

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the

Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

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

- E.5. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State 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 Contract.
  - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
  - c. The State and the Contractor will sign documents, including but not limited to business associate agreements (Attachment 4), as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.6. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default. The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall and any of the prohibitions of sections a-d.
- E.7. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable

requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
  - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
    - i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

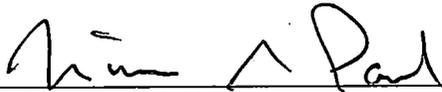
Executive means officers, managing partners, or any other employees in management positions.
  - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
    - i. Salary and bonus.
    - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
    - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
    - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
    - v. Above-market earnings on deferred compensation which is not tax qualified.
    - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.

- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

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

10.11.2018  
 \_\_\_\_\_  
 Date

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

10.11.2018  
 \_\_\_\_\_  
 Date

APPROVED AS TO AVAILABILITY OF FUNDS

  
 \_\_\_\_\_  
 Talia Lomax-O'dneal  
 Director, Department of Finance *LC AT*

11-7-18  
 \_\_\_\_\_  
 Date

APPROVED AS TO RISK AND INSURANCE

  
 \_\_\_\_\_  
 Director of Risk Management Services

11/14/18  
 \_\_\_\_\_  
 Date

APPROVED AS TO FORM AND LEGALITY

  
 \_\_\_\_\_  
 Metropolitan Attorney

11/14/18  
 \_\_\_\_\_  
 Date

FILED:

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

\_\_\_\_\_  
 Date

**DEPARTMENT OF HEALTH**

\_\_\_\_\_  
 John J Dreyzehner, MD, MPH, FACOEM  
 Commissioner

\_\_\_\_\_  
 Date

Date: \_\_\_\_\_

Grantee Name \_\_\_\_\_

Name:

Phone number:

Email:

Reporting Period (check one):

- September 30 - March 31
- April 1 - September 30

Number of cases reviewed at child death review meetings:

Number of SUID cases categorized using the provided CDC algorithm:

Number of CFR cases with information entered into the National Child Death Reporting System within 2 weeks of review:

Describe any SDY prevention activities completed:

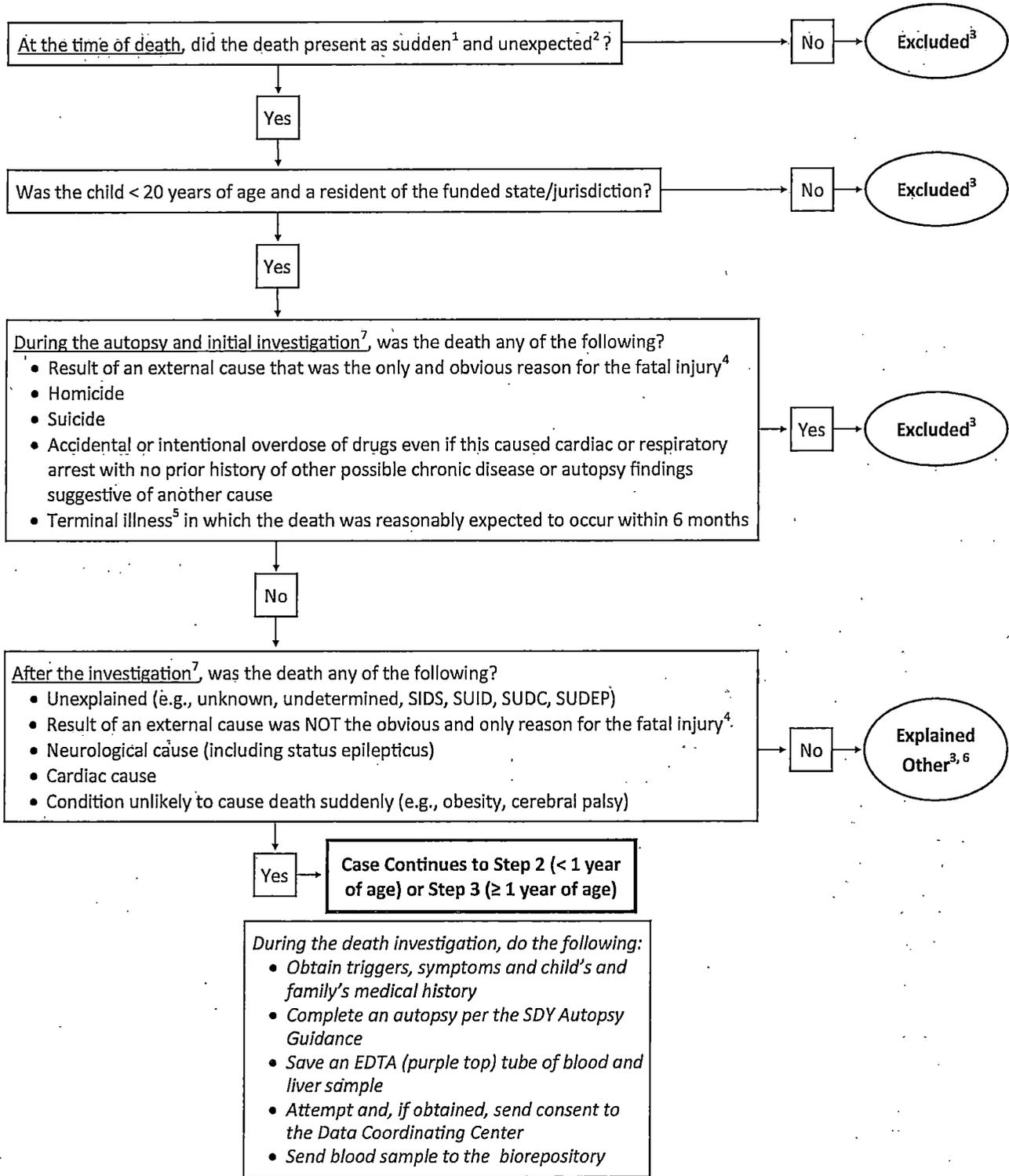
List and briefly describe a barrier (if there has been any) or challenge:

Other (any information that you would like to provide):

# SUID Case Registry Algorithm-Step One

Attachment 2

STEP 1: COMPLETED BY MEDICAL EXAMINER/CORONER/PATHOLOGIST WHEN IDENTIFYING CASES



<sup>1</sup>Death within 24 hours of first symptom or death in hospital after resuscitation from a cardiac event.

<sup>2</sup>Death of someone who was believed to be in good health or had a stable chronic condition or had an acute illness that would not be expected to cause death.

<sup>3</sup>No consent necessary, but if consent was obtained, send in sample and consent, and retain all data entered into the Case Reporting System (CRS).

<sup>4</sup>Cases in which the underlying cause of the fatal event (e.g., drowning, infant suffocation, drivers in motor vehicle crashes, etc.) may be cardiac or neurological in origin should not be considered the 'result of an external cause that was the obvious and only reason for the fatal injury' and should continue to Step 2 or 3.

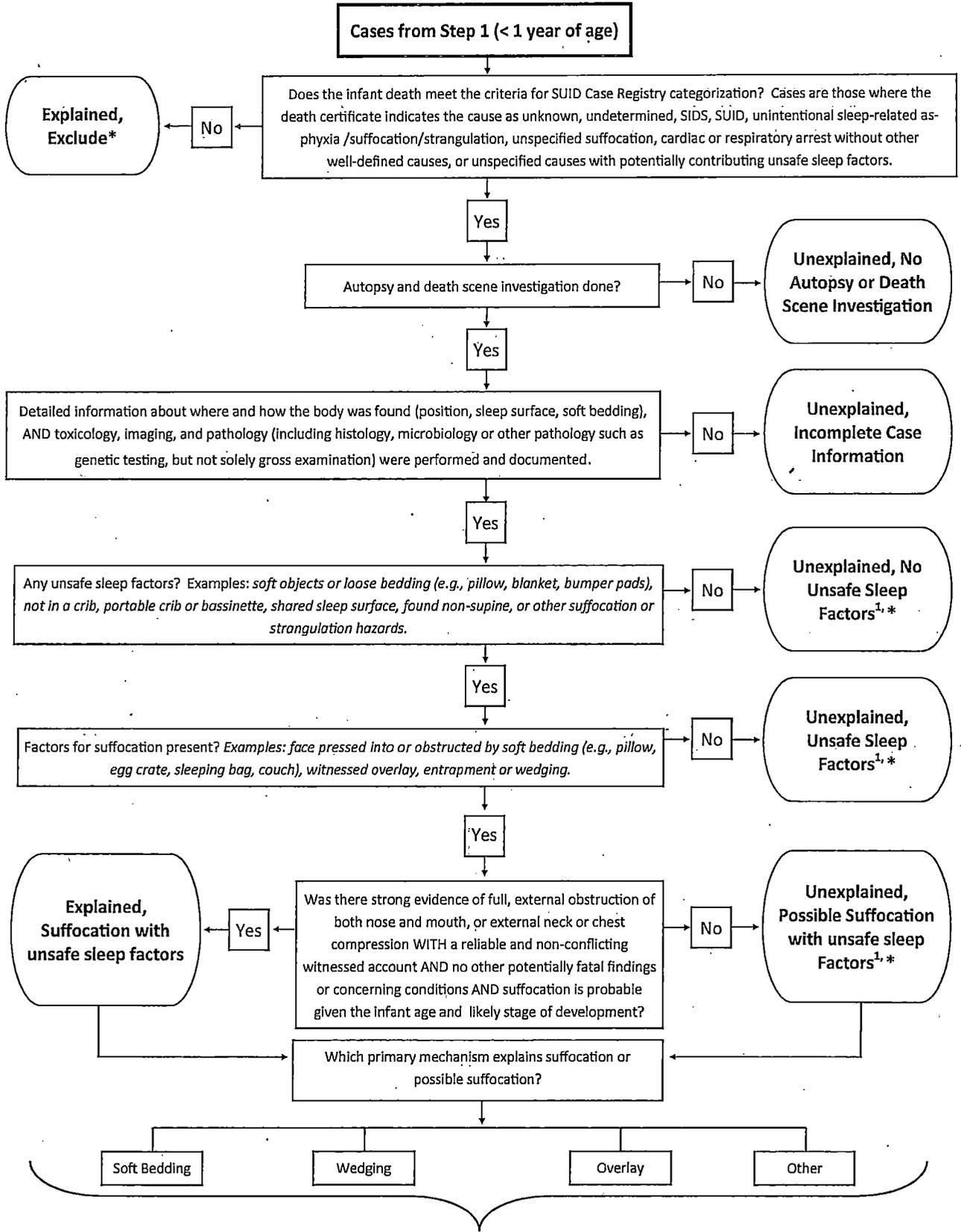
<sup>5</sup>Diagnosis prior to death that is incurable and irreversible.

<sup>6</sup>Yes to M1; enter minimum of age, sex, cause of death, and category in the CRS; no Advanced Review necessary.

<sup>7</sup>Investigation is defined as any attempt, by any agency, to seek information about the death.

# SUID Case Registry Algorithm Step Two

STEP 2: COMPLETED AT CHILD DEATH REVIEW FOR INFANTS - SUID CATEGORIZATION



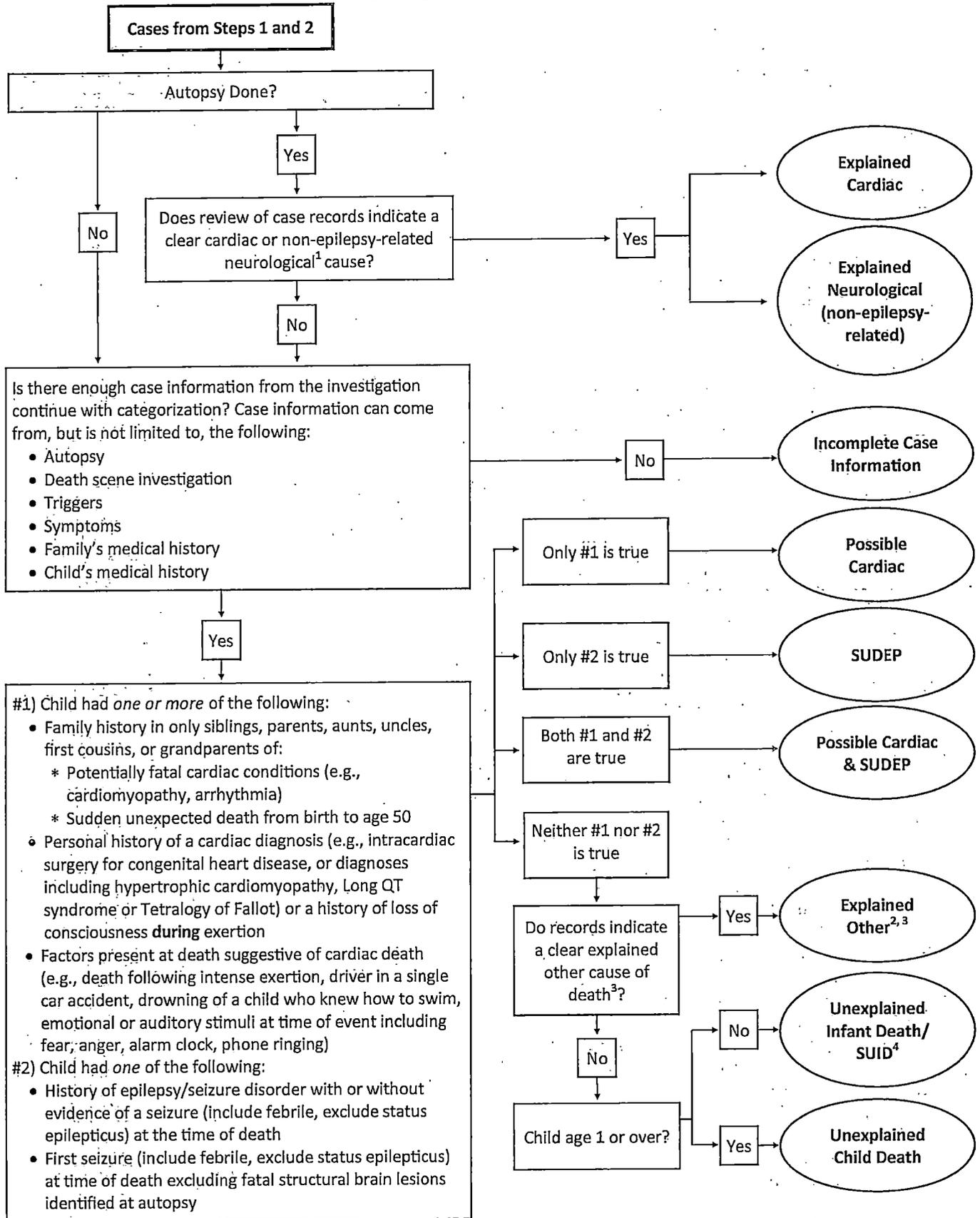
- \*Excluded, No Unsafe Sleep Factors, Unsafe Sleep Factors, and Possible Suffocation continue to Step 3
- Explained Suffocation is the terminal category for both SUID and SDY, should not continue to Step 3 and no consent necessary<sup>2</sup>
- No Autopsy or Death Scene Investigation and Incomplete Case Information should both be assigned the SDY category Incomplete Case Information and should not continue to Step 3

<sup>1</sup>Category includes cases that may or may not have other potentially fatal findings, concerning conditions, or competing cause of death, but how these factors contribute to death is uncertain.  
<sup>2</sup>If consent was obtained, send in sample and consent, and retain all data entered into the Case Reporting System (CRS).  
 Last updated June 2017 (v5)

# SUID Case Registry Algorithm Step Three

Attachment 2

STEP 3: COMPLETED AT ADVANCED REVIEW



<sup>1</sup>Includes first seizure at time of death with neurological process that could have independently led to death found on autopsy. (e.g., large subarachnoid hemorrhage, meningitis, or encephalitis).

<sup>2</sup>No consent necessary, but if consent was obtained, send in sample and consent, and retain all data entered into the Case Reporting System (CRS).

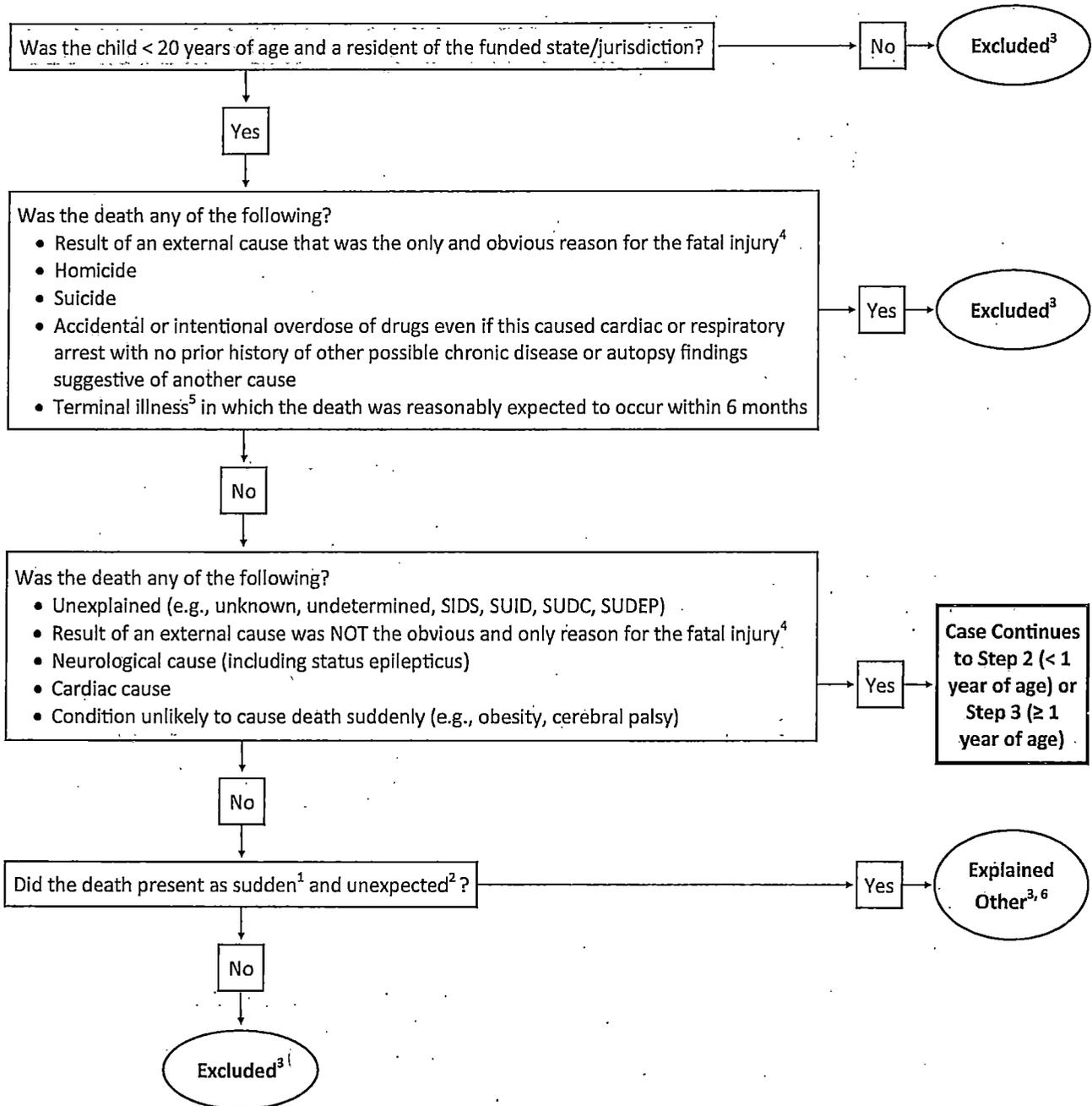
<sup>3</sup>Does not include infant suffocation cases and does include status epilepticus at the time of death.

<sup>4</sup>Include all Sudden Unexpected Infant Death (SUID) cases including those the Advanced Review Team deems to be suffocation.

# SUID Case Registry Algorithm-Appendix

Attachment 2

APPENDIX: COMPLETED WHEN IDENTIFYING CASES USING VITAL RECORDS FOR CASE ASCERTAINMENT CHECK



<sup>1</sup>Death within 24 hours of first symptom or death in hospital after resuscitation from a cardiac event.

<sup>2</sup>Death of someone who was believed to be in good health or had a stable chronic condition or had an acute illness that would not be expected to cause death.

<sup>3</sup>No consent necessary, but if consent was obtained, send in sample and consent, and retain all data entered into the Case Reporting System (CRS).

<sup>4</sup>Cases in which the underlying cause of the fatal event (e.g., drowning, infant suffocation, drivers in motor vehicle crashes, etc.) may be cardiac or neurological in origin should not be considered the 'result of an external cause that was the obvious and only reason for the fatal injury' and should continue to Step 2 or 3.

<sup>5</sup>Diagnosis prior to death that is incurable and irreversible.

<sup>6</sup>Yes to M1; enter minimum of age, sex, cause of death, and category in the CRS; no Advanced Review necessary.

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

**For ACCOUNTS MANAGEMENT OFFICE USE ONLY**

<b>PO#</b>	<b>LINE#</b>	<b>RECEIPT #</b>	<b>TDOH AGENCY INVOICE #</b>
<b>EDISON CONTRACT #</b>			
<b>EDISON VENDOR #</b>		<b>EDISON ADDRESS LINE #</b>	<b>VOUCHER #</b>

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE	INVOICE NUMBER
	INVOICE DATE
	INVOICE PERIOD
	FROM <span style="float: right;">TO</span>
Edison Vendor #	CONTRACT PERIOD
CONTRACTING STATE AGENCY <span style="float: right;">Tennessee Department of Health</span>	FROM <span style="float: right;">TO</span>
PROGRAM AREA	CONTACT PERSON/TELEPHONE NO.
OCR CONTRACT NUMBER	

MILESTONES	(A) TOTAL CONTRACT BUDGET	(B) AMOUNT BILLED YTD  (MO./DAY/YR.)	(C) MONTHLY EXPENDITURES DUE	FOR CENTRAL OFFICE USE ONLY
				SPEEDCHART NUMBER:
				USERCODE:
				PROJECT ID:
				AMOUNT:
				SPEEDCHART NUMBER:
				USERCODE:
				PROJECT ID:
				AMOUNT:
				SPEEDCHART NUMBER:
				USERCODE:
				PROJECT ID:
				AMOUNT:
				SPEEDCHART NUMBER:
				USERCODE:
				PROJECT ID:
				AMOUNT:
<b>TOTAL</b>	\$0.00	\$0.00	\$0.00	

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes  
These services are for  medical services  
 non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION  
FOR FISCAL USE ONLY

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTACHMENT:



## **BUSINESS ASSOCIATE AGREEMENT AND SERVICE LEVEL AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter agreement) is between Tennessee Department of Health (hereinafter Covered Entity) and **METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY 34347-49719** (hereinafter Business Associate). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

### **BACKGROUND**

Covered Entity acknowledges that it is subject to the Privacy Rule (45 C.F.R. Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191.

**Business Associate acknowledges that effective February 17, 2010, the American Recovery and Reinvestment Act of 2009 (Pub. L.111-5), pursuant to Title XIII of Division A and Title IV of Division B, entitled the "Health Information Technology for Economic and Clinical Health" (HITECH) Act, which modifies the HIPAA Privacy and Security Rules, subjects and obligates the Business Associate to protect patient health information to the same extent and manner as the Covered Entity under the Privacy Rule (45 C.F.R. Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191. 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 shall apply to a business associate of a covered entity in the same manner that these sections apply to the covered entity.**

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information (PHI) (defined in Section 1.7 below). Said Service Contracts are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein. In accordance with the federal privacy regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A and E, which require Covered Entity to have a written contract with each of its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this Agreement.

### **1. DEFINITIONS**

- 1.1. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.304, 164.501 and 164.504.
- 1.2. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. 42 U.S.C.A. § 17921.
- 1.3. "Breach of the security system" under T.C.A. § 47-18-2107 means unauthorized acquisition of unencrypted computerized data that materially compromises the security of confidentiality or integrity of personal information maintained by the information holder.
- 1.4. "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

- 1.5. "Electronic Health Record" shall have the same meaning as set forth in the HITECH Act; "Electronic Protected Health Information" shall have the same meaning as set forth in 45 C.F.R. § 160.103, limited to the information that the Business Associate creates, receives, maintains, or transmits for or on behalf of the Covered Entity.
- 1.6. "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.7. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.8. "Information Holder" means any person or business that conducts business in this state, or any agency of the state of Tennessee or any of the political subdivisions, that owns or stores computerized data that includes personal information. T.C.A. § 47-18-2107(a)(2).
- 1.9. "Personal Information" means an individual's first name or first initial and last name, in combination with any one (1) or more of the following data elements, when either the name or the data elements are not encrypted: social security number, drivers license number, or account number, credit or debit card number; in combination with required security code, access code, or password that would permit access to an individual's financial account. T.C.A. § 47-18-2107(a)(3)(A)
- 1.10. "Privacy Officer" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a) (1).
- 1.11. "Privacy Rule" shall mean the Standards for Privacy for Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.
- 1.12. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.13. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.501.
- 1.14. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- 1.15. "Security Event" shall mean an immediately reportable subset of security incidents which would include:
  - a) a suspected penetration of Business Associate's information system of which the Business Associate becomes aware but for which it is not able to verify within FORTY-EIGHT (48) HOURS (of the time the Business Associate became aware of the suspected incident) that PHI or other confidential data was not accessed, stolen, used, disclosed, modified, or destroyed;
  - b) any indication, evidence, or other security documentation that the Business Associate's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Business Associate cannot refute the indication within FORTY-EIGHT (48) HOURS of the time the Business Associate became aware of such indication;

- c) a breach of the security of the Business Associate's information system(s)(see definition 1.3 above), by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of PHI; and/or
- d) the unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the covered Entity by an employee or authorized user of Business Associate's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the Covered Entity.
- e) a security incident involving 500 or more patients shall be reported to HHS immediately and a security incident involving less than 500 patients shall be reported to HHS annually.

If data acquired (including, but not limited, to access to or use, disclosure, modification or destruction of such data) is in encrypted format but the decryption key which would allow the decoding of the data is also taken, the parties shall treat the acquisition as a breach for purposes of determining appropriate response.

- 1.16. "Security Incident" shall mean the attempt or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 1.17. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information" at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- 1.18. "Services Agreement" shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to the covered entity which involves the use or disclosure of Protected Health Information. The services Agreement is amended by and incorporates the terms of the business associate agreement.
- 1.19. "Unsecured Protected Health Information" is protected health information that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under 42 U.S.C.A. § 17932(h)(2) decoding of the data is also taken, the parties shall treat the acquisition as a breach for purposes of determining appropriate response.

## **2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (PRIVACY RULE)**

- 2.1. Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this Agreement, Service Contracts as required by law. In case of any conflict between this Agreement and Service Contracts, this Agreement shall govern.
- 2.2. Business Associate agrees to implement administrative, including policies, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI, including EPHI, that it creates, receives, maintains, or that it transmits on behalf of the covered entity to prevent use or disclosure of PHI other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose PHI only as permitted or

required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary.

- 2.3. Business Associate shall, following a breach of unsecured PHI, as defined in the HITECH Act, immediately notify the Covered Entity pursuant to the terms of 45 C.F.R. § 164.410, cooperate in the Covered Entity's analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known or should have been known or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide notification to the Covered Entity without unreasonable delay and in no event later than twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure. Such notification will contain the elements required in 45 C.F.R. § 164.410; and
- 2.4. Business Associate shall, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 C.F.R. §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements become applicable to Business Associates. Business Associate will not accept payment in exchange for PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable patient/individual. Business associate shall not engage in any communication which might be considered marketing under the HITECH Act. Further, business Associate shall, pursuant to the HITECH Act and its implementing regulations, comply with applicable requirements of the Security Rule, contained in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associates.
- 2.5. Business Associate shall within ten (10) days of a written request from the Covered Entity and its agents or subcontractors allow the Covered Entity to conduct a reasonable inspection of the facility, systems, books, records agreements, policies and procedures relating to the use, or disclosure of protected health information pursuant to this Agreement for the purpose of monitoring compliance with the terms of this Agreement.
- 2.6. Business Associate shall require any agent, including a subcontractor, to whom it provides PHI received from, created or received by, Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 2.7. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement. Business Associate agrees to require its employees, agents, and subcontractors to immediately report, to Business Associate, any use or disclosure of Protected Health Information in violation of this Agreement, and to report to Covered Entity any use or disclosure of the PHI not provided by or agreed upon in this Agreement.
- 2.8. If Business Associate receives PHI from Covered Entity in a Designated Record Set, then Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524, provided that Business Associate shall have at least thirty (30) days from Covered Entity's notice to provide access to, or deliver such information.
- 2.9. If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to make any amendments to

Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least thirty (30) days from Covered Entity notice to make an amendment.

- 2.10. Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information, relating to the use and disclosure of PHI received from, created by or received by Business Associate on behalf of, Covered Entity available to the Covered Entity or to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Covered Entity or the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.
- 2.11. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 C.F.R. §164.528.
- 2.12. Business Associate agrees to provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, provided that Business Associate shall have at least thirty (30) days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the Protected Health Information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.
- 2.13. Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule. Business Associate understands and agrees that the definition of "minimum necessary" has not been established by HHS guidance and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- 2.14. Business Associate agrees it must use reasonable efforts to limit any use, disclosure, or request for use of disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.
- 2.15. Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.
- 2.16. Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Agreement, to comply with the Privacy Rule's minimum necessary requirements when making any request for PHI from Covered Entity.
- 2.17. Business Associate agrees to adequately and properly maintain all Protected Health Information received from, or created or received on behalf of, Covered Entity, document subsequent uses and disclosures of such information by Business Associate as may be deemed necessary and appropriate by the Covered Entity, and provide Covered Entity with reasonable access to examine and copy such records and documents during normal business hours of Business Associate.

- 2.18. Business Associate agrees that Covered Entity may at any time review Business Associate's privacy policies and procedures to determine whether they are consistent with Covered Entity's policies, procedures, and privacy practices, and shall promptly notify Business Associate in writing regarding any modifications Covered Entity may reasonably believe are needed in order to meet Covered Entity's requirements.
- 2.19. If Business Associate receives a request from an individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for PHI in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.
- 2.20. Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

### **3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)**

- 3.1. Business Associate agrees to fully comply with the requirements under the Security Rule applicable to "business associates" as such terms is defined in the Security Rule. In case of any conflict between this Agreement and Service Contracts, this agreement shall govern.
- 3.2. Business Associate Agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Security Rule. This includes specifically, but not limited to, the utilization of technology commercially available at the time to the Business Associate to protect the Covered Entity's PHI against any reasonably anticipated threats or hazards. The Business Associate understands that it has an affirmative duty to perform a regular review or assessment of security risks, conduct active risk management and supply best efforts to assure that only authorized persons and devices access its computing systems and information storage, and that only authorized transactions are allowed. The Business Associate will maintain appropriate documentation of its compliance with the Security Rule.
- 3.3. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI received from, maintained, or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI supplied by Covered Entity, shall execute a bilateral contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, incorporating the same restrictions and conditions in this Agreement with Business Associate regarding PHI.
- 3.4. Tennessee Consumer Notice of System Breach. Business Associate understands that the Covered Entity is an "information holder" (as may be Business Associate) under the terms of T.C.A. § 47-18-2107, and that in the event of a breach of the Business Associate's security system as defined by that statute and Definition 1.7 of this agreement, the Business Associate shall indemnify and hold the Covered Entity harmless for expenses and/or damages related to the breach. Such obligations shall include, but is not limited to, the mailed notifications to any Tennessee resident whose personal information is reasonably believed to have been acquired by an unauthorized individual.

In the event that the Business Associate discovers circumstances requiring notification of more than a thousand (1,000) persons at one time, the person shall also notify, without unreasonable delay, all consumer reporting agencies and credit bureaus that compile and maintain files on consumers on a nationwide basis, as defined by 15 U.S.C. §1681a, of the timing distribution and content of the notices. Substitute notice as defined T.C.A. § 47-18-2107(e)(2) and (3), shall not be permitted except as approved in writing in advance by the Covered Entity. The parties agree that PHI includes data elements in addition to those included by "personal information" under T.C.A. § 47-18-2107, and agree that Business Associate's responsibilities under this paragraph shall include all PHI and PII.

- 3.5. Reporting of Security Incidents. The Business Associate shall track all security incidents as defined by HIPAA. The Business Associate shall reasonably use its own vulnerability assessment of damage potential and monitoring to define levels of Security Incidents and responses for Business Associate's operations. However, the Business Associate shall expediently notify the Covered Entity's Privacy Officer of any Security Incident which would constitute a Security Event as defined by this Agreement, including any "breach of the security of the system" under T.C.A. § 47-18-2107, in a preliminary report within two (2) business days of any unauthorized acquisition including, but not limited to, use, disclosure, modification, or destruction of PHI by an employee or otherwise authorized user of its system of which it becomes aware with a full report of the incident not less than five (5) business days of the time it became aware of the incident.
- 3.5.1 Business Associate shall identify in writing key contact persons for administration, data processing, Marketing, Information Systems and Audit Reporting within thirty (30) days of execution of this Agreement. Business Associate shall notify Covered Entity of any reduction of in-house staff persons during the term of this Agreement in writing within ten (10) business days.
- 3.6. Contact for Security Event Notice. Notification for the purposes of Sections 2.7, 3.4 and 3.5 shall be in writing made by certified mail or overnight parcel within two (2) business days of the event, with supplemental notification by facsimile and/or telephone as soon as practicable, to the designated Privacy Official of the Covered Entity in accordance to 8.5 Notices and Communications.
- 3.7. Security Compliance Review upon Request. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the security of electronic PHI received from, created by or received by Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the requester, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.
- 3.8. Cooperation in Security Compliance. Business Associate agrees to fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the Security Rule.

#### **4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- 4.1. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contracts, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- 4.2. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information as required for Business Associate's proper management and

administration or to carry out the legal responsibilities of the Business Associate. In the event a party to this Agreement receives a subpoena, court order, or other demand for the information in this Agreement, the receiving party shall immediately inform the other party in writing concerning the demand.

- 4.3. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or provided that, if Business Associate discloses any Protected Health Information to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality of Protected Health Information and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality of the Protected Health Information is breached.
- 4.4. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(I)(B).

## **5. OBLIGATIONS OF COVERED ENTITY**

- 5.1. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
- 5.2. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses.
- 5.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use of Protected Health Information.

## **6. PERMISSIBLE REQUESTS BY COVERED ENTITY**

- 6.1. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

## **7. TERM AND TERMINATION**

- 7.1. Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, Section 7.3 below shall apply.
- 7.2. Termination for Cause.

- 7.2.1. This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy Rule or this Agreement.
- 7.2.2. Upon Covered Entity's knowledge of a material breach by Business Associate,
- 7.2.2.1. Covered Entity shall, whenever practicable, provide a reasonable opportunity for Business Associate to remedy the breach or end the violation.
- 7.2.2.2. If Business Associate has breached a material term of this Agreement and remedy is not possible or if Business Associate does not remedy a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and Service Contracts.
- 7.2.2.3. If neither remedy nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.

7.3. Effect of Termination.

- 7.3.1. Except as provided in Section 7.3.2 below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 7.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is unfeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such Protected Health Information.

## 8. MISCELLANEOUS

- 8.1. Regulatory Reference. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- 8.2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191. Business Associate and Covered Entity shall comply with any amendment to the Privacy Rule, the Health Insurance Portability and Accountability Act, Public Law 104-191, and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.

- 8.3. Survival. The respective rights and obligations of Business Associate under Section 7.3. of this agreement shall survive the termination of this Agreement.
- 8.4. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.
- 8.5. Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

**COVERED ENTITY:**

Tennessee Department of Health  
 Timothy Gregory, Privacy Officer  
 710 James Robertson Parkway (5<sup>th</sup> Floor) Nashville, TN 37243  
 Email: [Timothy.Gregory@tn.gov](mailto:Timothy.Gregory@tn.gov)  
 Telephone: 615-741-1969  
 Fax: 615-253-3926

Tennessee Department of Health  
 Mike Moak, Security Officer  
 710 James Robertson Parkway (6<sup>th</sup> Floor) Nashville, TN 37243  
 Email: [Mike.Moak@tn.gov](mailto:Mike.Moak@tn.gov)  
 Telephone: 615-741-0899  
 Fax: 615-253-3926

**BUSINESS ASSOCIATE:**

Metropolitan Government of Nashville and Davidson County  
 William Paul, MD – Director of Health  
 2500 Charlotte Avenue  
 Nashville, TN 37209  
[bill.paul@nashville.gov](mailto:bill.paul@nashville.gov)  
 Telephone # (615) 340-5622

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

- 8.6. Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- 8.7. Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable

law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

- 8.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- 8.9. Compensation. There shall be no remuneration for performance under this HIPAA Business Associate Agreement except as specifically provided by, in, and through, contractual relationships referenced herein.

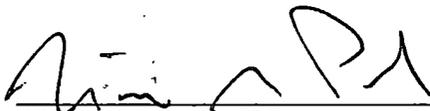
IN WITNESS WHEREOF,

TENNESSEE DEPARTMENT OF HEALTH:

\_\_\_\_\_  
JOHN J. DREYZEHNER, MD, MPH, FACOEM

\_\_\_\_\_  
Date

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:



\_\_\_\_\_  
WILLIAM S. PAUL M.D.  
DIRECTOR, METRO PUBLIC HEALTH DEPARTMENT

10.11.2018

\_\_\_\_\_  
Date