

MEMORANDUM OF UNDERSTANDING
Between
The Metropolitan Public Health Department
and
Siloam Family Health Center

This Memorandum of Understanding ("MOU") is entered into this _____ day of _____, 2019, by and between the **Metropolitan Public Health Department** ("MPHD") and the **Siloam Family Health Center** ("Siloam").

WHEREAS, both the MPHD and Siloam, in part, serve the refugee community of Nashville and Davidson County;

WHEREAS, MPHD currently has a contract for third-party services for reading X-rays to check for Tuberculosis ("TB") in recent refugees;

WHEREAS, Siloam is currently the first stage in providing medical services to recent refugees;

WHEREAS, refugees are currently sent to an MPHD facility to receive X-rays for TB screening and some patients do not make the facility transfer;

WHEREAS, Siloam has the equipment to provide X-rays for TB at their facility

WHEREAS, it is the desire of the respective Parties, that MPHD provide staff to Siloam to utilize the Siloam equipment and provide X-rays to MPHD's third-party contractors for review:

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

1. DUTIES AND RESPONSIBILITIES

Siloam agrees to provide MPHD access to their facility and the use of Siloam's X-ray equipment on dates that are mutually agreed upon between the Parties for the limited purpose of conducting X-ray screenings for TB on recent refugees as identified by Siloam.

MPHD agrees to provide Siloam with an MPHD employee to take X-rays using the Siloam's facilities and equipment on the mutually agreed upon dates to send to MPHD's third-party contractors for analysis.

2. TERM

The term of this MOU will commence on _____, 2019 and continue through August 27, 2019. This MOU may be extended by amendment. The option to extend shall be exercised by and at the discretion of MPHD through written notification to Siloam as provided in the Notice Section. In no event shall the term of this contract, including extensions, exceed sixty (60) months from the date of filing.

3. COMPENSATION

There will be no charge or fees under this MOU for the use of Siloam's facility or X-ray equipment. MPHD will be responsible for compensating its staff for the work at the Siloam facility.

4. BREACH

The sole remedy for the breach on any provisions of this MOU is the termination of said MOU.

5. TERMINATION

This MOU can be terminated by either Party by providing written notice to the other Party.

6. INSURANCE

Siloam agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this MOU. Furthermore, Siloam understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MPHD.

7. METRO LIABILITY

Metro will have no liability except as specifically provided in this MOU.

8. INDEPENDENT CONTRACTOR

Nothing herein will in any way be construed or intended to create a partnership or joint venture between Siloam and Metro or to create the relationship of principal and agent between or among Siloam and Metro. Siloam must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

9. MPHD PROPERTY

Any MPHD property, including but not limited to books, records, and equipment that is in Siloam's possession shall be maintained by Siloam in good condition and repair, and shall be returned to MPHD by Siloam upon termination of the MOU. All goods, documents, records, and other work product and property produced during the performance of this MOU are deemed to be MPHD property, including all documents which make up this MOU; all documents furnished by MPHD; all conceptual drawings, design documents, closeout documents, and other submittals furnished or created by MPHD; and, all other original works of authorship, whether created by MPHD or Siloam embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

10. AMENDING OR MODIFYING CONTRACT

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

11. PARTNERSHIP/ JOINT VENTURE

This MOU 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 to the terms of this MOU.

12. WAIVER

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

13. NONDISCRIMINATION

Siloam hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this

MOU or in the employment practices of Siloam on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws.

14. COMPLIANCE WITH LAWS.

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

15. INDEMNIFICATION

- (a) Siloam agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of Siloam, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Siloam, 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) Metro will not indemnify, defend, or hold harmless, in any fashion Siloam from any claims, regardless of any language in any attachment or other document that Siloam may provide.
- (c) Siloam will pay Metro any expenses incurred as a result of Siloam's failure to fulfill any obligation in a professional and timely manner under this MOU.
- (d) Siloam duties under this section will survive the termination or expiration of this MOU.

16. ASSIGNMENT-CONSENT REQUIRED

The provisions of this MOU shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Parties hereto. Neither this MOU nor any rights or obligations of Siloam hereunder shall be assigned or transferred in whole or in part without the prior written consent of MPHD. Any assignment or transfer shall not release Siloam from its obligations hereunder.

17. NOTICE

All notice to Metro shall be mailed or hand delivered to:

Metro Public Health Department
Director's Officer
2500 Charlotte Avenue, Nashville, TN 37209
Phone: 615-340-5686

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

18. ENTIRE AGREEMENT

This MOU 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.

19. FORCE MAJEURE

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligations 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.

20. 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 Siloam may provide.

21. VENUE

Any action between the Parties arising from this MOU shall be maintained in the courts of Davidson County, TN.

22. 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.

23. HEADINGS

Section headings are for reference purposes only and will not be construed as part of this MOU.

24. EFFECTIVE DATE

This contract will not be binding upon the parties until it has been signed first by Siloam and then by the authorized representatives of the Metropolitan Government.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Follow]

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

RECOMMENDED BY:

Wendy Long, MD
Wendy Long, MD, MPH
Director, Metro Public Health Department

3/14/19
Date

APPROVED BY:

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

3/14/19
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

James Goodman
Director of Finance

CHH
OMB

BA
BA

APPROVED AS TO FORM AND LEGALITY:

J. R. Dulem
Metropolitan Attorney

B
Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk

Date

SILOAM FAMILY HEALTH CENTER

APPROVED BY:

James Henderson
Dr. James Henderson
Chief Medical Officer

3/11/19
Date

Morgan Wills, MD
Dr. Morgan Wills
Chief Executive Officer

3/11/19
Date