CONTRACT BETWEEN METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH AND THE UNIVERSITY OF TENNESSEE COLLEGE OF SOCIAL WORK

This Agreement ("this Agreement" or "this Contract") is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH,** a municipal corporation of the State of Tennessee (hereinafter referred to as "**MPHD**") and **THE UNIVERSITY OF TENNESSEE ON BEHALF OF ITS COLLEGE OF SOCIAL WORK** (hereinafter referred to as "**Contractor**"), (collectively referred to as the "**Parties**").

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

Contractor Agrees To:

a. Ensure approval of study protocol by the University of Tennessee Institutional Review Board.
b. Provide a written script for use in distribution of the Organizational Resiliency Assessment by MPHD staff.
c. Provide electronic and/or written access to the Organizational Resiliency Assessment for use by MPHD staff.
d. Store all data collected in a manner approved by both the University of Tennessee Institutional Review Board and the MPHD Institutional Review Board.
e. Provide access to the "Templates for Resilient Organizations", including both written and electronic materials.
f. Provide access to a member of the Resilient Tennessee grant team to serve as a subject matter expert and mentor for MPHD staff. Roles, responsibilities, goals, and implementation time line are to be mutually agreed upon by the mentor and MPHD staff.
g. Maintain ownership of all data collected from MPHD staff.
h. Provide MPHD the de-identified data collected from MPHD staff.

MPHD Agrees To:

a. Provide at least one staff member to participate in a review of the Organizational Resiliency Assessment.
b. Identify MPHD staff who will be invited to complete the Organizational Resiliency Assessment.
c. Promote and distribute the Organizational Resiliency Assessment to MPHD staff using the script provided by Contractor.
d. Collaborate with Contractor in defining mentor roles and responsibilities and establish mutually agreed upon goals and timeline for implementation of the "Templates for Resilient Organizations".

e. Provide written feedback on the strengths and areas of needed improvement for the "Templates for Resilient Organizations", specifically related to the role of the mentor, Champions Toolkit, content related to medical settings, and general impressions.
f. House de-identified data collected from MPHD staff.
g. MPHD Institutional Review Board review and approval of the study protocols.

Both Parties Agree To:

a. Develop mutually agreed upon expectations for use of de-identified data collected from MPHD staff.
b. Collaborate, in good faith, on the Organizational Resiliency Assessment of MPHD staff.
c. Review by Parties of dissemination in any form resulting from the data collected prior to dissemination and include acknowledgement of the Parties.
d. Communicate all data requests related to the Organizational Resiliency Assessment of MPHD staff.

2. CONTRACT TERM

2.1. Contract Term

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

3. COMPENSATION

3.1. Contract Value

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

3.2. Other Fees

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

3.3. Electronic Payment

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

4. TERMINATION

4.1. Breach

Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, MPHD shall have the right to

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

4.2. Lack of Funding

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

4.3. Notice

The Parties may terminate this contract at any time upon thirty (30) days written notice as outlined herein. Should MPHD terminate this Contract, the Contractor shall immediately cease work and deliver to MPHD, within thirty (30) days, all completed or partially completed satisfactory work.

5. NONDISCRIMINATION

5.1. Metro's Nondiscrimination Policy

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

5.2. Nondiscrimination Requirement

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

5.3. Americans with Disabilities Act (ADA)

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

("Metro"). Contractor will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

6. INSURANCE

6.1. Proof of Insurance

During the term of this Contract, for any and all awards, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below. Proof of insurance shall be required naming MPHD as additional insured. Alternatively, Contractor can provide proof of self-insurance to satisfy this requirement.

6.2. General Liability Insurance

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

6.3. Worker's Compensation Insurance

Contractor shall provide Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand ($100,000.00) dollars, as required by the laws of Tennessee.

7. GENERAL TERMS AND CONDITIONS

7.1. Taxes

MPHD shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MPHD.

7.2. Maintenance of Records

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

All documents and supporting materials related in any manner whatsoever to the contract or any designated portion thereof, which are in the possession of Contractor or any subcontractor or sub-consultant shall be made available to MPHD for inspection and copying upon written request from MPHD. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from MPHD. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the procurement and/or performance of this contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of Contractor and subcontractors.

7.3. Monitoring

The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by MPHD, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

7.4. MPHD Property

Any MPHD property, including but not limited to books, records and equipment that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to MPHD by Contractor upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be MPHD property.

a. Both MPHD and Contractor agree to promptly disclose to the other all Intellectual Property developed in the course of the work under this Agreement.
b. The Intellectual Property developed solely by the MPHD shall be owned by the MPHD.
c. The Intellectual Property developed solely by the Contractor in the performance of work under this Agreement shall be owned by the Contractor.
d. The Intellectual Property developed jointly by the Contractor and MPHD in the performance of work under this Agreement shall be jointly owned.
e. Contractor hereby assigns to University of Tennessee Research Foundation all of Contractor's right, title and interest in Intellectual Property developed solely by Contractor and in Contractor's rights in Intellectual Property that is jointly owned.

7.5. Modification of Contract

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

7.6. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or

among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this Contract.

7.7. Waiver

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

7.8. Employment

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

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

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

7.9. Compliance with Laws

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

7.10. Taxes and Licensure

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

7.11. Ethical Standards

Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a MPHD contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MPHD contracts.

Any liability of the Contractor to MPHD and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the Contractor under this agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq.

Any liability of MPHD to the Contractor for any claims, damages, losses, or costs arising out of or related to acts performed by the Contractor under this agreement will be governed by the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. §§ 29-20-101, et. seq.

7.12. Assignment--Consent Required

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

7.13. 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.

7.14. 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.

7.15. Governing Law

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

7.16. 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.

7.17. Notices and Designation of Agent for Service of Process

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

Metro Public Health Department
Sanmi Areola, PhD, Interim Director
2500 Charlotte Avenue, Nashville, TN 37209
Phone: (615) 340-5686

Fax: (615) 340-0483
celia.larson@nashville.gov

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

The University of Tennessee College of Social Work

Technical Contact
Sukey Steckel
193 Polk Avenue, Suite E.
Room 260
Nashville, TN 37210
Phone: (615) 782-6154
Fax: (615) 248-8823
sstecke1@utk.edu

Adminstrative Contact
Terri Hollis
Coordinator
Office of Sponsored Programs
Office of Research & Engagement
The University of Tennessee
Blount Hall
1534 White Ave
Phone: (865) 974-1804
tbokros@utk.edu

7.18. Effective Date

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

7.19. Iran Divestment Act

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

7.20. HIPAA Compliance

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

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

b. Contractor warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.

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

[Remainder Of This Page Left Intentionally Blank]

[Signature page follows]

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

Contractor:
{_The University of Tennessee_____}

DocuSigned by:

By: Jean M. Mercer
12[illegible]

[_Jean M. Mercer
Assistant Vice Chancellor for Research,
Director, Office of Sponsored
Programs_____]

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Wendy Long, MD, MPH — Date: 4/11/19
Director, Metro Public Health Department

Carol Etherington, MSN, RN, FAAN — Date: 4/11/19
Chair, Board of Health

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax-O'dneal — Date: 4-16-19
Director, Department of Finance

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services — Date: 4/22/19

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney — Date: 4/22/19

FILED:

Metropolitan Clerk RS2019-1702 — Date