

**CONTRACT**

(state revenue contract with a federal or Tennessee local or quasi-governmental entity)

<b>Begin Date</b> January 1, 2020	<b>End Date</b> December 31, 2024	<b>Agency Tracking #</b> 34320-02320	<b>Edison ID</b>
<b>Procuring Party Legal Entity Name</b> Metropolitan Government of Nashville and Davidson County, Acting By and Through the Metropolitan Board of Health			<b>Procuring Party Registration ID</b>  4
<b>Service Caption</b> Issuance of Vital Records certificates from the Vital Records Information Systems Management (VRISM).			
<b>Agency Contact &amp; Telephone #</b>  Tabitha Fagg 710 James Robertson Parkway, 1 <sup>st</sup> Floor Nashville, TN 37243 615-741-0352 <a href="mailto:Tabitha.fagg@tn.gov">Tabitha.fagg@tn.gov</a>		OCR USE - RV	

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

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, Acting By and Through the Metropolitan Board of Health, hereinafter referred to as the "Procuring Party," is for the provision of issuance of Vital Records certificates from the Vital Records Information Systems Management (VRISM), as further defined in the "SCOPE OF SERVICES."

**A. SCOPE OF SERVICES:**

- A.1. The Procuring Party shall provide all service and deliverables as required, described, and detailed herein and all service delivery timelines as specified by this contract.
- A.2. Definitions: For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a.) Network Tennessee (NETTN) - a robust, private wide-area-network structure that serves the diverse needs of the state's citizens, governmental entities, from the local level through all three (3) branches of state government, and educational institutions. This network allows communication across buildings, departments, and government branches.
  - b.) VRISM - a digital registration and management software system for State of Tennessee vital records.
- A.3. Service Goals:
- Allow the Procuring Party to access VRISM for the purpose of issuing copies of certificates.
- A.4. Service Recipients:
- Service recipients are citizens of the local county area seeking to obtain a copy of a certificate.
- A.5. Service Description:
- a) The State shall:
    1. Allow the Procuring Party to access VRISM for the purpose of issuing copies of certificates.
    2. Maintain VRISM in accordance with procedures established by the State.
    3. Provide written procedures to the Procuring Party on certificate security, issuance and the operation of VRISM.
    4. Provide training on certificate security, issuance procedures and the operation of VRISM to Procuring Party operators.
    5. Provide certificate forms to Procuring Party.
    6. Provide help desk and support services procedures for VRISM issues during State business hours.

7. Provide security specifications for facilities, NETTN connectivity, terminals, printers, and other equipment using VRISM. The State shall perform unscheduled site visits to verify security compliance.

b.) The Procuring Party shall:

1. Maintain the confidentiality of the information received as provided in Tenn. Code Ann. § 68-3-206.
2. Access VRISM and issue copies of certificates solely in the conduct of its official duties at Metropolitan Government of Nashville and Davidson County, Acting By and Through the Metropolitan Board of Health.
3. Abide by all procedures and rules for certificate security and issuance and for the operation of VRISM outlined by the State.
4. Limit access to VRISM to those employees who have successfully completed the training required by the State and who have been designated as local deputy registrars in accordance with Tenn. Code Ann. § 68-3-104(b)(5).
5. Provide security at all times for the equipment used to access VRISM and for the forms used with VRISM. A listing shall be provided to the State on a weekly basis, detailing the number of the first and additional copies of certificates and voided certificates issued from VRISM.
6. Provide necessary NETTN connectivity, terminals, printers, and other equipment, and secure facilities for the equipment and connectivity connection(s) according to State specifications.
7. Provide written procedures that detail security specifications compliance as defined in Contract section A.5.(a)(7).
8. Provide all technical support services for the connectivity and equipment. The State agency through which the NETTN connectivity is primarily established is the first point of contact for trouble shooting connectivity issues. The primary support shall transfer all non-connectivity issues, VRISM issues, to the Tennessee Division of Vital Records & Statistics.

A.6. Service Reporting:

Compensation to the State shall be made monthly based upon a listing provided by the State which will detail the number of first and additional copies of certificates minus voided certificates from VRISM.

A.7. Service Deliverables:

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
Allow Procuring Party to access VRISM for the purpose of issuing certificates.	A.5.a.(1).	Ongoing	Procuring Party	Electronic

<b>Deliverable</b>	<b>Contract Section</b>	<b>Delivery Date</b>	<b>Due to Whom?</b>	<b>Requested Format</b>
Maintain VRISM in accordance with procedures established by the State.	A.5.a.(2).	Ongoing	Procuring Party	Electronic
Provide written procedures to the Procuring Party on certificate security and issuance and on the operation of VRISM	A.5.a.(3)	At the Effective Date	Procuring Party	Word Format
Provide training on certificate security and issuance procedures and on the operation of VRISM to Procuring Party operators.	A.5.a.(4).	At the Effective Date	Procuring Party	In person or via an instruction manual.
Provide certificate forms to Procuring Party.	A.5.a.(5).	Ongoing	Procuring Party	On secured paper.
Provide support services procedures for VIRISM issues.	A.5.a.(6).	Ongoing	Procuring Party	To be Determined
Provide security specifications for facilities, NETTN connectivity, terminals, printers, and other equipment using VRISM. The State shall perform unscheduled site visits to verify security compliance.	A.5.a.(7).	At the beginning of the contract and then ongoing	Procuring Party / State	To be determined
Maintain the confidentiality of the information received as provided in Tenn. Code Ann. § 68-3-206.	A.5.b.(1).	Ongoing	Procuring Party / State	Internal security procedures from the Procuring Party.
Access VRISM and issue copies of certificates solely in the conduct of its official duties at Metropolitan Government of Nashville and Davidson County, Acting By and Through the Metropolitan Board of Health.	A.5.b.(2).	Ongoing	Customers requesting vital records certificates in Davidson County.	Sequentially numbered security paper.
Abide by all procedures	A.5.b.(3).	Ongoing	Procuring Party	Internal

<b>Deliverable</b>	<b>Contract Section</b>	<b>Delivery Date</b>	<b>Due to Whom?</b>	<b>Requested Format</b>
and rules for certificate security and issuance and for the operation of VRISM outlined by the State.			/ State	security procedures from the Procuring Party.
Limit access to VRISM to those employees who have successfully completed the training required by the State and who have been designated as local deputy registrars in accordance with TCA 68-3-104(b)(5).	A.5.b.(4).	Ongoing	Procuring Party / State	Internal security procedures from the Procuring Party.
Provide security at all times for the equipment used for VRISM and for the forms used with VRISM. Weekly, a listing shall be provided to the State which details the number of the first and additional copies of certificates and voided certificates issued from the application.	A.5.b.(5).	Ongoing	Procuring Party / State	Internal security procedures from the Procuring Party.
Provide necessary NETTN connectivity, terminals, printers, and other equipment, and secure facilities for the equipment and connectivity connection(s) according to State specifications.	A.5.b.(6).	At the Effective Date.	State	Via Information Technology Services.
Provide written procedures that detail security specifications compliance as defined in Contract section A.5.(a).7.	A.5.b.(7)	At the Effective Date and ongoing	State	Word Format in electronic form and booklet form.
Provide all technical support services for the connectivity and equipment. The State agency through which the NETTN connectivity is primarily established is the first point of contact for trouble shooting connectivity issues. The	A.5.b.(8)	Ongoing	State	Via Information Technology Services.

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
primary support shall transfer all non-connectivity issues, VRISM issues, to the State Office of Vital Records.				

**B. TERM OF CONTRACT:**

This Contract shall be effective on January 1, 2020 ("Effective Date"), and extend for a period of Sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided to the Procuring Party prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. The Procuring Party shall retain \$6.50 for the search and copy or copies of all certificates that are issued. The Procuring Party shall compensate the State \$8.50 of fees collected for the search and copy or copies of all certificates that are issued. The current fees to be collected are designated in the Rules of the Tennessee Department of Health, Chapter 1200-7-1-.13, Fees for Copies and Searches.
- C.2. Compensation to the State shall be made monthly based upon a listing provided by the State which will detail the number of first and additional copies of certificates minus voided certificates issued from the database.
- C.3. The compensation to the State as described in Section C is for the duration of the Contract and is not subject to escalation for any reason, unless amended.

**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 Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be

determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party 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 either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. Subcontracting. Neither the Procuring Party nor the State shall 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 other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no 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 Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure 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 State or the Procuring Party 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.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, 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. 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.10. 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.
- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.

- D.12. 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.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party 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 Procuring Party 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 Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.15. 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.16. 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.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**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:

Edward G. Bishop, III, State Registrar  
 Tennessee Department of Health  
 Division of Vital Records & Statistics  
 710 James Robertson Parkway  
 1<sup>st</sup> Floor, Andrew Johnson Tower  
 Email: [Gray.Bishop@tn.gov](mailto:Gray.Bishop@tn.gov)  
 Telephone # 615-532-2600

The Procuring Party:

Wendy Long, MD, MPH, Director

Metropolitan Public Health Department  
 2500 Charlotte Avenue  
 Nashville, Tennessee 37209  
 Phone: (615) 340-5616  
 Fax: (615) 340-5665  
 Email: [wendy.long@nashville.gov](mailto:wendy.long@nashville.gov)

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

- E.3. 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 Procuring Party by the State or acquired by the Procuring Party 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 Procuring Party 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 Procuring Party'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 Procuring Party of this Contract; previously possessed by the Procuring Party without written obligations to the State to protect it; acquired by the Procuring Party without written restrictions against disclosure from a third party which, to the Procuring Party's knowledge, is free to disclose the information; independently developed by the Procuring Party 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 Procuring Party 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 Procuring Party 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.4. HIPAA Compliance. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Procuring Party 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. Procuring Party 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 Procuring Party will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Procuring Party 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.5. State Furnished Property. The Procuring Party shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Procuring Party's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Procuring Party shall be responsible to the State for the residual value of the property at the time of loss.
- E.6. Personally Identifiable Information. While performing its obligations under this Contract, Procuring Party may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Procuring Party agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Procuring Party shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Procuring Party and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Procuring Party shall immediately notify State: (1) of any disclosure or use of any PII by Procuring Party or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Procuring Party or its employees, agents and representatives where the purpose of such disclosure is not known to Procuring Party or its employees, agents and representatives. The State reserves the right to review Procuring Party's policies and procedures used to maintain the security and confidentiality of PII and Procuring Party shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Procuring Party is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Procuring Party shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.
- The Procuring Party shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Procuring Party ("Unauthorized Disclosure") that come to the Procuring Party's attention. Any such report shall be made by the Procuring Party within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Procuring Party. Procuring Party shall take all necessary measures to halt any further Unauthorized Disclosures. The Procuring Party, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Procuring Party shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.
- E.7. The Procuring Party agrees that this Contract could be amended as the State of Tennessee continues to bring on board the VRISM software. This amendment could modify service cost to the Procuring Party in order to allow the State of Tennessee to absorb some start up and maintenance cost for the VRISM system.

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

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

Jammi Arzola  
Interim Director, Metro Public Health Department

11/15/19  
Date

Alex Sahamizi  
Chair, Board of Health

11/14/19  
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Grumbine  
Director, Department of Finance

11/21/19  
Date

APPROVED AS TO RISK AND INSURANCE:

BCW  
Director of Risk Management Services

12/3/19  
Date

APPROVED AS TO FORM AND LEGALITY:

David C. Smith  
Metropolitan Attorney

12/12/2019  
Date

FILED:

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

\_\_\_\_\_  
Date

DEPARTMENT OF HEALTH:

\_\_\_\_\_  
Lisa Piercey, MD, MBA, FAAP  
Commissioner

\_\_\_\_\_  
Date