

PRELIMINARY SUMMARY OF APPLICATIONS FOR BOARD APPROVAL

To: Board of Health
From: Jim Diamond
Date: March 10, 2022
Re: Summary of applications presented for Board approval

1. Public Health Associate Program (PHAP) – Nashville Strong Babies (pp. 7-9)

The Public Health Associate Program (PHAP) is a competitive, two-year, paid training program of the Centers for Disease Control and Prevention. Public Health Associates are assigned to public health agencies and work alongside other professionals. This application requests an Associate to be placed with the MPHD Nashville Strong Babies program to gain public health experiences in maternal care and early infant development.

Term: October 2022 – September 2024
Amount: NA
Program Manager: Angela Williams
Bureau: Fonda Harris

2. Public Health Associate Program (PHAP) – Health in All Policies (pp. 10-12)

The Public Health Associate Program (PHAP) is a competitive, two-year, paid training program of the Centers for Disease Control and Prevention. Public Health Associates are assigned to public health agencies and work alongside other professionals. This application requests an Associate to be placed with the MPHD Health in All Policies program to gain public health experiences in policy development and deployment.

Term: October 2022 – September 2024
Amount: NA
Program Manager: Stephanie Kang
Bureau: Stephanie Kang

Name of Internship Agreement: CDC Public Health Associate Program

MPHD Review for Approval of Internship Agreement

Signatures

- Approved-Bureau Director _____
- Approved-Director of Health _____
- Not Approved-Justification _____

Proposal Data

Date: 2/4/2022 MPHD Contact Person: Angela Williams
Bureau/Division: Population Health/MCAH Telephone: 615-961-4364
Name of the affiliated organization/institution: Centers for Disease Control & Prevention
Name of the project: Nashville Strong Babies
Is this an Amendment/Renewal of existing agreement ? no yes

Terms of Agreement

Years/Months/Weeks: 2 Years Start Date: 10/2022 End Date: 09/2024

Number of hours per week/month: 40 Number of total hours: _____

Is there a fee or any monetary exchange? no yes

If yes, explain:

Type of Grant/Contract [Check all that apply]:

- Clinical Interns/Externs/Residents from a University or Medical School
- Nonclinical Interns/Externs from a University or Medical School
- Associates or Fellows from an Organization or Academic Institution
- Other: [Describe]

How many interns can you accomodate at any one period of time? 1

Are multiple bureaus involved? no yes Please Describe:

Who will provide supervision? Please describe.

Angela Williams, NSB Program Manager, will provide supervision of the Public Health Associate, and the Associate will also have a supervisor with the Centers of Disease Control & Prevention.

Amount of direct supervision time (% or hours per week or month): 20%

Can the supervisor(s) handle the additional supervisory workload and responsibilities? . yes no

Please describe:

The supervisor will have bi-weekly meetings/working sessions with the associate. The meetings will consist of progress updates, project guidance and planning, and project/deliverable reviews.

Are workspace, office supplies and equipment required and/or needed? yes no

Explain:

The associate will need cubicle space, computer equipment, and other technology necessary to complete job duties and assignments.

List or describe the purpose of the internship. Please attach any documentation about the internship and any associated agreement/contract etc.

The Public Health Associate Program (PHAP) is a competitive, two-year, paid training program with the Centers for Disease Control and Prevention. PHAP associates are assigned to state, tribal, local, and territorial public health agencies and nongovernmental organizations, and work alongside other professionals across a variety of public health settings.

Throughout the two-year training program, associates gain hands-on experience that will serve as a foundation for their public health careers. After completing the program, PHAP graduates are qualified to apply for jobs with public health agencies and organizations.

List or describe the benefits associated with this agreement.

PHAP places early-career public health professionals in state, tribal, local, and territorial public health agencies; nongovernmental organizations such as community-based organizations, public health institutes and associations, and academic institutions; and CDC quarantine stations to gain broad experience in public health program operations.

While PHAP offers tremendous benefits to associates through training and support, the host site also receives numerous benefits, including—

- CDC-funded field assignees who are well-rounded, energetic, flexible, career-minded individuals bringing valuable skills to host agencies
- A unique partnership with CDC to develop the nation's next generation of public health professionals
- Online learning opportunities for host site supervisors and access to CDC resources and subject matter expertise
- Capacity-building and human resources to fill gaps in agencies affected by budget cuts and staffing shortages

Name of Internship Agreement: CDC Public Health Associate Program

MPHD Review for Approval of Internship Agreement

Signatures

- Approved-Bureau Director _____
- Approved-Director of Health _____
- Not Approved-Justification _____

Proposal Data

Date: 2/4/2022 MPHD Contact Person: Stephanie Kang
Bureau/Division: Health Equity Telephone: 615-969-1962
Name of the affiliated organization/institution: Centers for Disease Control & Prevention
Name of the project: Health in All Policies Public Health Associate
Is this an Amendment/Renewal of existing agreement ? no yes

Terms of Agreement

Years/Months/Weeks: 2 Years Start Date: 10/2022 End Date: 09/2024

Number of hours per week/month: 40 Number of total hours: _____

Is there a fee or any monetary exchange? no yes

If yes, explain:

Type of Grant/Contract [Check all that apply]:

- Clinical Interns/Externs/Residents from a University or Medical School
- Nonclinical Interns/Externs from a University or Medical School
- Associates or Fellows from an Organization or Academic Institution
- Other: [Describe]

How many interns can you accommodate at any one period of time? 1

Are multiple bureaus involved? no yes Please Describe:

The associate would be housed under the Health Equity Bureau and would be expected to collaborate with the Health in All Policies (HiAP) team. The current bureaus represented in the HiAP team are Health Equity, Epidemiology, Strategic Planning, Performance & Evaluation (SPPE), and the Policy and Legislative Liaison.

Who will provide supervision? Please describe.

Dr. Stephanie Kang, Health Equity Bureau Director, will provide supervision of the Public Health Associate, and the Associate will also have a supervisor with the Centers of Disease Control & Prevention.

Amount of direct supervision time (% or hours per week or month): 20%

Can the supervisor(s) handle the additional supervisory workload and responsibilities? yes no

Please describe:

The supervisor will have weekly meetings/working sessions with the associate. The meetings will consist of progress updates, project guidance and planning, and project/deliverable reviews.

Are workspace, office supplies and equipment required and/or needed? yes no

Explain:

The associate will need cubicle space, computer equipment, and other technology necessary to complete job duties and assignments.

List or describe the purpose of the internship. Please attach any documentation about the internship and any associated agreement/contract etc.

The Public Health Associate Program (PHAP) is a competitive, two-year, paid training program with the Centers for Disease Control and Prevention. PHAP associates are assigned to state, tribal, local, and territorial public health agencies and nongovernmental organizations, and work alongside other professionals across a variety of public health settings.

Throughout the two-year training program, associates gain hands-on experience that will serve as a foundation for their public health careers. After completing the program, PHAP graduates are qualified to apply for jobs with public health agencies and organizations.

List or describe the benefits associated with this agreement.

PHAP places early-career public health professionals in state, tribal, local, and territorial public health agencies; nongovernmental organizations such as community-based organizations, public health institutes and associations, and academic institutions; and CDC quarantine stations to gain broad experience in public health program operations.

While PHAP offers tremendous benefits to associates through training and support, the host site also receives numerous benefits, including:

- CDC-funded field assignees who are well-rounded, energetic, flexible, career-minded individuals bringing valuable skills to host agencies
- A unique partnership with CDC to develop the nation's next generation of public health professionals
- Online learning opportunities for host site supervisors and access to CDC resources and subject matter expertise
- Capacity-building and human resources to fill gaps in agencies affected by budget cuts and staffing shortages

PRELIMINARY SUMMARY OF GRANTS & CONTRACTS FOR BOARD APPROVAL

To: Board of Health
From: Jim Diamond
Date: March 10, 2022
Re: Summary of grants & contracts presented for Board approval

1. Presumptive Eligibility grant (pp. 15-27)

This fee for service grant from the State of Tennessee Department of Health provides funding to process TennCare presumptive eligibility applications for pregnant women in the Medicaid application process through the Marketplace. The grant amendment adds additional funds and extends the contract one year.

Term: July 1, 2019 – June 30, 2023
Amount: \$206,600 (new total \$826,400)
Program Manager: Fonda Harris
Bureau: Fonda Harris

2. FDA Retail Food Program Standards Self-Assessment grant (pp. 28-36)

This grant award from the National Environmental Health Association (NEHA) will provide funds for the Food Protection Services Division to complete a self-assessment project for conformance with the Voluntary National Retail Food Regulatory Program Standards. There were similar projects in the past from a different agency.

Term: February 15, 2022 – December 29, 2022
Amount: \$4,484
Program Manager: Pam Wilson
Bureau: Hugh Atkins

3. FDA Retail Food Program Standards Training and Staff Development grant (pp. 37-43)

This grant award from the National Environmental Health Association (NEHA) will provide funds for the Food Protection Services Division to attend a NEHA conference to learn how to complete a self-assessment project for conformance with the Voluntary National Retail Food Regulatory Program Standards. There were similar projects in the past from a different agency.

Term: February 15, 2022 – December 29, 2022
Amount: \$6,358
Program Manager: Pam Wilson
Bureau: Hugh Atkins

4. Friends of MACC grant (pp. 44-45)

This is a donation from the nonprofit Friends of Metro Animal Care & Control for the provision of animals. Emergency Medical Fund is granted \$12,000, Foster Behavioral Support is granted \$3,000 and Safety Net is granted \$5,000.

Term: NA
Amount: \$20,000
Program Manager: Ashley Harrington
Bureau: Hugh Atkins

5. Postmortem Examinations & Consultations contract (pp. 46-75)

This fee for service contract with the Tennessee Department of Health provides the funds to reimburse Forensic Medical Management Services, PLC for the performance of post-mortem examinations and subsequent reporting.

This renewal is \$540,000 less than the previous contract. The reason for the reduction is that the Office of the State Chief Medical Examiner had a budget cut at the beginning of the pandemic. The budget has not been restored yet.

Term: January 1, 2022 – December 31, 2026
Amount: \$651,466
Program Manager: Jim Diamond
Bureau: Jim Diamond

6. School Nursing MOU (pp. 76-89)

This Memorandum of Understanding provides funding for the MPHD School Health Program to provide nursing services that serve the health needs of the MBPE students, as well as other health services. Duties include providing comprehensive school nursing services that include daily skilled nursing services, oversight of medication administration, identifying students with health concerns, writing individual health plans, assessment of episodic illnesses and first aid.

This renewal only includes funding for the first fiscal year. The funding will be adjusted on July 1st of each additional year of the five-year contract. This is an increase of \$772,000 over the current fiscal year.

Term: July 1, 2022 – June 30, 2027
Amount: \$10,538,852.10
Program Manager: Lisa Nistler
Bureau: Tina Lester

7. Vaccine Trailer MOU (p. 90)

This MOU with the Tennessee Department of Health is an agreement to provide MPHD with a Mobile Vaccine Unit trailer to help with the COVID-19 vaccination efforts.

Term: execution +3 years
Amount: NA
Program Manager: James Tabor
Bureau: Rachel Franklin

**AMENDMENT ONE
OF GRANT CONTRACT GG2063836**

This Grant Contract Amendment is made and entered 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 "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section A.5.k is deleted in its entirety and replaced with the following:

A.5 Service Description. The Grantee shall:

- k. Provide training and technical assistance to all staff, including any training required by TennCare and/or Tennessee Department of Health.

2. Grant Contract section A.6.b is deleted in its entirety and replaced with the following:

A.6 Service Reporting. The Grantee shall report and maintain data for all activities according to reporting processes specified by the State as follows:

- b. Provide training and technical assistance to all staff, including any training required by TennCare and/or Tennessee Department of Health.

3. Grant Contract section B is deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2019 ("Effective Date") and ending on June 30, 2023, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.1. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

4. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Eight Hundred Twenty-Six Thousand Four Hundred Dollars (\$826,400.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

3. Grant Contract Attachment 1 is deleted in its entirety and replaced with the new Attachment 1 attached hereto.

Required Approvals. The State is not bound by this Amendment 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).

Amendment Effective Date. The revisions set forth herein shall be effective ten (10) days following the last signature. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Gill Wright, MD, Director of Health
Metro Public Health Department

Date

Chair, Board of Health

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Date

Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

DEPARTMENT OF HEALTH:

Lisa Piercey, MD, MBA, FAAP
Commissioner

Date

Metropolitan Government of Nashville and Davidson County - Presumptive Eligibility				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2019, and ending June 30, 2023. ROLLUP				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$826,400.00	\$0.00	\$826,400.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$826,400.00	\$0.00	\$826,400.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/content/dam/tn/finance/ocjp/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

Metropolitan Government of Nashville and Davidson County - Presumptive Eligibility				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2019, and ending June 30, 2020. Year 1				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$206,600.00	\$0.00	\$206,600.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$206,600.00	\$0.00	\$206,600.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/content/dam/tn/finance/ocjp/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 1 (Continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 3)

YEAR 1

PROFESSIONAL FEE / GRANT & AWARD	AMOUNT
Operational site locations, \$8,000 per site x 3 sites	\$24,000.00
Assistance with TennCare/CoverKids Application \$100 per application assisted	\$182,600.00
TOTAL	\$206,600.00

Metropolitan Government of Nashville and Davidson County - Presumptive Eligibility				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2020, and ending June 30, 2021. Year 2				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$206,600.00	\$0.00	\$206,600.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$206,600.00	\$0.00	\$206,600.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/content/dam/tn/finance/ocjp/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 1 (Continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 5)

YEAR 2

PROFESSIONAL FEE / GRANT & AWARD	AMOUNT
Operational site locations, \$8,000 per site x 3 sites	\$24,000.00
Assistance with TennCare/CoverKids Application \$100 per application assisted	\$182,600.00
TOTAL	\$206,600.00

Metropolitan Government of Nashville and Davidson County - Presumptive Eligibility				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2021, and ending June 30, 2022. Year 3				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$206,600.00	\$0.00	\$206,600.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$206,600.00	\$0.00	\$206,600.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/content/dam/tn/finance/ocjp/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 1 (Continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 7)

YEAR 3

PROFESSIONAL FEE / GRANT & AWARD	AMOUNT
Operational site locations, \$8,000 per site x 3 sites	\$24,000.00
Assistance with TennCare/CoverKids Application \$100 per application assisted	\$182,600.00
TOTAL	\$206,600.00

Metropolitan Government of Nashville and Davidson County - Presumptive Eligibility				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2022, and ending June 30, 2023. Year 4				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$206,600.00	\$0.00	\$206,600.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$206,600.00	\$0.00	\$206,600.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/content/dam/tn/finance/ocjp/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 1 (Continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 9)

YEAR 4

PROFESSIONAL FEE / GRANT & AWARD	AMOUNT
Operational site locations, \$8,000 per site x 3 sites	\$24,000.00
Assistance with TennCare/CoverKids Application \$100 per application assisted	\$182,600.00
TOTAL	\$206,600.00

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director, Metro Public Health Department

Date

Chair, Board of Health

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director, Metro Public Health Department

Date

Chair, Board of Health

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director, Metro Public Health Department

Date

Chair, Board of Health

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date

**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, Medical Examiner Investigations, Postmortem Examinations and Consultations 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. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

a. "Complete Autopsy" – An at a minimum *in situ* examination and removal and dissection of organs from the cranial cavity, neck, thoracoabdominal cavities, and pelvis.

b. "County Medical Examiner" – means a physician licensed under 63-6-201 or 63-9-104 and appointed by a county mayor pursuant to 38-7-105;

c. "NAME Accreditation" - is an endorsement by NAME that the office or system provides an adequate environment for a medical examiner in which to practice his or her profession and provides reasonable assurances that the office or system well serves its jurisdiction.

d. "Partial Autopsy" – at a minimum opening and *in situ* examination of the cranial, thoracic, or abdominal cavities.

e. "Regional Forensic Center" (RFC) – means a NAME-accredited facility in Tennessee in which autopsies and other post-mortem examinations are performed pursuant to the Post-Mortem Examination Act (TCA 38-7-101 et seq)

A.3. Services Goals. To reimburse NAME-Accredited Regional Forensic Centers for the performance of post-mortem examinations and subsequent reporting.

A.4. Service Description. Reimbursement claims may be submitted using the Claim for Fees form or other reimbursement invoice approved by the department, accompanying the documentation. Claims for fees submitted pursuant to this contract shall, at a minimum, provide the decedent's name, age, gender, and race; date of death; county in which death occurred, and the county for which postmortem services are provided (if different); the cause and manner of death as determined by the county medical examiner or his or her designee; the name of the agency or person authorizing or ordering the examination; the name of agency or person providing the service; the service provided; and the associated fee as specified in C.3. Payment Methodology.

The State will reimburse Contractor for the following examination and reporting activities, as needed:

a) Class 1: Investigation of death reported to county medical examiner.

The investigation of a death reported to the county medical examiner pursuant to Tennessee Code Annotated 38-7-101 et seq and performed by a county medical examiner or death

investigator following the guidelines provided by the Office of the State Chief Medical Examiner, including those in which medical examiner jurisdiction is ultimately declined. In all cases, a completed Report of Investigation form (including toxicology if ordered) or other report of investigation approved by the department shall be submitted no more than 14 days following the date that the death was reported.

b) Class 2: Post-mortem examination and consultation: external examination and partial autopsy.

A complete external examination of the body, at least partial autopsy and a written report. The report shall include descriptions of pertinent positive and negative external and internal findings; external and internal injuries or abnormalities; a summary of case findings or list of diagnoses with a written narrative; and opinion regarding cause of death. and manner of death. The report is to be submitted within 120 days of the examination.

c) Class 3: Post-mortem examination and consultation: external examination and complete autopsy.

Complete external examination, a complete autopsy (defined as at a minimum in situ examination and removal and dissection of organs from the cranial cavity, neck, thoracoabdominal cavities, and pelvis) and a written narrative autopsy report signed by the forensic pathologist. The autopsy report shall include descriptions of pertinent positive and negative external and internal findings; external and internal injuries and abnormalities; a review of organ systems, including weights of the brain, heart, lungs, liver, spleen, and kidneys; a summary of case findings or list of diagnoses; and opinion regarding cause and manner of death. The report is to be submitted within 120 days of the examination.

d) Class 4: Post-mortem subspecialist consultation.

A post-mortem examination and consultation of special knowledge or difficulty involving the expenditure of a fee by the forensic pathologist or regional forensic center in the employment of a special consultant such as an odontologist, radiologist, cardiac pathologist, neuropathologist, or forensic anthropologist. This consultation must result in a report which is made part of an autopsy report as specified in Class 2 or 3 above.

e) Class 5: Autopsy performed in the event of the sudden, unexplained death of a child from birth through age 17 following the autopsy protocol established by the Department of Health.

Complete external examination, a complete autopsy (defined as at a minimum in situ examination and removal and dissection of organs from the cranial cavity, neck, thoracoabdominal cavities, and pelvis) and a written narrative autopsy report signed by the forensic pathologist performed in cases of sudden, unexpected deaths of infants or children with no known pre-existing medical history or injuries to account for or explain death. The written narrative autopsy report must include descriptions of pertinent positive and negative external and internal findings; external and internal injuries; a review of organ systems, including histologic examination of major organ systems; a summary of case findings or list of diagnoses, including review of medical records; and opinion regarding cause and manner of death. The narrative autopsy report shall be accompanied by a completed Sudden Unexplained Infant Death Investigation (SUIDI) or Sudden Unexplained Death of a Child (SUDC) reporting form as is appropriate for the age of the decedent: SUIDI form for those less than one year of age, and SUDC form for those between one and seventeen years of age. The report is to be submitted within 120 days of examination of the body.

f) Class 6: Post-or peri-mortem toxicology profile of body fluids and tissues.

Post-or peri-mortem toxicology performed as part of an examination at a NAME-accredited facility. The toxicology testing results will be included as a part of the report of investigation or autopsy report as specified above.

- A.5. Warranty. Contractor represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor’s industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State’s rights under this Section shall not prejudice the State’s rights to seek any other remedies available under this Contract or applicable law.

- A.6. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.
- A.7. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

This Contract shall be effective on January 1, 2022 (“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 by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Six Hundred Fifty-One Thousand Four Hundred Sixty-Six Dollars (\$651,466.00). 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:

Goods or Services Description	Amount (per compensable increment)
Class 1: Investigation of death reported to county medical examiner.	\$25.00
Class 2: Post-mortem examination and consultation: external examination and partial autopsy.	\$100.00
Class 3: Post-mortem examination and consultation: external examination and complete autopsy.	\$150.00
Class 4: Post-mortem subspecialist consultation.	\$30.00
Class 5: Autopsy performed in the event of the sudden, unexplained death of a child from birth through age 17 following the autopsy protocol established by the Department of Health. The narrative autopsy report shall be accompanied by a completed Sudden Unexplained Infant Death Investigation (SUIDI) or Sudden Unexplained Death of a Child (SUDC) reporting form as is appropriate for the age of the decedent: SUIDI form for those less than one year of age, and SUDC form for those between one and seventeen years of age. The report is to be submitted within 120 days of examination of the body.	\$1,250.00
Class 6: Post-or peri-mortem toxicology profile of body fluids and tissues.	Amount Determined by Prior Fiscal Year Autopsy Numbers
Collection of bio sample for each autopsy meeting Sudden Death in Youth Criteria	\$25.00 per bio sample
Obtain a signed parental consent form for each bio sample for Sudden Death in Youth	\$50.00 per consent form
Submit an Autopsy Summary form to State Child Fatality Review Coordinator for each Sudden Death in Youth	\$50.00 per form
Send a Family Interview summary sheet to State Child Fatality Review Coordinator for each Sudden Death in Youth	\$50.00 per form

Notify State Child Fatality Review Coordinator within 72 hours of child death meeting Sudden Death in Youth criteria utilizing the form provided by Department of Health	\$25.00 per notification
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- 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:

Invoices for Class 1 Reimbursements:

Office of the State Chief Medical Examiner
 Andrew Johnson Tower, 7th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
OSCME.ROI@tn.gov
 (844) 860-4511

Invoices for Class 2-6 and SDY Reimbursements:

Margaret Hyder, Deputy Director
 Office of the State Chief Medical Examiner
 William L. Jenkins Forensic Center
 PO Box 70431
 Johnson City, TN 37614-1704
Margaret.Hyder@tn.gov
 (423) 439-8403

- 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, Office of the State Chief Medical Examiner
 - (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. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 et seq..
- D.10. 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.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. 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.13. 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 an 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.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. 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.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. 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.18. 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.19. 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.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.21. 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.
- D.22. 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 that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, 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. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination 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:

Margaret Hyder, Deputy Director
Office of the State Chief Medical Examiner
William L. Jenkins Forensic Center
PO Box 70431
Johnson City, TN 37614-1704
Margaret.Hyder@tn.gov
Telephone #: (423) 439-8403
FAX #: (423)439-8810

The Contractor:

Jim Diamond, Assistant Director of Finance and Administration
Metropolitan Government of Nashville and Davidson County
2500 Charlotte Avenue
Jim.Diamond@nashville.gov
Telephone # 615-340-5629

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

- E.3. 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.
 - a. 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.
 - b. The State and the Contractor 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 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.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal “Pro-Children Act of 1994” and the Tennessee “Children’s Act for Clean Indoor Air of 1995,” the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post “no smoking” signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.5. 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 offence 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 under any of the prohibitions of sections a-d.

- E.6. 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.

- E.7. 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.

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director, Metro Public Health Department

Date

Chair, Board of Health

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services

Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date

DEPARTMENT OF HEALTH:

Lisa Piercey, MD, MBA, FAAP
Commissioner

Date



State of Tennessee
 Department of Health
Sudden Unexplained Child Death Investigation Report
For use in children aged 1 year and older

-Investigation Data-

Child's Information:

Last Name:		First Name:		M.
Sex: <input type="checkbox"/> M <input type="checkbox"/> F	DOB: / /	SS#:	Case#:	
Race: <input type="checkbox"/> White <input type="checkbox"/> Black/African Am. <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> Other	Ethnicity: <input type="checkbox"/> Hispanic/Latino			
Primary Address:	City:	St:	Zip:	
Incident Address:	City:	St:	Zip:	

Contact Information for Witness:

Relationship to the deceased: <input type="checkbox"/> Birth Mother <input type="checkbox"/> Birth Father <input type="checkbox"/> Grandmother <input type="checkbox"/> Adoptive or Foster Parents <input type="checkbox"/> Physician				
<input type="checkbox"/> Health Records <input type="checkbox"/> Other: _____				
Last Name:		First Name:		M.
Home Address:		City:	St:	Zip:
Place of work:		City:	St:	Zip:
Phone (H): ()	Phone (W): ()	Date of Birth: / /		

-Witness Interview-

1. Tell me what happened:				
2. Did you notice anything unusual or different about the child in the last 24 hours? <input type="checkbox"/> No <input type="checkbox"/> Yes → Describe:				
3. Did the child experience any falls or injury within the last 72 hours? <input type="checkbox"/> No <input type="checkbox"/> Yes → Describe:				
4. When was the child LAST KNOWN ALIVE (LKA) ?		/ /	:	
		Month Day Year	Military Time	Location (Room)
5. When was the child FOUND ?		/ /	:	
		Month Day Year	Military Time	Location (Room)

6. Explain how you knew the child was still alive.

7. Describe the child's appearance when found.	Describe and specify location:	
a) Discoloration around face/nose/mouth	<input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes	
b) Secretions (foam, froth)	<input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes	
c) Skin discoloration (livor mortis)	<input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes	
d) Pressure marks (pale areas, blanching)	<input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes	
e) Rash or petechiae (small red blood spots on skin, membranes, or eyes)	<input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes	
f) Marks on body (scratches or bruises)	<input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes	
g) Other	<input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes	

8. What did the child feel like when found? (Check all that apply)
<input type="checkbox"/> Sweaty <input type="checkbox"/> Limp, flexible <input type="checkbox"/> Warm to touch <input type="checkbox"/> Rigid, stiff <input type="checkbox"/> Cool to touch <input type="checkbox"/> Unknown
<input type="checkbox"/> Other, specify:

9. Did anyone else other than EMS try to resuscitate the child?	<input type="checkbox"/> No <input type="checkbox"/> Yes	Who: _____	When: / / : Month Day Year Military Time
---	---	------------	--

10. Please describe what was done as part of the resuscitation:

11. Has the parent/caregiver ever had a child die suddenly and unexpectedly? <input type="checkbox"/> No <input type="checkbox"/> Yes → Describe:

-Child Medical History-

1. Source of medical information:
<input type="checkbox"/> Doctor <input type="checkbox"/> Other health care provider <input type="checkbox"/> Medical record <input type="checkbox"/> Parent/primary caregiver <input type="checkbox"/> Family <input type="checkbox"/> Other

2. In the 72 hours prior to death, did the child have:	
a) Fever <input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes	h) Diarrhea <input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes
b) Excessive sweating <input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes	i) Stool changes <input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes
c) Lethargy or sleeping more than usual <input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes	j) Difficulty breathing <input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes
d) Fussiness or excessive crying <input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes	k) Apnea (stopped breathing) <input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes
e) Decrease in appetite <input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes	l) Cyanosis (turned blue/gray) <input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes
f) Vomiting <input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes	m) Seizures or convulsions <input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes
g) Choking <input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes	n) Other, specify:

3. In the 72 hours prior to death, was the child injured or did s/he have any other condition(s) not mentioned? <input type="checkbox"/> No <input type="checkbox"/> Yes → Describe:

4. In the 72 hours prior to death, was the child given any medications or vaccinations? <input type="checkbox"/> No <input type="checkbox"/> Yes → List Below: (please include any home remedies, herbal medications, over-the-counter medications)																									
<table border="1"> <thead> <tr> <th>Name of medication or vaccination</th> <th>Dose last given</th> <th>Date given Month Day Year</th> <th>Approx. Time Military Time</th> <th>Reason given/comments:</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> / / </td> <td> : </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> / / </td> <td> : </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> / / </td> <td> : </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> / / </td> <td> : </td> <td> </td> </tr> </tbody> </table>	Name of medication or vaccination	Dose last given	Date given Month Day Year	Approx. Time Military Time	Reason given/comments:			/ /	:				/ /	:				/ /	:				/ /	:	
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		/ /	:																						
		/ /	:																						
		/ /	:																						
		/ /	:																						

5. At any time in the child's life, did s/he have a history of?		Describe
a) Allergies (food, medication or other)	<input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes →	
b) Abnormal growth or weight loss/gain	<input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes →	
c) Apnea (stopped breathing)	<input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes →	
d) Cyanosis (turned blue/gray)	<input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes →	
e) Seizures or convulsions	<input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes →	
f) Cardiac (heart) abnormalities	<input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes →	
g) Other	<input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes →	

6. Did the child have any birth defects? <input type="checkbox"/> No <input type="checkbox"/> Yes → Describe:	

7. Describe the two most recent times that the child was seen by a physician or health care provider: (Include emergency department visits, clinic visits, hospital admissions, observational stays, and telephone calls)			
a) Date	First most recent visit ____/____/____ Month Day Year		Second most recent visit ____/____/____ Month Day Year
b) Reason for visit:			
c) Action taken:			
d) Physician's Name:			
e) Hospital/Clinic:			
f) Address:			
g) City, Zip code:			
f) Phone number:	() -		() -

8. Birth Hospital Name:			
Street Address:			
City:	State:	Zip code:	

-Incident Scene Investigation-

1. Where did the incident or death occur?			
2. Was this the primary residence? <input type="checkbox"/> No <input type="checkbox"/> Yes			
3. Is the site of the incident or death scene a daycare or other childcare setting? <input type="checkbox"/> Yes <input type="checkbox"/> No → Skip to question 8 below			
4. How many children were under the care of the provider at the time of the incident or death? _____ (Under 18 years old)			
5. How many adults were supervising the child(ren)? _____ (18 years or older)			
6. What is the license number and licensing agency for the daycare?			
License Number:		Agency:	
7. How long has the daycare been open for business?			
8. How many people live at the site of the incident or death scene?			
Number of adults (18 years or older):		Number of children (under 18 years old):	
9. Which of the following heating or cooling sources were being used? (Check all that apply)			
<input type="checkbox"/> Central air	<input type="checkbox"/> Window fan	<input type="checkbox"/> Electric (radiant) ceiling heat	<input type="checkbox"/> Open window(s)
<input type="checkbox"/> A/C window unit	<input type="checkbox"/> Gas furnace or boiler	<input type="checkbox"/> Wood burning fireplace	<input type="checkbox"/> Wood burning stove
<input type="checkbox"/> Ceiling fan	<input type="checkbox"/> Electric space heater	<input type="checkbox"/> Coal burning furnace	<input type="checkbox"/> Unknown
<input type="checkbox"/> Floor/table fan	<input type="checkbox"/> Electric baseboard heat	<input type="checkbox"/> Kerosene space heater	
<input type="checkbox"/> Other, specify:			
10. Describe the general appearance of the incident scene: (ex. Cleanliness, hazards, overcrowding, etc.)			

-Investigation Summary-

1. Are there any factors, circumstances, or environmental concerns about the incident scene investigation that may have impacted the child that have not yet been identified?

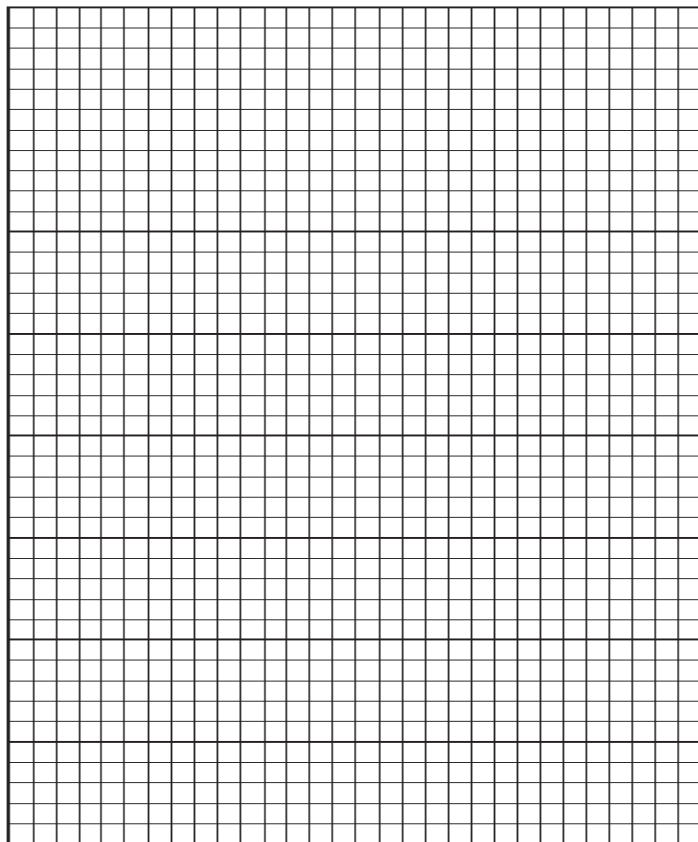
2. Arrival times:					
Law enforcement at scene:	:	DSI at scene:	:	Child at hospital:	:
	Military time		Military time		Military time

-Investigator's Notes-

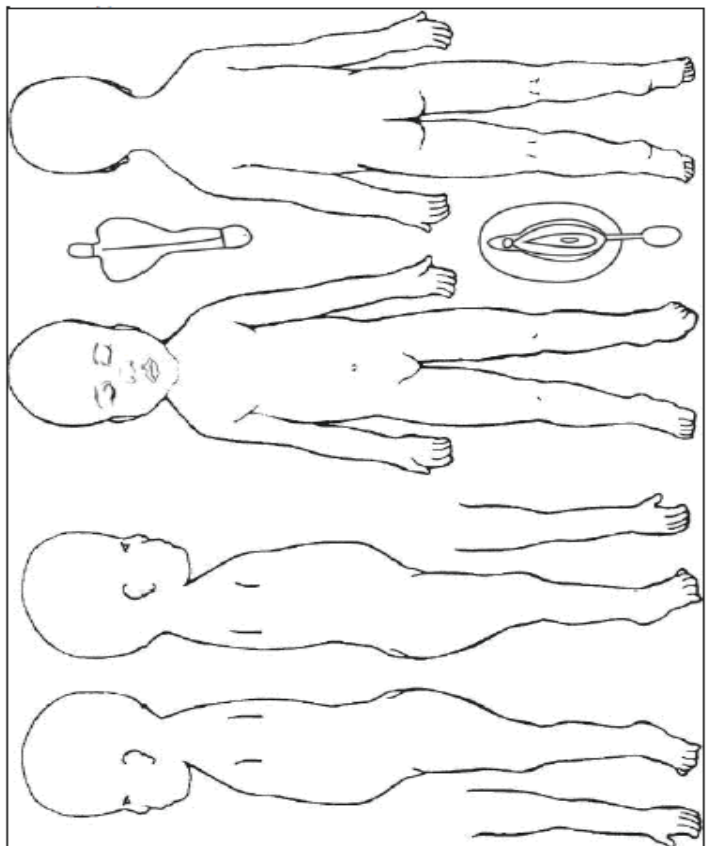
Indicate the task(s) performed:		
<input type="checkbox"/> Additional scenes(s)? (Forms attached)	<input type="checkbox"/> Doll reenactment/scene re-creation	<input type="checkbox"/> Photos or video taken and noted
<input type="checkbox"/> Materials collected/evidence logged	<input type="checkbox"/> Referral for counseling	<input type="checkbox"/> EMS run sheet/report
<input type="checkbox"/> Notify next of kin or verify notification	<input type="checkbox"/> 911 tape	
<input type="checkbox"/> Other (explain)		
If more than one person was interviewed, does the information differ? <input type="checkbox"/> No <input type="checkbox"/> Yes → Detail any differences, inconsistencies of relevant information: (ex. Placed on sofa, last known alive on chair)		

-Investigation Diagrams-

Scene Diagram:



Body Diagram:



Lead Death Investigator or Designee:

Signature:	Title:	Date:
Signature:	Title:	Date:

-Summary for Pathologist-

Case Information	Investigator Information:			
	Name:		Agency:	
	Investigated: / /		Pronounced dead: / /	
	Month	Day	Year	Military Time
Child Information:	Child Information:			
	Last Name:		First:	
	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female		Date of Birth: / /	
	Age: _____		Years _____ Months	
	Race: <input type="checkbox"/> White <input type="checkbox"/> Black/African Am. <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> Other		Ethnicity: <input type="checkbox"/> Hispanic/Latino	
Sleeping Environment	1. Indicate whether preliminary investigation suggests any of the following:			
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Asphyxia (ex. Wedging, choking, nose/mouth obstruction, neck compression, immersion in water)		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Hyperthermia/Hypothermia (ex. Hot or cold environments)		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Environmental hazards (ex. Carbon monoxide, noxious gases, chemicals, drugs, devices)		
Child History	<input type="checkbox"/> Yes <input type="checkbox"/> No	Recent hospitalization		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Previous medical diagnosis		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	History of acute life-threatening events (ex. Apnea, seizures, difficulty breathing)		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	History of medical care without diagnosis		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Recent fall or other injury		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	History of religious, cultural, or ethnic remedies		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Cause of death due to natural causes other than SIDS (ex. Birth defects, complications of pre-term birth)		
Family Info	<input type="checkbox"/> Yes <input type="checkbox"/> No	Prior sibling deaths		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Previous encounters with police or social service agencies		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Request for tissue or organ donation		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Objection to autopsy		
Exam	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pre-terminal resuscitative treatment		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Death due to trauma (injury), poisoning, or intoxication		
Investigator Insight	Any "Yes" answers should be explained and detailed. Brief description of circumstances:			
Pathologist	2. Pathologist Information:			
	Name:		Agency:	
	Phone: () -		Fax: () -	



Sudden Unexpected Infant Death Investigation Reporting Form

For use during the investigation of infant (under 1 year of age) deaths that are sudden, unexpected, and unexplained prior to investigation.

INFANT DEMOGRAPHICS

1. **Infant information.** Full name: _____ Date of birth: (mm/dd/yyyy) _____
- Age: _____ SS#: _____ Case number: _____
- Primary residence address: _____
- City: _____ State: _____ Zip: _____
2. Race: White Black/African Am. Asian/Pacific Islander Am. Indian/Alaskan Native Hispanic/Latino Other
3. Sex: Male Female

PREGNANCY HISTORY

1. **Birth mother information.** Unavailable Full name: _____
- Maiden name: _____ Date of birth: (mm/dd/yyyy) _____ SS#: _____
- Current address: _____
- Same as infant's primary residence address above City: _____
- State: _____ Zip: _____ Email address: _____
2. How long has the birth mother been at this address? Years: _____ Months: _____ Days: _____
3. Previous address(es) (cities/counties/states) in the past 5 years: _____
4. Did the birth mother receive prenatal care? Yes No Unknown
- If yes: At how many weeks or months did prenatal care begin? _____ Weeks _____ Months
- How many prenatal care visits were completed? _____
5. Where did the birth mother receive prenatal care? Physician/Provider: _____
- Hospital or Clinic: _____ Phone: _____
- Address: _____
- City: _____ State: _____ Zip: _____
6. Did the birth mother have any complications, medical conditions, or injuries during her pregnancy? (e.g., high blood pressure, bleeding, gestational diabetes, fall, or accident) Yes No Unknown
- If yes, describe:
-

7. During her pregnancy, did the birth mother use any of the following?

Substance	Use	Specify Type	Frequency
Over the counter medications	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown		
Prescribed medications	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown		
Herbal remedies	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown		
Alcohol	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown		
Illicit drugs (e.g., heroin)	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown		
Tobacco (e.g., cigarettes or e-cigarettes)	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown		
Other	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown		

INFANT HISTORY

1. Source of infant medical history information. (check all that apply)

- Doctor Other health care provider Medical record Parent or primary caregiver Other family member
 Other, specify: _____

2. Were there any complications during delivery or at birth? (e.g., emergency C-section, or infant needed oxygen)

Yes No Unknown *If yes, describe:* _____

3. Did the infant have abnormal newborn screening results? Yes No Unknown

If yes, describe: _____

4. Infant's length at birth: _____ IN CM

5. Infant's weight at birth: _____ LBS and OZ GM

6. Compared to the due date, when was the infant born?

Early (before 37 weeks) Late (after 41 weeks) On time How many weeks? _____ Infant's due date: (mm/dd/yyyy) _____

7. Was the infant a singleton or multiple birth? Singleton Twin Triplet Quadruplet or higher

8. Was the infant born with Neonatal Abstinence Syndrome (NAS)? (NAS is a drug withdrawal syndrome in newborns exposed to substances, like opioids, before birth) Yes No Unknown

If yes, did the infant need pharmacologic treatment? Yes No Unknown

9. Fill out the contact information for the infant's regular pediatrician and birth hospital.

Item	Regular Pediatrician	Birth Hospital
Date	<i>Of last visit:</i> _____	<i>Of discharge:</i> _____
Name of hospital or clinic		
Address		
Phone number		

10. Describe the two most recent times the infant was seen by a health care provider.

(include ER and clinic visits, hospital admissions, observational stays, regular pediatrician, and phone calls)

Visit type	1 st most recent visit	2 nd most recent visit
Reason for visit		
Action taken		
Date		
Physician's name		
Hospital or clinic		
Address		
Phone number		

11. Did the infant have any of the following?

Symptom	Within 72 hrs of incident
Fever	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Cough	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Diarrhea	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Excessive sweating	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Stool changes	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Lethargy or sleeping more than usual	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Difficulty breathing	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Fussiness or excessive crying	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Exposure to anyone who was sick <i>(e.g., at home or at daycare)</i>	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Decrease in appetite	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Falls or injuries	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Other, specify: _____	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown

Symptom	Within 72 hrs of incident	At any time
Allergies or allergic reactions <i>(food, medication, or other)</i>	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Abnormal growth, weight gain, or weight loss	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Apnea <i>(stopped breathing)</i>	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Cyanosis <i>(turned blue or gray)</i>	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Seizures or convulsions	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Cardiac <i>(heart)</i> abnormalities	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Colic <i>(frequent prolonged crying/chronic inconsolable fussiness)</i>	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Feeding issues <i>(e.g., reflux)</i>	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Vomiting	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Choking	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Other, specify: _____	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown

If yes to any of the above, describe:

12. Infant exposed to second hand smoke? (*environmental tobacco smoke*) Yes No Unknown

If yes, how often? Frequently (*several times a week*) Occasionally (*several times a month*) Unknown

13. In the 72 hours before death, was the infant given any vaccinations or medications? (*include any home remedies, herbal medications, prescription medications, over-the-counter medications*)

Vaccine or medication name	Dose last given	Date given (mm/dd/yy)	Approx. time given	Reasons given or comments

14. Was the infant last placed to sleep with a bottle? Yes No Unknown

If yes, was the bottle propped? (*object used to hold bottle while infant feeds*) Yes No Unknown

If yes: What object propped the bottle? _____

Could the infant hold the bottle? Yes No Unknown

15. Who was the last person to feed the infant? (*name and familial relationship to infant*)

16. Did the death occur during feeding? Breastfeeding Bottle-feeding Eating solids Not during feeding

17. Was the infant ever breastfed? Yes No Unknown *If yes, for how many months?* _____

18. What did the infant consume in the 24 hours prior to death?

Consumed?	If yes, describe	If yes, newly introduced?	If yes, was this the last thing consumed prior to incident?	If last fed, indicate quantity	If last fed, indicate date and time?
<input type="checkbox"/> Breastmilk		<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No		
<input type="checkbox"/> Formula		<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No		
<input type="checkbox"/> Water		<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No		
<input type="checkbox"/> Other liquids		<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No		
<input type="checkbox"/> Solids		<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No		
<input type="checkbox"/> Other		<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No		

19. Among the infant's blood relatives (*siblings, parents, grandparents, aunts, uncles, or first cousins*) was there any...

Sudden or unexpected death before the age of 50? Yes No Unknown

Heart disease? (*e.g., cardiomyopathy, Marfan or Brugada syndrome, long or short QT syndrome, or catecholaminergic polymorphic ventricular tachycardia*)

Yes No Unknown

If yes to either, describe: (include relation to infant) _____

20. Did the infant have any birth defect(s)? Yes No Unknown

If yes, describe: _____

21. Was the infant able to roll over on his or her own? (check all that apply) Front to back Back to front

22. Indicate the infant's ability to lift or hold his or her head up. Unable 1 second 5 seconds ≥10 seconds Unknown

23. Was the infant meeting or not meeting growth and developmental milestones? (e.g., sitting up, crawling, rolling over, or feeding well. Include if the caregiver, supervisor, or medical professional had any concerns.)

24. Is there anything else that may have affected the infant that has not yet been documented? (e.g., exposed to fumes, infant unusually heavy, placed with positional support or wedge, or international travel)

INCIDENT SCENE INVESTIGATION

1. Incident scene (place infant found unresponsive or dead). **Type of location?** (e.g., primary residence, daycare, or grandmother's house)

Address: _____ City: _____
 State: _____ Zip: _____

2. Was the infant in a new or different environment? (not part of the infant's normal routine) Yes No Unknown

If yes, describe: _____

3. Did the death occur at a daycare? Yes No Unknown

If yes: How many children younger than 18 years of age were under the care of the provider at the time of the incident? (including their own children) _____

How many adults aged 18 years or older were supervising the child(ren)? _____

How long has the daycare been open for business? _____

Is the daycare licensed? Yes No Unknown

If yes: License number? _____ Licensing agency? _____

4. How many people live at the incident scene? **Children** (younger than 18 years) _____ **Adults** (18 years or older) _____

5. What kind of heating or cooling sources were being used at the incident scene? (e.g., A/C window unit, wood-burning fireplace, or open window)

6. Was there a working carbon monoxide (CO) alarm at the incident scene? Yes No Unknown

7. Indicate the temperature of the room where the infant was found unresponsive, and the surrounding area. (fill in temperatures)

Thermostat setting: _____ Thermostat reading: _____ Incident room: _____ Outside: _____ Time of reading: _____

8. Which of these devices were operating in the room where the infant was found unresponsive? (check all that apply)

Fan Apnea monitor Humidifier Vaporizer Air purifier None Unknown

Other, specify: _____

9. What was the source of drinking water at the incident scene? (check all that apply)

Public or municipal water Bottled water Well water Unknown

Other, specify: _____

10. Which of the following were present at the incident scene? *(check all that apply)*

- Insects Mold growth Smokey smell Pets Dampness Peeling paint Visible standing water
 Presence of alcohol containers Rodents or vermin None
 Odors or fumes, describe: _____
 Presence of prescription drugs, describe: _____
 Presence of illicit drugs or drug paraphernalia, describe: _____
 Other, describe: _____

11. Describe the general appearance of incident scene. *(e.g., cleanliness, hazards, or overcrowding)*

12. Is there anything else that may have affected the infant that has not yet been documented? *(e.g., drug or alcohol use at scene, history of domestic violence, or child abuse or neglect)*

INCIDENT CIRCUMSTANCES

1. Who was the usual caregiver(s)? *(name(s) and familial relationship to infant)* _____

2. Who was the caregiver(s) at the time of the incident? *(name(s) and familial relationship to infant)*

3. Who found the infant unresponsive? *(If caregiver is same as birth mother Skip question #3)*

Full name: _____

Address: _____ City: _____

State: _____ Zip: _____ Date of birth: _____

Email address: _____ Phone number: _____

Work address: _____

Familial relationship to infant? *(e.g., birth mother, grandfather, or adoptive or foster parent)*

4. Describe what happened. *(include details about how the infant was found)*

5. Was there anything different about the infant in the last 24 hours? Yes No Unknown

If yes, describe:

6. What was the temperature in the incident room? Hot Cold Normal Other

7. Was there a crib, bassinet, or portable crib at the place of incidence? Yes No Unknown

If yes, was it in good or usable condition? *(e.g., not broken or not full of laundry)* Yes No Unknown

If no, explain:

8. Where was the infant (P)laced before death, (L)ast known alive, (F)ound, and (U)sually placed? (*write P, L, F, or U, leave blank if none*)

- Crib Portable Crib Waterbed Stroller Playpen/play area (*not portable crib*)
 Bassinet Sofa/couch Swing Futon Bouncy chair
 Bedside sleeper Chair Baby box Floor Rocking sleeper
 Car seat Unknown Held in person's arms In-bed sleeper

Other, specify: _____

Adult bed — *If yes, what type?* Twin Full Queen King Unknown

Other, specify: _____

9. Describe the condition and firmness of the surface where the infant was found.

10. Was the infant wrapped or swaddled? Yes No Unknown

If yes: Describe the arm position. Arms free and out Arms in One arm in and one arm out

Describe swaddle. (*include blanket type and tightness*) _____

11. What was the infant wearing? (*e.g., t-shirt or disposable diaper*) _____

12. What was the infant's usual sleep position? Sitting Back Stomach Side Unknown

13. Describe the circumstances of infant when last placed by caregiver, last known alive, and found.

	Placed	Last known alive	Found
Date			
Time			
Location (<i>e.g., living room or bedroom</i>)			
Position (<i>e.g., sitting, back, stomach, side, or unknown</i>)			
Face position (<i>e.g., down, up, left, right, or unknown</i>)			
Neck position (<i>e.g., hyperextended or head back, hyperextended or chin to chest, neutral, or turned</i>)			

14. Was the infant's airway obstructed by a person or object when found? (*includes obstruction of the mouth or nose, or compression of the neck or chest*)

Unobstructed Fully obstructed Partially obstructed Unknown

If fully or partially, what was obstructed or compressed? (check all that apply) Nose Mouth Chest Neck

15. Indicate the items present in the sleep environment and their positional relation to the infant when the infant was found.

Item	Present?	If yes, position in relation to infant?	If yes, did object obstruct the infant's mouth, nose, chest, or neck?
Adult(s) (18 years or older)	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Over <input type="radio"/> Under <input type="radio"/> Next to <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Other child(ren) (younger than 18 years)	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Over <input type="radio"/> Under <input type="radio"/> Next to <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Animal(s)	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Over <input type="radio"/> Under <input type="radio"/> Next to <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Mattress	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Over <input type="radio"/> Under <input type="radio"/> Next to <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Comforter, quilt or other	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Over <input type="radio"/> Under <input type="radio"/> Next to <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Fitted sheet	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Over <input type="radio"/> Under <input type="radio"/> Next to <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Thin blanket	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Over <input type="radio"/> Under <input type="radio"/> Next to <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Pillow(s)	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Over <input type="radio"/> Under <input type="radio"/> Next to <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Cushion	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Over <input type="radio"/> Under <input type="radio"/> Next to <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Nursing or u-shaped pillow	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Over <input type="radio"/> Under <input type="radio"/> Next to <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Sleep positioner (wedge)	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Over <input type="radio"/> Under <input type="radio"/> Next to <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Bumper pads	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Over <input type="radio"/> Under <input type="radio"/> Next to <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Clothing (not on a person)	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Over <input type="radio"/> Under <input type="radio"/> Next to <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Crib railing or side	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Over <input type="radio"/> Under <input type="radio"/> Next to <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Wall	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Over <input type="radio"/> Under <input type="radio"/> Next to <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Toy(s)	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Over <input type="radio"/> Under <input type="radio"/> Next to <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
Other, specify: _____	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Over <input type="radio"/> Under <input type="radio"/> Next to <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown

If yes to adult(s) or child(ren) sharing sleep surface with the infant, complete table below. NA

Name of individual(s) sharing sleep surface with infant	Relationship to infant	Age	Height	Weight	Impaired by drugs or alcohol?	Fell asleep feeding infant?
					<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
					<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown
					<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown

If yes to impaired, describe: _____

16. Were there any secretions present at the scene? Yes No Unknown

If yes, describe: (include where they were found)

17. Was there evidence of wedging? (wedging is an obstruction of the nose or mouth, or compression of the neck or chest as a result of being stuck or trapped between inanimate objects) Yes No Unknown

If yes, describe: _____

18. Was there evidence of overlay? (overlay is an obstruction of the nose or mouth, or compression of the neck or chest as a result of a person rolling on top of or against an infant) Yes No Unknown

If yes, describe: _____

19. Was the infant breathing when found? Yes No Unknown

If no, did anyone witness the infant stop breathing? Yes No Unknown

20. Describe the infant's appearance when found. (*indicate all that apply*)

Appearance	Present?	Describe and specify location
Discoloration around face, nose, or mouth	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	
Secretions or fluids (<i>e.g., foam, froth, or urine</i>)	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	
Skin discoloration (<i>e.g., livor mortis, pale areas, darkness, or color changes</i>)	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	
Pressure marks (<i>e.g., pale areas, or blanching</i>)	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	
Rash or petechiae (<i>e.g., small, red blood spots on skin, membrane, or eyes</i>)	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	
Marks on body (<i>e.g., scratches or bruises</i>)	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	
Other: _____	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	

21. What did the infant feel like when found? (*check all that apply*)

- Sweaty
 Warm to touch
 Cool to touch
 Limp/flexible
 Rigid/stiff
 Unknown
 Other, specify: _____

22. Did EMS respond? Yes No Unknown
 If yes, was the infant transported? Yes No Unknown

23. Was resuscitation attempted? Yes No Unknown
 If yes: By whom? (*e.g., EMS, bystander, or parent*) _____

Date: (*mm/dd/yyyy*) _____ Time: _____

Type of compression? (*check all that apply*)

- Two finger
 One hand
 Two hands
 Was rescue breathing done? Yes No Unknown

The following questions refer to the caregiver(s) at the time of death.

24. Has the caregiver ever had a child under their care die suddenly and unexpectedly? Yes No Unknown
 If yes, explain: (*include familial relationship of child and infant, and cause of death*) _____

25. Were the infant and caregiver in the *same room* at the time of the incident, but not sharing the same sleep surface?
 Yes No Unknown N/A - sharing a sleep surface

26. Was the infant's caregiver using any of the following during the incident? (*indicate all that apply*)

Substance	Caregiver used?	Frequency
Over the counter medications	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	
Prescription medications	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	
Opioids	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	
Tobacco, specify: (<i>e.g., cigarettes or e-cigarettes</i>)	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	
Alcohol	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	
Herbal remedies	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	
Other, specify: _____	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown	

Was the infant's caregiver asked to consent to blood or urine for drug/alcohol testing? Yes No Unknown

If yes, what were the results? _____

INVESTIGATION SUMMARY

1. Arrival dates and times.

Person(s) involved	Hospital	Incident scene
Infant		N/A
Law enforcement		
Death investigator		

2. Agencies conducting an investigation? (check all that apply) Child protective services
 Death investigator from medical examiner or coroner office Law enforcement, specify: _____
 Other, specify: _____

3. Indicate when the form was completed. Date: (mm/dd/yyyy) _____ Time: _____

4. If more than one person was interviewed, does the information provided differ? Yes No N/A
 If yes, detail any differences or inconsistencies of relevant information. (e.g., placed on sofa or last known alive on chair)

5. Indicate the task(s) performed. (check all that apply) Additional scene(s) (forms attached) conducted Photos or video taken
 Materials collected or evidence logged Next of kin notified 911 tape obtained EMS run sheet or report obtained
 Witness(es)/caregiver(s) interviewed

6. Was the family offered grief counseling services? Yes No Unknown

7. Was a doll scene reenactment performed? Yes No Unknown

If no, why? _____

If yes: How was it documented? (check all that apply) Photographed Videoed Other, specify: _____

Where was it performed? Incident scene Hospital Other, specify: _____

Indicate when the doll reenactment was performed. Date performed: (mm/dd/yyyy) _____ Time performed: _____

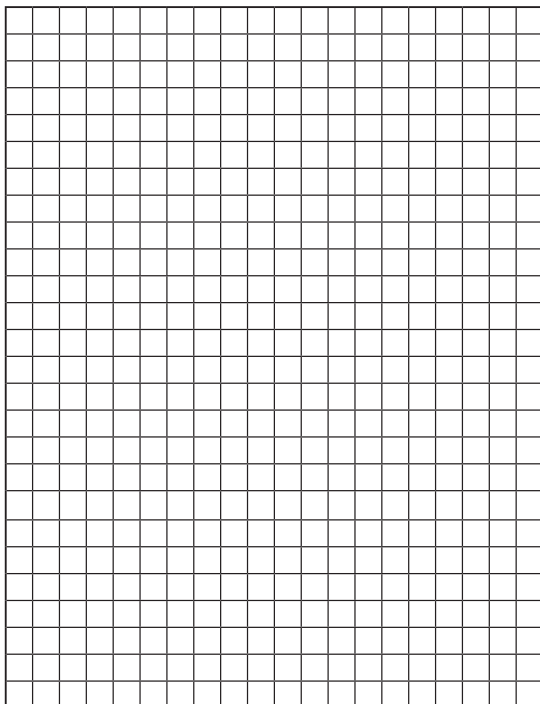
Were photos provided to the pathologist? Yes No Unknown

Do the scenarios given during the doll reenactment(s) match what was seen during the preliminary investigation?

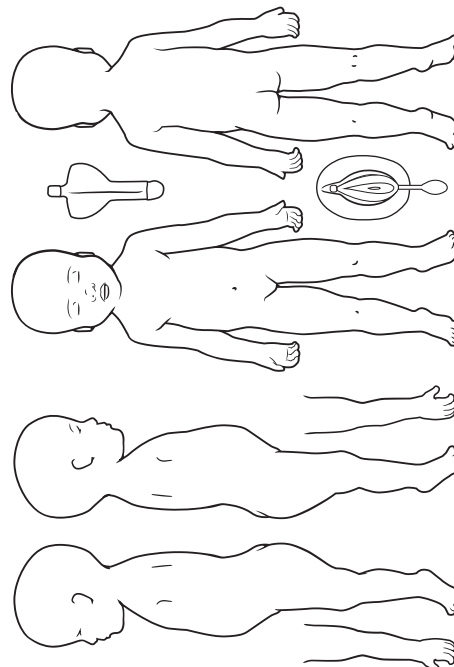
Yes No N/A

INVESTIGATION DIAGRAMS

1. Scene diagram (illustrate the infant's sleep environment)



2. Body diagram (note visible injuries, livor mortis, or rigor mortis)



3. Scene and doll reenactment photos (include with form)

SUMMARY FOR PATHOLOGIST

1. Investigator information. Name: _____ Agency: _____

Phone: _____ Email address: _____

2. Indicate when the investigation took place. Date: *mm/dd/yyyy* _____ Time: _____

3. Indicate when the infant was pronounced dead. Date: *(mm/dd/yyyy)* _____ Time: _____

4. Indicate when it is estimated the infant died. Date: *(mm/dd/yyyy)* _____ Time: _____

5. Location of death: *(e.g., home or hospital)* _____

6. Data sources consulted to complete this form. *(check all that apply)* Infant medical records Birth records Prenatal records

Witness interview Photos/videos from caregivers demonstrating injuries, developmental milestone, or medical concerns

Other, specify: _____

7. Indicate whether preliminary investigation suggests any of the following. *(indicate all that apply)*

Sleeping Environment	Yes	No
Asphyxia <i>(e.g., evidence of overlying, wedging, choking, nose or mouth obstruction, re-breathing, neck or chest compression, or immersion in water)</i>	<input type="radio"/>	<input type="radio"/>
Sharing of sleep surface with adults, children, or pets	<input type="radio"/>	<input type="radio"/>
Change in sleep condition <i>(e.g., unaccustomed stomach sleep position, location, or sleep surface)</i>	<input type="radio"/>	<input type="radio"/>
Hyperthermia or hypothermia <i>(e.g., excessive wrapping, blankets, clothing, or hot or cold environments)</i>	<input type="radio"/>	<input type="radio"/>
Environmental hazards <i>(e.g., carbon monoxide, noxious gases, chemicals, drugs, or devices)</i>	<input type="radio"/>	<input type="radio"/>
Unsafe sleep condition <i>(e.g., non-supine, couch, adult bed, stuffed toys, pillows, or soft bedding)</i>	<input type="radio"/>	<input type="radio"/>

Infant History	Yes	No
Diet <i>(e.g., solids introduced)</i>	<input type="radio"/>	<input type="radio"/>
Recent hospitalization	<input type="radio"/>	<input type="radio"/>
Previous medical diagnosis	<input type="radio"/>	<input type="radio"/>
History of acute life threatening events <i>(e.g., apnea, seizures, or difficulty breathing)</i>	<input type="radio"/>	<input type="radio"/>
History of medical care without diagnosis	<input type="radio"/>	<input type="radio"/>
Recent fall or other injury	<input type="radio"/>	<input type="radio"/>
History of religious, cultural or alternative remedies	<input type="radio"/>	<input type="radio"/>
Cause of death due to natural causes other than SIDS <i>(e.g., birth defects or complications of preterm birth)</i>	<input type="radio"/>	<input type="radio"/>

Family Information	Yes	No
Prior sibling deaths	<input type="radio"/>	<input type="radio"/>
Sudden or unexpected death before the age of 50 or heart disease <i>(e.g., cardiomyopathy, Marfan or Brugada syndrome, long or short QT syndrome, catecholaminergic polymorphic ventricular tachycardia)</i> among the infant's blood relatives <i>(e.g., siblings, parents, grandparents, aunts, uncles, or first cousins)</i>	<input type="radio"/>	<input type="radio"/>
Previous encounters with police or social service agencies	<input type="radio"/>	<input type="radio"/>
Request for tissue or organ donation	<input type="radio"/>	<input type="radio"/>
Objection to autopsy	<input type="radio"/>	<input type="radio"/>

Exam	Yes	No
Preterminal resuscitative treatment	<input type="radio"/>	<input type="radio"/>
Signs of trauma or injury, poisoning, or intoxication	<input type="radio"/>	<input type="radio"/>

Other	Yes	No
Suspicious circumstances	<input type="radio"/>	<input type="radio"/>
Other alerts for pathologist's attention	<input type="radio"/>	<input type="radio"/>

If yes to any of the above, explain in detail: (description of circumstances)

8. Medical examiner or pathologist information.

Name: _____

Agency: _____

Phone: _____ **Fax:** _____ **Email address:** _____

Visit <https://www.cdc.gov/sids/SUIDRF.htm> for Additional Investigative Scene Forms of Body Diagram, EMS Interview, Hospital Interview, Immunization Record, Infant Exposure History, Informant Contact, Law Enforcement Interview, Materials Collection Log, Non Professional Responder Interview, Parental Information, Primary Residence Investigation, and Scene Diagram.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY, BY
AND THROUGH THE METROPOLITAN
BOARD OF PUBLIC EDUCATION
AND THE
METROPOLITAN PUBLIC HEALTH
DEPARTMENT**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the **METROPOLITAN NASHVILLE BOARD OF PUBLIC EDUCATION** (“MBPE”) and the **METROPOLITAN PUBLIC HEALTH DEPARTMENT** (“MPHD”), both of which are units of The Metropolitan Government of Nashville and Davidson County, a governmental, municipal and public corporation created and existing under and by virtue of the Constitution and laws of the State of Tennessee (the “Metropolitan Government”) (collectively, the “Parties”).

WHEREAS, MPHD and MBPE desire to work together to provide certain school nursing services to serve the health needs of the MBPE students as well as other health services as specified in this MOU.

WHEREAS, it is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this MOU, both parties certify and warrant they will comply with this policy. 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 Metro’s 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. Accordingly, both parties shall, upon request, show proof of such nondiscrimination and to post, in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

WHEREAS, all educational records created, disclosed or maintained pursuant to the terms of this MOU are confidential and shall be created, disclosed and

maintained pursuant to the provisions of Family Educational Rights and Privacy Act, also known as FERPA (20 U.S.C.A. s1232g), its regulations and MBPE policy.

NOW, THEREFORE, the Parties hereby agree as follows:

I. Roles and Responsibilities—The Parties

The Parties understand and agree that they remain separate departments within the Metropolitan Government, governed by separate leadership and operating pursuant to separate departmental policies, rules and regulations. The Parties understand and agree that departmental leadership directives, policies, rules and regulations do and may impact the operation of this MOU and that the Parties must operate within all applicable directives, policies, rules and regulations. Each Party agrees to provide written notice to the other Party of any departmental changes that may reasonably be anticipated to impact this MOU.

A. MPHD Responsibilities:

1. Provide comprehensive school nursing services to MBPE students in pre-kindergarten through twelfth grade, exceptional education students from ages 3 through 21, inclusive, and any private schools that have a service plan through the Department of Exceptional Education. However, nursing services will not be provided at charter schools. All school nursing services will be provided in accordance with the Guidelines for Use of Healthcare Professionals and Healthcare Procedures in a School Setting, the National Association of School Nursing Guidelines, Tennessee Code Annotated (TCA) 49-50-1601 and 49-50-1602 and MBPE District Standard Operating Procedures (DSOPs). School nursing services will be provided during normal school operating hours including Extended School Year (ESY) and Promising Scholars summer sessions. Specifically, MPHD will provide the following services for school nursing purposes:

a. Daily nursing care to individual students required pursuant to an Individual Education program (IEP), Individual Health Plan (IHP), Emergency Care Plan (ECP) or other medical order. This care includes, but is not limited to, catheterizations, glucose monitoring, insulin injections, percussions, tube feedings, tracheotomy suctioning, emergency first aid and inhalation therapy. At Harris Hillman Exceptional Education School, additional services such as administration of medications, among others, are required.

b. Placement of nurses in schools based on the number of students requiring procedures ordered by their primary care provider and in schools with the greatest medical needs as mutually determined by MBPE and MPHD.

- c. Monitoring of student medication records monthly utilizing the District electronic health record.
- d. Verification of the accuracy of doctors' orders entered into the District electronic health record by MBPE staff.
- e. Maintenance of electronic student records in the District electronic health record regarding procedures or mediations administered by MPHD nurses.
- f. Daily nursing care to students who do not have an IEP, IHP or medical order as time permits for the nurse on location in that school at the time the medical need arises.
- g. Placement of a school nurse for each school covered by this MOU who will attend to the medical needs of the students in that school as time, student safety, and professionalism allow. The school nurse's first responsibility is the completion of student procedures (e.g., catheterizations, glucose monitoring, insulin injections, percussions, tube feedings, tracheotomy suctioning, and inhalation therapy), so they may not be immediately available to assist the "assigned" school if they are conducting procedures.
- h. Attendance at all IEP and 504 Team Meetings for students covered by this MOU whose IEPs or 504 Accommodation Plan includes a nursing component.
- i. As necessary, development of Individualized Health Plans (IHP) for students covered by this MOU.
- j. As necessary, development of Emergency Care Plans (ECP) for students covered by this MOU.
- k. A bi-annual competency assessment of a student's proficiency in performing an invasive procedure, the penetration of a deep body tissue or organ, such as, blood glucose monitoring and catheterization.
- l. Training and annual renewal of school personnel on the dispensing of medication.
- m. Training and annual renewal of school personnel on the administration of emergency medications such as epinephrine, glucagon and anti-seizure medications in accordance with Tennessee Code Annotated and MBPE District Standard Operating Procedures (DSOPs).
- n. Education of students in preventative health care and management of chronic diseases, as time permits after other duties are fulfilled.

- o. Provide MBPE with reports as specified or required to include:
 - i. Notification of any school nursing positions remaining unfilled longer than two weeks within the previous month.
 - ii. Monthly list of procedures and other medical interventions performed by nurses for each school covered by this MOU.

2. In addition to the school nurse services, MPHD will provide, contingent upon funding, the following health services to students at no cost to MBPE: dental screening, examination and sealants to students at schools of high needs as determined by Community Eligible Provision or CEP as designated by the MNPS Director of Student Health.

B. Metropolitan Board of Public Education Responsibilities:

1. Provide adequate workspace for MPHD personnel to perform school nursing services.
2. Provide telephone service, computer network and printer access, access to a copier and a locked space for medication and for health records.
3. Provide access to all information on each student requiring nursing intervention to allow services to be appropriately provided.
4. Provide MPHD access to all relevant MBPE policies, goals, strategies and communications pertaining to school nursing.
5. Require MBPE staff to enter health information regarding medications or services provided by MBPE staff in the District electronic records.
6. For services rendered under Subsection I.A.1., MBPE will pay MPHD \$10,538,852.10 for the 2022-2023 fiscal year as shown in Attachment 1: Budget. On or before July 1 of each following year of this MOU, the amount paid for the upcoming fiscal year (July 1 through June 30 of each year) shall be modified to include any and all changes in salary and benefits for Metropolitan Government of Nashville and Davidson County employees, including but not limited to cost of living adjustments, open range increases, merit pay, and/or bonuses. Any such modifications will be presented in the form of an updated Attachment 1: Budget. Payments shall be made by journal voucher to the MPHD upon receipt of an invoice once per month for work satisfactorily completed. In the event additional nurses must be hired to fulfill the requirements of this MOU, the costs and payments associated with this MOU may escalate.

C. The determination that a student requires “one on one” care or other high intensity nursing care shall be made by the MPHD Director or designee and reported to the MBPE Director for Student Health Services. Whenever possible, these services will be provided by the staffing level required to meet the standard services specified by subsection I.A.1. If a joint determination is made pursuant to subsection I.D. below that the service is above and beyond the level of school nursing services required by section I.A.1., the MPHD shall obtain the service and bill MBPE. The cost of this service will not be included in the amount specified in subsection I.B.6. above. If the MBPE decides to provide “one on one” care or other high intensity nursing care, despite a determination by the MPHD that it is not medically necessary, the cost of this service shall not be included in the amount specified in Section I.B.6. above, but MPHD shall obtain the service and bill MBPE.

D. A joint review process will be used if additional resources are required to fulfill the requirements of section I.A.1. The decision shall be made jointly by MBPE and MPHD. Additional nursing services may be provided by hiring additional nurses as directed by the contract between MPHD and the nursing agencies.

E. If funds from Medicaid reimbursement in the schools are made available to the MNPS Student Health Services Director, the appropriation and expenditure of such funds will be determined jointly by the MNPS Director of Student Health Services and the MPHD School Health Program Manager.

F. If the normal staffing level is not able to meet the field trip requirements, the MPHD will provide the service at the actual contracted rate and bill MBPE. The cost of these services will not be included in the amount specified in Section I.B.6. above.

II. Amendments

This Memorandum of Understanding may be amended at any time by mutual agreement of the parties in writing.

III. Termination

Any party to this MOU may terminate this agreement by providing the other party with written notice of their intent to do so thirty (30) days prior to the date of termination.

IV. Term

The Term of this MOU will begin July 1, 2022, and end on June 30, 2027.

V. Additional Federal Terms and Provisions

MPHD is hereby informed and acknowledges that MBPE intends to submit all or part of the costs incurred under this MOU for payment or reimbursement using federal grant funds. As such, to the extent the costs are submitted under any federal grant and as may be applicable, MPHD agrees to comply with the additional terms and conditions included in the attached **Appendix I Federal Terms and Provisions**.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION:

METROPOLITAN PUBLIC HEALTH DEPARTMENT:

Director, MPH

APPROVED:

Chair, Metropolitan Board of Public Health

MBPE Board Chair

RECOMMENDED:

Director of Procurement

Department Head

Executive Staff Member

Chief Strategy Officer

APPROVED AS TO AVAILABILITY OF FUNDS:

Account #: _____

Chief Financial Officer

Metropolitan Director of Finance

APPROVED AS TO INSURANCE:

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Director of Insurance

Metropolitan Clerk

APPROVED AS TO FORM AND LEGALITY:

Date Filed

Metropolitan Attorney

APPENDIX I FEDERAL TERMS AND PROVISIONS

1.1 Access to Records. The following access to records requirements apply to this MOU in addition to any requirements that may be elsewhere imposed:

- 1.1.1. MPHD agrees to provide MBPE, the Comptroller General of the United States, or any of their authorized representatives or designees, access to any books, documents, papers, and records of MPHD which are directly pertinent to this MOU for the purposes of making audits, examinations, excerpts, and transcriptions. MPHD shall keep its books, documents, papers, and records available for this purpose for at least five years after this MOU terminates or expires or such longer time as requested by MBPE at any time prior to the expiration of the then applicable time frame. This provision does not limit the applicable statute of limitations.
- 1.1.2. MPHD agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 1.1.3. MPHD agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this MOU, if applicable.
- 1.1.4. MPHD shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if MPHD does not transfer the records to MBPE or any authorized or designated federal representative.

1.2. Environmental Compliance.

- 1.2.1. MPHD shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
- 1.2.2. MPHD shall report all violations to MBPE, the U.S. Department of Education, the Tennessee State Department of Education, and the regional office of the Environmental Protection Agency.
- 1.2.3. MPHD shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
- 1.2.4. MPHD shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201 et seq.).

1.3. Contract Work Hours and Safety Standards Act.

- 1.3.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 1.3.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, MPHD and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 1.3.3. Withholding for unpaid wages and liquidated damages. The applicable federal funding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by MPHD or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- 1.3.4. Subcontracts. MPHD or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.3.1) through (1.3.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.3.1) through (1.3.4) of this section.

1.4. Equal Employment Opportunity. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent the MOU meets this definition, MPHD agrees as follows:

- 1.4.1. MPHD will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. MPHD will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. MPHD agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 1.4.2. MPHD will, in all solicitations or advertisements for employees placed by or on behalf of MPHD, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 1.4.3. MPHD will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with MPHD's legal duty to furnish information.
- 1.4.4. MPHD will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of MPHD's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1.4.5. MPHD will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 1.4.6. MPHD will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 1.4.7. In the event of MPHD's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and MPHD may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 1.4.8. MPHD will include the portion of the sentence immediately preceding paragraph 1.4.1 and the provisions of paragraphs 1.4.1 through 1.4.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. MPHD will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, MPH D may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

1.5. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

1.5.1. If MPH D intends to subcontract any portion of the work covered by this MOU, MPH D must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

1.5.1.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

1.5.1.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

1.5.1.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

1.5.1.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

1.5.1.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

1.6. Immigration and Nationality Act.

MPHD agrees to comply with the terms of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act.

1.7. Administrative Remedies for False Claims and Statements.

MPHD acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to MPHD's actions pertaining to this MOU.

1.8. Remedies.

1.8.1. If any work performed and/or goods delivered by MPHD fails to meet the requirements of the MOU, any other applicable standards, codes or laws, or otherwise breaches the terms of the MOU, MBPE may in its sole discretion:

1.8.1.1. elect to have MPHD re-perform or cause to be re-performed, at MPHD's sole expense, any of the work which failed to meet the requirements of the MOU;

1.8.1.2. in the case of goods, reject the goods and require MPHD to provide replacement goods that meet the needs of MBPE and the terms of the MOU;

1.8.1.3. hire another contractor to perform the work and deduct any additional costs incurred by MBPE as a result of substituting contractors from any amounts due to MPHD; or

1.8.1.4. pursue and obtain any and all other available legal or equitable remedies.

1.8.2. This Section shall in no way be interpreted to limit MBPE's right to pursue and obtain any and all other available legal or equitable remedies against MPHD.

1.9. Compliance with Applicable Laws.

1.9.1. MPHD agrees to be bound by the terms of the Federally-Funded Subaward and Grant Agreement between MBPE and the U.S. Department of Education and/or the Tennessee State Department of Education, if applicable.

- 1.9.2. The MPH D agrees to be bound by all applicable state and federal laws, regulations, and Executive Orders.

1.10. Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(to be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

MPHD certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, MPHD understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Date _____

Signature

Name:

Title:

**Memorandum of Understanding
between
State of TN Department of Health
and
[REDACTED] County Metro Health Department**

This Memorandum of Understanding between the State of TN Department of Health, Division of Communicable and Environmental Diseases and Emergency Preparedness, hereinafter referred to as “CEDEP”, and the [REDACTED] County Metro Health Department, hereinafter referred to as “MPHD”, represents an agreement between the parties concerning certain matters related to the utilization and maintenance of the Mobile Vaccination Unit trailer.

WHEREAS, the parties wish to memorialize the responsibilities of each party and the terms and conditions under this MOU agree as follows;

RESPONSIBILITIES OF THE PARTIES:

1. **MPHD:**
 - a. Perform all maintenance required to keep the equipment in good working order by utilizing Tennessee Department of Transportation Division of Maintenance
 - b. Utilize the equipment to outreach for public health needs such as the COVID-19 vaccination efforts
 - c. Report inventory of product as required by CEDEP
 - d. Maintain cleanliness of equipment as received from CEDEP
 - e. Report any damages to the equipment to CEDEP immediately
 - f. Provide secured storage of equipment when not in use

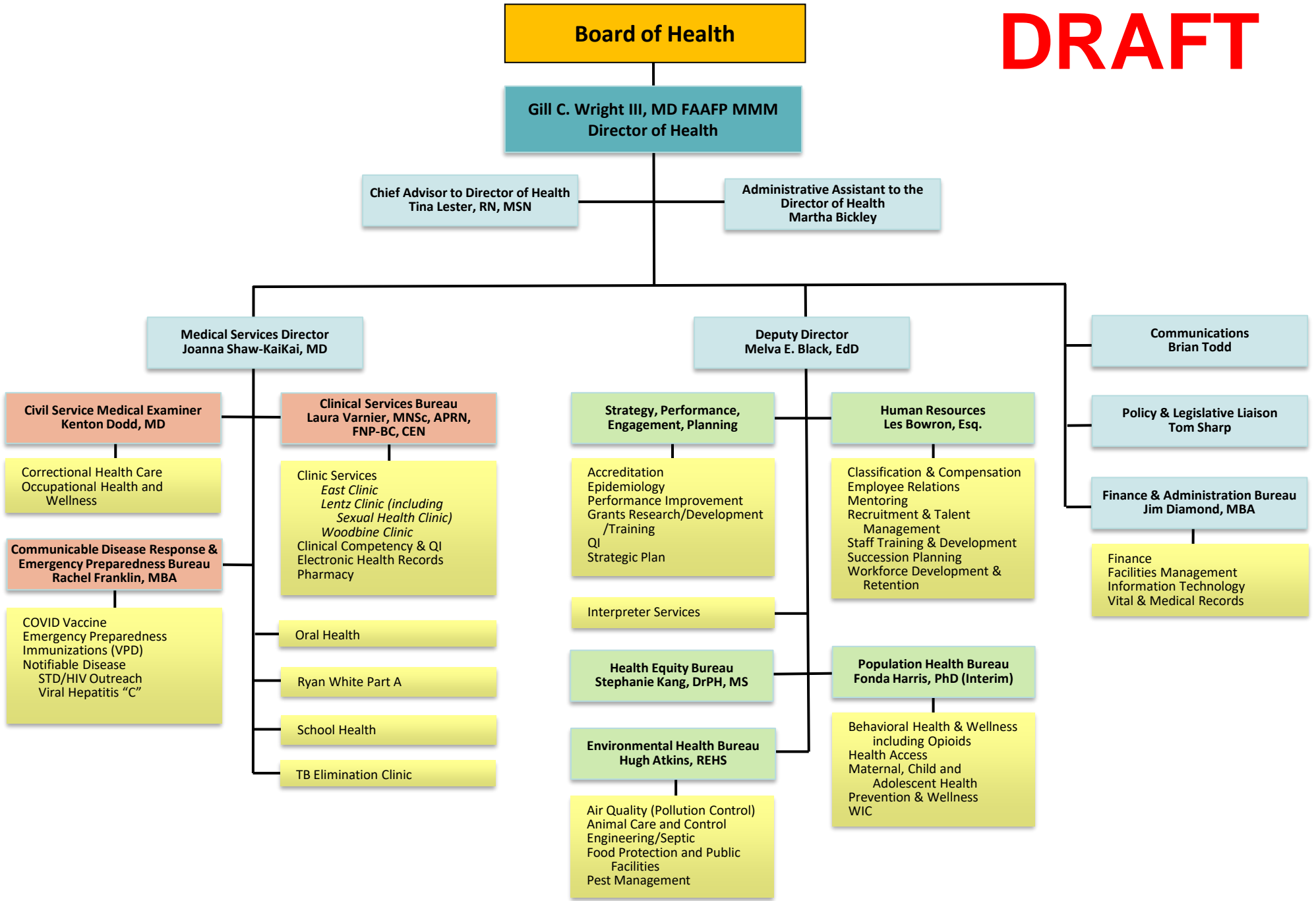
2. **Department of Health CEDEP:**
 - a. will maintain ownership of the Mobile Vaccination Unit
 - b. will bear the financial costs to any upgrades/improvements needed

TERM: The initial term of this MOU is for a period of three years, but can then be renewed yearly thereafter, upon agreement of the parties.

The undersigned is an acknowledgement of this agreement between the Department of General Services and the Department of Health as described in this Memorandum of Understanding, effective as of the last date signed below.

(NAME HERE) [REDACTED] Date
(POSITION TITLE HERE)
(DEPARTMENT NAME HERE)

DRAFT



Legend: Board (Yellow) Director (Teal) Director Reports (Light Blue) Deputy Director Reports (Light Green) Medical Services Director Reports (Light Orange)

CHAPTER 1. - PUBLIC HEALTH

Sec. 10.101. - Metropolitan board of health—Created.

There shall be a metropolitan board of health which ~~sometimes in this article may be called the "department of health" and sometimes called the "board."~~ The board shall ~~oversee administration of the Metro Public Health Department and control public health for the metropolitan government~~ as herein provided.

Sec. 10.102. - Same—Qualifications, term and selection of members.

The board shall be composed of ~~nine (9) six (6)~~ members. ~~One (1) three (3)~~ members shall be ~~a doctors~~ of medicine ~~or osteopathic medicine~~ certified for practice as such by the state board of medical examiners and licensed by the state licensing board for the healing arts, and ~~each of whom~~ shall have had not less than five years' experience in the active practice of his or her profession. ~~One (1) of said doctors of medicine member shall be a licensed mental health professional who shall have not less than five years' experience in the active practice of his or her profession. —shall also have had special training, practice and experience in the field of psychiatric medicine.~~ One member shall be a registered nurse. The two remaining members of the board shall be chosen without reference to occupation, except that they shall not come from the medical profession. Members of the board shall serve without compensation.

Four (4) members shall come from any of the following categories:

- A doctor of medicine or osteopathy certified for practice in Tennessee by the state Board of Medical Examiners;
- A practitioner in an allied health field with a back-ground in the practice of public health;
- An attorney licensed to practice law by the Tennessee Board of Law Examiners;
- A veterinarian licensed by the Tennessee Board of Veterinary Medical Examiners;
- A dentist licensed to practice by the Tennessee Board of Dentistry;
- A person with a background in environmental health practice or policy;
- A person with an advanced degree in public health;
- A person with a background as a Community Health Worker.

The members of the board shall be appointed by the mayor and confirmed by a majority of the whole membership of the council. They shall serve terms of five (5) years each. Any vacancy other than by expiration of term shall be filled for the unexpired term. The initial terms of additional board members added by this section may be staggered to ensure no more than four seats are vacated in a given year.

~~The members of the board shall be appointed by the mayor and confirmed by a majority of the whole membership of the council. They shall serve terms of five (5) years each. , provided that of the first five members, one shall serve for five years, one for four years, one for three years, one for two years and one for one year. The registered nurse shall originally be appointed for a term that coincides with that of~~

Commented [A1]: A note; After meeting with Dewey Branstetter, chairman of Metro's Charter Revision Commission, we deleted two changes proposed by the Board in its adoption of this proposal in November, 2019. Both proposed to change the phrase 'employees of the board of health' to 'employees of the department of health.' Mr. Branstetter recommended we leave it as was, since this board is also the Civil Service Board. He also suggested we reinsert language about staggering the terms of new members, which this document does.

Commented [A2]: For your consideration; We could make this a 7 member board by reducing the next section to 4 people from the list of categories.

Commented [A3]: If the total number of seats is reduced from 9 to 7, this should be 3 instead of 4.

~~the chairman of the board. Any vacancy other than by expiration of term shall be filled for the unexpired term.~~

• **Sec. 10.103. - Same—Functions.**

~~The board of health shall hire the director of health, as specified below, and oversee his or her direction of the department with respect to all administrative functions of the metropolitan government pertaining to:~~

~~The board of health, through its chief medical director, shall exercise all the administrative functions of the metropolitan government pertaining to:~~

1. The physical and mental health of the people.
2. The investigation and control of communicable diseases.
3. The regulation of publicly and privately owned institutions for the purpose of sanitation and public health.
4. The enforcement of reasonable rules and regulations promulgated as herein provided.
5. The collection, compilation, tabulation, analyzing and reporting of statistics and data concerning births, still births, deaths and such vital statistics.
6. The performance or the functions previously assigned by law to the health officers or the health departments of the City of Nashville and Davidson County, or such as hereafter may be assigned to city or county health officers or city health departments or county health departments in Tennessee.
7. The inspection of all charitable institutions, all jails and all institutions of the metropolitan government where sick, ~~mentally ill, insane,~~ destitute or other persons are confined. The board may cause any person convicted of violating any law or ordinance and who is confined, or who is on parole, to be examined as to the causes contributing to the delinquency and shall make and keep a record of such examinations.

Sec. 10.104. - Same—Duties.

In addition to the duties otherwise imposed by this Charter or by general law, it shall be the duty of the board of health to:

1. Determine and establish the policies to be followed in the exercise of its functions.
2. Establish within the department of health such divisions, branches, or subdivisions, and plan of organization as may be consistent with efficient administration, which organizational plan shall be submitted by the board to the council for approval by ordinance, and which organizational plan may be amended from time to time in like manner.
3. After public hearing adopt reasonable rules and regulations or amend rules and regulations previously adopted as necessary for the protection of the health of the people, which rules and regulations, among other things, shall set standards and procedures and requirements of conduct not less than as set out in regulations of the commissioner of public health of Tennessee. No such rule or regulation shall be contrary to any metropolitan ordinance.

4. Hear and act upon complaints of persons affected by decisions of the ~~chief medical~~ director of health and to amend or set aside such decisions as are contrary to policies or regulations of the board.

5. Cause to be submitted, with the aid of the department of law, for submission to the council for its consideration, a comprehensive Health Code which shall embrace all matters with relation to public health to which the powers and duties of the board extend, and which shall have as its purpose the preservation and promotion of the health of the people of the metropolitan government.

6. Submit to the mayor, within six months after the beginning of each new term of office, a report upon the activities of the ~~metropolitan board department~~ of health and a comprehensive program of public health and indigent medical care.

7. Conduct inquiries, make investigations and hold hearings for the purpose of investigating nuisances, preventing the creation of nuisances, taking other preventative steps to protect the health of the community and for other purposes herein set forth in connection with the powers, duties and authorities of the board. In conducting any such inquiry and mailing of any such investigation the board shall have and may exercise the same investigative powers as are vested by this Charter in other metropolitan agencies which are given investigative powers.

8. Contract with other governmental agencies, or with public or private institutions, subject to confirmation by the council by resolution for such services as will further the program and policies of the board.

9. Cause to be prepared by the ~~chief medical~~ director of health, subject to review and revision by the board, the proposed annual budget for the metropolitan board of health.

10. Cooperate with agencies of the United States and of the State of Tennessee in all matters of public health and sanitation and accept, receive and provide for the use of federal and state grants in aid, state aid and matching funds.

11. Cooperate with privately endowed or operated institutions, funds or foundations in all matters of public health and sanitation and receive and accept and provide for the use of grants from any such institutions, funds or foundations.

12. Exercise such other authority and perform such other duties as may be required by ordinance consistent with the general law and the provisions of this Charter.

- **Sec. 10.105. - Chief medical director of health—Appointment and qualifications.**

The board shall appoint a director of health and may enter into an employment contract with such person for a period not exceeding five (5) years, and at a compensation to be fixed by the board. Such compensation so fixed shall be subject to approval by the council by resolution. The qualifications for the director of health shall be established by the bBoard, subject to approval by the Metro Director of Human Resources.

If the director of Health is not a doctor of medicine or osteopathy, the director shall appoint a medical doctor who may be a member of the department staff to serve as the cChief mMedical oOfficer, which appointment is subject to bBoard approval. Any powers, duties, responsibilities or authorities vested in the dDirector of hHealth that require or imply that the dDirector is a licensed physician shall be

~~delegated to the cChief mMedical oOfficer. Any such delegation shall be made in writing and shall be filed with the Board.~~

~~The board shall appoint a chief medical director of health, herein sometimes called "chief medical director," and may enter into an employment contract with such person for a period not exceeding five (5) years, and at a compensation to be fixed by the board. Such compensation so fixed shall be subject to approval by the council by resolution. The chief medical director shall be a doctor of medicine certified for practice as such by the state board of medical examiners, and licensed by the state licensing board for the healing arts. He or she shall have had not less than ten years' previous experience in the active practice of his or her profession, or in the field of public health administration. He or she shall devote his or her entire time to the duties of his or her office.~~

Sec. 10.106. - Same—Powers and duties.

The ~~chief medical~~ director ~~of health~~ shall be the chief administrative officer of the board. He or she shall be responsible to the board for the administration and execution of its program and policies. Within the policies set forth by the board he or she shall have general management and control of any divisions of the department and such other administrative units as may be created by the board or by ordinance. With the approval of the board, pursuant to established personnel policies, and subject to the provisions of this article, he or she shall appoint and remove the heads of the divisions and other officers and employees of the board. He or she shall have such other powers and duties as may be authorized by general law, by this Charter or by ordinance.

Sec. 10.107. - Personnel rules and regulations of the board of health.

The metropolitan board of health, consistent with the standards of the merit system of the United States Public Health service, shall establish, adopt and make available for distribution, its rules, regulations and policy statement concerning its personnel policy, the manner and method of employing personnel, the requirements with reference to the qualifications of both professional and nonprofessional personnel, salaries, vacations, sick leave, job security, retirement policy, and other related terms and conditions of employment by the board.

The board shall constitute a civil service board with respect to employees of the board of health for the purpose of [section 12.09](#) of this Charter and for the purpose of investigating and hearing charges against any professional or nonprofessional employee, and for the purpose of dismissing, suspending or otherwise disciplining any such employee, or reviewing any decision of the ~~chief medical~~ director ~~of health~~ affecting the employment status of such employee. In the discharge of its duties as a civil service board, the board shall act pursuant to its rules and regulations governing personnel policies promulgated as hereinabove stated, and shall have the same investigative powers as vested by this Charter in other agencies of the metropolitan government in which investigative power is vested. Any employee of the board dismissed or discharged pursuant to the action of the Board after hearing, may have such discharge or dismissal reviewed in the same manner as is provided in this Charter for the review of

Sec. 10.108. - Budget of metropolitan board of health

The ~~director of health~~ ~~board~~ shall submit to the mayor, [with approval by the board and](#) through the director of finance, the budget for the metropolitan board of health. If the mayor shall make any change

- A veterinarian licensed by the Tennessee Board of Veterinary Medical Examiners;
- A dentist licensed to practice by the Tennessee Board of Dentistry;
- A person with a background in environmental health practice or policy;
- A person with an advanced degree in public health;
- A person with a background as a Community Health Worker.

The members of the board shall be appointed by the mayor and confirmed by a majority of the whole membership of the council. They shall serve terms of five (5) years each. Any vacancy other than by expiration of term shall be filled for the unexpired term. The initial terms of additional board members added by this section may be staggered to ensure no more than four seats are vacated in a given year.

• **Sec. 10.103. - Same—Functions.**

The board of health shall hire the director of health, as specified below, and oversee his or her direction of the department with respect to all administrative functions of the metropolitan government pertaining to:

1. The physical and mental health of the people.
2. The investigation and control of communicable diseases.
3. The regulation of publicly and privately owned institutions for the purpose of sanitation and public health.
4. The enforcement of reasonable rules and regulations promulgated as herein provided.
5. The collection, compilation, tabulation, analyzing and reporting of statistics and data concerning births, still births, deaths and such vital statistics.
6. The performance or the functions previously assigned by law to the health officers or the health departments of the City of Nashville and Davidson County, or such as hereafter may be assigned to city or county health officers or city health departments or county health departments in Tennessee.
7. The inspection of all charitable institutions, all jails and all institutions of the metropolitan government where sick, mentally ill, destitute or other persons are confined. The board may cause any person convicted of violating any law or ordinance and who is confined, or who is on parole, to be examined as to the causes contributing to the delinquency and shall make and keep a record of such examinations.

Sec. 10.104. - Same—Duties.

In addition to the duties otherwise imposed by this Charter or by general law, it shall be the duty of the board of health to:

1. Determine and establish the policies to be followed in the exercise of its functions.

2. Establish within the department of health such divisions, branches, or subdivisions, and plan of organization as may be consistent with efficient administration, which organizational plan shall be submitted by the board to the council for approval by ordinance, and which organizational plan may be amended from time to time in like manner.

3. After public hearing adopt reasonable rules and regulations or amend rules and regulations previously adopted as necessary for the protection of the health of the people, which rules and regulations, among other things, shall set standards and procedures and requirements of conduct not less than as set out in regulations of the commissioner of public health of Tennessee. No such rule or regulation shall be contrary to any metropolitan ordinance.

4. Hear and act upon complaints of persons affected by decisions of the director of health and to amend or set aside such decisions as are contrary to policies or regulations of the board.

5. Cause to be submitted, with the aid of the department of law, for submission to the council for its consideration, a comprehensive Health Code which shall embrace all matters with relation to public health to which the powers and duties of the board extend, and which shall have as its purpose the preservation and promotion of the health of the people of the metropolitan government.

6. Submit to the mayor, within six months after the beginning of each new term of office, a report upon the activities of the department of health and a comprehensive program of public health and indigent medical care.

7. Conduct inquiries, make investigations and hold hearings for the purpose of investigating nuisances, preventing the creation of nuisances, taking other preventative steps to protect the health of the community and for other purposes herein set forth in connection with the powers, duties and authorities of the board. In conducting any such inquiry and mailing of any such investigation the board shall have and may exercise the same investigative powers as are vested by this Charter in other metropolitan agencies which are given investigative powers.

8. Contract with other governmental agencies, or with public or private institutions, subject to confirmation by the council by resolution for such services as will further the program and policies of the board.

9. Cause to be prepared by the director of health, subject to review and revision by the board, the proposed annual budget for the metropolitan board of health.

10. Cooperate with agencies of the United States and of the State of Tennessee in all matters of public health and sanitation and accept, receive and provide for the use of federal and state grants in aid, state aid and matching funds.

11. Cooperate with privately endowed or operated institutions, funds or foundations in all matters of public health and sanitation and receive and accept and provide for the use of grants from any such institutions, funds or foundations.

12. Exercise such other authority and perform such other duties as may be required by ordinance consistent with the general law and the provisions of this Charter.

- Sec. 10.105. - Chief medical director of health—Appointment and qualifications.

The board shall appoint a director of health and may enter into an employment contract with such person for a period not exceeding five (5) years, and at a compensation to be fixed by the board. Such compensation so fixed shall be subject to approval by the council by resolution. The qualifications for the director of health shall be established by the board, subject to approval by the Metro Director of Human Resources.

If the director of Health is not a doctor of medicine or osteopathy, the director shall appoint a medical doctor who may be a member of the department staff to serve as the chief medical officer, which appointment is subject to board approval. Any powers, duties, responsibilities or authorities vested in the director of health that require or imply that the director is a licensed physician shall be delegated to the chief medical officer. Any such delegation shall be made in writing and shall be filed with the Board.

Sec. 10.106. - Same—Powers and duties.

The director of health shall be the chief administrative officer of the board. He or she shall be responsible to the board for the administration and execution of its program and policies. Within the policies set forth by the board he or she shall have general management and control of any divisions of the department and such other administrative units as may be created by the board or by ordinance. With the approval of the board, pursuant to established personnel policies, and subject to the provisions of this article, he or she shall appoint and remove the heads of the divisions and other officers and employees of the board. He or she shall have such other powers and duties as may be authorized by general law, by this Charter or by ordinance.

Sec. 10.107. - Personnel rules and regulations of the board of health.

The metropolitan board of health, consistent with the standards of the merit system of the United States Public Health service, shall establish, adopt and make available for distribution, its rules, regulations and policy statement concerning its personnel policy, the manner and method of employing personnel, the requirements with reference to the qualifications of both professional and nonprofessional personnel, salaries, vacations, sick leave, job security, retirement policy, and other related terms and conditions of employment by the board.

The board shall constitute a civil service board with respect to employees of the board of health for the purpose of section 12.09 of this Charter and for the purpose of investigating and hearing charges against any professional or nonprofessional employee, and for the purpose of dismissing, suspending or otherwise disciplining any such employee, or reviewing any decision of the director of health affecting the employment status of such employee. In the discharge of its duties as a civil service board, the board shall act pursuant to its rules and regulations governing personnel policies promulgated as hereinabove stated, and shall have the same investigative powers as vested by this Charter in other agencies of the metropolitan government in which investigative power is vested. Any employee of the board dismissed or discharged pursuant to the action of the Board after hearing, may have such discharge or dismissal reviewed in the same manner as is provided in this Charter for the review of

Sec. 10.108. - Budget of metropolitan board of health

The director of health shall submit to the mayor, with approval by the board and through the director of finance, the budget for the metropolitan board of health. If the mayor shall make any change therefrom

in the budget submitted by him or her to the council, it shall be his or her duty to inform the council with respect to such change and the original proposals of the board.

Sec. 10.110. - Civil service medical examiner; civil service examinations.

The director of health shall designate a qualified professional member of his or her medical staff as civil service medical examiner to conduct physical examinations for civil service personnel, including applicants for appointments, to conduct examinations for persons in retired status and applicants for retirement benefits, and to conduct periodical examinations for drivers of vehicular equipment of the metropolitan government. In addition, the civil service medical examiner shall conduct physical examinations when requested by any board or agency of the metropolitan government but solely for metropolitan government purposes; or as provided by ordinance.

Director's Update to the Board of Health March, 2022

Protecting Health – Preventing the Spread of Infectious Disease

COVID

Active cases continue to decline, along with new hospitalizations, ventilator use and ICU stays. Active cases were 3,609 on Feb. 27. New cases per 100,000 per day are down to 18.7, the first time they have been below 20 in almost three months. Currently 69.4 percent of Nashville residents have received at least a first dose of a vaccine, and 64.7 percent are fully vaccinated. We continue to follow the numbers closely but expect this trend to continue for the near future.

AIDS

National Women/Girls HIV/AIDS Awareness Day is today, and National Youth HIV/AIDS Awareness Day is March 20th. For both we will post information and video on MPHD's social media platforms. The Ryan White Part A (RWPA) Program is now fully staffed and is hosted a virtual meeting for RWPA service providers last week to give an update on the RW Program, status of people living with HIV/AIDS (PLWHA) in the Nashville Transitional Grant Area, and obtain feedback from the providers.

TB

World Tuberculosis (TB) Day is March 24. On March 19 and 22, TB Elimination (TBE) staff members will appear on radio stations such as 760 AM and El Jefe radio to educate the community about TB and the TBE program. March 24, there will be a press release about World TB Day and the Korean Veterans Memorial Bridge will be lit in red in recognition. A display table with educational materials will be in the lobby of Lentz for internal and external customers. From March 21-24, staff will make in-person deliveries of informational packets to providers in the community, and encourage them to "think TB" when screening and evaluating patients. From March 21–25, informational material, including an animated video and PowerPoint presentation, will be posted on MPHD's social media platforms.

Improving Health - Services to Individuals & Families

Family planning

Family planning dollars can be used to cover sterilizations, such as tubal ligations and vasectomies. This past grant funding year (which ends this month), our nurse practitioners were able to screen, evaluate, schedule, and have successful procedure completions for 54 women to have tubal ligations and seven men to have vasectomies. This, in a year when the pandemic forced the cancelation of many elective procedures and in which we couldn't establish a vasectomy provider until June. Kudos to our family planning administrator, Samantha Wank, and the work of our family planning nurse practitioners, Eterial Burrell, Emily Davis, Amanda Kralick, and Karina Maza.

MACC Director

The Bureau of Environmental Health Services is pleased to announce that Ashley Harrington is the new Animal Care and Control Manager. Ashley's appointment was effective February 19. Ashley has been at MACC since December, 2016, and became the Field Supervisor for Animal Control Officers in January 2019. Ashley had prior experience with Metro before joining MACC; she worked for the Davidson County Sheriff's Office from January 2008 until September 2011. During her time at MACC, Ashley has demonstrated a great passion for animals and has been a steadying influence in a highly stressful work

environment. She already has a good working relationship with several members of the Metro Council, the media, and many independent animal welfare organizations that support our efforts at MACC.

March Muttiness

MACC is promoting “March Muttiness,” in which they will waive fees for the month of March for all adoptable pets. The animal population at MACC is very high, and we are hopeful this promotion will provide good homes for the animals while reducing the number of animals in the shelter.

Prevention and Wellness

- The Tobacco Prevention Program has received an additional \$10,000 to promote the TNSTRONG Campaign. This money will be used to create a PSA and digitals to encourage local youth to become TNSTRONG Ambassadors and messages on preventing the use of tobacco/vaping products.
- The Baby and ME Tobacco Free Program had its first Spanish speaking participant to graduate from the program. This is a great example of the importance of our interpreter and language line services.
- The Workplace Wellness Coordinator has partnered with two additional daycares to plant gardens this week. The gardens will be planted at A Brighter Day on Ewing Lane and Leaps & Bounds on Trinity Lane.

Improving Health – Community Partnerships

A Thank-you to our COVID Partners

The Metro Public Health Department is hosting a “Partnership Appreciation Event” on Thursday, April 14, at 2 p.m. in the Centennial Rooms at Lentz. This event is to recognize the more than 100 federal, state, and local organizations and community members for their contribution in our fight against the COVID-19 pandemic. Their contributions were enormous and very greatly appreciated. Board Members are invited to a meet-and-greet prior to the April Board of Health meeting. Light refreshments will be served, and partners will receive a memento of appreciation.

Overdoses

Josh Love and Angie Thompson presented at the Middle Tennessee Donors Forum on the Hidden Pandemic of Overdoses in February 2022. Members of the Middle Tennessee Donors Forum represent the leading foundation and corporate donors in Middle Tennessee. Program officers, Foundation CEOs, Trustees, CSR directors and other leaders in the philanthropic community come together to share ideas, discuss their work, and collaborate in problem solving.

FIMR

The Fetal Infant Mortality Review (FIMR) was one of five teams selected to participate in the National Child Fatality Review Program’s pilot of the “Health Equity: Diversity, Equity, and Inclusion Assessment Guide for Multidisciplinary Teams.”

The goal of the Guide is to equip team leaders to identify and act on growth opportunities within the team and community contexts and support a shared understanding of the multidisciplinary team's commitments to DEI and advancing health equity in the community. The FIMR team piloted the guide with their multidisciplinary case review team and partnered with the MPHD Health Equity bureau for support and guidance.

The pilot consisted of DEI assessment questions for MPHD and the case review team. The team was taken through a series of DEI-focused conversations which led to the development of strategies to prioritize the community in the case review process. Our partnership with the Health Equity Bureau was invaluable

during this pilot, providing resources, feedback on our review process and a customized equity training by Anthony Johnson.

As a result of the pilot, The FIMR team developed an equity plan for the next year. The teams' goals are to:

- 1) Build more diverse team including representation from organizations who work with immigrant and refugee populations, substance use disorder care expertise, and representation from the Hispanic/LatinX community;
- 2) Provide ongoing health equity training; and
- 3) Develop a FIMR report for dissemination to Davidson County stakeholders, specifically those who work directly with the community.

Organizational Updates

Vehicle Emissions

As you may recall, at the January meeting we asked you to do two things with reference to the vehicle emission testing program in light of Metro Council action ordering that program's cessation. The first was to continue the provisions of Regulation #8 through Feb. 5, which we did. The second was to authorize a public hearing on that regulation going forward, which we held two days ago. Mr. Atkins was the hearing officer and will be happy to provide a report. We will bring you a revised version for your consideration at the April meeting.

Equity Grid for Strategic Plan

The Strategic Plan Team (Dr. Stephanie Kang and Anthony Johnson, HE Bureau; Dr. Celia Larson, Tracy Buck, and KaShawna Lollis) have designed "The Equity Grid," a framework to embed equity and inclusion into MPH's strategic plan. The grid uses an equity roadmap and five strategic levers.

Five key questions:

- 1) What is the problem?
- 2) What is the cause/who is responsible?
- 3) What is the solution?
- 4) What is the action needed?
- 5) What values are highlighted?

The five strategic levers include:

- 1) Workforce Development & Transformation
- 2) Community Partnerships
- 3) Strategic Collaborations
- 4) Organizational Performance & Policies
- 5) Sustainability & Systems Change

The preliminary "Equity Grid" identified a response to each of the questions within the levers, and outlined a series of actions for each lever that embed equity and inclusion through:

- 1) Being Explicit

- 2) Being Consistent
- 3) Being Proactive

The draft “Equity Grid” was then sent to all ELT members for their review. Two facilitators from the Strategic Plan Team sat with each ELT Member for a 1.5-hour interview to receive the ELT member’s feedback on both the current draft of the strategic plan and the equity grid. A summary of the responses received from the ELT members regarding the “Equity Grid” are:

- 1) Most ELT members felt their work was expressed in the grid
- 2) Grid is understandable, clear, and user friendly
- 3) Better define who is responsible for actions being done
- 4) Some statements could improve in framing

The feedback was recorded in writing and sent back to each ELT member for their approval. Based on the feedback, several revisions were made to the “Equity Grid” to incorporate each ELT members’ priorities. The responses and revisions were then presented to the Director and Deputy Director for their approval.

The “Equity Grid” is in near-final stages of being integrated into the Strategic Plan. The last steps to be completed throughout March 2022 include:

- 1) Present to ELT and gain explicit buy-in on the final version of the Equity Grid
- 2) Present the Equity Grid at the next Supervisor’s Meeting
- 3) Make any final edits/revisions to the grid and Strategic Plan by ELT
- 4) Final approval by the Director of Health

Overdose Response Program (ORP) | Division of Behavioral Health and Wellness

GRANTS

- U.S. DOJ Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) Grant
- TDH-CDC High Impact Area (HIA) Grant
- NACCHO Grant
- The "Community Overdose Prevention and Empowerment" project will deploy community health educators and enhance surveillance through surveys and listening sessions so authentic community voice is incorporated into overdose prevention strategies, messaging, and materials.
- **SAMHSA GAINS Center Sequential Intercept Model (SIM) Mapping Workshop Grant**
- SIM Workshops are designed bring together a local, multidisciplinary group of key stakeholders from a particular jurisdiction to facilitate cross-system collaboration and to identify and discuss ways in which barriers in and between the criminal justice and behavioral health systems can be reduced through the development of integrated local strategic action plans.

****Public Health Emergency - Drug/Opioid Overdose Crisis in the U.S.****

On October 26, 2017, the drug overdose crisis was officially declared to be a public health emergency by President Trump. This determination was renewed by the Secretary of Health and Human Services, effective July 7, 2021.

<https://www.phe.gov/emergency/news/healthactions/phe/Pages/opioids-7July2021-asp.aspx>

INTERVENTIONS AND ACTIVITIES

Overdose Fatality Review (OFR) Panel

- Seeks to examine and understand the circumstances surrounding fatal drug overdoses occurring in Davidson County. **Meetings occur monthly.**

ED Post-Overdose Discharge Protocol

- Initiative seeks to improve care through the use of peer recovery navigators, naloxone distribution, harm reduction strategies, and medically-assisted treatment (MAT).

Nashville Fire Department EMS Post-Overdose Follow-Up

- Implementation began in early January 2021.

Substance Use Linkage by ORP Social Worker

- Implementation began in November 2020. Activities include linking MPHD clinic patients with substance use disorder to available resources.

Data-to-Action with Local Prevention/Public Safety Partners

- Collaborating with prevention partners/public safety for targeted response to high-activity areas.

Data-to-Action with Local Homeless/Housing Partners

- Currently collaborating and implementing data-to-action activities with local homeless/housing partners surrounding the overdose crisis.

HIA Multidisciplinary Stakeholder Group

- Inaugural quarterly meeting held in July involving stakeholders from multiple sectors aimed at mitigating the local drug overdose crisis.

SAMHSA GAINS Center Sequential Intercept Model (SIM) Mapping Workshop

- Implementation is underway with initial planning meeting held in mid January.

Media

February 6 - News Channel 5

<https://www.newschannel5.com/news/metro-reports-multiple-drug-overdose-incidents-over-the-weekend>

February 9 - The Tennessean

<https://www.tennessean.com/in-depth/news/2022/02/10/fentanyl-drug-overdose-deaths-rising-louisiana-tennessee-arkansas-us-south/9259406002/>

February 13 - The New York Times

<https://www.nytimes.com/2022/02/13/opinion/addiction-overdose-covid-church.html#after-bottom>

February 17 - News Channel 5

<https://www.newschannel5.com/news/drug-overdose-deaths-continue-to-soar-amid-pandemic-rise-of-fentanyl>

February 18 - News 4

https://www.wsmv.com/news/drug-more-potent-than-fentanyl-detected-in-tennessee/article_db66bbe-9102-11ec-86d7-97ca5af98ef4.html

SPIKE ALERTS

- Since implementation in June 2021, the SPIKE Auto Text Program has been utilized 7 times:

2021

June 9, July 16, August 13, September 2, October 4, and December 4

2022

February 5

Monthly Drug Overdose Activity, January 2020-February 2022
Data reported for the last three months are provisional and subject to change.

Data and Surveillance

Suspected Fatal Drug Overdoses

- Fentanyl was detected in 75% of overdose-related toxicology reports in 2021 (78% in 2020).
- Monthly Average
2020: 51.8 suspected overdose deaths
2021: 58.8 suspected overdose deaths

Suspected Nonfatal Drug Overdose-related Emergency Department (ED) Visits

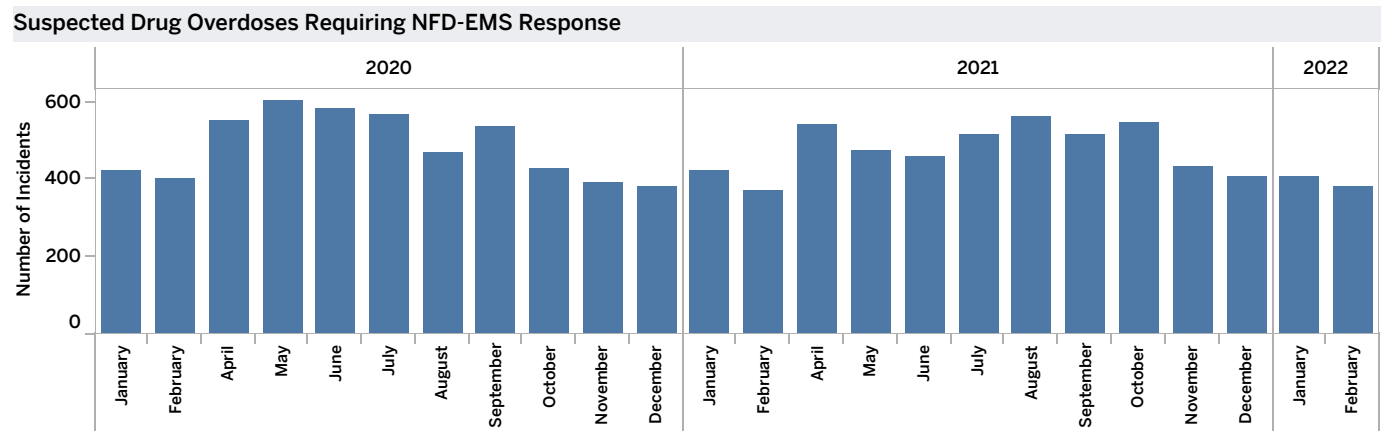
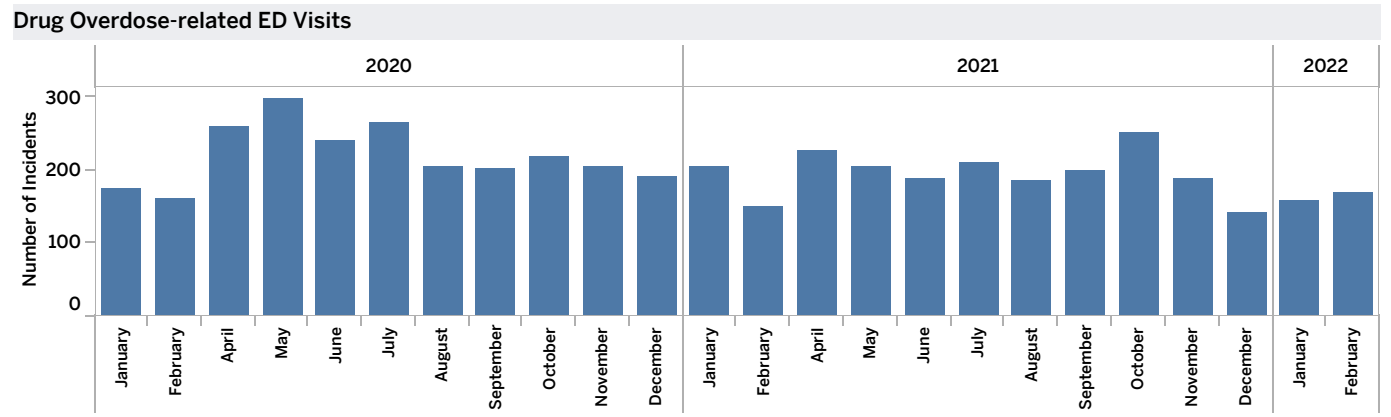
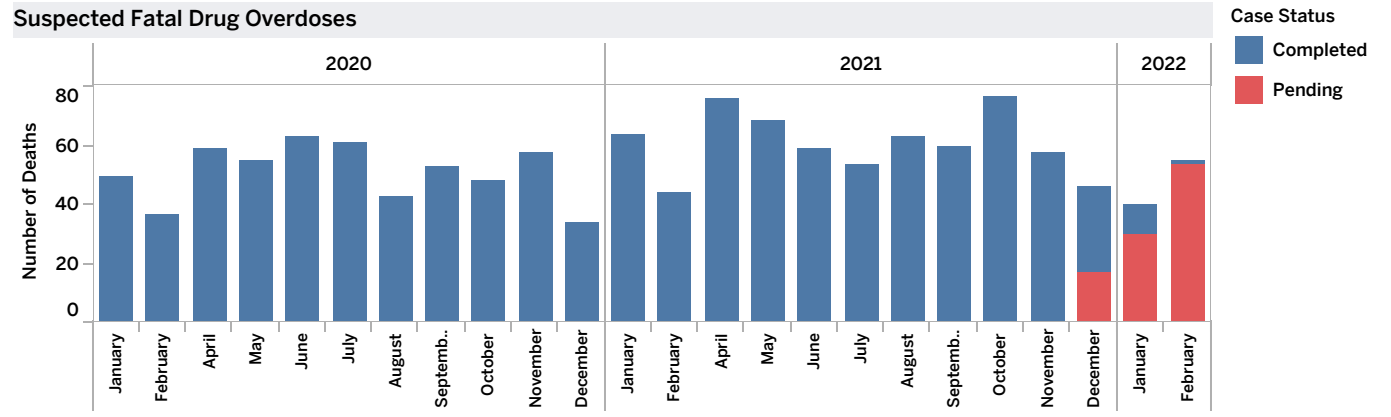
Monthly Average
2020: 213.8 overdose-related ED visits
2021: 214.9 overdose-related ED visits

Suspected Drug Overdoses Requiring NFD-EMS Response

Monthly Average
2020: 484.9 suspected overdoses
2021: 478.8 suspected overdoses

Syringe Containers Collected in the Community

- In 2021, there were **1,877 syringe containers collected** by the Metro Public Health Department in 2021, representing an **76% increase** compared to 2020 (each syringe container is estimated to collect between 400 and 430 1cc syringes).
- Monthly Average
2020: 88.7 containers
2021: 156.4 containers



Prevention Categories for Activities/Interventions Implemented or Supported by ORP

The Overdose Response Program is involved in both actively implementing and supporting a multitude of community activities and interventions aimed at addressing all levels of prevention (primary, secondary, and tertiary). This ensures our program is applying a comprehensive approach which involves mitigating the currently burgeoning local drug overdose crisis while aiming to prevent substance use/addiction before it ever occurs.

Implemented by ORP

Overdose Fatality Review (OFR) Panel - primary, secondary, tertiary

ED Post-Overdose Discharge Protocol - primary, secondary, tertiary

HIA Multidisciplinary Stakeholder Group - primary, secondary, tertiary

Nashville Fire Department Emergency Medical Services Post-Overdose Follow-Up - primary, secondary, tertiary

Substance Use Linkage by ORP Social Worker - primary, secondary, tertiary

Data-to-Action with Local Prevention Partners - primary

Data-to-Action with Public Safety Partners - primary

Data-to-Action with Local Homeless/Housing Partners - primary

SPIKE Auto Text Program - primary, secondary

Drug Overdose Monitoring and Surveillance - primary, secondary, tertiary

Syringe Services Program (SSP) - primary, secondary

(Note: MPHD receives syringe containers from organization implemented the SSP for disposal as medical waste)

Supported by ORP

Fentanyl Test Strip Distribution (as a means of harm reduction) - primary, secondary

Definitions

Primary Prevention: "upstream" measures that prevent the onset of illness before the disease process begins. Immunization against infectious disease is a good example.

Secondary Prevention: measures that lead to early diagnosis and prompt treatment of a disease. Breast self-examination is a good example of secondary prevention.

Tertiary Prevention: involves the rehabilitation of people who have already been affected by a disease, or activities to prevent an established disease from becoming worse.

Overdose Response Program

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Metro Public Health Department Website

Drug Overdose Information
<https://www.nashville.gov/departments/health/drug-overdose-information>

Data Sources

Suspected Fatal Drug Overdoses
Death Investigation and Decedent Information (DIDI) Database (maintained by the Davidson County Medical Examiner (DCME))

Suspected Nonfatal Drug Overdose-related ED Visits
ESSENCE-TN

Suspected Drug Overdoses Requiring NFD-EMS Response
Nashville Fire Department Emergency Medical Services (NFD-EMS)

Notes


Data presented in this report were extracted on March 2, 2022 and are provisional. There may be additional fatal/nonfatal drug overdoses reported over this time period in subsequent reports as incidents that occurred from December 2021-February 2022 are not yet finalized. Suspected drug overdose deaths captured in the DIDI database represent deaths under DCME jurisdiction and do not necessarily indicate Davidson County residency status of the decedent.

If you have information on unusual overdose activity, please contact the Overdose Response Program:

Opioid.Response@nashville.gov | 615-340-0498



SPIKE Alerts by Text
Information that can save lives
Get alerts about overdoses in your community



FG Trade/Getty Images

Partnership to End Addiction is working with organizations in your community to alert you when spikes in drug overdoses occur locally. This knowledge can help you take action to engage and protect your loved ones struggling with addiction.

Why it matters: Spike alerts can prompt families and community members to:

- 1 Have discussions about seeking treatment and/or using substances more safely
- 2 Protect people you care about by getting naloxone and learning how to use it
- 3 Talk to friends or loved ones who are not using substances about the risks of use
- 4 Advocate for and support efforts in your community to prevent overdoses

Text SPIKE to 855-9-OD-KNOW (855-963-5669)

and follow the steps to get messages on your phone when overdose spikes occur.

How it works: Health and law enforcement officials can release a "spike alert" to the media in response to a pattern of drug overdoses within a community. Partnership to End Addiction's SPIKE Alerts by Text program informs you when these alerts are issued.

Learn more:
drugfree.org/spike
or scan QR code to sign up now



Partnership to End Addiction is a nonprofit working to transform how our nation addresses addiction. Learn more at drugfree.org.



NATIONAL FEDERATION OF HUMANE SOCIETIES
BASIC ANIMAL STATS MATRIX
(vrs 9-2012)

IMPORTANT NOTES FOR THE BASIC DATA MATRIX

Introduction to the Basic Matrix:

This basic matrix was designed to serve as a tool for basic data collection. It is a simple matrix containing what many (including Asilomar, ASPCA, National Federation, American Humane, UC Davis, Maddies Fund, PetSmart Charities and HSUS) have agreed are the minimum data points (along with definitions) an organization should gather. Whether organizations already gather a great deal of data or have only gathered the basics, this matrix should facilitate the roll up or merging of data at the local, regional or national level by providing a common framework. This matrix does not reflect any preference in data analysis or the calculation of rates but is rather simply a tool for data collection.

Tracking by Species and Age:

The risks associated with being an adult dog, puppy, adult cat or kitten (or neonate of any kind) in a shelter environment will vary a great deal. To help shelters assess and understand the differing risks for these populations of animals, this basic animal stats matrix includes a break out by species and age. If tracking statistics broken out by species and age is beyond the capacity of an agency, simply tracking statistics by species would be a place to begin. This document defines puppy and kitten as under 5 months of age (see below: Determining Age). Again – given the differing level of risk – breaking age down further to include a neonate category for both dogs and cats can also be very informative.

Determining Age:

This basic matrix utilizes 5 months as the break point between puppy/kitten and adult. At or near 5 months of age there are changes in the teeth which can help guide trained staff regarding proper categorization of the animal. For cats, at 4-5 months of age permanent canines, premolars and molars are coming in (all in by 6 months of age). For dogs, at 5-7 months of age permanent canines, premolars and molars are coming in (all in by 7 months of age). Source: "How to . . . series" from Animal Sheltering, http://www.animalsheltering.org/resources/magazine/may_jun_1996/how-to-determine-a-dog-or.pdf or contact the National Federation of Humane Societies for a copy of the document.

Beginning and Ending Shelter Counts:

These numbers help frame the population of the animals sheltered and cared for by the organization. We are recommending that a shelter do a walk through – physically counting the animals sheltered within the organization, and not forgetting to count those animals who have been admitted but who are not currently within the shelter (foster care, in the care of a veterinary hospital, etc).

Defining Owner Requested Euthanasia:

Some shelters offer pet euthanasia to the public as a service whose cost may be subsidized and therefore more affordable than local veterinary clinics, thus ensuring access to this service. Defining when euthanasia should be recorded as "at the request of the owner", or not, is the subject of much discussion.

For the purposes of this document, we are choosing to define owner INTENDED euthanasia as the euthanasia of a pet whose owner brought the pet to the shelter for that service. In other words, the owner brought the pet in specifically for that service – it was their intent before arriving.

Any other definition of "owner requested" euthanasia leaves much up to interpretation and therefore a great deal of variation among organizations and their reporting. We believe the simplicity of this definition helps to ensure consistent application and record keeping.

Live Admissions Only

For the purposes of this matrix we are tracking LIVE admissions only, i.e. animals who are alive when they come into an agency's possession. Animals who are dead when taken in to an agency's possession may be a data point to track, but that information is not tracked by this matrix.

What is Possession?

"Adoption" and "Transferred to another Agency" both make reference to possession. The primary concept here is one of ownership. For example, in foster care, the agency still has possession or ownership. If adopted or transferred to another Agency, possession is now with the new owner, or with another Agency.

Where are the "Others"?

This basic data matrix focuses on canines and felines. Many organizations also provide extraordinary services for other pets (pocket pets, rabbits, ferrets) and animals (wildlife), and that good work is not captured here.

Why a Basic Matrix?

This basic matrix was designed to serve as a tool for data collection. It is a simple matrix containing what many have agreed are the minimum data points an organization should consider gathering. By agreeing to this basic matrix - we hope organizations will gather AT LEAST this data, or if an organization all ready gathers a great deal of data, that they will consider rolling up their data into this format to help facilitate (if individual agencies are interested) data collection at a local, regional or national level, which would allow participating agencies to benchmark their work against similar agencies around their region or the nation. This matrix does not reflect any preference for the variety of live release rates used in animal sheltering and welfare. Most rates, other than full Asilomar which requires a conditions matrix, should be able to be calculated from the data points included.



METRO NASHVILLE
ANIMAL CARE & CONTROL

MACC Basic Data Matrix

02/01/2022 and 02/28/2022

		Species							Totals	
		Canine			Canine Totals	Feline				Feline Totals
		Adult	Up to 5 Months	Unknown Age		Adult	Up to 5 Months	Unknown Age		
Beginning Animal Count as of 02/01/2022		99	2	0	101	21	4	0	25	126
I N T A K E S	Stray/At Large	192	21	2	215	26	10	0	36	251
	Transferred in from Municipal Shelter	0	0	0	0	0	0	0	0	0
	Transferred in from Other Rescue Group	0	0	0	0	1	0	0	1	1
	Owner Requested Euthanasia	3	0	0	3	0	0	0	0	3
	Relinquished by Owner	28	10	0	38	30	5	0	35	73
	Other Intakes	12	0	0	12	6	0	0	6	18
Total Intakes		235	31	2	268	63	15	0	78	346
O U T C O M E S	Adoptions	48	9	0	57	27	0	0	27	84
	Returned to Home	85	6	1	92	2	0	0	2	94
	Transferred to Rescue Group	69	9	0	78	25	7	0	32	110
	Other Live Outcomes	0	0	0	0	0	0	0	0	0
	Total Live Outcomes	202	24	1	227	54	7	0	61	288
	Died in Care	0	0	0	0	0	0	0	0	0
	Lost in Care	0	0	0	0	0	0	0	0	0
	Euthanasia	29	0	1	30	3	0	0	3	33
	Owner Requested Euthanasia	3	0	0	3	0	0	0	0	3
	Total Other Outcomes	32	0	1	33	3	0	0	3	36
Total Outcomes		234	24	2	260	57	7	0	64	324
Ending Animal Count as of 02/28/2022		101	8	0	109	29	10	0	39	148
Save Rate		87.50%	100.00%	50.00%	88.68%	95.24%	100.00%	0.00%	96.15%	90.38%

Summary of Proposed Change to the Nutritionist 2 Job Description of the Metro Public Health Department

1. Change Education and Experience Section of the Nutritionist 2 Job Description.

Actions Requested: Reduce the number of years of full-time paid employment in public health nutrition or a related area from three (3) to one (1).

Current Language:

EDUCATION AND EXPERIENCE

Graduation from an accredited (4) four-year college or university with a major in foods and nutrition; Master's degree in nutrition and dietetics or completion of an approved dietetic internship; and three (3) years of full-time paid employment in public health nutrition or a related area.

Proposed New Language:

EDUCATION AND EXPERIENCE

Graduation from an accredited (4) four-year college or university with a major in foods and nutrition; Master's degree in nutrition and dietetics or completion of an approved dietetic internship; and one (1) year of full-time paid employment in public health nutrition or a related area.

Justification: Language would mirror the experience requirement of the State of Tennessee's job description for a similar position. This would be beneficial in recruitment and retention of employees in this position.

Impact: No financial impact. The position remains at Salary Grade OR03.

NUTRITIONIST 2

CLASS NUMBER: 03238
FLSA CATEGORY: Exempt (P)
EEO CATEGORY: Professional

JOB OBJECTIVE

Provides nutrition assessment and counseling; may supervise professional and support staff; and performs related duties as required.

JOB DESCRIPTION

MAJOR JOB RESPONSIBILITIES

Provides diet assessment, nutrition counseling and evaluation.

- Provides case management.

- Advocates lactation for breastfeeding promotion.

- Interprets patient's immunization status.

- Develops nutrition education materials.

- Provides group instruction and individual counseling to clients in clinic or home.

- Coordinates nutrition services with the other public health programs.

- Collects participant measures (height, weight, and hemoglobin) as required.

- Works with community agencies and groups in promoting an integrated nutrition program.

- Makes appropriate referrals within the department and to community agencies.

- Conducts dietary surveys and analyzes menus.

- Completes documentation in participant records.

- Audits records for nutrition and program compliance.

Keeps abreast of current nutritional practices and developments related to program.

- Incorporates new methods and program changes into activities.

Assists in planning and participates in various training programs.

Prepares and delivers lectures as needed.

Organizes and participates in health fairs and other events.

Utilizes the community process of assessment, planning, implementation, and evaluation to develop interventions related to nutrition and general health.

May supervise professional and support staff.

- Monitors staffing levels and adjusts accordingly.

- Conducts performance evaluations and other required assessments according to program protocol.

- Consults with staff to promote resolution of conflicts and issues.

- Resolves disciplinary issues and recommends further action when warranted.

- Identifies program needs and recommends changes and / or expansion of services.

Maintains inventory of nutrition equipment and supplies.

Keeps records and prepares reports.

SUPERVISION EXERCISED/SUPERVISION RECEIVED

May supervise professional and support staff.

Nutritionist 2
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This classification works under the supervision of a program supervisor or division manager who defines overall objective and priorities of the work and is consulted on unusual or complex matters.

WORKING ENVIRONMENT/PHYSICAL DEMANDS

The work environment involves the everyday risks or discomforts which require knowledge and use of universal safety precautions typical of such places as offices, clinics, meeting and training rooms, etc. The work area is adequately lighted, heated, and ventilated.

This classification works primarily in an office or clinic setting under generally favorable working conditions. Work is sedentary, however, there may be some walking, standing, bending, carrying of light items, etc. No special physical demands are required to perform the work.

EMPLOYMENT STANDARDS

EDUCATION AND EXPERIENCE

Graduation from an accredited (4) four-year college or university with a major in foods and nutrition; Master's degree in nutrition and dietetics or completion of an approved dietetic internship; and three (3) years of full-time paid employment in public health nutrition or a related area.

PERFORMANCE STANDARDS

Knowledge of the principles and practices of dietetics and nutrition and its relationship to health and disease control.

Knowledge of program planning, evaluation, and implementation.

Knowledge of local organizations and available resources related to public health.

Knowledge of the principles and practices of public health administration.

Skill in obtaining clinical measures of participants.

Skill in oral and written communication.

Ability to utilize problem solving techniques.

Ability to analyze statistical data.

Ability to establish and maintain effective working relationships.

LICENSE REQUIRED

Registration in the American Dietetic Association; licensed as a Registered Dietitian by the State of Tennessee in accordance with program guidelines; and valid class "D" driver's license.

Date Approved: September 9, 2003

PERSONNEL CHANGES

February 2022

NEW HIRES

Dinah Kitchens, Seasonal/Part-time/Temporary, 02/01/2022, \$65.00 per hour (Oral Health)
Giovanni Gama, Epidemiologist 1, 02/05/2022, \$72,953.30 (Epidemiology)
Monica Woodruff, Communicable Disease Investigator, 02/05/2022, \$41,706.04 (STD/HIV/Sexual Health)
Mary Akers, Office Support Rep. Senior, 02/14/2022, \$35,121.46 (Records Management)
Allison Hopkins, AC&C Office Assistant, 02/14/2022, \$35,121.46 (MACC)
Christopher Radek, AC&C Program Coordinator, 02/14/2022, \$45,547.49 (MACC)
Kara Strohm, Public Health Nurse 1, 02/14/2022, \$58,725.92 (Lentz Public Health Center)
Colton McKay, Epidemiologist 1, 02/28/2022, \$72,953.30 (Behavioral Health)

REHIRE

Alanna Veal, Communicable Disease Investigator, 02/05/2022, \$41,767.04 (Notifiable Disease)

TERMINATIONS (VOLUNTARY)

Kristian Gardner, Seasonal/Part-time/Temporary, 02/04/2022, resigned (MACC)
Meghan McCrary, Nutrition Educator, 02/16/2022, resigned (WIC)
Patricia Rhyne-Dawkins, Program Coordinator, 02/16/2022, resigned (WIC)
Mary McComb, Seasonal/Part-time/Temporary, 02/21/2022, resigned (School Health - PRN)
Lori Volpe, Nutritionist 4, 02/28/2022, resigned (WIC)

TERMINATION (INVOLUNTARY)

Maria De Los Angeles Contreras, AC&C Office Assistant, 02/10/2022, discharged (MACC)

CLASS CHANGE

Melody Quarles, Communicable Disease Investigator – STD/HIV/Sexual Health, position change to
Program Specialist 2 - CHANT effective 02/19/2022

PROMOTIONS

Terrica Burns, Office Support Rep. Senior – Vehicle Inspection, promoted to Finance Officer 1
effective 02/05/2022
Ashley Harrington, AC&C Officer Supervisor – MACC, promoted to AC&C Program Manager
effective 02/19/2022