



BOARD OF EDUCATION CONTRACT

FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION

TO: Kevin Crumbo, Director
Metropolitan Department of Finance

Contract Number: 7505527 Contractor: Meharry Medical College Ventures, Inc. (MMCV, Inc.)
Sourcing Method: Emergency Contract
Start Date: 2/15/2021 End Date: 6/30/2021
Address: 1005 Dr. D.B. Todd Jr. Blvd. City: Nashville State: TN Zip: 37208
Supplier Number: 1004873 Supplier Email: isamuel@mmc.edu

PURPOSE OF CONTRACT:

For the development and implementation of COVID-19 testing and monitoring protocols, including a COVID-19 testing program for MNPS students and staff that will use a combination of rapid antigen tests offered by the State of Tennessee as well as "gold standard" PCR tests that have been available at COVID-19 testing sites run by Metro Nashville. In addition, Meharry will work with the Metro Public Health Department to develop a vaccination plan for all those at MNPS who are eligible, as determined by the State of Tennessee, and those at MNPS who desire to take the vaccine.

CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes** Board Approval Date: **1/12/2021**
Is this an Intergovernmental Contract? **No**
Is this a Revenue contract (Board of Education will receive funds)? **No**
Is there DBE Participation? **No** Type of DBE (check all that apply): ☐ SBE ☐ MBE ☐ WBE ☐ SDV
Value of DBE Participation:

GRANT SUMMARY (IF APPLICABLE):

Grant Name:
Amount expected to receive: Business unit to which it will be deposited:
Are matching funds required? **No** If yes, amount of obligation:
If yes, specify fund that is being obligated:

CONTRACT FINANCIAL SUMMARY:

Amount obligated for current fiscal year is: \$18,000,000.00
The not to exceed contract value is: \$18,000,000.00

BUDGET INFORMATION:

Account number: ESSER 2.0 Funds
(pending approval)

Fund number: ESSER 2.0 Funds
(pending approval)

kk RW

MNPS Contact Person: Hank Clay
Phone Number:

Contract Agent: Kevin Edwards
Phone Number: (615) 259-8548

**CONTRACT BETWEEN THE
METROPOLITAN NASHVILLE PUBLIC SCHOOLS AND
MEHARRY MEDICAL COLLEGE VENTURES, INC.
FOR THE PURCHASE OF PROFESSIONAL SERVICES**

This contract (Contract) is entered into by and between The Metropolitan Nashville Public Schools (MNPS) and Meharry Medical College Ventures, Inc. (MMCV/Contractor), 1005 Dr. D.B. Todd Jr. Blvd, Nashville, TN 37208. This Contract consists of the following documents:

1. Any properly executed amendment to this Contract, (most recent with first priority),
2. This document and affidavit(s) including Exhibits A (Statement of Services and Costs), Exhibit B (Data Sharing Agreement), Exhibit C (MNPS Student COVID Testing Release Form), and Exhibit D (HIPAA Business Associate Agreement).
3. Purchase Orders (and PO changes).

In the event of conflicting provisions, all documents shall be prioritized in the order listed above.

1.2. Duties and Responsibilities of Professional Services Contractor

Contractor agrees to provide and MNPS agrees to purchase the following professional services, more fully defined in Exhibit A:

For the development and implementation of COVID-19 testing and monitoring protocols, including a COVID-19 testing program for MNPS students and staff that will use a combination of rapid antigen tests offered by the State of Tennessee as well as "gold standard" PCR tests that have been available at COVID-19 testing sites run by Metro Nashville. In addition, Contractor will work with the Metro Public Health Department to develop a vaccination plan for all those at MNPS who are eligible, as determined by the State of Tennessee, and those at MNPS who desire to take the vaccine.

Goods and/or services defined in this Contract will be requested by Purchase Order and supplied on an as needed basis only.

Nothing in this Contract shall be construed as a minimum guarantee of goods and/or services to be ordered from Contractor.

1.3. Contractor Qualifications

Contractor represents that it has in effect all licenses, permissions, certifications, and otherwise all legal qualifications to perform under this Contract.

1.4. License

Contractor warrants and represents that it is the owner of or otherwise has the right to and does hereby grant MNPS a license to use any software provided for the purposes for which the software was obtained, or proprietary material set forth in MNPS's sourcing documents and/or Contractor's response to the sourcing event.

1.5. Delivery and Installation

All deliveries shall be made pursuant to a written Purchase Order issued by Metropolitan Nashville Public Schools.

MNPS assumes no liability for any goods or services delivered without a Purchase Order.

All deliveries provided in the performance of this Contract are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, to the site and during the times defined by MNPS.

If installation is required, it shall be completed by the date specified on the Purchase Order unless otherwise stated in the Contract.

1.6 MNPS Roles and Responsibilities

- MNPS will identify a Project Manager for this Project.
- MNPS will help resolve and escalate project issues within MNPS, as necessary.
- Upon execution of the Data Sharing Agreement (Exhibit B) MNPS will provide Contractor access to the identified data, files, reports, contracts, documents, and other relevant information necessary for completion of duties.
- MNPS will not provide any assistance of a clerical nature for documents or telephone support.
- MNPS will provide access to student and employee data after a consent form is signed. That data is limited to data necessary to perform services described herein. MMCV will not access any additional data.
- MNPS will facilitate access to and participation by stakeholder subject matter expertise.
- MNPS will provide security access to and workspace accommodations at MNPS approved work locations requested by the Contractor. Contractor staff may share space and/or equipment with other Consultants working on other projects.

2. CONSIDERATION**2.1. Term**

The term of this Contract will begin with an initial term commencing on February 15, 2021 and ending on June 30, 2021 (the "Initial Term") This Contract may be extended for an additional six-month period (7/1/2021 – 12/31/2021) by written renewals, extensions, or amendments executed by all parties and their signatories hereto.

2.2. Compensation

MNPS will compensate Contractor in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, Contractor shall be paid for delivered/performed products and/or services properly authorized by MNPS in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by MNPS.

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

Total compensation to be paid to Contractor under this Contract for the Initial Term is not to exceed \$18,000,000.

2.3. Warranty

Contractor warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, MNPS may, at its option, request that Contractor repair or replace any defective goods, by written notice to Contractor. In that event, Contractor shall repair or replace the defective goods, as required by MNPS, at Contractor's expense, within thirty (30) days of written notice. Alternatively, MNPS may return the defective goods, at Contractor's expense, for a full refund.

Exercise of either option shall not relieve Contractor of any liability to MNPS for damages sustained by virtue of Contractor's breach of warranty.

2.4. Electronic Payment

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

2.5. Invoicing

- 2.5.1. Contractor, after MNPS receives the goods and services, shall be paid net 15 days upon receipt by MNPS of a correctly submitted invoice.
 - 2.5.1.1. Invoice must reference the MNPS purchase order number,
 - 2.5.1.2. Only one (1) purchase order number per invoice,
 - 2.5.1.3. Neither price nor quantity may exceed that present on the purchase order,
 - 2.5.1.4. Invoice number and date,
 - 2.5.1.5. Item description, quantity received, price, and extended price (again matching the PO), and
 - 2.5.1.6. Remittance address.
- 2.5.2. Incorrect invoices will be rejected, and a corrected invoice required for payment.
- 2.5.3. MNPS will make reasonable efforts to make payments within 15 days of receipt of invoice but in any event shall make payments within 30 days.
- 2.5.4. Payment of an invoice by MNPS shall not waive MNPS's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after MNPS discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by MNPS.

3. INSURANCE REQUIREMENTS**3.1. General Insurance Requirements**

During the term of this Contract, for any and all awards, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below.

Proof of insurance shall be required naming the METROPOLITAN NASHVILLE PUBLIC SCHOOLS, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204 as additional insured on the general liability policy and identifying either the project name, Purchase Order, or Contract number on the ACORD document.

A certificate of insurance, in a form satisfactory to MNPS, evidencing said coverage shall be provided to MNPS prior to commencement of performance of this Contract. Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.

Contractor shall also assure that any subcontractors of Contractor who perform work under this Contract maintain the insurance coverages and limits as are required of Contractor.

MNPS is part of a metropolitan form of government as set out under the Governmental Tort Liability Act in T.C.A.; 29-20-101, et seq., and as such has its liability limits defined by law. MNPS carries no insurance and is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by the statute.

3.2. Commercial Liability Insurance

Commercial General Liability Insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to MNPS. There shall be no endorsement or modification to make insurance excess over other available insurance.

3.3. General Liability Insurance

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

3.4. Automobile Liability Insurance

Automobile Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if Contractor will be coming on-site or making deliveries)

3.5. Medical Professional Liability Insurance

Professional Liability Insurance in the amount of one million (\$1,000,000.00) dollars.

3.6. Sexual Abuse and Molestation Insurance

Sexual Abuse and Molestation Insurance in the amount of one million (\$1,000,000) dollars.

3.7. Worker's Compensation Insurance

If applicable, Contractor shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

3.8. Cyber/Privacy Insurance

3.8.1. In the amount of one million (\$1,000,000) dollars if providing coverage for LESS than twenty-five (25) MNPS schools.

3.8.2. In the amount of two million (\$2,000,000) dollars if providing coverage for Twenty-five (25) or MORE MNPS schools.

4. NOTICES

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto.

Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of MNPS. Any such assignment or transfer shall not release Contractor from its obligations hereunder.

Notice of assignment of any rights to money due to Contractor under this Contract MUST be mailed or hand delivered to the attention of the DIRECTOR OF FINANCIAL OPERATIONS, FINANCIAL OPERATIONS, METROPOLITAN NASHVILLE PUBLIC SCHOOLS, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204.

4.1. All other notices to MNPS shall be mailed or hand delivered to:

Department: Procurement
Attention: Director of Procurement
Address: 2601 Bransford Avenue, Nashville, TN 37204
Phone: (615) 259-8400
E-mail Address: purchasing@mnps.org

4.2. Notices to Contractor shall be sent to:

Contractor: MMCV, Inc
Attention: Ivanetta Davis Samuels
Address: 1005 Dr. DB Todd Jr. Blvd, Nashville TN 37208
Phone: (615) 715-8879
E-mail Address: isamuels@mmc.edu

4.3. Agent of the Contractor

Contractor designates the following as the Agent of the Contractor for service of process and will waive any objection to service of process if process is served upon this agent: Notices to Contractor shall be sent to:

Designated Agent: Jimmie B. Strong, JD
Address: 613 Ewing Avenue , Suite 200 Nashville, TN 37203
Phone: (901) 230-2114

Email Address: jstrong@taincorporated.com

4.4. Contractor's Federal Tax ID Number: EIN 85-4370391

5. TERMINATION

5.1. Termination for Breach

Should either party fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the other party shall have the right to immediately terminate the Contract if the breaching party has not cured the breach to the satisfaction of the other party within thirty (30) days of written notification of the breach. It shall also be considered a breach of this Contract if a party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to that party and is not dismissed within thirty (30) days.

5.2. Termination for Convenience

MNPS may terminate this Contract at any time upon thirty (30) days written notice to Contractor. Contractor shall be paid in full for all authorized expenditures and goods or services satisfactorily provided to date, but in no case shall MNPS be liable to Contractor for compensation for any goods or service which has not been rendered. A termination for convenience shall not be a breach of this Contract by MNPS. The final decision as to the amount, for which MNPS shall be liable, shall be determined by MNPS. Contractor shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MNPS's exercise of its right to terminate for convenience.

5.3. Termination for Cause

In the event MNPS, in its sole discretion, does not or cannot obtain or continue the funding for this Contract from any source or sources to allow for payment of the Work, MNPS may exercise one of the following alternatives:

- 5.3.1. Terminate this Contract effective upon a date specified in a Termination Notice; or
- 5.3.2. Continue this Contract by reducing, through written notice to Contractor, the amount of this Contract and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding.

Any termination or reduction of this Contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. MNPS shall not face any liability or penalty as a result of such termination or reduction of this Contract.

6. STANDARD TERMS AND CONDITIONS

6.1 Taxes

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

5.4. Modification of Contract

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

5.5. Maintenance of Records

Contractor shall maintain documentation for all charges to MNPS. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MNPS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

5.6. MNPS Right to Inspect

MNPS shall have the right to inspect any facility or project site, upon reasonable notice to Contractor, where the products/services provided under this Contract are to be produced/performed.

5.7. Piggyback Clause

MNPS reserves the right to extend the terms, conditions, and prices of this contract to other educational and governmental organizations subject to the policies of their governing bodies (such as State, Local and/or Public Agencies). Each of the piggyback institutions will issue their own purchasing documents for the goods/ services. Contractor agrees that MNPS shall bear no responsibility or liability for any agreements between Contractor and the other Institution(s) who desire to exercise this option.

5.8. MNPS Property

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

5.9. Partnership/Joint Venture

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

5.10. Criminal Background Checks

Contractor shall comply, and shall assure that any of its subcontractors performing work under this Contract comply, with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

When applying for the background check defined above, Contractor's employees and subcontractors must specify their firm's ORI code (TNXXXXXXX) for results reporting and provide MNPS with the green light letter per employee.

The requirement stated in the preceding paragraph does not apply to a person whose contract is for the performance of a service at a school-sponsored activity, assembly or event at which school officials or employees are present when the service is performed and where the activity, assembly or event is conducted under the supervision of school officials or employees.

5.11. Credentialing Requirements

5.11.1. MNPS has engaged ERC to provide Contractor credentialing services. ERC will notify all Contractors who enter into a contract with MNPS that exceeds \$100,000 in value that they are required to enroll, at Contractor's expense, annually in the ERC credentialing program. Annual enrollment rate as of December 2017 was \$150 per year. In addition to the annual enrollment, the submission of required documents is a material requirement of this Contract.

5.11.2. ERC provides MNPS with the following information:

5.11.2.1. For a company's named owner or principal, ERC runs the following checks annually:

5.11.2.2. Criminal records (last 36 months)

5.11.2.3. Sex offender and government watch (no limit on time)

5.11.2.4. VCAP (last 84 months)

5.11.2.5. Felony (last 60 months)

5.11.2.6. For the company itself (based on Tax ID#), ERC will perform the following searches and services:

5.11.2.7. Confirm insurance requirements are current

5.11.2.8. Bankruptcy within 5 years

5.11.2.9. Liens and monetary judgements over \$10,000

5.11.2.10. TIN check- Collect W9, verify tax name, and Tax ID match.

5.12. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless MNPS, its officers, agents and employees from:

5.12.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its

officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract.

- 5.12.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- 5.12.3. MNPS will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

5.13. School District Statutory Immunity

Any other term, covenant, or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents, and the members of the Board of Education, retain their statutory governmental, official, and any other immunity provided pursuant to the laws of the State of Tennessee, including under T.C.A. 29-20-101 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or its officers, employees, agents, or for members of the Board of Education, any other defenses or immunities available to it or any of them.

5.14. Terms of Service

In the event of any conflict between the terms of this Contract and the Contractor's standard Terms of Service ("TOS"), any terms posted on Contractor's website or application, or any terms for which a user is required to click "accept" on-line in order to log into Contractor's application, the terms of this Contract shall govern.

5.15. Copyright, Trademark, Service Mark, or Patent Infringement

Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against MNPS to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent.

Contractor shall further indemnify and hold harmless MNPS against any award of damages and costs made against MNPS by a final judgment of a court of last resort in any such suit. MNPS shall provide Contractor immediate notice in writing of the existence of such claim, and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. MNPS reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon MNPS unless approved by the Metropolitan Department of Law Settlement Committee and, where required, the School Board.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may, at its option and expense:

- 5.15.1. Procure for MNPS the right to continue using the products or services, or
- 5.15.2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to MNPS, so that they become non-infringing, or
- 5.15.3. Remove the products or discontinue the services and cancel any future charges pertaining thereto, provided, however, that Contractor will not exercise option 3. until Contractor and MNPS have determined that options 1. and 2. are impractical.

Contractor shall have no liability to MNPS, however, if any such infringement or claim thereof is based upon or arises out of:

- 5.15.4. The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, or
- 5.15.5. The use of the products or services in a manner for which the products or services were neither designated nor contemplated, or
- 5.15.6. The claimed infringement in which MNPS has any direct or indirect interest by license or otherwise, separate from that granted herein.

5.16. Confidentiality, Student Records

Contractor shall keep in strict confidence as required and to the fullest extent required by any Applicable Law, including but not limited to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g and the Children's Online Privacy Protection Act of 1998 (COPPA) 15 U.S.C. § 6501-6506, any and all records and information, in whatever form or format received, pertaining to MNPS's individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplemental educational services, social security or public benefits, or information as to race, ethnicity, or disability.

With regard to any reports, studies, or other works developed in the course of this Contract, or as a result thereof, Contractor shall not publish Confidential Information or any other information which identifies students, employees, or officers of MNPS by full name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Contractor shall provide to MNPS for its review any proposed publication, brochure, or advertisement in which MNPS is named not less than thirty (30) calendar days prior to submission for publication and Contractor shall remove MNPS's name or information identifying MNPS from the publication if MNPS requests removal. Contractor shall not issue, publish, or divulge any materials developed or used in the performance of this Contract or make any statement to the media relating to this Contract without the prior consent of MNPS.

5.17. Contingent Fees

Contractor hereby represents that Contractor has not been retained, nor has retained any persons, to solicit or secure a MNPS contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this

Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MNPS contracts.

5.18. Waiver

No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

5.19. Gratuities and Kickbacks

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, higher tier subcontractor, or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Nashville Public Schools contracts.

5.20. Non-Discrimination

It is the policy of MNPS not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring, promotion, demotion, dismissal or laying off, and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

With regard to all aspects of this Contract, Contractor certifies and warrants that it 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 MNPS's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MNPS or in the employment practices of MNPS's Contractors.

Accordingly, all Proposers entering into contracts with MNPS shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

5.21. Subcontractor/Subconsultant Payments

When payment is received from MNPS, Contractor shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts due for work covered by such payment. In the event MNPS becomes informed that Contractor has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, MNPS shall have the right, but not the duty, to issue future checks and payments to Contractor of amounts otherwise due hereunder naming Contractor and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by MNPS, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit MNPS to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

5.22. Americans with Disabilities Act

Contractor assures MNPS that all services provided shall be completed in full compliance with the Americans with Disabilities Act (ADA) 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by MNPS. Contractor will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

5.23. Iran Divestment Act

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

5.24. Debarment and Suspension

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:

- 5.24.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- 5.24.2. 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;

- 5.24.3. 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
- 5.24.4. Has 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.
- 5.24.5. Contractor shall provide immediate written notice to MNPS 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 or disqualified.

5.25. Attorney Fees

Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of this Contract, and, in the event MNPS prevails, Contractor shall pay all expenses of such action including MNPS's attorney fees and costs at all stages of the litigation.

5.26. Reporting/Audit

- 5.26.1. Contractor acknowledges that MNPS intends to seek reimbursement for the costs under this Contract from grant(s) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136) and the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA), ESSER 2.0. Contractor shall maintain books, records, and other documentation related to implementation of this Contract. Contractor agrees to promptly furnish, when requested by MNPS, such books, records, and documents of Contractor to support MNPS' requests for reimbursement under the CARES Act/ESSER 2.0 grant(s). Further, Contractor acknowledges and agrees that Contractor will fully cooperate with all audit and/or compliance requirements associated with MNPS' request for reimbursement under the CARES Act/ESSER 2.0 grant(s), in accordance with applicable law.
- 5.26.2. MNPS shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Contractor involving transactions related to this Contract. Contractor further agrees to promptly furnish, when requested by MNPS, such books, documents, and records of Contractor as are necessary to verify the accuracy of the amounts invoiced to MNPS against any past or current goods and services provided by Contractor. If any audit discloses an overpayment by MNPS or a discrepancy in the amount invoiced by Contractor against the goods and services actually provided by Contractor, Contractor will promptly reimburse MNPS within thirty (30) days of MNPS' notification to Contractor of any such overpayment, rectify such discrepancy, or both, and further reimburse MNPS for any costs and expenses incurred by MNPS for any such audit, including in connection with its retention of any third-party auditor.

5.27. Execution of Additional Documents

Contractor agrees that it will make, execute, acknowledge and deliver such other documents, and take all such other actions as may be reasonably required, necessary or desirable in order to effectuate the purposes of this Contract, including but not limited to documentation related to MNPS' requests for reimbursement for costs under this Contract from its CARES Act/ESSER 2.0 grant(s) or which may be required by the CARES Act, the CRRSA, or other applicable law.

5.28. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

5.29. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, pandemic, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

5.30. Compliance with Laws

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

5.31. Governing Law/Venue

The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

5.32. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

5.33. Effective Date

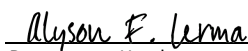

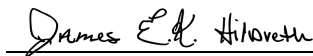
This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Nashville Public Schools and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

6. Additional Federal Terms and Provisions

Contractor is hereby informed and acknowledges that MNPS intends to submit all or part of the costs incurred under this Contract 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, Contractor agrees to comply with the additional terms and conditions included in the attached **Appendix I Federal Terms and Provisions**.

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Contract Number: 7505527

**THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY BY AND THROUGH THE
METROPOLITAN BOARD OF PUBLIC EDUCATION:****APPROVED:**
MBPE Board Chair**RECOMMENDED:**
Director of Procurement
Department Head
Federal Programs Director
Executive Staff Member**APPROVED AS TO AVAILABILITY OF FUNDS:**Account #: ESSER 2.0 Funds 
Chief Operating Officer
Metropolitan Director of Finance **APPROVED AS TO INSURANCE:**
Metropolitan Director of Insurance**APPROVED AS TO FORM AND LEGALITY:**
Metropolitan Attorney**CONTRACTOR:**
MMCV, Inc
SignatureJames E.K. Hildreth, PhD, MD
NamePresident
Title

2/12/2021 | 1:59 PM PST

Date

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**
Metropolitan Clerk

2/26/2021 | 9:01 AM CST

Date Filed

APPENDIX I FEDERAL TERMS AND PROVISIONS**6.1 Access to Records. The following access to records requirements apply to this Contract in addition to any requirements that may be elsewhere imposed:**

- 6.1.1 Contractor agrees to provide MNPS, the Comptroller General of the United States, or any of their authorized representatives or designees, access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor shall keep its books, documents, papers, and records available for this purpose for at least five years after this Contract terminates or expires or such longer time as requested by MNPS at any time prior to the expiration of the then applicable time frame. This provision does not limit the applicable statute of limitations.
- 6.1.2 Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6.1.3 Contractor agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Contract, if applicable.
- 6.1.4 Contractor 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 Contractor does not transfer the records to MNPS or any authorized or designated federal representative.

6.2 Environmental Compliance.

- 6.2.1 Contractor shall comply with all applicable standards, ordered, 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.).
- 6.2.2 Contractor shall report all violations to MNPS, the U.S. Department of Education, the Tennessee State Department of Education, and the regional office of the Environmental Protection Agency.
- 6.2.3 Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
- 6.2.4 Contractor 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.).

6.3 Contract Work Hours and Safety Standards Act.

- 6.3.1 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.

6.3.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor 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.

6.3.3 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 the contractor 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.

6.3.4 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (6.3.1) through (6.3.4) 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 (6.3.1) through (6.3.4) of this section.

6.4 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 Contract meets this definition, Contractor agrees as follows:

6.4.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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. The contractor 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.

- 6.4.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 6.4.3 The contractor 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 the contractor's legal duty to furnish information.
- 6.4.4 The contractor 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 the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 6.4.5 The contractor 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.
- 6.4.6 The contractor 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.
- 6.4.7 In the event of the contractor'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 the contractor 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.
- 6.4.8 The contractor will include the portion of the sentence immediately preceding paragraph 6.4.1 and the provisions of paragraphs 6.4.1 through 6.4.8 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. The contractor 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, the contractor 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.

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

- 6.5.1 If Contractor intends to subcontract any portion of the work covered by this Contract, Contractor 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:

- 6.5.1.1 *Placing qualified small and minority businesses and women's business enterprises on solicitation lists;*
- 6.5.1.2 *Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;*
- 6.5.1.3 *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;*
- 6.5.1.4 *Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and*
- 6.5.1.5 *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.*

6.6 Immigration and Nationality Act.

Contractor 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.

6.7 Administrative Remedies for False Claims and Statements.

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

6.8 Remedies.

6.8.1 If any work performed and/or goods delivered by Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the terms of the Contract, MNPS may in its sole discretion:

- 6.8.1.1 *elect to have Contractor re-perform or cause to be re-performed, at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;*
- 6.8.1.2 *in the case of goods, reject the goods and require Contractor to provide replacement goods that meet the needs of MNPS and the terms of the Contract;*
- 6.8.1.3 *hire another contractor to perform the work and deduct any additional costs incurred by MNPS as a result of substituting contractors from any amounts due to Contractor; or*
- 6.8.1.4 *pursue and obtain any and all other available legal or equitable remedies.*

- 6.8.2 This Section shall in no way be interpreted to limit MNPS's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

6.9 Compliance with Applicable Laws.

- 6.9.1 Contractor agrees to be bound by the terms of the Federally-Funded Subaward and Grant Agreement between MNPS and the U.S. Department of Education and/or the Tennessee State Department of Education, if applicable.
- 6.9.2 The Contractor agrees to be bound by all applicable state and federal laws, regulations, and Executive Orders.

6.10 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.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor 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:

Overview

Meharry Medical College Ventures, Inc. (MMCV) will develop and lead implementation of a school re-entry plan that assists MNPS with meeting its standard of care duty to take steps reasonably expected to promote a healthy, safe school environment, and mitigate the spread of COVID-19. MMCV will support MNPS with the implementation of protocols that meet or exceed COVID-19 recommended safety standards.

In pursuit of that goal, MMCV will provide robust staffing, an effective compliance strategy, and apply predictive analytics to significantly abate disruption to school operation when COVID-19 viral exposure occurs. MMCV will offer its proprietary contact tracing technology, rapid containment protocols, and predictive analysis to pinpoint potential exposure, and identify unexposed school segments. MMCV has designed a strategy to address all schools, and will build an infrastructure to specifically address the needs of various school demographics.

MMCV will create the strategy, develop the plan, and operationalize implementation of protocols tailored to MNPS, which are informed by research, public health recommendations, emerging best practices, and data specific to the Nashville and school clusters, to when the public health conditions allow for a safe return to an in-person learning model. Specific services provided under this Agreement include:

Education

Education is a critical component of a multi-faceted mitigation effort. MMCV will develop educational materials, assist with promotion and messaging to reach employees, students and parents.

- Develop educational campaign and messaging for employees, students and families to recognize COVID-19 symptoms, high risk activities, and away from school mitigation strategies.
- Educational effort and promotion of home-based screening as a layer of the mitigation plan that relies on employees, students and their families to identify when the employee or student might have symptoms of illness and stay home.
- Educate MNPS constituents on the Centers for Disease Control (CDC) and World Health indicators and thresholds in a manner that is accessible.
- Promote modes of access to available public health COVID-19 testing and vaccine services for families.

Screening & Testing

Development of a re-entry plan reflective of a multi-mitigation strategy that includes COVID-19 education, screening, testing, contact-tracing, and vigilant compliance with established best practices to diminish risk of outbreak and spread. MMCV will develop a COVID-19 testing plan to map and conduct symptom screening, testing (rapid antigen and PCR), and monitor compliance throughout the four quadrants of the MNPS district. Rapid antigen tests to be provided to MNPS by the State of Tennessee, Department of Health through TEMA will be made available for use by MMCV and its affiliates to provide services herein.

- Symptom screening to identify people who have possible symptoms of COVID-19 and will be kept from entering school to reduce the risk of spreading the virus that causes COVID-19. MMCV will assist MNPS in implementation of CDC-recommended symptom-screening flow.

Additionally, MMCV will:

- assist MNPS and provide guidance that may impact policy related to exclusion of a screened student from school, and when it is deemed safe to allow the student to return
- provide trained staff to conduct symptom screen procedures
- provide verification of screening with testing as determined appropriate
- provide screening equipment (e.g., scanners, thermometers)
- ensure proper cleaning and disinfection of the screening equipment.
- establish screening protocols that maintain safe distance during screening.
- conduct COVID-19 testing- random, cluster and systematic sampling with recommended solution implementation based on results:
 - MMCV acknowledges that MNPS will not be requiring students or employees to submit to COVID-19 testing as a condition of accessing in-person learning. Student-athletes or students participating in extracurriculars may be required to consent to testing as a condition of participation in those activities.
 - MMCV acknowledges the consent to test will be between the parent of the minor student or the employee and MMCV. MMCV and MNPS will work together to disseminate and retrieve the consent forms from parents of minor students. MMCV will obtain consent from employees.
 - The informed consent form for students is attached as Exhibit C to the Contract.
 - MMCV will ensure that the school principal receives a copy of the signed consent form, or revocation of consent, within 2 days of its receipt by an MMCV agent, for its placement in the student's cumulative file. MNPS will ensure that MMCV is notified within 24 hours of a principal receiving a copy of a signed consent form or revocation of consent that is received by a school.
 - MMCV will be responsible for providing the Chief of Human Resources, or his designee, a copy of the signed consent form, or revocation of consent, within 2 days of its receipt by an MMCV agent.
 - MMCV will also be responsible for:
 - Green Zone/Red Zone layout within physical plants.
 - Cascade between school level based upon mobility of student and family.
 - Promotion of registration of students by parents for random testing.
 - Use of MMCV Portal for registration, results and data reporting along with system-wide aggregation, for real time dashboard.
 - End of day reporting to Tennessee Department of Health and other required parties.

MMCV will develop and implement a strategy for prioritizing schools for testing; and will conduct school-based testing based on determination of school's risk category, and/or identifying employees and students who should be offered COVID-19 testing.

Compliance & Health Protocols

MMCV will be responsible for:

- Oversight of broad adoption of uniform safety protocols to prevent future system-wide shutdowns during fluctuations in infection rates.
- Management of Compliance effort at the school level: review, evaluate and provide action recommendations regarding CDC-recommended mitigation strategies:
 - Consistent and correct use of masks
 - Social distancing to the extent possible
 - Hand hygiene and respiratory etiquette
 - Cleaning and disinfection
 - Contact Tracing in collaboration with local health department
 - Protocol to isolate and safely transport those who are sick to their home or to a healthcare facility
- Promotion of in-school educational effort to recognize symptoms related to COVID-19; and encourage employees, parents and students who are exhibiting symptoms to follow CDC guidelines.
- Notification of local health officials of any case of COVID-19 while maintaining confidentiality.
- Education for MNPS upon the identification of close contact –facilitate notification of those who have been in close contact with a person diagnosed with COVID-19 and advise them to stay home.
- Reviewing MNPS communication and protocol used with individuals diagnosed as positive.
- Ensuring compliance with communication of positive cases, and subsequent facility disinfectant protocol.

Data Management & Analysis

MMCV will work with MNPS to visualize data via an internal dashboard to allow school leaders to observe and examine current conditions for both students and staff/faculty in a particular school, cluster, or across the district. Statistical comparisons will be possible within each level (e.g., across schools), relative to the community, and relative to schools in other regions. Results will reduce uncertainty and support data-driven decision making to promote adaptive and safe reopening and help keep school operations running smoothly. MMCV will review real-time results, identify trends to inform MNPS officials regarding classroom practices (remote teaching and learning, hybrid learning, and the in-person school experience) and evaluation of safety protocols.

MMCV will produce district and school-specific dashboards that includes aggregate data such as percentage of confirmed cases, daily case rate, and mitigation strategies. District/school-specific information will be benchmarked against other districts/schools in the state as well as districts/schools nationally with similar characteristics (e.g., demographics or community size). District dashboards will enable administrators to better understand the state of their community's health and outcomes relative to their broader geographic community and districts with similar characteristics. Any community case data reported on the dashboard is based on publicly available data as reported by public health resources.

MMCV provided visualized data will inform designation of risk as High, Moderate High, Moderate, Moderate Low, Low and subsequently required operational adjustments.

For student data, MMCV will only request the following data from MNPS to be integrated to their system after a consent form has been signed by the legal parent/guardian or the student, if the student is 18:

- Name
- Student ID number