

AGREEMENT BETWEEN
RUTHERFORD COUNTY, TN
AND
MIDDLE TENNESSEE STATE UNIVERSITY

THIS AGREEMENT, made this 1st day of January, 2014, by and between Rutherford County, TN, hereinafter referred to as "Rutherford County," and Middle Tennessee State University, hereinafter referred to as "University."

WITNESSETH:

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. The University agrees to perform the following services:

Please see attached document for a description of the scope of services.

B. Rutherford County agrees to compensate the University as follows:

The University will invoice Rutherford County for project expenses on a cost-reimbursable basis as summarized in the attached budget. The first invoice will be generated once this agreement is fully signed.

C. The parties further agree that the following shall be essential terms and conditions of this agreement.

1. Rutherford County warrants that no fee has been nor shall be paid directly or indirectly to any officer or employee of the University or State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to Rutherford County in connection with this Agreement except as provided herein.
2. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, The Americans with Disabilities Act of 1990, and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, handicap, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard

to their race, religion, creed, color, sex, age, handicap, veteran status 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 available to employees and applicants for employment.

3. The term of this Contract shall be from January 1, 2014 to December 31, 2014.
4. This Agreement may be terminated by either party by giving written notice to the other, at least 30 days before the effective date of termination. In that event, the University shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
5. This Agreement may be modified only by written amendment executed by all parties hereto.
6. The parties shall maintain documentation for all charges and services under this Agreement. All books, records, and documents, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by either party or the Comptroller of the Treasury or their duly appointed representatives.
7. Neither party shall assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the other party.
8. Rutherford County and the University are independent contractors with respect to each other. Nothing contained herein shall create any association, partnership, joint venture, employment or agency relationship between them or any third party.
9. The parties understand that the University makes no warranties whatsoever regarding performance under this Agreement, and it is understood that no warranties arise by its express terms or by operation of law so that there are no warranties under this agreement whether express or implied.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of law principles. The parties shall make good faith efforts to resolve disputes informally prior to resorting to legal action. Any and all claims against the State of Tennessee, including the University or its employees based upon this Agreement, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the State shall be limited expressly to claims paid by the Claims Commission pursuant to TCA Section 9-8-301 et seq.

11. In accordance with Tennessee Public Chapter No. 878 of 2006, T.C.A. § 12-4-124, the parties hereby attest that they will not knowingly utilize the services of illegal immigrants in the performance of this Agreement and will not knowingly utilize the services of any subcontractor, if permitted under this Agreement, who will utilize the services of illegal immigrants in the performance of this Agreement. If a party is discovered to have breached this attestation, the Commissioner of Finance and Administration shall declare that party shall be prohibited from contracting with any state entity for a period of one (1) year from the date of discovery of the breach. A party may appeal the one (1) year by utilizing the appeals process in the Rules of Finance and Administration, 0620.

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

UNIVERSITY

John W. Cothorn
Senior Vice President

Date

RUTHERFORD COUNTY

Signature

Date

Mayor Ernest G. Burgess

**Project Costs
for Rutherford County Smart Moms**

Salaries, Benefits, and Taxes	\$ 33,641
Professional Services	\$ 3,700
Supplies, Printing, and Publications	\$ 14,112
Travel/Conferences and Meetings	\$ 2,900
Facilities and Administration	\$ 8,153
TOTAL PROJECT COSTS:	\$ 62,506

Training

A 3-hour workshop conducted by an experienced SMART Moms facilitator will teach providers how to use research-proven techniques to discuss smoking cessation with pregnant women. Research indicates that pregnancy presents an ideal “teachable moment” and that smokers are more motivated to attempt quitting while pregnant than they may have been before they were expecting.

Attendees will receive a Resource Guide for future reference and will practice using field-tested intervention tools that will help at each stage of the intervention process. As detailed on the next page of this document, the five A’s is an inexpensive, easy, well-received method of assisting women to quit.

Continuing Education Certificates

Providers who attend the SMART Moms workshop may receive continuing education credit from one of a variety of professional certification organizations.

Materials

SMART Moms Health Departments will receive posters, fliers and common-area pamphlets to raise awareness about the SMART Moms program and will be given ordering information if they prefer to obtain the materials directly from the source.

Participant Packets

Participant packets include everything a pregnant smoker needs to start, pursue, re-start and complete her journey toward becoming an ex-smoker, including field-tested, culturally-appropriate, pregnancy-specific educational materials and message-imprinted household or baby items. Each woman receives contact information for connecting with Tennessee-based support including 1-800quitnow.

Program Tracking Documents

SMART Moms Health Departments will be provided simple-to complete forms for tracking enrollment, participation and completion.

Outcome Assessment

Completed program tracking documents may be submitted to the MTSU Center for Health and Human Services for a detailed report about local participants.

What is SMART Moms?

The Smart Mothers Are Resisting Tobacco project delivers healthcare-provider training and patient education materials designed to help pregnant women quit smoking.

Helping Healthcare Providers to Help Pregnant Smokers to Quit

Each year, Rutherford County Health Department employees work with local WIC participants to help women improve and maintain their family's health through screenings, education and financial support to purchase healthful food. About a quarter of these women smoke.

Through SMART Moms, Health Department employees will have the opportunity to learn and practice proven techniques for talking with their patients about smoking and quitting. SMART Moms project staff will provide patient education materials that are free, culturally-sensitive, clearly written, and have been field-tested by focus groups and Tennessee WIC participants. Health Department employees will have access to a provider's manual, online resources and SMART Moms staff so they can choose to build on their new skills when they encounter the occasional individual who encourages them to be a bit more creative in responding to the unique challenges that pop up just often enough to keep "routine" healthcare exciting and rewarding.

Why SMART Moms?

In 2008, the Public Health Service published clinical guidelines on talking with patients about smoking cessation. *Treating Tobacco Use and Dependence* was based on "8,700 articles and 50 meta-analyses and...was endorsed by 58 professional healthcare organizations." (Fiore 2012) These guidelines outlined five steps: Ask, Advise, Assess, Assist, and Arrange. SMART Moms teaches healthcare providers how to quickly and simply use these 5A's to counsel their patients who smoke.

A comprehensive review of research publications, found that "few health care providers working with pregnant women use all the components of the Agency for Healthcare Research and Quality clinical guidelines [*Treating Tobacco Use and Dependence*], however, system-level and training approaches are effective ways to enhance health care providers' engagement in smoking cessation." (Okoli 2010)

A focus group study concluded that "WIC providers require more education about the entire issue of smoking cessation in order to become more proactive in their attempts to help pregnant women quit. Training that enhances self-efficacy and understanding of the impact of smoking on mothers, infants, and children should be initiated to motivate staff to intervene." (Aquilino 2003)

The MTSU Center for Health and Human Services implemented and analyzed SMART Moms and reported that "at the conclusion of the 4-year project, 13,285 patients had received counseling and smoking cessation resources through the project. The overall success rate for participants who received counseling and agreed to use the self-help guide was 24.2% vs. 20.9% for those who did not choose to use the self-help guide but did receive counseling, exceeding

success rates previously found in similar settings. The outcomes of this project support research that even brief tobacco cessation counseling (5 to 15 minutes), delivered by trained providers and coupled with pregnancy-specific self-help materials, can increase cessation rates in women during pregnancy. Outcomes from this project also support that, when provided with adequate training and pregnancy-specific self-help materials, health care providers will more consistently counsel patients on smoking cessation during pregnancy.” (Edwards 2009)

In simpler terms, professionals can easily squeeze the 5 A’s chat into a hectic clinic schedule and patients respond well to SMART Moms and are moved to take their next step toward quitting.

Tennessee Department of Health Smoking and Pregnancy Fact Sheet

Between 12% and 20% of all pregnant women smoke.

Rates of smoking during pregnancy are at least 12 times higher among women with 9 to 11 years of education (25%) than among women who hold a college degree (2%).

Smoking during pregnancy has been linked to 10% all infant deaths.

Smoking during pregnancy may impair normal fetal brain and nervous system development.

The direct medical costs of a complicated birth are 66% higher for smokers than for non-smokers, reflecting the greater severity of complications and the more intensive care that is required.

Reducing smoking prevalence by 1% point would prevent 1,300 low birth-weight babies and save \$21 million in direct medical costs in the first year. Over a seven year period, this means the prevention of 57,200 low birth-weight babies and savings of \$572 million in direct medical costs.

Babies whose mothers smoked during their pregnancy are more likely to die from Sudden Infant Death Syndrome than those whose mothers did not smoke.

Women who smoke can have a difficult time becoming pregnant.

Parents who smoke make their children more vulnerable to respiratory illness, middle ear infections, and impaired lung function.

27% of U.S. children aged 6 years and under live with a parent or other family member who smokes; the annual direct medical costs associated with this exposure to parental smoking is estimated at \$4.6 billion.

In Tennessee, many more financially-insecure women smoke than financially-secure women. Poverty impacts so many aspects of physical, emotional and spiritual wellness that even seemingly simple concepts such as eating or relaxing become complex; this complexity extends to prenatal care, smoking, playing, coping, parenting, etc. Helping a WIC participant to quit smoking can impact her wealth, housing, employability, community-building, learning, stability, potentially every aspect of her life.

Tobacco Use and Dependence: A 2011 Update of Treatments

Michael C Fiore, MD, MPH

[J Obstet Gynecol Neonatal Nurs](#). 2010 Jan-Feb;39(1):64-77. doi: 10.1111/j.1552-6909.2009.01084.x.

Health care providers' engagement in smoking cessation with pregnant smokers.

[Okoli CT](#), [Greaves L](#), [Bottorff JL](#), [Marcellus LM](#).

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[J Allied Health](#). 2009 Fall;38(3):170-6.

S.M.A.R.T. mothers are resisting tobacco: prenatal smoking cessation in WIC mothers.

[Edwards MJ](#), [Geiser T](#), [Chafin C](#), [Weatherby NL](#), [Smith CM](#).

Source

Health Care Services, Center for Health and Human Services, Middle Tennessee State University, Murfreesboro, TN