



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 34349-95522	<b>Edison ID</b> 95522VBD	<b>Contract #</b> JS95522VBD	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> Bureau of Environmental Health Services Metro Public Health Department			<b>Edison Vendor ID</b> 4		
<b>Amendment Purpose &amp; Effect(s)</b> To effectuate a one-year renewal and add FY22 funding amount					
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b> February 28, 2022			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$ 10,000.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2021				\$10,000.00	\$10,000.00
2022				\$10,000.00	\$10,000.00
<b>TOTAL:</b>				<b>\$20,000.00</b>	<b>\$20,000.00</b>
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE</i>	
<b>Speed Chart</b> (optional) HL00008288		<b>Account Code</b> (optional) N/A			

**AMENDMENT ONE  
OF CONTRACT 34349-95522**

This Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Bureau of Environmental Health Services Metro Public Health Department, hereinafter referred to as the "Procuring Party." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

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

**B. TERM OF CONTRACT:**

This Contract shall be effective on March 1, 2020 ("Effective Date") and extend for a period of twenty-four (24) 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.

2. Contract section C. is deleted in its entirety and replaced with the following:

**C. PAYMENT TERMS AND CONDITIONS:**

Procuring Party shall pay two thousand two hundred dollars and zero cents (\$2,200.00) for the State's capacity to provide Arbovirus testing of mosquito samples during the 2022 fiscal year. The State shall test up to an average of eight hundred two (802) mosquito pools during the 2022 fiscal year. Procuring Party shall pay the State eight dollars and eighty-five cents (\$8.85) per mosquito pool submitted. The Procuring Party's 2022 fiscal year liability to the State under this contract shall be ten thousand dollars and zero cents (\$10,000.00), with a total maximum liability over the two-year Term of twenty thousand dollars and zero cents (\$20,000.00).

3. Contract section E.2. is amended to change The State's contact to the following:

The State:

Jessie Smotherman, Grants Manager  
CEDEP, Department of Health  
710 James Robertson Parkway, 4<sup>th</sup> Floor  
Andrew Johnson Tower  
Jessie.Smotherman@tn.gov  
Telephone # 615-291-5848  
Fax to Email # 615-741-3857

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 once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**BUREAU OF ENVIRONMENTAL HEALTH SERVICES METRO PUBLIC HEALTH DEPARTMENT:**

DocuSigned by:

*Tina Lester*

5/14/2021

**PROCURING PARTY SIGNATURE**

**DATE**

Tina Lester Interim Administrative Director

**PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)**

**DEPARTMENT OF HEALTH:**

*John R Dunn*

John R Dunn (May 3, 2021 11:55 CDT)

**JOHN DUNN, DVM, PhD**

**DATE**

Resolution No. RS2020 - 422

A resolution approving a contract by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, and the Tennessee Department of Health for Arbovirus Testing of mosquito samples for West Nile Virus.

WHEREAS, Metropolitan Charter Section 10.104 provides that the Board of Health has the duty to contract for such services as will further the program and policies of the board, subject to confirmation by Resolution of Council; and,

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, wishes to contract with the Tennessee Department of Health for Arbovirus Testing of mosquito samples for West Nile Virus; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this contract be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the contract by and between the Tennessee Department of Health and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for Arbovirus Testing of mosquito samples for West Nile Virus is hereby approved.

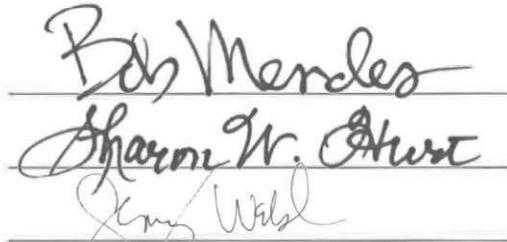
Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:



Kevin Crumbo, Director  
Department of Finance

INTRODUCED BY:



Member(s) of Council

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

**CONTRACT**

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

<b>Begin Date</b> 3/01/2020	<b>End Date</b> 02/28/2021	<b>Agency Tracking #</b> 34349-95521	<b>Edison ID</b> 4
<b>Procuring Party Legal Entity Name</b> Bureau of Environmental Health Services Metro Public Health Department			<b>Procuring Party Registration ID</b>
<b>Service Caption</b> Arbovirus Testing of Mosquito Samples			
<b>Agency Contact &amp; Telephone #</b> Sharon Barkmeier, 615-253-7335		OCR USE - RV	

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HEALTH  
AND  
BUREAU OF ENVIRONMENTAL HEALTH SERVICES  
METRO PUBLIC HEALTH DEPARTMENT**

This Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Bureau of Environmental Health Services Metro Public Health Department, hereinafter referred to as the "Procuring Party," is for the provision of Arbovirus Testing of mosquito samples for West Nile Virus, St. Louis Encephalitis Virus and Flanders Virus, as further defined in the "SCOPE OF SERVICES."

**A. SCOPE OF SERVICES:**

A.1. The State shall provide Polymerase Chain Reaction (PCR) testing of arboviruses in mosquitoes collected by Bureau of Environmental Health Services Metro Public Health Department, to identify Arboviruses and assist in the prevention and control of Vector-Borne Diseases in Tennessee.

A.2. SERVICE DEFINITIONS:

- a) Arbovirus means an arthropod-borne virus such as West Nile Virus.
- b) Arbovirus Submission Website means a platform for data submission, reporting and visualization.
- c) Arbovirus Testing means the testing of mosquito samples for Arbovirus infection.
- d) Cell Culture Supplies means supplies for maintaining cells used for arbovirus identification.
- e) Flanders Virus means an arbovirus transmitted by mosquitoes in Tennessee
- f) Gravid Traps means traps that target female mosquitoes looking to lay eggs (gravid females).
- g) "MIR" means Minimum Infection Rates, which are the ratio of the number of positive mosquito tests to the total number of mosquitoes tested.
- h) Mosquito Control Measures means mosquito control measures such as the removal of mosquito breeding containers, larvicide, adulticide, and public education regarding mosquito prevention and avoidance.
- i) Mosquito Pool means No more than fifty (50) mosquitoes of the same sex, species, collection site and collection date.
- j) Nucleic Acid Extraction Kits means Kits containing reagents for extracting DNA and RNA from cells.
- k) PCR Primer and Probes means reagents used RNA synthesis.
- l) Polymerase Chain Reaction (PCR) means a method of amplifying genetic material so that it is detectable.
- m) Polymerases means an enzyme that amplifies RNA used in PCR reactions.
- n) RNA Synthesis is the generation of ribonucleic acids for the purpose of viral identification
- o) Sequencing Reagents means chemicals that used in a sequencing procedure to confirm the results of the PCR and to identify the exact genetic footprint of viruses with the State's Vector-Borne Diseases Laboratory detected by PCR;
- p) Vector-Borne Disease means a disease that is transmitted to humans or other animals by an insect or other.
- q) Vector Control Program means program charged with controlling mosquitoes and other arthropods that can transmit pathogens that cause disease.
- r) Web-Based Platform means that the Bureau of Environmental Health Services Metro Public Health Department personnel will enter sample data into the Platform maintained by TDH.

**A.3. SERVICE DESCRIPTIONS:**

1. The Procuring Party shall: Collect mosquitoes from Metro Davidson County and bring back to the State for sorting and pooling.
2. Separate mosquitoes by Genus/Species, trap location and gender.
3. Submit female mosquitoes and shall not mix females of the same genus/species in the same mosquito pool.
4. Put fifty (50) or fewer individual mosquitoes of the same sex, species, and collection date/site in one tube with one (1) label that in the following format.  
i.e. 2020M-19-0013 (Year/month for Mosquito-county number-pool number).
5. Clearly and legibly mark each vial by identification number in permanent ink.
6. Metro Davidson County personnel will enter data into the Web-Based Platform prior to receiving results from the State laboratory.
7. Send tubes to the State, as specified in this Contract.

- A.4. The Procuring Party shall ship vials of Mosquito Pools by overnight express. The Procuring Party shall ship the Mosquito Pools in vials to the State in Styrofoam containers that are in with cold packs surrounding the freezer boxes to the following address:

Laboratory Services, TDH  
Attn: Vector-Borne Diseases Laboratory  
630 Hart Lane  
Nashville, TN 37216-2006

**B. TERM OF CONTRACT:**

This Contract shall be effective on March 1, 2020 ("Effective Date"), and extend for a period of twelve (12) 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:**

Procuring Party shall pay twenty two hundred dollars (\$2,200.00) for State's capacity to provide Arbovirus Testing of Mosquito Samples. The State shall test up to an average of eight hundred two (802) Mosquito Pools during the Term. Procuring Party shall pay the State eight dollars and eighty-five cents (\$8.85) per mosquito pool submitted. The Procuring Party's maximum liability to the State under this contract shall be ten thousand dollars (\$10,000.00).

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate

the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create 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.
- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it shall be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.18. 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:

Sharon Barkmeier, Grants Manager  
CEDEP, Department of Health  
710 James Robertson Parkway, 4<sup>th</sup> Floor  
Andrew Johnson Tower  
Sharon.barkmeier@tn.gov  
Telephone # 615-253-7335

Fax # 615-741-3857

The Procuring Party:

Ivone Rodriguez, Health Manager  
Bureau of Environmental Health Services  
Metro Public Health Department  
2500 Charlotte Avenue  
Nashville, TN 37209  
Ivone.rodiguez@nashville.gov  
Telephone # 615-340-8952

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

**IN WITNESS WHEREOF,**

**BUREAU OF ENVIRONMENTAL HEALTH SERVICES METRO PUBLIC HEALTH DEPARTMENT:**

*See next page*

\_\_\_\_\_  
**PROCURING PARTY SIGNATURE**

\_\_\_\_\_  
**DATE**

*See next page*

\_\_\_\_\_  
**PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)**

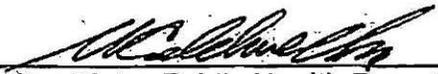
**DEPARTMENT OF HEALTH:**

*See next page*

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

\_\_\_\_\_  
**DATE**

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

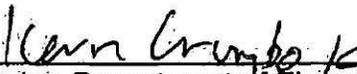
  
\_\_\_\_\_  
Director, Metro Public Health Department

5/14/2020  
Date

  
\_\_\_\_\_  
Chair, Board of Health

\_\_\_\_\_  
Date

**APPROVED AS TO AVAILABILITY OF FUNDS:**

  
\_\_\_\_\_  
Director, Department of Finance

06-01-2020  
Date

**APPROVED AS TO RISK AND INSURANCE:**

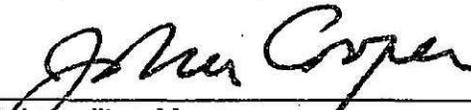
  
\_\_\_\_\_  
Director of Risk Management Services

06/22/20  
Date

**APPROVED AS TO FORM AND LEGALITY:**

  
\_\_\_\_\_  
Metropolitan Attorney

6/22/2020  
Date

  
\_\_\_\_\_  
Metropolitan Mayor

JUL 08 2020  
Date

**ATTEST:**

  
\_\_\_\_\_  
Metropolitan Clerk RS2020-422

JUL 08 2020  
Date

**ORIGINAL**

12:35 pm, Jun 30 2020

FILED METROPOLITAN CLERK

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**METROPOLITAN COUNTY COUNCIL**

**Resolution No. RS2020-422**

A resolution approving a contract by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, and the Tennessee Department of Health for Arbovirus Testing of mosquito samples for West Nile Virus.

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*Introduced* JUL 07 2020

*Amended* \_\_\_\_\_

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*Adopted* JUL 07 2020

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*Approved* JUL 08 2020

By   
*Metropolitan Mayor*

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

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

DocuSigned by:  
*Tina Lester*  
5EE94599A8D6403...  
\_\_\_\_\_  
Interim Administrative Director  
Metro Public Health Department

5/14/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Alex Jahangir*  
7F973F49A86A4DF...  
\_\_\_\_\_  
Chair, Board of Health

5/14/2021  
\_\_\_\_\_  
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:  
*Kevin Crumbo/MJU*  
62377A2A8742469...  
\_\_\_\_\_  
Director, Department of Finance

DS  
*KW*

DS  
*TE*

5/17/2021  
\_\_\_\_\_  
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:  
*Balogun Cobb*  
68804BF12FD741C...  
\_\_\_\_\_  
Director of Risk Management Services

5/24/2021  
\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

*Matthew Garth*  
\_\_\_\_\_  
Metropolitan Attorney

5/26/2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Metropolitan Mayor

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date