



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 34347-49719	Edison ID 61143	Contract # GU1961143	Amendment # 1		
Contractor Legal Entity Name Metropolitan Government of Nashville and Davidson County			Edison Vendor ID 4		
Amendment Purpose & Effect(s) To add funds and extend the term					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: September 29, 2023			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 7,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2019		\$5,250.00			\$5,250.00
2020		\$7,000.00			\$7,000.00
2021		\$7,000.00			\$7,000.00
2022		\$7,000.00			\$7,000.00
2023		\$7,000.00			\$7,000.00
2024		\$1,750.00			\$1,750.00
TOTAL:		\$35,000.00			\$35,000.00
Budget Officer Confirmation: 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>	
Speed Chart (optional) HL00017171		Account Code (optional) 70899000			

**AMENDMENT 1
OF CONTRACT GU1961143**

This Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Contractor." 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 A.5. is deleted in its entirety and replaced with the following:
 - A.5. Service Description. The Contractor shall review deaths of children in Davidson County occurring between 10/1/2018 and 9/29/23, meeting SDY criteria, and provide, at a minimum, the following services:
 - a. Review all deaths meeting the SDY criteria and categorize SUID cases, using the SUID algorithm (Attachment 2) provided by the Centers for Disease Control, during the review of the case at the child death review meeting.
 - b. Complete all data fields in the National Child Death Database required by the state CFR program within two (2) weeks of reviewing the death, and in accordance with the entry or submission requirements as set forth by the CFR Program.
 - c. Conduct a minimum of one (1) prevention activity as approved by the State related to sudden unexplained infant death, sudden cardiac death or sudden death in epilepsy.
2. Contract section A.6.c. is deleted in its entirety and replaced with the following:
 - c. Progress reports for the period October 1 through March 31st, is due no later than April 30th of each year 2019 through 2023. Submit to the State the SDY Report as detailed in the format attached herein as Attachment 1 via email or U.S. Mail.
3. Contract section A.6.d. is deleted in its entirety and replaced with the following:
 - d. Progress reports for the period April 1 through September 29th, is due no later than October 31st of each year 2019 through 2023. Submit to the State the SDY Report as detailed in the format attached herein as Attachment 1 via email or U.S. Mail.
4. Contract section B. is deleted in its entirety and replaced with the following:
 - B.1. This Grant Contract shall be effective for the period beginning on September 30, 2018 ("Effective Date") and ending on September 29, 2023, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
 - B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months
5. Contract section C.1. is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Thirty Five Thousand Dollars (\$35,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment

required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

6. Contract section C.3. is deleted in its entirety and replaced with the following:

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
a. Submission of Progress Report: October 1, 2018 – March 31, 2019	\$3,500.00
b. Submission of Progress Report: April 1, 2019 – September 30, 2019	\$3,500.00
c. Submission of Progress Report: October 1, 2019 – March 31, 2020	\$3,500.00
d. Submission of Progress Report: April 1, 2020 – September 30, 2020	\$3,500.00
e. Submission of Progress Report: October 1, 2020 – March 31, 2021	\$3,500.00
f. Submission of Progress Report: April 1, 2021 – September 30, 2021	\$3,500.00
g. Submission of Progress Report: October 1, 2021 – March 31, 2022	\$3,500.00
h. Submission of Progress Report: April 1, 2022 – September 30, 2022	\$3,500.00
i. Submission of Progress Report: October 1, 2022 – March 31, 2023	\$3,500.00
h. Submission of Progress Report: April 1, 2023 – September 29, 2023	\$3,500.00

* NOTICE: The amount(s) per compensable increment detailed above shall be contingent upon the State's receipt of an invoice (Attachment 3) (as required in section C.5., below) for said service(s) within forty-five (45) days after the end of the calendar month in which the service(s) were rendered. At the sole discretion of the State, the amount per compensable increment of any service for which the State receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the State, the Contractor must submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Contractor's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

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

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
Gill C Wright III, MD 10/19/2021
0468AC21E1CC488...
Director Date

Metro Public Health Department
DocuSigned by:
Tené Hamilton Franklin 10/21/2021
8EBF08BF14D148D...
Chair, Board of Health Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kelly Flannery/mjw ^{DS} RW ^{DS} TE 10/21/2021
62377A2A8742469...
Director, Department of Finance Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb 10/21/2021
68804BF12FD741C...
Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth 11/18/2021
Metropolitan Attorney Date

Metropolitan Mayor Date

ATTEST:

Metropolitan Clerk Date

DEPARTMENT OF HEALTH:

Lisa Piercey, MD, MBA, FAAP
Commissioner

Date