

**CONTRACT**

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

Begin Date 7/01/2023	End Date 06/30/2024	Agency Tracking # 34349-95524	Edison ID
Procuring Party Legal Entity Name Bureau of Environmental Health Services Metro Public Health Department			Procuring Party Registration ID 4
Service Caption Arbovirus Testing of Mosquito Samples			
Agency Contact & Telephone # Jessie Smotherman Jessie.Smotherman@tn.gov 615-291-5848 <i>Eric Buchholz</i>		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 the 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

1. Arbovirus means an arthropod-borne virus such as West Nile Virus.
2. Arbovirus Submission Website means a platform for data submission, reporting and visualization.
3. Arbovirus Testing means the testing of mosquito samples for Arbovirus infection.
4. Cell Culture Supplies means supplies for maintaining cells used for arbovirus identification.
5. Flanders Virus means an arbovirus transmitted by mosquitoes in Tennessee.
6. Gravid Traps means traps that target female mosquitoes looking to lay eggs (gravid females).
7. "MIR" means Minimum Infection Rates, which are the ratio of the number of positive mosquito tests to the total number of mosquitoes tested.
8. 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.
9. Mosquito Pool means No more than fifty (50) mosquitoes of the same sex, species, collection site and collection date.
10. Nucleic Acid Extraction Kits means Kits containing reagents for extracting DNA and RNA from cells.
11. PCR Primer and Probes means reagents used RNA synthesis.
12. Polymerase Chain Reaction (PCR) means a method of amplifying genetic material so that it is detectable.
13. Polymerases means an enzyme that amplifies RNA used in PCR reactions.
14. RNA Synthesis is the generation of ribonucleic acids for the purpose of viral identification.
15. 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.
16. Vector-Borne Disease means a disease that is transmitted to humans or other animals by an insect or other.
17. Vector Control Program means program charged with controlling mosquitoes and other arthropods that can transmit pathogens that cause disease.
18. 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 Description

1. The Procuring Party shall: Collect mosquitoes from Metro Davidson County 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.
 - a. 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:

- B.1. This Contract shall be effective on July 1, 2023 ("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.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to four (4) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. 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 will 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.

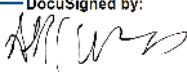
The State:

Jessie Smotherman, BGM Contract Director
CEDEP, Department of Health
710 James Robertson Parkway, 4th Floor
Andrew Johnson Tower
Jessie.Smotherman@tn.gov
Telephone # 615-291-5848
Fax # 615-741-3857

The Procuring Party:

Christopher Michie, PE
Bureau of Environmental Health
Metro Public Health Department
2500 Charlotte Avenue
Nashville, TN 37209
chris.michie@nashville.gov
Telephone # 615-340-0548

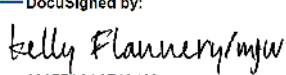


METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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Director Date
Metro Public Health Department

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Chair, Board of Health Date

APPROVED AS TO AVAILABILITY OF FUNDS:

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Director, Department of Finance Date
 

APPROVED AS TO RISK AND INSURANCE:

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Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth

Metropolitan Attorney

5/2/2023

Date

FILED:

Metropolitan Clerk

Date

DEPARTMENT OF HEALTH:

Ralph Alvarado, MD, FACP,
Commissioner

Date