

RESOLUTION NO. RS2019-1847

A resolution approving amendment one to a grant from the State of Tennessee, Department of Health, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to provide HIV/STD/Viral Hepatitis Prevention, surveillance, and PrEP Clinic services.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, previously entered into a grant agreement with the State of Tennessee, Department of Health, approved by RS2019-1635; and,

WHEREAS, the parties wish to amend the grant contract by deleting Sections A.5c.(3)xi., A.5.d., and D.19. in their entirety and replace with new Sections A.5.c.(3)xi., A.5.d., and D.19. and add Section A.9.; and,

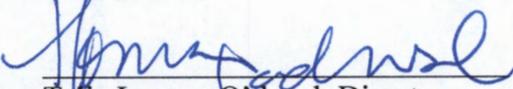
WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that amendment one be accepted.

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

Section 1. That amendment one to the grant by and between the State of Tennessee, Department of Health, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to provide HIV/STD/Viral Hepatitis Prevention, surveillance, and PrEP Clinic services, a copy of which amendment one is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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:

  
Talia Lomax-O'dneal, Director  
Department of Finance

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

  
Assistant Metropolitan Attorney

Member(s) of Council

**Electronic Signature Page**

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)



Erica Gilmore  
Councilwoman At Large



## GRANT AMENDMENT

Agency Tracking # 34349-47419	Edison ID 62291	Contract # GG1962291	Amendment # 1		
Contractor Legal Entity Name Metropolitan Government of Nashville and Davidson County			Edison Vendor ID 4		
Amendment Purpose & Effect(s) Corrections to Scope of Service					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: December 31, 2019			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2019	\$133,100	\$455,800			\$588,900
2020	\$133,100	\$455,800			\$588,900
<b>TOTAL:</b>	<b>\$266,200</b>	<b>\$911,600</b>			<b>\$1,177,800</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.				CPO USE	
					
Speed Chart (optional) HL00006849	Account Code (optional) 71301000				

**AMENDMENT 1  
OF GRANT CONTRACT GG1962291**

This Grant Contract 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 "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section A.5.c.(3)xi. is deleted in its entirety and replaced as follows:

A.5.c.(3)xi. Reserved.

2. Grant Contract section A.5.d. is deleted in its entirety and replaced as follows:

A.5.d. Viral Hepatitis (VH) Services

- (1) The Grantee agrees to provide VH services listed below in accordance with the State VH Program and as outlined in the Tennessee Department of Health's VH NBS User Guide.
  - i. Field investigation oversight of acute Hepatitis B (HBV) and acute Hepatitis C (HCV);
  - ii. NBS Data entry oversight of acute HBV, acute HCV, and chronic HBV;
  - iii. Develop a region-specific provider directory (detailing HCV, HIV, mental health, and substance abuse providers within their region) and update directory quarterly;
  - iv. Send updated directory to Central Office VH Prevention Coordinator;
  - v. Identify any acute HCV-infected individuals residing in their region, manually enter patient demographics into project-specific Routine Electronic Data Capture (REDCap) database, and subsequently refer acute infections to HCV treatment or other services (e.g., HIV care, mental health services, substance use disorder treatment) based on client-centered goals;
  - vi. Refer individuals testing RNA-positive in health departments that are populated weekly in REDCap database navigator queue to treatment or other services (e.g., HIV care, mental health services, substance use disorder treatment) based on client-centered goals;
  - vii. Contact attempts made for at least ninety percent (90%) of individuals identified for navigation (acute or individuals testing RNA-positive in health departments) and document all client contact attempts (phone call, text message, letter) and referrals provided in REDCap database;
  - viii. Participate on all Central Office VH Program monthly calls.

3. The following is added as Grant Contract section A.9.:

A.9. In the event that the Grantee is subject to an audit in accordance with Section D.19 hereunder, the Grantee shall submit to the State contact listed in Section D.8 a copy of the audit report and Notice of Audit Report Attachment.

4. Grant Contract section D.19. is deleted in its entirety and replaced with the following:

D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 6 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 6 shall complete Attachment 5. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

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 Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Wendy Long MD 7/8/19  
 WENDY LONG DATE  
 DIRECTOR, METRO PUBLIC HEALTH DEPARTMENT

Carol Etherington 7/11/19  
 CAROL ETHERINGTON, MSN, RN, FAAN DATE  
 CHAIR, BOARD OF HEALTH

APPROVED AS TO AVAILABILITY OF FUNDS:

Taliamaxadneal 7-23-19  
 TALIA LOMAX-O'DNEAL DATE  
 DIRECTOR, DEPARTMENT OF FINANCE

APPROVED AS TO RISK AND INSURANCE:

BCW 7/24/19  
 DIRECTOR OF RISK MANAGEMENT SERVICES DATE

APPROVED AS TO FORM AND LEGALITY:

M. S. Ke 7/24/19  
 METROPOLITAN ATTORNEY DATE

\_\_\_\_\_  
 DAVID BRILEY DATE  
 METROPOLITAN MAYOR

ATTEST:

\_\_\_\_\_  
 METROPOLITAN CLERK DATE

DEPARTMENT OF HEALTH:

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 LISA PIERCEY, MD, MBA, FAAP, COMMISSIONER DATE