

BILL NO. 2913

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A THIRD YEAR AGREEMENT BETWEEN THE MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES AND THE CITY OF BRANSON FOR WEST NILE MOSQUITO SURVEILLANCE AND COLLECTION.**

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**WHEREAS**, RSMO. 70.220, provides that political subdivisions may cooperate with each other for a common service; and

**WHEREAS**, the State of Missouri Department of Health and Senior Services has received a grant from the United States Public Health Service to perform surveillance for West Nile Virus in Missouri and Taney County; and

**WHEREAS**, DHSS Section of Communicable Disease Control and Veterinary Public Health desires to contract for the third year grant cycle with the City of Branson for the purposes of mosquito surveillance and collection of adult mosquitos; and

**WHEREAS**, the Branson Board of Aldermen deem this to be in the best interest of the health and welfare of its citizens and visitors.

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:**

**Section 1:** The agreement with the Missouri Department of Health and Senior Services, as herewith attached as Exhibit A is hereby approved and The Mayor is authorized to execute the agreement substantially in the form attached.

**Section 2:** This ordinance shall be in full force and effect from and after its passage and approval.

Read this first time on this \_\_\_ day of \_\_\_\_, 2004.

Read this second time, passed, and truly agreed to by the Board of Aldermen of the City of Branson, Missouri, on this \_\_\_ day of \_\_\_\_, 2004.

\_\_\_\_\_  
Louis E. Schaefer  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sandra L. Williams, C.M.C.  
City Clerk

  
\_\_\_\_\_  
Daniel R. Wichmer  
City Attorney



12184  
 MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
**PROGRAM SERVICES CONTRACT**

CONTRACT NO.	VENDOR NO. <b>4460001420-8</b>
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CONTRACTOR <b>BRANSON CITY HEALTH DEPARTMENT</b>		CONTRACTOR TYPE <input checked="" type="checkbox"/> GOVERNMENT AGENCY <input type="checkbox"/> PRIVATE OR NON-PROFIT AGENCY MINORITY OWNED/OPERATED (MBE/WBE) <input type="checkbox"/> YES <input type="checkbox"/> NO	
PROJECT TITLE <b>MOSQUITO SURVEILLANCE</b>		FUND SOURCE <input type="checkbox"/> STATE _____ % <input checked="" type="checkbox"/> FEDERAL <b>100</b> %	CFDA NO. <b>93.283-3305-B</b>
CFDA TITLE <b>Epidemiology and Laboratory Capacity for Infectious Diseases</b>			

- This contract is entered by and between the State of Missouri, Department of Health and Senior Services, (hereinafter: Department) and the above-named Contractor, and shall consist of this form DH-70, and a Scope of Work with any attached Exhibits consisting of 6 pages which are incorporated herein as if fully set out.
- Contract period shall be from July 1, 2004 through JUNE 30, 2005.
- Contract amount shall not exceed \$ 6,927.
- This contract is:
  - cost reimbursement;
    - The Contractor shall pay all costs for providing the contract services and will be reimbursed by the Department for actual costs, not exceeding the total contract amount.
    - The Contractor shall follow competitive procurement practices assuring all purchases are at reasonable prices.
    - Unless specifically listed in the Scope of Work, purchase of any equipment costing \$500 or more shall require prior written approval from the Department.
    - Any equipment costing \$500 or more and with a useful life of one year or more purchased by the Contractor under terms of this contract shall be considered property of the Department. Upon completion of the contract, the Department reserves the right to transfer such property to offices of the Department, other contractors, or other designated parties. If transfer right is not exercised within one (1) year of contract completion, title of the property shall lapse to the Contractor.
    - As specific needs are identified within the Scope of Work, the Contractor may rebudget funds between object class categories of the budget within 10% of the total budget without obtaining prior written approval of the Department; this rebudgeting will not require execution of a contract amendment. Such rebudgeting shall not cause an increase in the indirect cost category without prior approval of the Department.
  - fixed price.
  - Other (specify) \_\_\_\_\_

5. Contractor shall bill the Department on a  monthly;  quarterly;  one-time;  other basis. Invoices, in triplicate, shall be sent to:

**MISSOURI DEPARTMENT OF HEALTH & SENIOR SERVICES  
 SECTION FOR COMMUNICABLE DISEASE PREVENTION  
 ATTN: FISCAL & OPERATIONS UNIT  
 930 WILDWOOD, P.O. BOX 570  
 JEFFERSON CITY, MO 65109**

6. through 21. on reverse side.

22. This contract expresses the complete agreement of the parties and shall supersede all previous communication, representations or agreements, either verbal or written, between the parties. Performance shall be governed solely by the terms and conditions contained in this contract. By signing below, the Contractor and the Department agree to all terms and conditions set forth in this contract.	RECOMMENDED FOR APPROVAL BY (DIVISION / CENTER DIRECTOR SIGNATURE)
	DATE
AUTHORIZED CONTRACTOR SIGNATURE	SIGNATURE OF DHSS REPRESENTATIVE AUTHORIZED TO SIGN CONTRACT
PRINTED NAME / TITLE	PRINTED NAME / TITLE <b>Mark R. Reading, Director, Division of Administration</b>
DATE	DATE

Branson City Health Department  
Mosquito Surveillance  
**SCOPE OF WORK**

1.0 PURPOSE

- 1.1 To establish a contract with the Missouri Department of Health and Senior Services (Department) to provide mosquito surveillance. With this information, vector mosquito control and other preventive measures can be instituted to assist in the prevention of arboviral morbidity and mortality in the human population.

2.0 DELIVERABLES/SERVICES

2.1 Surveillance Activities

- 2.1.1 The Contractor shall collect adult mosquitoes from epidemiologically significant sites within its jurisdiction during July 1, 2004 through September 30, 2004. The location of collection sites may change through the season as mosquito densities fluctuate in response to environmental factors and geographic features.
- 2.1.2 The Contractor shall send at least one individual to the mosquito trappers' classroom training in Jefferson City in the spring of 2005. The Contractor is strongly encouraged to send at least one (1) individual to one (1) of the 2005 late spring advanced field training sessions to be held in four (4) areas of the state: eastern, northwestern, central, southwestern.
- 2.1.3 The Contractor shall use only (a) gravid traps and/or (b) traps that use carbon dioxide and/or light (CO<sub>2</sub> – light trap) as an attractant. The time period between setting traps and collecting specimens shall be approximately twenty-four (24) hours for gravid traps and eight (8) – twelve (12) hours for CO<sub>2</sub> – light traps.
- 2.1.4 The Contractor shall set a minimum of five (5) traps two (2) or more times per week (on nonconsecutive days if the same site is used) throughout the contract period. One (1) trap set for one (1) night equals one (1) "trap night," so this equates to a minimum trapping schedule of ten (10) trap nights per week.
- 2.1.5 By August 13, 2004, the Contractor shall establish at least one (1) permanent sentinel mosquito-trapping site, choosing a location that is typically productive under a wide range of yearly weather extremes, and where the mosquito breeding and/or harborage habit is unlikely to change significantly over time. The site shall be sampled throughout the contract

period at least once a week using one (1) gravid trap and one (1) CO<sub>2</sub> – light trap. This weekly sentinel site trapping will count as two (2) trap nights using the definition in paragraph 2.1.4. The contractor shall obtain latitude and longitude coordinates for the site(s). In addition, by August 13, 2004, the contractor will also produce four (4) digital photographs of the site, one (1) in each of the cardinal directions, illustrating the character of the site.

2.1.6 Upon collection, the Contractor shall sort the mosquito collections in accordance to specifications provided by Dr. Chris Frazier of Southeast Missouri State University.

2.1.7 For every vial or sorted pool, the Contractor shall enter a minimum set of parameters (vial number, site number, pool number, collection date, shipment date, trap location [including 911 address, city, and zip code and/or latitude and longitude coordinates], trap type, pre- or post-control pool, permanent trap site or moving trap):

- Into a Microsoft Access mosquito surveillance database form supplied by DHSS, or
- Into a comparable commercial or locally generated mosquito surveillance database approved by DHSS.

2.1.8 If the Contractor suspends or ceases mosquito collection activity, or cannot meet the minimum trapping schedule described in paragraph 2.1.4, written, mailed notice of the action signed by the local agency administrator must be supplied to the Coordinator of the Vector-borne Disease Program (VBDP) within five (5) working days at the following address: Karen F. Yates, Coordinator, Vector-borne Disease Program, Division of Environmental Health and Communicable Disease Prevention, Missouri Department of Health and Senior Services, P.O Box 570, Jefferson City, Missouri, 65102-0570.

2.1.9 The Contractor shall use a shipping protocol provided by Dr. Chris Frazier of Southeast Missouri State University.

## 2.2 Reports:

2.2.1 On each shipment date, the Contractor will generate a Microsoft Excel file containing the parameters enumerated in paragraph 2.1.7 and send the file as an email attachment to the following email addresses:

2.2.1.1 VBDP Coordinator – [yatesk@dhss.mo.gov](mailto:yatesk@dhss.mo.gov)

2.2.1.2 VBDP Specialist – [duewer@dhss.mo.gov](mailto:duewer@dhss.mo.gov)

2.2.1.3 Surveillance Epidemiology Specialist – [vradej@dhss.mo.gov](mailto:vradej@dhss.mo.gov)

2.2.1.4 Dr. Chris Frazier – [cfrazier@semovm.semo.edu](mailto:cfrazier@semovm.semo.edu)

2.2.2 By August 13, 2004, the contractor shall provide the VBDP Coordinator and Dr. Chris Frazier with a Microsoft Word document attached to an email (directed to the email addresses in 2.2.1), describing the permanent sentinel mosquito-trapping site. The text of the report will note the latitude and longitude coordinates and be illustrated with figures using the four (4) digital photos described in paragraph 2.1.5.

2.2.3 The Contractor shall submit a Final Program Report summarizing activities conducted during the entire contract period to the Department within thirty (30) days following the end of the contract period. The report shall consist of:

2.2.3.1 Contractor's primary and alternate mosquito surveillance coordinators (names, telephone numbers, fax numbers, and e-mail addresses).

2.2.3.2 Location and description of all collection sites used.

2.2.3.3 Lessons learned and suggestions for future mosquito trapping programs.

### 3.0 CONTRACT BUDGET

3.1 The Contractor shall be paid for satisfactorily completing the Deliverables/Services in Section 2.0. Payment shall be based upon the following budget categories: personnel, travel to trapping sites, travel to classroom and field mosquito trapper training, materials and supplies, shipping, and other training. The Contractor shall be paid one-third (1/3) of \$6,927 per month for each of the three (3) months specified in 2.1.1 for performing the Deliverables/Services in Section 2.0.

3.2 The Contractor shall submit to the Department uniquely identifiable itemized invoices for payment processing. Uniquely identifiable means the particular invoice can be distinguished by invoice number from a previously submitted invoice. The Contractor's authorized representative shall sign each invoice confirming that the work was done. The invoice documentation shall be maintained in the Contractor's administrative files and shall be subject to audit by the Department's representatives.

3.3 The Contractor shall submit monthly invoices within forty-five (45) calendar days following the month in which services were provided or purchases made, unless prior written approval has been granted by the Department. The Contractor shall

send the final invoice no later than thirty (30) days after the close of the contract period. The Department shall have no obligation to pay any invoice that is not received in accordance with the above requirements. Invoices shall be mailed to: Missouri Department of Health and Senior Services, Section for Communicable Disease Prevention, Attn. Fiscal Unit, P.O. Box 570, 920 Wildwood, Jefferson City, MO 65102-0570.

- 3.4 Reimbursement of Contractor expenses incurred will be made upon receipt and approval of a properly prepared itemized invoice submitted monthly on Contractor letterhead.
- 3.5 The Department reserves the right to reallocate contract funds between contract budget categories at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Contractor will be given thirty (30) calendar days prior written notification of any reallocation.
- 3.6 If the Contractor is overpaid by the Department, the Contractor shall issue a check made payable to 'DHSS-DOA-Fee Receipts' upon official notification by the Department and shall mail payment to: Missouri Department of Health and Senior Services, Division of Administration, Fee Receipts, P.O. Box 570, 920 Wildwood Drive, Jefferson City, MO 65102-0570.
- 3.7 If a request by the Contractor for reimbursement is denied, the Department shall provide the Contractor with written notice of the reason(s) for denial.
- 3.8 Reimbursement may be denied if the Contractor suspends or ceases mosquito collection activity, or cannot meet the minimum trapping schedule described in paragraph 2.1.4 during the period of the contract.

#### 4.0 CONTRACT MONITORING/QUALITY ASSURANCE

- 4.1 The Contractor shall participate in one (1) telephone conference call during the period July 1 through September 30, 2004 to allow for assessment by the Department of activities conducted in accordance with this contract. Additional contract monitoring/quality assurance will be conducted by the Department through review of weekly reports and the Final Program Report submitted by the Contractor.

#### 5.0 SPECIAL PROVISIONS

- 5.1 Any information, scientific data or summary of analysis thereof resulting from the performance of this contract shall be the property of the Department. Authorization to use or publish any of the foregoing shall be obtained in writing from the Department.

- 5.2 This contract shall be governed by and construed in accordance with the laws of the State of Missouri. The Contractor shall comply with all federal and state laws, including regulations, applicable to this contract including but not limited to those laws authorizing or governing the use of federal funds paid to the Contractor through this contract such as 45 CFR Part 92; 45 CFR Part 46, Public Health Service Act, as amended, Sections 301, 307, 310, 311, 317, 322(e), 325, 327, 328, 352, and 361 – 369; Federal Mine Safety and Health Amendments Act of 1977, as amended; Occupational Safety and Health Act of 1970; Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1988, Public Law 100 – 202; and any program guidelines.
- 5.3 The Department shall provide the Contractor with the equipment/replacement parts shown below. These items shall become the property of the Contractor who shall be solely responsible for their upkeep and maintenance.

<b>Equipment/Replacement Part</b>	<b>Quantity</b>
Gravid Mosquito Trap (GMT)	4
Replacement Catch Bag, GMT	4
Rechargeable Gel Cell Battery 6V	8
Battery Charger 6V	1

- 5.4 The Contractor may subcontract with other governmental agencies or community-based organizations (CBOs). If the Contractor chooses to subcontract with a CBO, said organization must have 501(c) (3) nonprofit status or evidence of filing for said status.
- 5.4.1 Any subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010(5) (A)-(L), and the Department must approve the subcontracting arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorneys fees) of any kind related to a subcontract in those matters described herein.
- 5.4.2 The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subcontract rests solely with the Contractor; and the Contractor shall assure and maintain documentation that any and all subcontractors comply with all requirements of this contract. The Contractor shall agree and understand that utilization of a subcontractor to provide any of the services in this contract shall in no way relieve the Contractor of the responsibility for providing the services as described and set forth herein.

- 5.4.3 The Contractor shall be responsible for assuring that all personnel, including those of any subcontractor(s), are appropriately qualified and licensed or certified as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract, and documentation of such licensure or certification shall be made available upon request.
- 5.5 The Contractor assumes liability for all disclosures of confidential information by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164).
- 5.6 The Department shall have the right, at its sole option, based upon available funding and Contractor performance, to renew the contract for two (2) additional one-year periods. In the event the option is exercised, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period(s).
- 5.7 Return of the proposed contract within forty-five (45) calendar days of the date mailed by the Department is necessary to ensure execution of this contract by the Department.
- 5.8 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance, or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns.
- 5.9 If State and/or Federal funds are not appropriated, continued, or available at a sufficient level to fund this contract, or in the event of a change in Federal or State law relevant to this contract, the obligations of each party may, at the sole discretion of the Department, be terminated in whole or in part, effective immediately or as determined by the Department, upon date of certified mailing, facsimile, or e-mail of written notice to the Contractor by the Department.
- 5.10 In accordance with Section 34.040.6 RSMo, if the Contractor or its affiliate, if any, makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state, it shall collect and properly pay the tax as provided in Chapter 144, RSMo.