



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

**PROGRAM SERVICES CONTRACT**

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

<b>Tracking #</b> 49143	<b>Contract Title:</b> EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) CARES	
<b>Contract Start:</b> 8/1/2020	<b>Contract End:</b> 3/31/2022	<b>Questions/Please Contact:</b> PROCUREMENT UNIT @ (573)751-6471
<b>Contract #:</b> DH210049143		<b>Amend #:</b> 01

**PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED**

NAME OF ENTITY/INDIVIDUAL (Contractor) CITY OF COLUMBIA	
DOING BUSINESS AS (DBA) NAME ON BEHALF OF COLUMBIA/BOONE COUNTY HEALTH DEPARTMENT	
MAILING ADDRESS 1005 WEST WORLEY P O BOX 6015	
CITY, STATE, and ZIP CODE COLUMBIA MO 65205-6015	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****0810	DUNS NUMBER 071989024
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

**AMENDMENT #01 TO CONTRACT DH210049143**

**CONTRACT TITLE:**       Epidemiology and Laboratory Capacity (ELC) Cares

**CONTRACT PERIOD:**     August 1, 2020 through March 31, 2022

The Department of Health and Senior Services hereby increases the above referenced contract; therefore Section 1.1 is hereby deleted in its entirety and replaced with revised Section 1.1 as follows:

1.1     The contract amount shall not exceed \$126,150 for the period of August 1, 2020 through March 31, 2022.

In addition, the Department of Health and Senior Services desires to amend the above-referenced contract in accordance with the following:

1.       Delete Section 2.1 in its entirety and replace with revised paragraph 2.1 as follows:

2.1     To provide funding to assist with local efforts regarding COVID-19 response and coordination that includes: case investigation, contact tracing, vaccine administration including supplies and documentation, testing administration and results reporting as applicable, and public health education/information to assist in mitigation efforts.

2.       Delete Section 3.1 in its entirety and replace with revised paragraph 3.1 as follows:

3.1     The Contractor shall use funds to employ staff(s) to assist in COVID-19 response and coordination efforts that includes: case investigation, contact tracing, vaccine administration including supplies and documentation, testing administration and results reporting as applicable, and to provide health education and information that promotes the reduction of community spread in the contractor's jurisdiction.

3.       Delete Section 5.1.1 in its entirety and replace with revised paragraph 5.1.1 as follows:

5.1.1   The Contractor shall submit the Budget Page (Exhibit 1) with the invoice.

4.       Add Section 16 in its entirety.

**16.     SUBCONTRACTING**

16.1    Any subaward and/or 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), if applicable, and provided that the Department approves the 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 attorney

fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

16.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

16.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

16.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.

16.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or 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. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

16.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

5. Add Section 17 in its entirety as follows:

**17. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS**

17.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of

Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

- 17.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
  - 17.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
  - 17.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 3 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.
6. Delete Exhibit 1 in its entirety and replace with revised Exhibit 1, which is attached hereto and incorporated by reference as if fully set forth herein.
  7. Add Exhibit 3 in its entirety.

All other terms, conditions, and provisions of the contract shall remain the same and apply hereto.

**ELC CARES Budget**  
**Columbia/Boone County Public Health and Human Services**  
**Contract # DH210049143**  
**Budget Narrative/Justification**

**Personnel Services**

Funds will be used to support temporary staff hired to COVID-19 related disease investigation, contact tracing, data analysis, and health education activities.

<b>Position Name</b>	<b>Number of Positions</b>	<b>Hourly Rate</b>	<b>Number of Hours per Week</b>	<b>Number of Weeks</b>	<b>Cost</b>
Disease Investigators	3	\$25.83	40	18	\$55,792.80
Contact Tracers	1	\$17.00	40	17.6	\$11,968.00
Health Educators	1	\$19.21	40	18	\$13,831.20
Data Analyst	1	\$25.00	40	18	\$18,000.00
<b>Total Temporary Personnel</b>					\$99,592.00
Social Security (7.65%)					\$7,618.79
Health Insurance (\$3,030 per position)	6				\$18,972.69
<b>Total Request:</b>					\$126,183.48

Exhibit 1

**EXHIBIT 3**  
**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

**Statutory Requirement:** Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

**Exceptions:** The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

**Company** - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

**Boycott Israel and Boycott of the State of Israel** - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

**Certification:** The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

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| <p><b>BOX A:</b> To be completed by a Contractor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.”</p> <p><b>BOX B:</b> To be completed by a Contractor that meets the definition of “Company” but has <u>less than ten employees.</u></p> <p><b>BOX C:</b> To be completed by a Contractor that <u>meets the definition of “Company”</u> and <u>has ten or more employees.</u></p> |
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**EXHIBIT 3, continued**

**BOX A – NON-COMPANY ENTITY**

I certify that City of Columbia, MO (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Stephanie Browning  
Authorized Representative's Name (Please Print)

Stephanie Browning  
Authorized Representative's Signature

City of Columbia, MO  
Entity Name

\_\_\_\_\_  
Date

**BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



### CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

<b>Tracking #</b>	49143	<b>State:</b> 0%	\$0.00	<b>Federal:</b> 100%	\$126,150.00
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**Contract Title:** EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) CARES

**Contract Start:** 8/1/2020      **Contract End:** 3/31/2022      **Amend#:** 01      **Contract #:** DH210049143

**Vendor Name:** CITY OF COLUMBIA

**CFDA:** 93.323      **Research and Development:** N

**CFDA Name:** EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)

**Federal Agency:** DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

**Federal Award:** 6NU50CK000546-01

**Federal Award Name:** CK19-1904 EPIDEMIOLOGY AND LABORATORY CAPACITY FOR PREVENTION AND CONTROL OF EMERGING INFECTIOUS DISEASES

**Federal Award Year:** 2020      **DHSS #:** CK000546-01B      **Federal Obligation:** \$126,150.00

**\* The Department will provide this information when it becomes available.**

**Project Description:**

Epidemiology and Laboratory Capacity (ELC) Cares Contract: Contractor shall use funds to employ staff(s) to assist in case investigation and contact tracing response and coordination, and to provide public health education and information that promotes the reduction of community spread in the contractor's jurisdiction.