

Commission Order # \_\_\_\_\_



**AGREEMENT FOR PURCHASE OF SERVICES**  
**Strategic Opportunity Contract**  
***City of Columbia – Brighter Beginnings***

**THIS AGREEMENT** is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children’s Services Board, herein “**BCCSB**” and **City of Columbia** a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **CITY**, as of the date of the last signatory noted below (“Effective Date”).

**WHEREAS**, the BCCSB, under the provisions of 67.1775 and 210.861 of the Revised Statutes of Missouri, has the right to expend monies from the Children’s Services Fund (CSF) for the purposes of funding services to children and youth 19 years of age and younger, and their families residing in Boone County; and

**WHEREAS**, CITY, in conjunction with the Boone County Community Services Department has submitted an approved Children’s Trust Fund (CTF) Capacity Building grant to the BCCSB detailing the services and other supports to be provided along with the expected cost to CITY thereof; and

**WHEREAS**, the BCCSB has approved the CTF Capacity Building Contract in whole or in part as hereinafter set forth.

**IN CONSIDERATION** of the parties’ performance of the respective obligations contained herein, the parties agree as follows:

**FUNDING ALLOCATION FOR SERVICES RENDERED BY CITY**

CITY is expected to the greatest extent possible to maximize funding from all other sources. CITY shall periodically, upon request, furnish to the BCCSB information as to its efforts to obtain such other sources of funding. CITY shall only request reimbursement for services not reimbursable by any other source. CITY shall not invoice the Children’s Services Fund for units of service invoiced to another funding source. CITY shall provide documentation and assurance to the BCCSB that requests for reimbursement from the CSF is not a duplication of reimbursement from any other source of funding.

1. **BCCSB Funding Policy.** The BCCSB Funding Policy is to be taken as part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this BCCSB Agreement, a copy of the application to the CTF, the response from CTF and a copy of the Brighter Beginnings Scope of Work (Exhibit A). This document shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control.

3. **Purchase.** The BCCSB agrees to purchase from CITY and CITY agrees to furnish the deliverables outlined in the attached **Brighter Beginnings** Scope of Work (Exhibit A) for the Brighter Beginnings program funded through the CTF. The total allowable compensation under this agreement shall not exceed **\$72,280.00** unless compensation for specific identified additional services is authorized and approved by the BCCSB in writing in advance of rendition of such services for which additional compensation is requested.

4. **Contract Duration.** This agreement shall commence on the Effective Date and extend through June 30, 2021 subject to the provisions for termination specified, with the possibility for renewal for an additional one (1), one-year period. CITY agrees and understands that the BCCSB may require supplemental information to be submitted at the request of the BCCSB.

5. **Billing and Payment.** All billing shall be invoiced to BCCSB by the 10<sup>th</sup> of the month following the month for which services were provided. The BCCSB agrees to pay all monthly statements within thirty days of receipt of a correct and valid invoice/monthly statement. In the event of a billing dispute, the BCCSB reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the CITY, the BCCSB agrees to pay interest rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the BCCSB. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the BCCSB shall have no obligation to continue payment.

#### **REPORTING, MONITORING, AND MODIFICATION**

7. **Reporting.** The BCCSB shall utilize this BCCSB Agreement, a copy of the application to the CTF, the response from CTF, a copy of the Brighter Beginnings Scope of Work, and program expenditures. CITY agrees to submit written monthly communication to the Boone County Community Services Department that includes the deliverable and the status of each deliverable and to assist on completing all required CTF reports and documentation. Payments

may be withheld from CITY if reports designated here are not submitted on time, until such time as the reports are filed and approved.

8. **Audits.** CITY also agrees to upload a copy of its annual audit to their Organization Profile in the Apricot System within four months after the close of CITY's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the BCCSB requires that the management report of any audit as it relates to the BCCSB program activities be made available to the BCCSB as part of the required audit. Payment may be withheld from CITY, if reports designated here are not made available upon request.

9. **Monitoring.** CITY agrees to permit the BCCSB, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the BCCSB to monitor, survey and inspect CITY's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, CITY hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the BCCSB or its designee(s) all records, facilities, and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CSF funds and all other matters set forth in the contract.

10. **Modification or Amendment.** In the event CITY requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the BCCSB for approval. A Council resolution from CITY may be required with the request. For consideration of a request to modify or amend the contract, requests should be submitted to the Director of the Community Services Department for consideration.

#### **OTHER TERMS OF THIS CONTRACT**

11. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Children's Services Fund shall be investigated in accordance with CITY's policies and procedures and in accordance with any local/state/federal regulations. CITY agrees to notify the BCCSB through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the BCCSB of any substantiated allegations. CITY must comply with Missouri law regarding confidentiality of client records.

12. **Discrimination.** CITY will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, BCCSB or

municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

13. **CSF Funds to be used for Services Provided.** CITY agrees that the CSF funds shall be used exclusively for the provision of providers that serve Boone County children and youth 19 years of age or less and their families and for administrative costs directly related to CITY's provision of such services.

14. **Accreditation/Licensure/Certifications.** CITY must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.

15. **Conflict of Interest.** CITY agrees that no member of its City Council or its employees now has, or will in the future, have any conflict of interest between himself/herself and CITY, and this shall include any transaction in which CITY is a party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

16. **Subcontracts.** CITY may enter into subcontracts for components of the contracted service as CITY deems necessary within the terms of the contract. All such subcontracts require the written approval of the BCCSB or their designated representative. In performing all services under the resulting contract agreement, CITY shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

17. **Employment of Unauthorized Aliens Prohibited.** CITY agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. CITY shall require each subcontractor to affirmatively state in its Agreement with the CITY that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. City shall also require each subcontractor to provide CITY a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

18. **Litigation.** CITY agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against CITY or any individual acting on the CITY's behalf, including subcontractors, which seek to enjoin or prohibit CITY from entering into this contract agreement of performing its obligations under this agreement.

19. **BCCSB Ownership.** If CITY ceases to be funded by the BCCSB or ceases to provide programs and services for Boone County children, youth, and their families, pursuant to this

contract, all capital equipment, materials, and buildings purchased with CSF funds shall be returned to BCCSB unless so otherwise approved by a majority vote of the BCCSB. In addition, if CITY no longer uses capital equipment, materials, or buildings purchased with CSF funds for its original intent, CITY will need BCCSB approval to re-direct the use of such.

20. **Failure to Perform/Default.** In the event CITY, at any time, fails or refuses to perform according to the terms of this contract, as determined by the BCCSB, such failure or refusal shall constitute a default hereunder, and the BCCSB will be relieved of any further obligation to make payments to CITY as set out herein. This contract will be terminated at the option of the BCCSB.

21. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, this agreement may be terminated by the BCCSB upon 15 days' advance written notice for any of the following reasons or under any of the following circumstances:

- a. The BCCSB may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The BCCSB may terminate this agreement if key personnel providing services are changed such that in the opinion of the BCCSB delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of the BCCSB, or
- c. The BCCSB may terminate this agreement should CITY fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or
- d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

Upon receipt of notice of termination, CITY shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. The BCCSB shall reimburse CITY for outstanding expenses incurred up to the date of termination, including uncancellable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

22. **Insurance Requirements.** CITY shall not commence work under this contract until they have obtained all insurance required in this section or be self-insured and such insurance or self-insurance program has been approved by the BCCSB. All policies shall be in amounts, form, and companies satisfactory to the BCCSB which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

a. **Worker's Compensation and Employers' Liability Insurance:** CITY shall take out and maintain during the life of this contract, Worker's Compensation and Employers' Liability Insurance for all their employees employed at the site of work, and in case any work is sublet, CITY shall require the subcontractor similarly to provide Worker's Compensation

Insurance and Employers' Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by CITY.

Worker's Compensation and Employers' Liability Insurance coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

**b. Comprehensive General Liability Insurance:** CITY shall take out and maintain during the life of this contract, such Comprehensive General Liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. CITY shall furnish the BCCSB with Certificate(s) of Insurance which name the BCCSB of Boone County, Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the BCCSB has made final acceptance of the project.

CITY shall provide the BCCSB with proof of Comprehensive General Liability and Property Damage Insurance with the BCCSB as additional insured, which shall protect the BCCSB against any and all claims which might arise as a result of the operations of CITY in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone BCCSB from liability belonging to CITY.

**c. Professional Liability Insurance:** CITY is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone BCCSB as additional insured.

**d. Commercial Automobile Liability:** CITY shall maintain during the life of this contract, Commercial Automobile Liability Insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the CITY's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

23. **Indemnification.** To the extent permitted under Missouri law and without waiving sovereign immunity, CITY agrees to hold harmless, defend and indemnify the BCCSB, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of **CITY** (meaning anyone, including but not limited to consultants having a contract with CITY or subcontractor for part of the services), or anyone directly or indirectly employed by CITY, or of anyone for whose acts CITY may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the BCCSB of Boone from its negligence. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

24. **Publicity by CITY.** CITY shall notify the BCCSB of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. CITY will acknowledge the CTF as a funding source. CITY agrees to acknowledge the CTF as a funding source on written and electronic publications including brochures, annual reports, and newsletters.

25. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the BCCSB and CITY. The BCCSB does not recognize any of the CITY's employees, agents, or volunteers as those of the BCCSB.

26. **Binding Effect.** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

27. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

28. **Record Retention Clause.** CITY shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

29. **Notice.** Any written notice or communication to the BCCSB shall be mailed or delivered to:

Boone County Community Services Department  
605 E. Walnut, Ste. A  
Columbia, MO 65201

Any written notice or communication to CITY shall be mailed or delivered to:

**City of Columbia**  
Attn: Steve Hollis  
1005 W Worley St.  
Columbia, MO 65203

Commission Order # \_\_\_\_\_

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year last written below.

**City of Columbia**

**Boone County, Missouri**

By: Boone County Commission

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner  
Date: \_\_\_\_\_

By: John Glascock, City Manager  
Printed Name/Title

By: Boone County Children’s Services Board

Date: \_\_\_\_\_

\_\_\_\_\_  
Les Wagner, Board Chair

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Nancy Thompson, City Counselor/rw 

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
County Counselor

\_\_\_\_\_  
Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION: In accordance with RSMo. §50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable BCCSB obligation at this time.)

**(2160/71106/\$72,280.00)**

Signature

Date

Appropriation Account

An Affirmative Action/Equal Opportunity Employer



## EXHIBIT A

### Scope of Work: Brighter Beginnings

City of Columbia, on behalf of its Columbia/Boone County Public Health and Human Services Department

#### Grant Deliverables:

- People-Centered Outcomes
  - Develop Brighter Beginnings (BB) Coordinator position description
  - Hire Brighter Beginnings Coordinator
  - Coordinate with community partners to develop, implement, and evaluate the BB program
  - Facilitate, lead, and participate in community collaborations to achieve program goals
  - Develop and utilize sustainability plan for BB program
  - Assist in development of screening protocol
  - Assist in launching pilot referrals
  - Assist in development of communication protocol between home visiting, referral agencies, and Brighter Beginnings Hub
  - Coordinate prioritized trainings for home visiting agencies
  - Represent the BB program to the media, civic organizations, and governmental committees, as required.
- Data-Centered Outcomes
  - Develop or identify tool to assess risk levels of pregnant women
  - Participate in negotiating data sharing agreements between all Brighter Beginnings partner agencies
  - Utilize data provided through program evaluations to inform program development/improvement
- Technology-Centered Outcomes
  - Participate in development and implementation of the Promise 1000 technology platform
  - Maintain a technology infrastructure for a RedCap system
  - Utilize Promise 1000 technology platform to guide referrals with home visiting agencies, when developed.
  - Identify and report on technology needs for Brighter Beginnings
  - Serve as point of contact with Promise 1000 tech developer, when identified
  - Evaluate end user utilization of Promise 1000 tech platform

#### Reporting:

- Provide written interim and year end reports, and other grant related information, as requested by the Boone County Community Services Department.

Scope of work is contingent on receipt of funding from Children's Trust Fund Capacity Building grant #CTF-CB-2002. This document is subject to change as needed. Changes require written approval by Boone County Community Services Department Director and/or staff.

**Brighter Beginnings Program Coordinator***Sample Job Description*

Budgeted Annual Salary: \$45,000

<b>Job Description Summary</b>	Plan, implement, and evaluate the Brighter Beginnings program.
<b>Essential Job Functions</b>	<ul style="list-style-type: none"> <li>• Coordinate with community partners to develop, implement, and evaluate the Brighter Beginnings program.</li> <li>• Establish program goals, objectives, and performance measures.</li> <li>• Facilitate, lead, and participate in community collaborations to achieve program goals.</li> <li>• Seek and obtain program resources.</li> <li>• Perform grant writing, compliance, and reporting.</li> <li>• Manage contracts and contract funds to assure deliverables are met.</li> <li>• Design, utilize, and manage program databases for the program.</li> <li>• Identify evidence-based screeners and assessments to be utilized in the program.</li> <li>• Research the evidence base and report and utilize findings.</li> </ul>
<b>Ancillary Job Functions</b>	<ul style="list-style-type: none"> <li>• Represent the program to the media, civic organizations, and governmental committees as required.</li> <li>• Serve as liaison at various governmental, public interest, community, and other meetings and events.</li> <li>• Perform other related duties as assigned.</li> </ul>
<b>Education and Experience - An equivalent combination of education, training and experience will be considered</b>	<ul style="list-style-type: none"> <li>• Bachelor's degree in Social Work, Family &amp; Human Development, Social Sciences, Education, Nursing, Public Health, or related field required; Master's degree preferred</li> <li>• Minimum of 3-5 years relevant experience.</li> <li>• Must maintain a valid driver's license.</li> <li>• Must be registered with the Missouri Family Care Safety Registry.</li> </ul>
<b>Knowledge, Skills and Abilities which may be representative, but not all-inclusive of those commonly associated with this position</b>	<ul style="list-style-type: none"> <li>• Skill in program development and management, including budget development and management.</li> <li>• Considerable knowledge of health and human services.</li> <li>• Considerable knowledge of child and family development.</li> <li>• Considerable knowledge of data sharing, client confidentiality, and records management.</li> <li>• Ability to communicate complex ideas effectively, both orally and in writing.</li> <li>• Ability to interact effectively with a diverse group of stakeholders.</li> <li>• Ability to facilitate and lead collaborations.</li> <li>• Ability to design, utilize, and manage databases.</li> <li>• Ability to perform research and investigations.</li> <li>• Ability to perform data collection and analysis.</li> <li>• Ability to seek, obtain, and manage grant funds.</li> <li>• Ability to work independently with minimum supervision.</li> <li>• Ability to build strong relationships.</li> <li>• Ability to prepare detailed reports and work plans.</li> <li>• Skill in operating a personal computer and related software.</li> </ul>