EXPANDED HIV TESTING PROGRAM AGREEMENT

BETWEEN

THE CITY OF COLUMBIA, MISSOURI,

AND

Big Tree Medical Home, LLC

THIS AGREEMENT is entered into on the date of the last signatory noted below (the " Effective Date"), between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Big Tree Medical Home, LLC (hereinafter "Partner Site"). City and Partner Site are each individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, City, on behalf of the Columbia/Boone County Public Health and Human Services Department (CB PHHS), receives funding from the Missouri Department of Health and Senior Services (hereinafter "MODHSS") to provide comprehensive Human Immunodeficiency Virus (HIV) prevention and Ending HIV Epidemic (EHE) services, including expanded HIV testing activities, within the North Central Missouri Region; and

WHEREAS, the Parties are covered or hybrid covered entities for purposes of Health Insurance Portability and Accountability Act of 1996; and

WHEREAS, the Parties desire to collaborate on the execution of expanded HIV testing at the Partner Site's health care setting location.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. Term
    a. Initial Term. The initial term of the Agreement shall begin on the Effective Date and shall end on May 31, 2026.
    b. Renewal Terms. The Agreement may be renewed by the City for two successive terms of one year, unless the Agreement is terminated in accordance with the terms set forth herein.

2. Partner Site's Responsibilities
    a. Implement expanded HIV testing that is consistent with the CDC's *Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health-Care Settings* at designated, agreed-upon sites.
    b. Integrate expanded HIV testing with specific services or programs likely to reach the initiative's target populations such as, but not limited to: pregnancy testing, youth, anyone older than 13.

c. Opt-out approach - This program will make rapid HIV testing part of routine care and offered to everyone that comes through the door.
d. Assure that all appropriate quality control policies and procedures related to rapid HIV testing are implemented, followed and monitored.
e. Coordinate with the Columbia/ Boone County Health Program Coordinator (CB HPC) on the collection, monitoring and reporting of the following required client-level data:
    i. For each HIV-negative test performed under this initiative:
        1. Client Variables: unique ID, date of birth, gender, race, ethnicity (Hispanic/Latino or non-Hispanic/Latino)
        2. HIV Test Variables: test sample date, test technology used (rapid, conventional, other), test result
        3. Agency Variables: site type, site zip code
    ii. For each HIV-positive test performed under this initiative, all variables listed above, plus:
        1. Client Variables: assigned sex at birth, previous HIV test, self-reported HIV test result, behavioral risk
f. Submit required client-level data monthly to the CB HPC by the 5th of the following month, and assist CB PHHS with completion of any other reports or site visits required by the funder.
g. Report in a timely manner all positive HIV test results to the appropriate local health department and state lab (e.g., local health department) in accordance with HIV/AIDS surveillance guidelines, in addition to the CB HPC.
h. Immediately link all persons who are newly diagnosed with HIV to medical care through the North Central Linkage to Care Case Management Number.
i. Make staff available to participate in meetings and/or training related to this initiative coordinated through CB HPC, MODHSS, and/or the Midwest AIDS Training and Education Center- Missouri (MATEC-MO), as scheduled.
j. Cooperate with CB HPC to facilitate any scheduled site visit conducted by the HPC, MODHSS, and/or the CDC.
k. Staff Confidentiality Statement(s). Partner Site shall ensure that all individuals involved in conducting testing activities sign a confidentiality statement each year as provided in the Reportable Diseases Security and Confidentiality Manual. Once signed, the Partner Site shall provide a copy to the individual and place the original in the individuals personnel file. Upon request by the City or the Missouri Department of Health and Senior Services, Partner Site shall provide copies of the individuals' signed confidentiality statements.
l. Partner Site shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR Section 200.1, and Protected Health Information

(PHI). Partner Site agrees it will assume liability for all disclosures of Protected PII and PHI and breaches by the Partner Site and/or the Partner Site's contractors, subcontractors and employees. Partner Site shall comply with the provisions of Exhibit B, which is attached hereto and incorporated herein by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended. Partner Site shall keep patient protected health information confidential for as long as the data is maintained. This clause and the requirements in Section 5 of Exhibit B survive termination of the Agreement.

3. City's Duties and Responsibilities. City will:
   a. Provide Sure Check rapid HIV test kits and controls as available and provided by MODHSS for Partner Site to utilize in its inpatient location designated for expanded HIV testing.
   b. Collaborate on the development and implementation of procedures and protocols for Partner Site expanded HIV testing activities, including program monitoring and required data collection.
   c. Monitor monthly HIV testing volume based on collected data to ensure projected benchmarks are achieved; review data with Partner Site quarterly or more frequently when corrective action is needed.
   d. Coordinate the submission of all required data and reports to MODHSS for this initiative and facilitate site visits required by the funder.
   e. Serve as a liaison to MODHSS to address progress, accomplishments, and challenges, regarding the initiative.
   f. Share protocols with Partner Site on how to access the Linkage to Care system through CBPHHS to ensure linkage to medical care and case management for persons testing positive for HIV.
   g. Coordinate and provide necessary training of Partner Site staff in collaboration with MODHSS and MATEC-MO.

4. Termination.
   a. Either Party may terminate this Agreement without cause, upon thirty (30) days written notice to the other Party.
   b. City, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to Partner Site if:
      i. State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
      ii. A change in federal or state law relevant to this contract occurs; or
      iii. A material change of the parties to the contract occurs; or
      iv. By request of Partner Site.

5. No Assignment. This Agreement shall ensure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

6. No Third Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under the Agreement.

7. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

8. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

9. General Laws. Partner Site shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to Sections 34.600 and 285.530 RSMo.

10. Authority. The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this Agreement on behalf of the respective Parties.

11. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:
City of Columbia Department of Public Health and Human Services
1005 West Worley Street
P.O. Box 6015
Columbia, MO 65205-6015
Attn: Director

If to Partner Site:

Big Tree Medical

200 Corporate Lake Dr.

Columbia, MO 65203

ATTN: Director or Administrator

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

12. Grant Requirements. Partner Site acknowledges that state and/or federal grant funds are being used for this program. Partner Site shall familiarize itself and comply with all conditions and requirements for utilization of such grant funds. If Partner Site uses any subcontractors, Partner Site shall include in contracts with its subcontractors provisions that require subcontractors to comply with the Grant Requirements.

13. Document Retention and Audit. Partner Site shall retain all books, records, and other documents relevant to this Agreement for a period of three (3) years or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract. The Partner Site shall allow authorized representatives of the City, MODHSS, State, and Federal Government to inspect these records upon request. If the Partner Site is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three year period, the Partner Site shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later. If the Department or City is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department or City will notify the Partner Site in writing to extend Partner Site's retention period.

14. Insurance. Partner Site shall maintain or provide for a self-funded plan, on a primary basis and at its sole expense the following insurance coverages and limits, including endorsements described herein as designated: *Worker's Compensation*: $500,000 for each employee, $500,000 for each accident and $500,000 policy limit; *Commercial General Liability and Professional Liability*: Not less than $2,000,000 each occurrence, and $3,000,000 annual aggregate; Business Auto Liability: Not less than $2,000,000 Each Occurrence.

The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain.

15. Partner Site 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 Partner Site's performance or the performance of Partner Site's subcontractor(s), 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 Partner Site. However, Partner Site shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the MODHSS or the City, including their officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

16. No Waiver of Immunities. 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.

17. Nature of City's Obligations. All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

18. Publications, Copyrights, and Rights in Data and Reports.

    a. If Partner Site issues any press releases mentioning contract activities, Partner Site shall reference in the release both the grant funding contract number and the MODHSS. Partner Site shall obtain approval from the City and the MODHSS prior to the release of such press releases or publications.
    b. Partner Site shall comply with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following: (1)The percentage of the total costs of the program or project which will be financed with Federal money; and (2) The percentage of the total costs of

the program or project which will be financed by nongovernmental sources.

c. If Partner Site develops any copyrighted material as a result of this Agreement, the City and MODHSS shall have a royalty-free, non-exclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri, or the City of Columbia, MO.

19. Partner Site's Certification Regarding Suspension and Debarment

a. Partner Site certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

b. Partner Site shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

c. If Partner Site enters into a covered transaction with another person at the next lower tier, Partner Site must verify that the person with whom it intends to do business is not excluded or disqualified by: (1) Checking the System of Award Management (SAM);or (2) Collecting a certification from that person; or (3) Adding a clause or condition to the covered transaction with that person.

20. Partner Site's Certification Regarding Lobbying

a. Partner Site certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of Partner Site, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. Partner Site certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Partner Site shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

c. Partner Site certifies that no funds under this contract shall be used to pay the salary or expenses of the Partner Site, or an agent acting for the Partner Site who engages in any activity designed to influence the

enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

d. The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

e. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Partner Site shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

f. Partner Site shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

g. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

21. Partner Site's Certification Regarding Drug Free Workplace. Partner Site certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. Partner Site is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Partner Site's premises or off the Partner Site's premises while conducting official business. The Partner Site shall report any conviction to the City and the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

22. Partner Site's Certification Regarding Environmental Tobacco Smoke.
    a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The ProChildren Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1 ,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
    b. The Partner Site certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
    c. Partner Site agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

23. Partner Site's Certification Regarding Employee Whistleblower Protections.
    a. Partner Site shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
    b. Partner Site's employees are encouraged to report fraud, waste, and abuse. Partner Site shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
    c. Partner Site shall include this requirement in any agreement made with a subcontractor or subgrantee.

24. Clean Air Act and Water Pollution Control Act. Partner Site shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act

(42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

25. Partner Site and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

26. Partner Site's Certification Regarding Non-Discrimination. Partner Site shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
    a. Title VI of the Civil Rights Act of 1964 (PL. 88-352, 42 U.S.C. § 2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
    b. Equal Pay Act of 1963 (PL. 88 -38, as amended, 29 U.S.C. § 206(d));
    c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
    d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 et seq.) as implemented by all applicable regulations;
    e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
    f. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
    g. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

27. The Partner Site shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not Engage in severe forms of trafficking in persons during the period of time that the award is in effect; Procure a commercial sex act during the period of time that the award is in effect; or Use forced labor in the performance of the award or subawards under the award. The

Partner Site must include the requirements of this paragraph in any subaward made to a private entity.

28. Required Provisions Deemed Inserted. Each and every provision of law and clause required by law or the grant agreement to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

29. Electronic Signature. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

30. Contract Documents. This Agreement includes the following exhibits or attachments, which are incorporated herein by reference:

Exhibit	Description
A	Grant Agreement and any Amendments
B	Business Associate Agreement

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control. Any ambiguity shall be resolved in a manner which allows the parties to comply with laws and grant requirements.

31. Entire Agreement. This Agreement represents the entire and integrated Agreement between the Parties relative to the Testing Programs described herein. All previous or contemporaneous agreements, representations, promises and conditions relating to the Testing Programs described herein are superseded.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement the day and the year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____ RR

De'Carlon Seewood, City Manager

Date: _____

ATTEST:

_____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____

Nancy Thompson, City Counselor/bt

Big Tree Medical Home, LLC

By: _____

Name: Adam Wheeler, MD.

Title: MD - Owner

Date: 10/14/25

ATTEST:

_____

Name and Title: _____

Exhibit A

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.

Tracking #	Contract Title:	
56658	HIGH IMPACT HIV PREVENTION AND SURVEILLANCE PROGRAMS FOR HEALTH DEPARTMENTS	
Contract Start: 8/1/2024	Contract End: 5/31/2025	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: DH250056658		Amend #: 00

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) *********	UEI NUMBER: WZR4KM9CBTV3
CONTRACTOR'S AUTHORIZED SIGNATURE E-SIGNED by De'Carlon Seewood on 2025-02-18 12:49:47 GMT	DATE February 18, 2025
PRINTED NAME De'Carlon Seewood	TITLE City Manager
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE 2-19-2025

Approved as to Form:
E-SIGNED by Nancy Thompson on 2025-02-13 21:41:41 GMT
City Counselor

High Impact HIV Prevention and Surveillance Programs for Health Departments

1. GENERAL

1.1 The contract amount shall not exceed $238,261.00 for the period of August 1, 2024 through May 31, 2025.

1.2 To the extent that this contract involves the use, in whole or in part, of 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.

1.3 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.4 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1.4.1 Registration of business name (if applicable) with the Secretary of State at https://www.sos.mo.gov/business/startBusiness.asp.

1.4.2 Certificate of authority to transact business/certificate of good standing (if applicable)

1.4.3 Taxes (e.g., city/county/state/federal)

1.4.4 State and local certifications (e.g., professions/occupations/activities)

1.4.5 Licenses and permits (e.g., city/county license, sales permits)

1.4.6 Insurance (e.g., worker's compensation/unemployment compensation)

1.5 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of HIV, STIs and Hepatitis
Program Contact: Wendy Lovelace
Address: 930 Wildwood, Jefferson City, MO 65102
Phone: 573-526-2610
Email: wendy.lovelace@health.mo.gov

2. PURPOSE

2.1 The Contractor shall provide comprehensive Human Immunodeficiency Virus (HIV) prevention and Ending the HIV Epidemic (EHE) services (which may also include sexually transmitted infections [STIs] and Viral Hepatitis [VH]) within the Central

Region (hereinafter referred to as "region") for the Department of Health and Senior Services, Bureau of HIV, STI, and Hepatitis (hereinafter referred to as "Department).

2.2 The Central Missouri Region shall include the counties of Adair, Audrain, Bates, Benton, Boone, Callaway, Camden, Chariton, Clark, Cole, Cooper, Gasconade, Henry, Howard, Johnson, Knox, Lewis, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Osage, Pettis, Pike, Putnam, Ralls, Randolph, Saline, Schuyler, Scotland, Shelby, and Sullivan.

3. DELIVERABLES AND OUTCOMES

3.1 **Prevention Grant Activity 1A**: Implement HIV testing in non-healthcare community settings, including HIV self-testing.

3.1.1 The Contractor shall conduct HIV Testing through outreach, mobile testing units, and community testing units.

a. The Contractor shall work with the Department to develop an acceptable testing plan for the region based upon the Regional Testing Plan submitted by the Contractor and must be in compliance with Missouri Law and the HIV Testing Program Manual that may be found at https://health.mo.gov/living/healthcondiseases/communicable/hivprevention-ehe/.

b. The Contractor shall ensure confidential HIV testing activities are allocated to organizations that participate in the HIV Planning Group and must focus HIV testing to populations of focus as defined in the Regional Testing Plan.

c. The Contractor shall provide a licensed physician to authorize and oversee regional HIV testing activities.

d. The Contractor shall ensure the appropriate use of the Department-provided rapid HIV, Syphilis, and Hepatitis C test kits and controls, including submission of specimens for laboratory testing following the HIV Testing Program Manual.

e. The Contractor shall perform 75% of all rapid HIV tests through outreach, mobile testing units, and/or community testing efforts.

f. The Contractor shall provide HIV risk reduction strategies education during test results counseling.

g. The Contractor shall work with Disease Investigation Specialist (DIS) to attend testing events, when possible.

3.1.2 The Contractor shall promote HIV self-testing.

a. The Contractor shall promote Centers for Disease Control (CDC) HIV self-testing kit campaigns through local marketing efforts.

b. HIV self-testing kits may be utilized for outreach events that prohibit testing during the event.

c. The Contractor shall limit HIV self-testing kits to 10% of total HIV testing done.

3.1.3 The Contractor shall work to develop relationships with area correctional facilities to encourage the opportunity to conduct rapid testing.

3.2 **Prevention Grant Activity 1B**: Support integrated screening of HIV in conjunction with STIs, Tuberculosis (TB), Viral Hepatitis, and MPox for a syndemic and person-centered approach.

3.2.1 The Contractor shall provide voluntary testing for chlamydia, gonorrhea, syphilis, and hepatitis in conjunction with HIV testing, including referral and linkage to appropriate services where feasible.

3.2.2 The Contractor shall obtain prior approval from the Department's HIV Testing Coordinator for all planned testing events that include STI testing at least fourteen (14) calendar days before an outreach event.

3.2.3 The Contractor shall promote TB and MPox screening and vaccination at HIV testing events and provide service referrals.

3.3 **Prevention Grant Activity 1C**: Link to HIV medical care within thirty (30) days all individuals who test positive for HIV, provide HIV partner services, and refer to or provide prevention and essential services to support improved quality of life.

3.3.1 The Contractor shall ensure all individuals who test positive for HIV receive their results.

3.3.2 The Contractor shall develop and implement a plan to refer all individuals who test positive for HIV to the following within thirty (30) days of positive result: HIV care, treatment, HIV Case Management Services, and testing for TB, syphilis, and both Hepatitis B and C.

3.3.3 The Contractor shall notify the DIS of all individuals who test positive or are preliminarily positive for HIV within one (1) business day of the positive or preliminarily positive result. The Contractor's report to the DIS shall include the client's name, contact information, testing information, marital status, and known partners. Regional DIS contact information can be found here https://health.mo.gov/living/healthcondiseases/communicable/hivprevention-ehe/.

3.3.4 The Contractor shall complete a needs assessment with all individuals newly diagnosed with HIV and refer them to appropriate services.

3.4 **Prevention Grant Activity 1D:** Prevent HIV transmission by increasing PrEP use and awareness and increasing Post-Exposure Prophylaxis (PEP) services.

3.4.1 The Contractor shall provide PrEP information to all clients who receive a negative HIV test result.

3.4.2 The Contractors shall provide referrals to PrEP services in 90% of testing interactions.

3.4.3 The Contractor shall maintain a list of area providers to refer clients to for PrEP and PEP services.

3.4.4 The Contractor shall promote CDC PrEP and PEP campaign messaging through local marketing efforts.

3.5 **Prevention Grant Activity 1E:** Conduct condom distribution

3.5.1 The Contractor shall utilize technical assistance through the CDC's Capacity Building Assistance program for evidence-based, CDC-supported condom interventions.

3.5.2 The Contractor shall provide condoms during the provision of routine and non-routine HIV, Hepatitis C, Syphilis, and other STI testing and harm reduction services during outreach, mobile testing units, and community testing efforts.

3.6 **Prevention Grant Activity 1F:** Harm reduction education, counseling, and referrals to services shall be incorporated into HIV, viral hepatitis, syphilis, and other STI testing and education events.

3.6.1 The Contractor shall create and maintain a list of substance use disorder providers, programs, and interventions in the area.

3.7 **Prevention Grant Activity 1G:** Collaborate with the Department regarding HIV clusters and outbreaks.

3.7.1 The Contractor shall collaborate with the Department to provide necessary staffing and/or support when requested in response to an HIV cluster and/or outbreak.

3.7.2 The Contractor shall notify the Department of a potential cluster or outbreak in the area when an increase in cases is noticed by the Contractor.

3.8 **Prevention Grant Activity 1H:** Support and promote social marketing campaigns and other communication efforts to increase awareness of HIV, reduce stigma, and promote testing, prevention, and treatment.

3.8.1 The Contractor shall promote CDC social marketing campaigns and communication efforts.

3.8.2 The Contractor shall ensure that all local marketing materials and campaigns are approved through the HIV Planning Group Materials Review Board, excluding marketing materials provided by CDC or the Department.

3.8.3 The Contractor shall promote CDC "U=U" and "Work of ART" campaign messaging through local marketing efforts.

3.9 **Prevention Grant Activity 1I**: Community-Based Regional Planning for HIV/STI Prevention

3.9.1 The Contractor shall ensure active participation in the state HIV Planning Group and adherence to the program guidelines. Guidelines for the HIV Planning Group can be found at https://health.mo.gov/living/healthcondiseases/communicable/hivprevention-ehe/.

3.10 **Prevention Grant Activity 1J:** Conduct Data Collection, Reporting, and Evaluation

3.10.1 All communicable diseases shall be reported on the CD-1 reporting form within the required statute reporting period.

a. The CD-1 and reporting requirements may be found at https://health.mo.gov/living/healthcondiseases/communicable/communicabledisease/index.php.

3.10.2 The Contractor shall electronically submit HIV testing data to the Department using the current HIV Test Form located at https://health.mo.gov/living/healthcondiseases/communicable/hivprevention-ehe/ on the 15th day of the month following the completion of the HIV test. If the 15th day of the month falls on a weekend or holiday, the Contractor shall submit the data on the next business day.

3.10.3 The Contractor shall use evaluation instruments that are either provided by or approved by the Department. The Department will provide or approve the evaluation instruments prior to use or implementation by the Contractor upon request.

3.11 **Prevention Grant Activity 2B**: Contractor shall explore third-party billing options to help sustain the program and allow it to increase the number of tests provided.

3.11.1 The Contractor shall work to explore third-party billing options.

3.11.2 The Contractor shall work with the Department to develop processes for facilities with third-party billing options.

3.12 **Prevention Grant Activity 2D:** Prevent HIV transmission by increasing PrEP use and awareness and increasing PEP services.

3.12.1 The Contractor shall provide PrEP information to all clients who receive a negative HIV test result.

3.12.2 The Contractor shall provide referrals to PrEP services in 90% of testing interactions.

3.12.3 The Contractor shall work to build relationships with facilities in the area to offer PEP services in the region for clients with HIV exposure in the past 72 hours and maintain a list of facilities offering services.

3.13 **Ending HIV Epidemic (EHE) Grant Activity 3A:** Prevent HIV transmission by increasing PrEP use and awareness and increasing PEP services.

3.13.1 The Contractor shall provide PrEP information to all clients who receive a negative HIV test result.

3.13.2 The Contractor shall develop and implement a PrEP Navigation Program within six (6) months of contract award.

3.13.3 The Contractor shall maintain a list of area providers to refer clients to for PrEP and PEP services.

3.13.4 The Contractor shall maintain a list of available essential services to refer all clients to for assistance with housing, food, and other essential services available in the area.

3.13.5 The Contractor shall expand the testing program to include high prevalence settings.

3.13.6 The Contractor shall have a diverse and inclusive recruitment and retention plan for engaging and hiring new employees, such as testers and PrEP Navigators.

3.14 **Ending HIV Epidemic (EHE) Grant Strategy 3 EHE**

3.14.1 The Contractor shall work to develop relationships with Historically Black Colleges and Universities and Community-Based Organizations to conduct outreach testing and prevention activities.

3.15 **Ending HIV Epidemic (EHE) Grant Strategy 6 EHE**

3.15.1 The contractor shall work to develop partnerships with nontraditional and new partners to support HIV, syphilis, Hepatitis C and STI testing where possible in nontraditional testing locations such as mobile food banks, unhoused population support groups, libraries, and other nontraditional testing locations.

3.15.2 The contractor shall work with the Department to develop and implement testing and outreach testing events focusing on disproportionately impacted communities.

3.15.3 Contractor shall develop a testing plan that incorporates the social determinants of health and health equity when implementing testing activities.

3.16 **Expanded Testing Grant Activity 2A:** Implement HIV testing in health care settings, including routine opt-out HIV screening.

3.16.1 The Contractor shall develop relationships with health care settings to implement routine opt-out HIV screening in at least one (1) health care facility.

3.16.2 The Contractor shall develop a Department-approved testing training to be conducted with health care facilities that implement routine opt-out HIV screening.

3.17 **Expanded Testing Grant Activity 2B:** Contractor shall explore third-party billing options to help sustain the program and allow it to increase the number of tests provided.

3.17.1 The Contractor shall work with health care facility to explore third-party billing options.

3.17.2 The Contractor shall work with the Department to develop processes for health care facilities with third-party billing options.

3.18 **Expanded Testing Grant Activity 2C:** Link to HIV medical care within thirty (30) days all people who test positive for HIV, provide HIV partner services, and refer to or provide prevention and essential services to support improved quality of life.

3.18.1 The Contractor shall work with health care facility to develop and implement a plan to refer all people who test positive for HIV to medical care within thirty (30) days of positive result.

3.18.2 The Contractor shall ensure that the health care facility completes a needs assessment with all people newly diagnosed and refers them to appropriate services within the same day of diagnosis.

3.18.3 The Contractor shall ensure the health care facility notifies the Disease Investigation Specialists within one (1) business day of all newly diagnosed HIV clients once a positive test result is received.

3.19 **Expanded Testing Grant Activity 2D:** Prevent HIV transmission by increasing PrEP use and awareness and increasing PEP services.

3.19.1 The Contractor shall ensure health care facility provides PrEP information to all clients who receive a negative HIV test result.

3.19.2 The Contractor shall ensure the health care facility provides referrals to PrEP services in 90% of testing interactions.

3.19.3 The Contractor shall work with the health care facility to offer PEP for clients with HIV exposure in the past 72 hours.

3.20 **Expanded Testing Grant Activity 2E:** Conduct Data Collection and Reporting

3.20.1 The Contractor shall work with health care facility and the Department to ensure accurate reporting of tests conducted.

3.20.2 The Contractor shall work with health care facility to ensure all communicable diseases are reported on the CD-1 reporting form within the required statute reporting period.

a. The CD-1 and reporting requirements may be found at https://health.mo.gov/living/healthcondiseases/communicable/communicabledisease/index.php.

3.21 **Expanded Testing Grant Activity 2F:** Monitoring.

3.21.1 The Contractor will be responsible for monitoring health care facility at a minimum of annually to ensure the following:

a. Proper storage of test kits

b. Inventory management of test kits

c. Temperature and control logs are completed.

d. Testing activity of the health care facility is being performed in a manner for which intended.

4. REPORTS

4.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve (12) months, the Contractor shall submit this report annually and at the time the final invoice is due.

4.2 The Contractor at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require access to the Department's REDCap testing database. The Contractor shall perform verification and updates with the REDCap testing database Program Security Officer at Division of Community and Public Health, Bureau of HIV, STDs, and Hepatitis.

5. BUDGET AND ALLOWABLE COSTS

5.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment D, which is attached hereto and incorporated by reference as if fully set forth herein.

5.1.1 Funding totaling $104,927.00 as part of the HIV prevention activities that shall include risk reduction interventions, HIV testing interventions, social marketing, and program evaluation.

5.1.2 Funding totaling $66,667.00 as part of the EHE Prevention Planning to conduct jurisdictional Ending the Epidemic HIV Prevention planning; PrEP navigation; Peer Prevention Programing: Implement risk reduction activity, rapid HIV testing, and at-home HIV testing program.

5.1.3 Funding up to $66,667.00 as part of the Expanded Testing Program to provide implementation, training, test distribution, engagement into care, and referral to partner services in health care settings.

5.1.4 Within 30 days after the end of the contract period, the Contractor shall certify in writing to the Department that the Contractor completed the project or activity or that the Contractor expended the required level of effort. The certification must contain the signature of the Contractor's authorized representative and may be in the form of a letter or a statement on the final invoice.

5.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

5.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The

Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.

5.4 Indirect costs

5.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the Contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

5.4.2 The Contractor shall not bill the Department for indirect costs that exceed10% of the modified total direct costs as defined in 2 CFR § 200.1.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

5.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

5.5 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

5.6 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.

5.6.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

5.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: http://www.gsa.gov.

5.7 The Contractor shall follow competitive procurement practices.

6. INVOICING AND PAYMENT

6.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

6.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

6.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

6.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall submit an invoice with supporting documentation and use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice. The Contractor shall indicate an invoice number for each invoice submitted in the following format: HIVPmmyy for HIV Prevention invoices, EHEmmyy for EHE invoices, and ETmmyy for Expanded Testing invoices. For example, an invoice submitted for the month of August 2025 would have the following invoice number HIVP0825 for HIV Prevention invoices, EHE0825 for EHE invoices, and ET0825 for ET invoices.

6.3 The Contractor shall submit an itemized invoice monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

6.4 The Department will pay the Contractor monthly upon the receipt and approval of an itemized invoice and report(s) prepared according to the terms of this contract.

6.5 The Contractor shall submit invoices and reports to:

Missouri Department of Health and Senior Services
Bureau of HIV, STI, and Hepatitis
P.O. Box 570
Jefferson City, MO 65102-0570
HIV@health.mo.gov

6.6 The Contractor shall submit the final itemized invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

6.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

6.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

6.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

6.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

6.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

6.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://sam.gov/content/assistance-listings.

6.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

7. AMENDMENTS

7.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

8. RENEWALS

8.1 The parties may renew the agreement for four (4) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

9. MONITORING

9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the five (5) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. To the extend not prohibited by law and without waiving sovereign immunity, the Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

11.2 The Contractor shall comply with provisions of Attachment E, which is attached hereto and is incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

11.3 If the Department receives patient protected health information from the Contractor, the Department shall maintain the protected health information in compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITech), the implementing regulations and guidance. To the extend required by law, the Department and the Contractor shall keep patient protected health information confidential for as long as the data is maintained.

12. LIABILITY

12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or

arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

12.3 To the extent not prohibited by law, 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 the 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. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

13.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

13.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

14. AUTHORIZED PERSONNEL

14.1 The Contractor shall be responsible for assuring that all personnel 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.

14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (https://revisor.mo.gov/main/OneSection.aspx?section=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation,

and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

14.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

15.1 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.

15.2 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.

15.3 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.

15.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - 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.

16. TERMINATION

16.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

16.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

16.1.2 A change in federal or state law relevant to this contract occurs; or

16.1.3 A material change of the parties to the contract occurs; or

16.1.4 By request of the Contractor.

16.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.

16.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

16.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

16.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

17. SUBCONTRACTING

17.1 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.

17.2 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:

17.2.1 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.

17.2.2 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.

17.3 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.

17.4 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.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 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 following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at https://health.mo.gov/information/contractorresources/ for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth. http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Unique Entity Identifier (UEI) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

SUBRECIPIENT SPECIAL CONDITIONS

1.12 Equipment

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

Attachment C

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
	From:	To:	

5. UEI Number	6. EIN	7. Report Type
		☐Annual ☐Final

8. Transactions	
Contract Expenditures:	
8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00
Match Requirements (if required by the contract):	
8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address

11d. Signature of Authorized Certifying Official of the Contractor	11e. Date Report Submitted (MM/DD/YY)

MO 580-3091 (10-2022)

Attachment D

High Impact HIV Prevention/Surveillance Program Budget

Prevention

Personnel	$68,000.00
Fringe	$21,760.00
Supplies	$3,328.18
Travel	$1,500.00
Other	$800.00
Subtotal	$95,388.18
Indirect (10%)	$9,538.82
Total Prevention	$104,927.00

Ending HIV Epidemic (EHE)

Personnel	$37,800.00
Fringe	$12,097.00
Supplies	$6,959.00
Travel	$2,083.00
Other	$1,667.36
Subtotal	$60,606.36
Indirect (10%)	$6,060.64
Total EHE	$66,667.00

Expanded Testing

Personnel	$37,800.00
Fringe	$12,097.00
Supplies	$6,959.00
Travel	$2,083.00
Other	$1,667.36
Subtotal	$60,606.36
Indirect (10%)	$6,060.64
Total EHE	$66,667.00

Total Budget $238,261.00

1. Business Associate Provisions

1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the Contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The Contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

1.1.1 The Contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Contractor.

d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.

e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (i) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

- (ii) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

1.1.2 The Contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

1.1.3 The Contractor must appropriately safeguard Protected Health Information which the Contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the Contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

1.1.4 The state agency and the Contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

1.2.1 The Contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

1.2.2 The Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

1.2.3 The Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the Contractor becomes aware of the disclosure of the Protected Health Information.

1.2.4 If required to properly perform the contract and subject to the terms of the contract, the Contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the Contractor's business.

1.2.5 If the disclosure is required by law, the Contractor may disclose Protected Health Information to carry out the legal responsibilities of the Contractor.

1.2.6 If applicable, the Contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

1.2.7 The Contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.

1.2.8 The Contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

1.3 Obligations and Activities of the Contractor:

1.3.1 The Contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

1.3.2 The Contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

b. Policies and procedures implemented by the Contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

1.3.3 With respect to Electronic Protected Health Information, the Contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that Contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

1.3.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the Contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the Contractor agrees to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information.

1.3.5 By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the Contractor shall make the Contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the Contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

1.3.6 To the extend not prohibited by law, the Contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the Contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the Contractor shall provide an accounting of disclosures directly to the individual. The Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request. Nothing herein shall constitute a waiver of sovereign immunity.

1.3.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the Contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the Contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

1.3.8 At the direction of the state agency, the Contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

1.3.9 The Contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the

continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the Contractor becomes aware of such incident, the Contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

1.3.10 The Contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the Contractor becomes aware of any such use or disclosure, the Contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

1.3.11 The Contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the Contractor becomes aware of such incident, the Contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

1.3.12 The Contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the Contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

1.3.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the Contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

1.3.15 If the Contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the Contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

1.3.16 To the extent not prohibited by law, the Contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the Contractor or its employee(s), agent(s) or subcontractor(s). The Contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the Contractor's negligent or wrongful actions or inactions or violations of this Agreement. Nothing herein shall constitute a waiver of sovereign immunity.

1.4 Obligations of the State Agency:

1.4.1 The state agency shall notify the Contractor of limitation(s) that may affect the Contractor's use or disclosure of Protected Health Information, by providing the Contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.

1.4.2 The state agency shall notify the Contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

1.4.3 The state agency shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

1.4.4 The state agency shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

1.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the Contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the Contractor from the state agency, or created or received by the Contractor on behalf of the state agency, and shall not retain any copies of such Protected Health

Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the Contractor.

1.5.1 In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the Contractor shall extend the protections of the contract to the Protected Health Information for as long as the Contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the Contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

1.6 Breach of Contract – In the event the Contractor is in breach of contract with regard to the business associate provisions included herein, the Contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under High Impact HIV Prevention and Surveillance Program and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

_____	_____
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
_____	_____
Company Name (if applicable)	Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

_____	_____
Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
_____	_____
Business Entity Name	Date
_____	
E-Mail Address	

As a business entity, the Contractor must perform/provide each of the following. The Contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.uscis.gov/e-verify; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the Contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed, at minimum, by the Contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The Contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Rebecca Roesslet (Name of Business Entity Authorized Representative) as Director of Boone Co. PHHS (Position/Title) first being duly sworn on my oath, affirm City of Columbia - Boone Co. PHHS (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that City of Columbia - Boone Co. PHHS (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

RRoesslet
Authorized Representative's Signature

Rebecca Roesslet
Printed Name

Director
Title

1-16-25
Date

Rebecca.Roesslet@como.gov
E-Mail Address

171557
E-Verify Company ID Number

Subscribed and sworn to before me this 16 (DAY) of January 2025 (MONTH, YEAR). I am commissioned as a notary public within the County of Boone (NAME OF COUNTY), State of Missouri (NAME OF STATE), and my commission expires on November 24, 2028 (DATE)

Hannah Southerland
Signature of Notary

1. 16. 2025
Date

HANNAH SOUTHERLAND
Notary Public - Notary Seal
Boone County - State of Missouri
Commission Number 24561498
My Commission Expires Nov 24, 2028

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that City of Columbia (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed by the Contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: Missouri Department of Health & Senior Services

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: 7.15.2016

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Rebecca Roessler Authorized Business Entity Representative's Name (Please Print)	RRoessler Authorized Business Entity Representative's Signature
171557 E-Verify MOU Company ID Number	Rebecca.Roessler@como.gov E-Mail Address
City of Columbia, MO - Public Health & Human Services Business Entity Name	1-16-25 Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Carol Sturm Buyer	2/19/25 Date

Revised 7/7/2023

EXHIBIT 2
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.

BOX A:	To be completed by a Contractor that does not meet the definition of "company" above, hereinafter referred to as "Non-Company."
BOX B:	To be completed by a Contractor that meets the definition of "Company" but has less than ten employees.
BOX C:	To be completed by a Contractor that meets the definition of "Company" and has ten or more employees.

EXHIBIT 2, 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 Department of Health and Senior Services at that time.

Rebecca Roessler	R Roessler
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
City of Columbia, MO	1-16-25
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 Department of Health and Senior Services 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

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and the state.
c. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the Contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of contract.
b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the Contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the Contractor, the state may cancel the contract. At its sole discretion, the state may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Contractor must provide the state within 10 working days from notification a written plan detailing how the Contractor intends to cure the breach.
b. If the Contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the Contractor for any additional costs incurred thereby.
d. The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

To the extent not prohibited by law and not waiving sovereign immunity, the Contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a Contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the Contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the Contractor.

Exhibit A

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

Am 1181 ✓

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.

Tracking #	Contract Title:	
56658	HIGH IMPACT HIV PREVENTION AND SURVEILLANCE PROGRAMS FOR HEALTH DEPARTMENTS	
Contract Start: 8/1/2024	Contract End: 5/31/2026	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: DH250056658		Amend #: 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) *********	UEI NUMBER WZR4KM9CBTV3
CONTRACTOR'S AUTHORIZED SIGNATURE E-SIGNED by De'Carlon Seewood on 2025-05-20 12:31:20 GMT	DATE May 20, 2025
PRINTED NAME De'Carlon Seewood	TITLE City Manager
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE Chad R. [illegible]	DATE MAY 22 2025

RR

Approved as to Form:
E-SIGNED by Nancy Thompson
on 2025-05-02 15:01:34 GMT
City Counselor

AMENDMENT #01 TO CONTRACT DH250056658

CONTRACT TITLE: High Impact HIV Prevention and Surveillance Programs for Health Departments

CONTRACT PERIOD: June 1, 2025, through May 31, 2026

The Department of Health and Senior Services hereby exercises its option to renew 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 $285,912.00 for the period of June 1, 2025, through May 31, 2026.

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

1. Delete Sections 5.1.1, 5.1.2 and 5.1.3 in its entirety and replace with revised Section 5.1.1, 5.1.2 and 5.1.3 as follows:

   5.1.1 Funding totaling $125,912.00 as part of the HIV prevention activities that shall include risk reduction interventions, HIV testing interventions, social marketing, and program evaluation.

   5.1.2 Funding totaling $80,000.00 as part of the EHE Prevention Planning to conduct jurisdictional Ending the Epidemic HIV Prevention planning; PrEP navigation; Peer Prevention Programming; Implement risk reduction activity, rapid HIV testing, and at-home HIV testing program.

   5.1.3 Funding totaling $80,000.00 as part of the Expanded Testing Program to provide implementation, training, test distribution, engagement into care, and referral to partner services in health care settings.

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

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.

Tracking #	56658	**State:** 45%	$238,261.00	**Federal:** 55%	$285,912.00
Contract Title:	HIGH IMPACT HIV PREVENTION AND SURVEILLANCE PROGRAMS FOR HEALTH DEPARTMENTS				
Contract Start:	8/1/2024	**Contract End:**	5/31/2026	**Amend#:** 01	**Contract #:** DH250056658
Vendor Name:	CITY OF COLUMBIA				

CFDA: 0 **Research and Development:**

CFDA Name:

Federal Agency:

Federal Award: *

Federal Award Name: *

Federal Award Year: * **DHSS #:** ZZZ-PENDING FOA **Federal Obligation:** $285,912.00

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

Project Description:

To provide comprehensive Human Immunodeficiency Virus (HIV) prevention and testing services within the North Central Missouri Region.

EXHIBIT B

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" or "Covered Entity," and Big Tree Medical "Partner Site" or "Business Associate," is entered into on the date of the last signatory noted below ("Effective Date"). County and City are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties desire to enter into an agreement related to expanded HIV testing; and

WHEREAS, Partner Site represents that Partner Site is capable of performing those services in accordance with all legal requirements, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations and rules.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. **Definitions**
   a. Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

   b. Specific definitions:
      (i) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Partner Site.
      (ii) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the City of Columbia on behalf of the Columbia/Boone County Public Health and Human Services Department.
      (iii) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. **Obligations and Activities of Business Associate**

a. Business Associate's Responsibilities. Business Associate agrees to:

(i) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(ii) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(iii) Timely report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Said reports shall be in writing and occur no later than 48 hours after Business Associate becomes aware of the disclosure or security incident;

(iv) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(v) Timely make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(vi) Timely make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(vii) Timely maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(viii) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(ix) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

(x) Comply with all new rules, regulations and guidance related to the HIPAA Security Rule, and the HIPAA Privacy Rule and Reproductive Health Care.

b. Permitted Uses and Disclosures by Business Associate:

(i) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Expanded HIV Testing Program Agreement.

(ii) Business Associate may use or disclose protected health information as required by law.

(iii) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(iv) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below.

(v) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached in a manner and form consistent with this Business Associate Agreement.

3. Term

The Term of this Business Associate Agreement shall be effective as of the Effective Date and shall terminate thirty days after termination of the Expanded HIV Testing Program Agreement or on the date Covered Entity terminates for its convenience or cause as authorized in Section 4 of this Business Associate Agreement, whichever is sooner.

4. Termination

a. Termination for Convenience. With ten (10) days written notice, City may terminate this Business Associate Agreement for its convenience.

b. Termination for Cause. Covered Entity may terminate this Business Associate Agreement for cause if Covered Entity determines Business Associate has violated a material term of the Business Associate Agreement or the Expanded HIV Testing Program Agreement. Covered Entity shall provide written notice of termination to Business Associate. Said termination notice shall specify the effective date of termination.

5. Obligations of Business Associate Upon Termination

a. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to covered entity or, if agreed to by Covered Entity in writing, destroy the remaining protected health information that the Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

(iv) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Business Associate Agreement which applied prior to termination; and

(v) Return to covered entity or, if agreed to by Covered Entity in writing, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

b. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

6. Miscellaneous

a. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

b. Amendment. The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is

necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

c. Interpretation. Any ambiguity in this Business Associate Agreement shall be interpreted to permit compliance with the HIPAA Rules.

d. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Business Associate Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

e. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:
City of Columbia
Department of Public Health and Human Services
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Director

If to Business Associate:

Big Tree Medical

200 Corporate Lake Dr.

Columbia, MO 65203

ATTN: Director or Administrator

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

CS Cam

f. No Third-Party Beneficiary. No provision of the Business Associate Agreement is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under the Business Associate Agreement.

g. Governing Law and Venue. This Business Associate Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Business Associate Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

h. General Laws. Business Associate shall comply with all federal, state, and local laws, rules, regulations, and ordinances, including but not limited to Article III of Chapter 12 of the City of Columbia's Code of Ordinances.

i. No Waiver of Immunities. In no event shall the language of this Business Associate 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.

j. Electronic Signature; Counterparts. This Business Associate Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Business Associate Agreement or any notice delivered pursuant to this Business Associate Agreement, shall be deemed to have the same legal effect as original signatures on this Business Associate Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto executed this Business Associate Agreement the day and the year of the last signatory noted below.

_____:

By: Big Tree Medical

Name: Adam Wheeler

Title: MD - Owner

Date: 10/16/25

CITY OF COLUMBIA, MISSOURI:

By: _____ RR

De'Carlon Seewood, City Manager

Date: _____

ATTEST:

_____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____

Nancy Thompson, City Counselor/bt