

**MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
PO BOX 480 JEFFERSON CITY, MO 65102-0480**

CONTRACT AGREEMENT

The Department of Elementary and Secondary Education seeks to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

CONTRACT NUMBER: OOC24000074

CONTRACTOR: The City of Columbia on behalf of its Columbia/Boone County Health Department of Public Health and Human Services

ADDRESS: 1005 West Worley, Columbia, MO 65203-2037

PAYMENT ADDRESS: PO Box 6015, Columbia, MO 65205-6015

MissouriBUYS NUMBER: MB00125959

UNIQUE ENTITY IDENTIFIER (UEI): WZR4KM9CBTV3

By signing this contract you acknowledge a current registration with SAM.gov

CONTRACTOR CONTACT PERSON: (Technical) Steve Hollis

TELEPHONE: 573-874-7352

E-MAIL: Steve.Hollis@como.gov

CONTRACTOR CONTACT PERSON: (Financial) Steve Hollis

TELEPHONE: 573-874-7352

E-MAIL: Steve.Hollis@como.gov

DESE CONTACT PERSON: (Technical) Rachel Bishop

TELEPHONE: 573-751-6218

E-MAIL: Rachel.Bishop@dese.mo.gov

DESE CONTACT PERSON: (Financial) Sara Mallory, Childhood Finance Program Manager

TELEPHONE: (573) 522-5595

E-MAIL: Sara.Mallory@dese.mo.gov

CONTRACT TITLE: Healthy Families America - Columbia/Boone County

CONTRACT PERIOD: 10/01/2024-09/30/2025

MAXIMUM CONTRACT AMOUNT: \$ 147,503.64

DESE FUNDING INFORMATION: 3300-0105-9021-HVP5

FUNDING SOURCE: Federal Funds /Maternal & Child Health Services Block Grant to the States, CFDA # 93.994)

INDIRECT COST RATE: 0 %

DESCRIPTION OF SERVICES: This contract is to provide home visitation services for the Healthy Families America evidence-based model in Boone County. This contract will help to accomplish the following: reduce

child maltreatment, increase utilization of prenatal care and decrease pre-term, low weight babies, improve parent-child interaction and school readiness, decrease dependency on welfare, increase immunization rates, and increase access to primary care medical services. A budget will be submitted to DESE (Rachel Bishop) by the contractor within 30 days of contract execution.

PAYMENT SCHEDULE: The Department of Elementary and Secondary Education (DESE) agrees to pay the contractor an amount not to exceed the contract amount based upon the payment schedule detailed below. Payments are subject to appropriation and the funding being received by DESE. Requests for payment must be in writing.

Payments: After full execution of the contract and upon receipt of invoices from contractor requesting spent funds. Request for payments from contractor must be on a reimbursement basis.

Final Payment: After all known activities are identified and final invoice is received by DESE on or before 10-20-2025.

The contractor shall be responsible for submitting invoices for payment under this contract. Fees and other program income received by the contractor may be used only for activities authorized under this contract.

If this contract is terminated, only expenses incurred to date, under the terms of the contract, will be reimbursed. All known expenses for activities conducted under this contract will be incurred and billed within the stated contract period.

OVERPAYMENT: If the contractor is overpaid by DESE, upon written notification by DESE, the contractor shall:

- a. Provide DESE with a check, payable as instructed by DESE, in the amount of such overpayment at the address specified by DESE; or
- b. As requested by DESE, deduct the overpayment for future invoices.

ACCOUNTABILITY AND REPORTING: While this contract is in effect, contractor assures DESE that it will keep such records, provide such information and submit such reports as may be necessary for auditing, evaluation, or other business purpose. A mid-term financial and programmatic report may be required for this contract and shall be due when requested by DESE. A final report consisting of a programmatic report and financial report detailing the expenditures will be forwarded to the DESE Financial Contact within thirty (30) days of the end of the contract period.

CONTRACT APPENDICES: Along with the terms and conditions specified in this contract, the terms and conditions of the following appendices are incorporated by reference into this contract.

Appendix A – Scope of Work

Appendix B -- Budget

INCORPORATION BY REFERENCE AND ORDER OF PRECEDENCE: The whole and entire contract of the parties is set forth in this contract, along with the incorporated by reference material. The parties are not bound by any contracts, understandings, or conditions other than as expressly set forth herein. The terms of this contract are to be read and interpreted, if possible, so that there is no conflict between them. Any inconsistency or ambiguity in the contract shall be resolved by giving precedence in the following order: (1) this contract, (2) attachments prepared by DESE, and (3) attachments prepared by the contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

GOVERNING LAW AND VENUE: This contract shall be governed, construed, and enforced in accordance with the laws of the state of Missouri, without regard to its conflicts of laws rules. The exclusive venue for any legal proceeding relating to or arising out of this contract shall be the Circuit Court of Cole County, Missouri.

MODIFICATION AND ASSIGNMENT: This contract shall not be changed, modified, or assigned in any manner, except by written amendment of the parties. The contractor may not delegate or subcontract the performance and obligations imposed under this contract without written consent of DESE. The contractor agrees to provide the services described in this contract within the period stated in the contract. Any extension of time for performance of services must be submitted in writing and approved by DESE. The failure of any party to insist on strict compliance to any duty or condition of this contract shall not constitute a waiver.

RENEWALS: DESE shall have the right, at its sole option, to renew the contract for additional one-year periods, or any portion thereof. Renewals shall be mutually agreed to by both parties in writing via contract renewal agreement.

MONITORING: DESE has the right to monitor the contract throughout the effective period of the contract to ensure compliance with contractual requirements. Additionally, DESE reserves the right to request all records related to the contractor's performance under this contract for a period of five (5) years from the expiration date of the contract for purposes of auditing the contractor's compliance. The contractor shall cooperate with any DESE review of records or other documentation related to the contractor's performance under the contract. The contractor shall also cooperate with any audits or investigations conducted by DESE, its agents, or the state related to the contractor's performance under the contract.

DESE, at its sole discretion, may:

- a. Audit all invoices, in a manner determined by DESE;
- b. Reject any invoices for good cause;
- c. Make invoice corrections and/or changes with appropriate notification to the contractor;
- d. Deduct from an invoice any overpayment made by DESE; and
- e. Recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.

In the event DESE determines the contractor to be non-compliant, or at risk for noncompliance with contractual requirements, DESE shall have the right to impose special conditions or restrictions on the contractor to bring the contractor into compliance or to mitigate the risk of non-compliance. DESE shall provide written notification to the contractor of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions to be imposed by DESE. Special conditions or restrictions may include, but are not limited to:

- a. Requiring the contractor to obtain additional technical assistance;
- b. Requiring additional levels of prior approval from DESE for contract activities;
- c. Requiring additional or more detailed financial reports and/or other documentation;
- d. Requiring the submission and implementation of a corrective action plan.

In the event DESE requires the contractor to submit and implement a corrective action plan, DESE shall provide written notification to the contractor, identifying the specific performance or other contractual requirements that are not being met and the expected corrective resolution. The contractor shall submit a written corrective action plan to DESE within the timeframes specified in DESE's notification. The corrective action plan must include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such, the person(s) responsible for the necessary action, the improvement that is expected, a description of how progress will be measured, and a description of the actions to be taken to prevent the situation from recurring. DESE will notify

the contractor in writing if the corrective action plan is approved or if modifications are required. In the event DESE requires changes to the corrective action plan, the contractor shall submit a revised corrective action plan within five (5) calendar days of receipt of DESE's notification that changes are required. Failure of the contractor to improve performance within the timeframes required in the approved corrective action plan may result in termination of the contract and/or other remedies available to DESE.

The contractor shall repay to DESE payment received from this contract if:

- a. The contractor cannot document and support allowable expenditures under the requirements of the contract; or
- b. There is not adequate verification and full documentation for the purchase or expenditure by the contractor's records.

In the event DESE terminates the contract because the contractor has failed to improve performance within the timeframes required in the corrective action plan, DESE shall provide compensation for services and/or supplies delivered to and accepted by the state of Missouri pursuant to the contract prior to the effective date of termination.

INSPECTION: The contractor shall allow DESE or its authorized representative to inspect and examine the contractor's premises and/or records that relate to the performance of the contract upon good cause at any time during the period of the contract and thereafter within the period specified in this contract.

BREACH: DESE may terminate the contract for breach of contract by providing the contractor with written notice of termination:

- a. The termination shall become effective on the date specified in the notice.
- b. At its sole discretion, DESE may give the contractor an opportunity to cure the breach.
- c. DESE shall not pay for services rendered or goods provided after the termination of the contract.

No provision of this contract shall be construed, expressly or implied, as a waiver of any existing or future right and/or remedy available by law in the event of any claim by DESE regarding the contractor's default or breach of contract.

TERMINATION: DESE reserves the right to terminate the contract at any time, for the convenience of the state of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the state of Missouri pursuant to the contract prior to the effective date of termination.

FORCE MAJEURE: Neither the state nor the contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state's or contractor's reasonable control. Such causes may include, but are not restricted to: acts of God, acts of civil or military authority, war, riots, strikes, quarantine restrictions, freight embargoes, fires, floods, earthquakes, epidemics, or other natural disasters. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

RECORDS RETENTION: The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five (5) year limitation and have not been resolved. All records shall be retained until all audit

questions and/or legal actions have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by DESE. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.

CONFLICT OF INTEREST: If during the term of this contract, either DESE or the contractor, or the contractor's employees assigned to and responsible for the activities described within, discover a current or pre-existing conflict, the party that discovers the conflict shall immediately notify the other in writing that the conflict exists. If it is determined by DESE that the proposed services are a conflict of interest, DESE and contractor will discuss contractor's plan to manage the conflict. If a mutually agreeable management plan cannot be reached, DESE may terminate this contract without further obligation. By entering into this contract with DESE, the contractor states that there are, to the best of its knowledge, no conflicting interests, agreements, or obligations related to the scope of work being performed under this contract.

CONFIDENTIALITY: Unless authorized by this contract, the contractor, its employees, agents, or subcontractors, will make no outside disclosure of information considered confidential under state or federal law, whether the information is provided by DESE to the contractor or is developed on behalf of DESE through this contract, without written or verbal consent of DESE. This restriction does not apply to information that is in the public domain, information that is required to be disclosed by law, or that is to be used for publication.

CONTRACT WORK PRODUCT, COPYRIGHTED WORKS, AND RIGHTS TO INVENTION: Materials provided by DESE and developed under this contract are considered works for hire and the property of DESE. However, the contractor may use any such materials for internal, non-commercial purposes and for academic publications. Materials proposed for publication shall be presented to DESE for review. The contractor shall disclose, as requested by DESE, all materials or documents arising out of or relating to the services rendered under this contract. All requested documents or materials and all tangible products developed under this contract shall be presented to DESE with the final expenditure report prior to receipt of final payment.

The contractor shall also comply with 37 C.F.R. 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. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

STATUS AS A CONTRACTOR: In the performance of its work and services, the contractor will act solely as an independent contractor and nothing contained or implied in this contract will be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between DESE and the contractor. The manner and method of implementing and completing any work to be performed under this contract will be left to the contractor's control and in accordance with the terms of this contract. The total commitment and liability of DESE in regard to any arrangement or work performed is to pay the invoices specified by this contract. The contractor shall assume all responsibility for federal, state, or municipal income tax, social security, self-employment tax, unemployment compensation, fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, and other employer-related obligations imposed.

INDEMNITY: Nothing in this contract shall waive sovereign immunity as provided by § 537.600, RSMo.

(Please check which one applies)

POLITICAL SUBDIVISIONS: DESE and the contractor represent that, as of the date of this contract, they are public entities established under the laws of the state of Missouri and are not authorized to indemnify the liability of other persons or entities that may arise under the provisions of this contract. DESE and the contractor shall both be responsible and liable for the performance of their own respective duties and obligations under this contract.

FOR STATE ENTITY COVERED BY LEGAL EXPENSE FUND: DESE and the contractor represent that as of the date of this contract they are subject to the Missouri State Legal Expense Fund, established by Missouri statute and administered and interpreted by the Attorney General for the state of Missouri. DESE and the contractor have no liability insurance that can extend protection to any other persons.

FOR OTHER THAN STATE ENTITY: The contractor is responsible for any injury or damage to the extent it is attributable to, and the result of, the contractor's negligent act or omission. The contractor shall not be responsible for any injury or damage to the extent that is attributable to, and the result of, a negligent act or omission by the state of Missouri, its agencies, employees, or assignees.

NO WAIVER OF IMMUNITIES: In no event shall the language of this contract constitute or be construed as a waiver or limitation of 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.

DEBARMENT CERTIFICATION: The contractor or authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 2 C.F.R. Part 180) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

CASH MANAGEMENT IMPROVEMENT ACT: The contractor ensures that it is in compliance with the Cash Management Improvement Act of 1990 (CMIA), as provided in 31 U.S.C. § 6503. This act requires vendors to demonstrate that when receiving reimbursement of federal funds, they have already spent the funds.

STEVENS AMENDMENT: In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, as amended, ("Stevens Amendment"), the contractor assures that it will not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with federal funds unless it clearly states the following:

- a. The percentage of the total costs of the program or project which will be financed with federal funds;
- b. The dollar amount of federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

ANTI-DISCRIMINATION AGAINST ISRAEL ACT: If the contractor meets the definition of a company as defined in § 34.600, RSMo, and has ten (10) 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 § 34.600, RSMo.

If the contractor meets the definition of a company as defined in § 34.600, RSMo, and the company's employees increase to ten (10) or more during the life of the contract, then the contractor shall submit to DESE a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

If during the life of the contract, the contractor's business status changes to become a company as defined in § 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to DESE a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

CONTRACT EXPENSES AND SALARIES: There shall be no duplication of salaries or fees for services rendered under this contract. All expenses relating to this contract shall be incurred within the contract period.

UNEXPENDED FUNDS/SURPLUS PROPERTY: The contractor shall not be allowed to carry over any approved funds not expended during the contract period. If DESE determines that total payments from DESE exceed actual year-end expenditures by an amount in excess of the Final Payment amount, DESE will withhold the Final Payment. If total payments from DESE exceed actual expenditures, the contractor will make a refund to DESE.

BUSINESS COMPLIANCE: The contractor must be in compliance with the laws regarding conducting business in the state of Missouri. The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that it and any proposed subcontractors are presently in compliance with such laws. The contractor shall provide documentation of compliance upon request by DESE. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable);
- b. Certificate of authority to transact business/certificate of good standing (if applicable);
- c. Taxes (e.g., city/county/state/federal);
- d. State and local certifications (e.g., professions/occupations/activities);
- e. Licenses and permits (e.g., city/county license, sales permits); and
- f. Insurance (e.g., worker's compensation/unemployment compensation).

CONTRACTOR LANGUAGE: The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) (8 U.S.C. § 1324a) and the Immigration Nationality Act (INA) (8 U.S.C. § 1101, *et seq.*; 8 C.F.R. § 274A).

If the contractor is found to be in violation of this requirement or the applicable 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 terminate the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.

The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies. The contractor agrees to fully cooperate with any DESE equal employment or affirmative action investigations in DESE's efforts to preserve an employment environment free from illegal discrimination.

SUBCONTRACTORS: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the state of Missouri and to ensure that the state of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorneys' fees) of any kind related to a subcontract in those matters described in the contract between the state of Missouri and the contractor. The contractor shall expressly understand and agree that it shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The

contractor must obtain the approval of the state of Missouri prior to establishing any new subcontracting arrangement(s) and before changing any subcontractor(s). DESE's approval shall not be arbitrarily withheld.

OFFSHORE DISCLOSURE: By entering into this contract, the contractor assures it is in compliance with and will provide information in sufficient detail to assure compliance with the following if requested by DESE:

- a. The proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- b. The economic impact returned to the state of Missouri through tax revenue obligations.
- c. A description of the contractor's economic presence within the state of Missouri (e.g., type of facilities: sales office; sales outlets; divisions; manufacturing; warehouse; others), including Missouri employee statistics.
- d. If any products and/or services offered under this contract are being manufactured or performed at sites outside the continental United States, the contractor **MUST** disclose such fact and provide details with the contract.

SOFTWARE LICENSE CERTIFICATION: The contractor hereby certifies that funds received under this contract shall not be used to acquire, operate, or maintain computer software in violation of United States copyright laws or applicable licensing restrictions and that the contractor has in place appropriate systems and controls to prevent funds received under this contract from being used in a manner that violates this certification. The contractor is hereby given notice that, if DESE becomes aware that the contractor has failed to comply with this certification, the agency shall take such corrective measures it deems appropriate under this contract and consistent with the requirements of law.

INFORMATION ACCESSIBILITY ASSURANCE: The contractor hereby certifies that pursuant to § 161.935, RSMo, and 29 U.S.C. § 794d as amended (Section 508), any information systems, tools, or information content (such as but not limited to PDFs, Word documents, images, or videos) produced for DESE under this contract shall comply with Web Content Accessibility Guidelines (WCAG) 2.0 level A, AA compliance and Section 508 of the ADA as amended.

PERSONALLY IDENTIFIABLE INFORMATION (PII) SECURITY STANDARDS

For Purposes of this contract, all data and records related to this contract shall be kept secure as described below:

a. Storage: Cloud computing storage should be maintained at a minimum ISO/IEC ISO270010 level of risk avoidance, which includes: transport layer security; access controls; encryption (including when data is at rest); and sanitization capabilities. The contractor must implement the appropriate cloud computing storage functionality for access control, authentication, encryption, logging, and sanitization.

b. Breach Insurance: The contractor shall maintain a \$1 million data breach insurance policy for claims against data theft, damage, destruction, or corruption, including but not limited to unauthorized access, unauthorized use, identity theft, theft of PII, transmission of a computer virus or other type of malicious code, and participation in a denial of service attack on a third party. Such insurance must address all of the foregoing without limitation if caused by the contractor, its affiliates or agents, or an independent contractor working on behalf of the contractor in providing the contract project.

c. Data Breach Investigations: The contractor must notify DESE within twenty-four (24) hours of discovery of a suspected security breach of personally identifiable information related to this contract. Notification by the contractor must be provided to the designated state agency staff email at Databreachreporting@dese.mo.gov. The contractor must cooperate with DESE in the investigation of the security breach and promptly implement necessary remedial measures. Notwithstanding the foregoing, contractor is not required to notify the state agency of security incidents such as pings and other broadcast attacks on contractor's firewall, port scans, denials of service and any combination of the above, so long as such incidents are deflected/prevented immediately by the contractor's security measures and do not result in unauthorized access, use, modification, destruction, or disclosure of PII.

The contractor will cooperate fully with DESE and with any law enforcement authority responsible for the investigation and prosecution of any possible criminal violations associated with any breach of this contract. The contractor will also cooperate with DESE, upon request, in any civil litigation to recover PII, to obtain monetary or other compensation, or to obtain injunctive relief necessary to prevent or compensate for the unauthorized release of PII by the contractor.

- d. **Mitigation:** The contractor will, at its sole cost and expense, restore PII to as close to its original state as possible as soon as commercially practicable. The contractor will take all reasonable steps to mitigate any harmful effect on individuals or employers whose PII was lost or disclosed in violation of this contract, through the vendor's negligent or unlawful acts. Upon DESE's request, the contractor agrees to provide credit monitoring or privacy protection services, for at least one year, to any individuals whose private information was accessed or disclosed in violation of this contract. Such services will be provided solely at the expense of the contractor.
- e. If DESE receives patient protected health information from Contractor, DESE 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 extent required by law, DESE and the Contractor shall keep patient protected health information confidential for as long as the data is maintained.

SUNSHINE LAW COMPLIANCE: As a public governmental body, DESE is subject to the Missouri Open Meetings and Records ("Sunshine") Law. Pursuant to § 610.010(6), RSMo, records created by contractors pursuant to a contract with or on behalf of DESE are considered public records under the Sunshine Law. Should DESE receive a Sunshine Law request that relates to a record or records the contractor has created on behalf of DESE, it will notify the contractor. Notwithstanding the foregoing, the parties agree that federal and state confidentiality requirements apply to records covered by this section pursuant to § 610.021, RSMo.

INTELLECTUAL PROPERTY OWNERSHIP: The contractor shall clearly mark the materials to which it believes it has title, copyright, patent, trademark, and other proprietary rights. DESE is committed to transparency. Should DESE receive a Sunshine Law request, DESE will notify the contractor so that it can take appropriate steps it believes are necessary to protect any intellectual property rights.

NONDISCRIMINATION: It is the policy of the Missouri Department of Elementary and Secondary Education not to discriminate on the basis of race, color, religion, gender, gender identity, sexual orientation, national origin, age, veteran status, mental or physical disability, or any other basis prohibited by statute in its programs or employment practices as required by Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), the Genetic Information Non-Discrimination Act (GINA), or USDA Title VI.

Direct inquiries related to DESE employment practices to the Jefferson State Office Building, Human Resources Director, 205 Jefferson Street, Jefferson City, Missouri 65102-0480; telephone number 573-751-9619. Inquiries related to DESE programs and to the location of services, activities, and facilities that are accessible by persons with disabilities may be directed to the Jefferson State Office Building, Director of Civil Rights Compliance and MOA Coordinator (Title VI/Title VII/Title IX/504/ADA/ADAAA/Age Act/GINA/USDA Title VI), 7th Floor, 205 Jefferson Street, P.O. Box 480, Jefferson City, MO 65102-0480; telephone number 573-526-4757 or TTY 800-735-2966; fax number 573-522-4883; email civilrights@dese.mo.gov.

ELECTRONIC SIGNATURES: This contract 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 contract or any notice delivered pursuant to this contract, shall be deemed to have the same legal effect as original signatures on this contract.

OTHER SPECIFIC PROGRAMMATIC REQUIREMENT(S): None.

APPROVED AND ACCEPTED:

I / We hereby agree to provide the services and/or items, at the price(s) stated, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Elementary and Secondary Education a binding contract shall exist between the contractor and the Department of Elementary and Secondary Education.

In witness thereof, the parties below hereby execute this agreement.

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

Signature: _____ Date: _____ *SKB*

Name: De'Carlton Seewood Title: City Manager

Approved as to Form : _____ Date: _____

Name: Nancy Thompson Title: City Counselor

For the Department of Elementary and Secondary Education

Signature: _____ Date: _____

Name: Margaret M. Vandeven, Ph.D. Title: Commissioner of Education

**Healthy Families Missouri Home Visiting – Scope of Work
October 1, 2024 through September 30, 2025**

1. GENERAL

- 1.1. The contract amount shall not exceed \$147,503.64 for the period of October 1, 2024 through September 30, 2025.

2. PURPOSE

- 2.1. The Healthy Families America (HFA) evidence-based home visiting (EBHV) model, developed in 1992 by Prevent Child Abuse America, is based on 12 critical elements. These critical elements, derived from more than 30 years of research, ensure the program is effective in working with overburdened, at-risk families. The model is operationalized through a series of Best Practice Standards that provide a solid structure for quality, yet offers implementing programs the flexibility to design services specifically to meet the unique needs of families and communities. Model fidelity is assured through a comprehensive accreditation process.

- 2.2. HFA has a strong research base, which includes randomized control trials and well-designed quasi-experimental research. To date, research and evaluation indicates impressive outcomes. Reviews of more than 15 evaluation studies of HFA programs in 12 states produced the following outcomes:

- A. Reduced child maltreatment;
- B. Increased utilization of prenatal care and decreased pre-term, low weight babies;
- C. Improved parent-child interaction and school readiness;
- D. Decreased dependency on welfare, or TANF (Temporary Assistance to Needy Families) and other social services;
- E. Increased access to primary care medical services; and
- F. Increased immunization rates.

- 2.3. HFA program goals are to:

- A. Build and sustain community partnerships to systematically engage overburdened families in home visiting services;
- B. Cultivate and strengthen nurturing parent child relationships;
- C. Promote healthy childhood growth and development; and

- D. Enhance family functioning by reducing risk and building protective factors
- 2.4. The HFA model, as implemented through the Healthy Families Missouri Home Visiting (HFMoHV) Program, focuses on low-income (185% of federal poverty level or below), first time pregnant women (primiparous), women pregnant with subsequent pregnancies (multiparous), and/or primary caregivers (PCGs) and their index child(ren) until the child reaches age three (3). The first home visit must occur either prenatally or within the first three (3) months after birth.

3. DELIVERABLES AND OUTCOMES

- 3.1. The Contractor, City of Columbia, shall provide HFA model home visiting services in Boone County to families consisting of a pregnant woman or a primary caregiver and the index child(ren) in adherence with the Contractor’s policies and procedures for HFA Best Practice Standard 8.
- 3.2. The Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required unless otherwise stated herein.
- 3.3. Performance Requirements:
 - A. Identification of Clients – the Contractor shall recruit clients through community resources and collaborative team relationships.
 - 1. The Contractor’s clients must be low-income pregnant women or the primary caregiver of the index child(ren) (defined at 185% of the poverty level or Medicaid eligible) who are at risk of poor birth outcomes or child abuse and neglect due to socioeconomic status, education, previous experience as an abused child or adult, or other factors.
 - 2. The Contractor shall assure that the participation of each eligible individual/family in the program is voluntary.
 - B. The Contractor shall make best efforts to implement the Program with fidelity to the HFA model and shall adhere to all revisions made by the HFA National Office in regard to HFA Best Practice Standards.
- 3.4. Personnel and Staffing Requirements:
 - A. The Contractor shall develop job descriptions following HFA’s sample job descriptions included in the HFA Site Development Guide available to HFA affiliated sites. The specific standards for conduct during home visits with the clients must be integrated into the job descriptions and the performance appraisal system, as well as during the job interview process.

- B. The Contractor shall develop a performance appraisal system for managing and monitoring home visitor performance in compliance with HFA model requirements.
 - C. The Contractor shall ensure appropriate staffing ratios, scheduling flexibility, and supervision patterns based upon the recommendations of the HFA model during any given period. FA staffing recommendations are included in the HFA Site Development Guide available to HFA affiliated sites.
 - D. The Contractor shall ensure that all staff (including interns, volunteers, delegates, and partner sites as applicable) who have direct interaction with PCGs and children enrolled in the EBHV services supported by this contract are in good physical and emotional health with no physical or mental conditions that would interfere with the home visiting staff's responsibilities.
- 3.5. The Contractor's personnel (including interns, volunteers, delegates, and partner sites as applicable) who will have direct interaction with clients and children supported by this contract shall become registered with and/or undergo child abuse/neglect and criminal background screenings prior to providing services, and annually thereafter, using the Missouri Department of Health and Senior Service's Family Care Safety Registry (FCSR) at www.health.mo.gov/safety/fcsr/about.php.
- A. Any personnel residing in another state and working in Missouri or who has relocated to Missouri within the last five (5) years must provide documentation of a criminal background screening from previous states in which they have worked or lived to include a child abuse/neglect and criminal background screening check. If the personnel who lived in another state(s) within the last five (5) years now permanently reside in Missouri, the documentation from previous state(s) is only required to be provided at initial hire. If the personnel continues to live in another state and work in Missouri, the documentation from the other state must be provided annually by the employee. For the purposes of this contract, the results of any screening or check conducted under this requirement shall be treated at the equivalent of an FCSR screening.
 - B. Upon hire, the Contractor's personnel (including interns, volunteers, delegates, and partner sites as applicable) who will have direct interaction with clients and children enrolled in the home visiting program supported by this contract shall undergo a criminal background screening. For the purposes of this contract, the criminal background check shall be defined as:
 - 1. A Federal Bureau of Investigation fingerprint check;
 - 2. A search of the National Sex Offender Registry; and

3. A search of the following registries, repositories, or databases in Missouri, the state where the staff member resides, and each state where such staff member resided during the preceding five years:
 - a. The state criminal registry or repository, with the use of fingerprints being required in the state where the staff member resides and optional in other states;
 - b. The state sex offender registry or repository; and
 - c. The state-based child abuse and neglect registry and database.

- C. Upon completion of the FCSR and criminal background check, any employee or agent of the Contractor shall be ineligible to provide direct interaction with clients and children enrolled in the home visiting program supported by this contract if the individual:
 1. Refuses to consent to the criminal background screening;
 2. Knowingly makes a materially false statement in connection with the criminal background check;
 3. Is registered, or is required to be registered, on a state sex offender registry or repository or the National Sex Offender Registry;
 4. Is listed as a perpetrator of child abuse or neglect under sections 210.183 or any other finding of child abuse or neglect based on any other state's registry or database; or
 5. Has pled guilty or nolo contendere to or been found guilty of:
 - a. Any felony for an offense against the person as defined in chapter 565;
 - b. Any other offense against the person involving the endangerment of a child as prescribed by law;
 - c. Any misdemeanor or felony for a sexual offense as defined in chapter 566;
 - d. Any misdemeanor or felony for an offense against the family as defined in chapter 568;
 - e. Burglary in the first degree as defined in 569.160;

- f. Any misdemeanor or felony for pornography or related offense as defined in chapter 573;
 - g. Any felony for arson as defined in chapter 569;
 - h. Any felony for armed criminal action as defined in section 571.015, unlawful use of a weapon as defined in section 571.030, unlawful possession of a firearm as defined in section 571.070, or the unlawful possession of an explosive as defined in section 571.072;
 - i. Any felony for making a terrorist threat as defined in section 574.115, 574.120, or 574.125;
 - j. A felony drug-related offense committed during the preceding five years; or
 - k. Any similar offense in any federal, state, municipal, or other court of similar jurisdiction of which the director of the designated contracting agency has knowledge.
- D. The Contractor shall be responsible for the cost of the background check and screening of the results to ensure eligibility to provide services as described herein.
- E. The Contractor must register their agency with the Missouri Volunteer and Employee Criminal History Service (MOVECHS) by the following instructions posted at: <https://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/MoVEC HSPProgram.html>. Once registered through MOVECHS, the Contractor will access the Missouri Automated Criminal History System (MACHS) at: <https://www.machs.mo.gov/MACHSFP/home.html> and follow the instructions posted there to obtain both an MSHP and national FBI criminal record check by registering with the Fingerprint Portal. The criminal background check shall be repeated at minimum every five (5) years for all personnel who remain in direct interaction with clients and children.
- F. The Contractor shall assure the following:
- 1. The Contractor’s personnel (including interns, volunteers, delegates, and partner sites as applicable) shall not provide services to clients and children enrolled in the home visiting program supported by this contract until the FCSR and MACHS results for the personnel providing services have been received and reviewed by the Contractor.

- 3.6. The Contractor shall ensure that new home visitors have completed all mandatory HFA model trainings prior to any home visits as prescribed by HFA in the HFA Best Practice Standards available to HFA affiliates.
- A. The Contractor shall ensure HFA required trainings for new and/or existing staff are completed as required to maintain fidelity to the HFA model.
 - B. The Contractor’s home visitors and supervisors shall attend all training designated as required by the Department.
 - C. The Contractor shall maintain a record of all trainings that the home visitors receive annually and provide these to the Department as requested.
 - D. The Contractor is responsible for all costs incurred pertaining to HFA required trainings for new staff.
- 3.7. Contractors shall recruit and retain qualified public health professionals to assure a workforce that possesses the knowledge, skills and attitudes to meet unique MCH population needs. All Contractor employees, including subcontracted employees, supported with (MCH Services) contract funding shall complete designated MCH orientation and initial and ongoing MCH training requirements within required time frames as directed by the (Program Manager, Program Coordinator, etc.). Documentation of training completion shall be maintained on file and submitted as part of contract reporting.

4. DATA SYSTEM, RECORDKEEPING, AND REPORTING REQUIREMENTS

- 4.1. The Contractor shall fully participate in the plan for initial and ongoing data collection set forth by the Department. This shall include, but not be limited to, utilization of the designated web-based data management system and standardized assessment tools established by the Department and in concurrence with the HFA model.
- 4.2. The Contractor shall participate in web-based and/or in-person training on data collection and utilization of the Department’s designated data management system, as requested by the Department.
- 4.3. The Contractor shall collect, enter, and report on required Program Performance and Systems Outcome Measures as required by the Department.
- 4.4. The Contractor shall establish an individual record for each family member voluntarily enrolled in the Contractor’s EBHV model services within the Department’s web-based data management system upon signed consent of the PCG.
- A. The Contractor shall enter into the Department’s web-based data management system for every PCG and child(ren): enrollment form (separate PCG and child

forms); case closure form; lost to follow-up form; demographic information form; referral form (for each referral made); health insurance form (for baby/child and PCG); substance use form; well child visit form; ER/urgent care usage form; PHQ-9 depression screen form; interpersonal violence (IPV) screening form; prenatal visit form (for each prenatal visit); postnatal visit form; visit documentation form (used for PCGs who are not pre or postnatal); safe sleep form; and healthcare utilization education form. Forms are completed and entered according to the schedule provided by the Department during the period of the family's enrollment funded by this contract.

- 4.5. The Contractor shall collect individual level demographic and service utilization data on all participants being served through this funding. The Department will analyze the data to assess the progress and impact home visiting provides children and families through this funding. Individual level and service utilization data may include, but is not limited to, the following:
 - A. Family's participation rate in the home visiting program (e.g., number of sessions/number of possible sessions, duration of sessions, attrition rate);
 - B. Demographic data for the PCG and child(ren) receiving home visiting services including child(ren)'s gender, age of all family members (including date of birth for child), and racial and ethnic background of all participants in the family;
 - C. Participant child(ren)'s exposure to languages other than English; and
 - D. Family socioeconomic indicators (e.g., family income, employment status, education level).
- 4.6. The Contractor shall maintain strict confidentiality of all client information or records that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the client without a release of information (ROI) signed by the client.
- 4.7. The Contractor shall ensure that all staff involved in the home visiting program are provided an initial and subsequent annual review of confidentiality and protection of PII. This information shall be reviewed on the annual sub recipient monitoring visit,
- 4.8. The Contractor shall notify the Department of staffing changes that affect the Department's web-based data management system as follows:
 - A. The Contractor shall notify the Department within five (5) business days of hire of any individual requiring access to the Department's web-based data management system to perform the functions of their position relating to provision of services within this contract.

- B. The Contractor shall notify the Department within five (5) business days of the resignation, termination, or change in job duties of any employee who has access to the Department's web-based data management system who no longer requires access to the data management system to perform the functions of their position relating to providing services within this contract.
- 4.9. The Contractor shall maintain an agency level individual record for each family enrolled in the EBHV services supported by this contract. This record may be maintained electronically or as a paper file and must contain, at a minimum, originals or electronic copies of all signed consents for participation, release of information forms, completed screening tools, and any other information the Contractor and/or Department deem necessary if not directly uploaded into the Department's web-based data management system.
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- 4.10. The Contractor shall store and maintain all programmatic records and evidence pertaining to the contract that support the identity, eligibility, and number of families served, services provided, collaborative efforts, follow-up results, progress towards goals, and other contract-related issues specified by the state agency in a safe and secure location.
- A. The Contractor must maintain these records for five (5) years after the completion of service for a PCG who is 18 years or older at the time of discharge. For a PCG who is less than 18 years at the time of discharge, the record must be maintained until the PCG would have reached the age of 23.
 - B. The Contractor shall maintain strict confidentiality of all information or records regarding pregnant women, postpartum women, or others enrolled as PCGs, and the child(ren) of the PCG that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the client without a release of information (ROI) form signed by the PCG.
 - C. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the Contractor shall retain such records until completion of the action and resolution of all issues that arise from it.
 - D. Any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the Contractor. However, the Contractor shall have the right to contest any such exception by any legal procedure the Contractor deems appropriate, and the state agency will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
 - E. Failure to retain adequate documentation for any service invoiced may result in recovery of payments for services not adequately documented.

- 4.11. 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 Home Visiting Research Entry Data Capture (REDCap) System. The Contractor shall perform verification and updates with the Home Visiting REDCap Program Security Officer at Division of Community and Public Health, Bureau of Epidemiology and vital Statistics.

5. OTHER REQUIREMENTS

- 5.1. The Contractor shall administer a client satisfaction survey to all enrolled clients as provided by the Department, following the survey instructions provided by the Department, and submit completed survey forms within the timeframe requested by the Department.
- 5.2. The Contractor shall develop and administer an annual employee satisfaction survey for the purpose of assessing the level of job satisfaction of each employee and shall have a process in place for addressing and resolving (when possible) employee satisfaction issues which will encourage staff retention and ultimately client retention.
- 5.3. The Department reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the Department determines the Contractor to be at high-risk for non-compliance, the Department shall have the right to impose special conditions or restrictions. Written notification will be provided to the Contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but are not limited to, those conditions specified below:
 - A. Requiring additional, more detailed financial reports or other documentation;
 - B. Additional contract monitoring;
 - C. Requiring the Contractor to obtain technical or management assistance;
 - D. Establishing additional prior approvals from the state agency; and/or
 - E. Corrective Action Plan.
- 5.4. The Contractor shall participate in an annual sub recipient monitoring site visit.
- 5.5. The Contractor shall participate in monthly scheduled sub recipient consultation teleconferences with the Department for discussion regarding the efficacy of the program and shall participate in collaborative efforts with other state funded and non-state funded sites as needed. This shall include, but will not be limited to, occasional collaborative conference calls and webinars as required by the Department ad annual

monitoring site visit for a complete review of progress in meeting all contractual deliverables.

- 5.6. The Contractor shall participate fully in the Department’s three tiered continuous quality improvement (CQI) process as outlined in the Missouri Home Visiting CQI Handbook provided to the Contractor and found in the REDCap CQI Gateway, within the Record Status Dashboard:
https://epimoredcap.azurewebsites.net/redcap/redcap_v11.4.0/DataEntry/index.php?pid=101&id=1&page=cqi_handbook&event_id=572&instance=1. The Department will provide training as appropriate to support the Contractor’s full participation.
 - A. The contractor shall participate in designated CQI trainings and initiatives as required by the Department.
- 5.7. The Contractor shall comply with national and state evaluation participation as required by the grantor and/or the Department.
- 5.8. The Contractor shall participate in research studies as deemed necessary and approved by the Department. Should the Contractor choose to participate in any research not conducted by the Department, prior written approval of the Department shall be obtained.

Contract Title: Healthy Families Missouri Home Visiting (HFMoHV)
Vendor Name: The City of Columbia

Category	Budget
PERSONNEL	\$112,712.61
FRINGE	\$31,791.03
TRAVEL	
SUPPLIES	
OTHER (NON-PERSONNEL COSTS, OFFICE SUPPLIES, TELEPHONES, ETC., NO EQUIPMENT)	
EQUIPMENT	
HFA SERVICES REQUIRED TO INSURE MODEL FIDELITY/TRAINING FOR STAFF (HFA fee \$3,000)	\$3,000.00
INDIRECT COST (%)	
TOTAL HFMoHV BUDGET	\$147,503.64