



The Right Time Initiative Participation Contract

THIS CONTRACT (hereafter referred to as the "Contract"), effective as of the date of the last signatory below, is made by and between Missouri Family Health Council, Inc., (hereafter referred to as "MFHC") and the City of Columbia on behalf of the Columbia/Boone County Public Health and Human Services Department (hereafter referred to as "HEALTH CENTER"). MFHC and HEALTH CENTER are sometimes referred to in this Contract individually as a "Party" and collectively as the "Parties".

MFHC, in its role as the Program Office under The Right Time Initiative (TRT), has received funding to improve access to and availability of the full range of contraceptive services.

HEALTH CENTER is a 340B designated provider currently providing family planning services to all persons desiring such services at service sites within the Missouri Foundation for Health service area.

NOW THEREFORE, for goods and valuable consideration described herein, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

ARTICLE I

- 1.1 **Recitations:** All of the Recitations above are material to, and incorporated in, this Contract.
- 1.2 **Contract Period:** Each cohort will participate in the project for a duration of three years. HEALTH CENTERS participating in Cohort I will participate in TRT initiative for the period March 15, 2019 through March 31, 2022.
- 1.3 **Family Planning Users:** HEALTH CENTER estimates providing family planning services to 233 individual users seeking voluntary family planning services of which HEALTH CENTER estimates 136 are uninsured.
- 1.4 **Consideration:** For services rendered under the terms of this Contract, the following reimbursements are available:

| | |
|-------------------------------|--------------------------------------|
| Clinical Champion | \$10,000 per year |
| Educator/Outreach Coordinator | \$50,000 per year |
| Method Reimbursement * | up to \$27,520 (Year 1) |
| EHR/Reporting Upgrades | up to \$5,000 one-time reimbursement |

*See Attachment D – Charges and Reimbursement for additional terms and conditions related to reimbursement for method related expenditures. Method Reimbursement funding was calculated based on number of uninsured family planning users included in application and the MFHC

anticipated contraceptive method uptake. If funds allocated to HEALTH CENTER are exhausted prior to the end of the Contract period, HEALTH CENTER may request additional funding, subject to availability of funds.

- 1.5 Clinic Locations: Services under this Contract to be provided at the following clinic sites:

Columbia/Boone County Public Health and Human Services
1005 West Worley Street
Columbia, MO 65203

ARTICLE II

- 2.1 Governing Law: This Contract shall be governed and interpreted by the laws of the State of Missouri, and is subject to all Federal and State statutes, regulations and rules, and the provision of health care services including but not limited to health information security, breach and privacy compliance requirements of the Health Insurance Portability and Accountability Act of 1996 (P.L.104-191) (hereafter referred to as "HIPAA"); the Health Information Technology for Economic and Clinical Health Act (TITLE XIII and Title IV of division B, P.L 111-5, FEB. 17, 2009) (hereafter referred to as "HITECH") and Section 407.1500, Revised Statutes of Missouri (hereafter referred to as "Missouri Breach Notice").

ARTICLE III

- 3.1 Service Facilities: HEALTH CENTER shall provide family planning services at the service site(s) set forth in Section 1.5.
- 3.2 Scope of HEALTH CENTER Services:
- (a) HEALTH CENTER shall provide family planning services during the Contract Period specified in Section 1.2 to all persons in need of family planning services regardless of whether the number of such persons exceeds the estimated family planning users set forth in Section 1.3. HEALTH CENTER must complete all required training and receive MFHC approval to initiate (reimbursable) family planning service delivery under this Contract.
 - (b) HEALTH CENTER shall provide family planning services in accordance with Quality Family Planning (QFP) best practice recommendations, and when appropriate, provide referrals for needed services, including but not limited to, preconception and prenatal care.
 - (c) HEALTH CENTER shall provide family planning services at all said location(s) identified in Section 1.5 without regard to sex, age, marital status, sexual orientation, gender identity, parity, race, color, national origin, disability, or religion.

- (d) HEALTH CENTER shall designate personnel for the key positions identified in Attachment A. Scopes of work for the clinical champion and health educator positions are outlined in Attachments B and C.
 - (e) HEALTH CENTER shall use all reasonable efforts to obtain all available third-party reimbursement. All income earned during the period of this Contract shall be retained by HEALTH CENTER.
- 3.3 Patient's Rights: HEALTH CENTER shall provide family planning services to patients on a voluntary basis. All patients shall have the right to receive or to reject the services offered or provided under the terms of this Contract. Patients shall be informed of and offered all reasonable and available treatment or non-treatment options.
- 3.4 MFHC and HEALTH CENTER Obligations:
- (a) MFHC may provide to HEALTH CENTER and HEALTH CENTER may accept Training, Technical Assistance and Consultation, whereby MFHC shall assist HEALTH CENTER in its provision of family planning services under this Contract.
 - (b) MFHC shall direct HEALTH CENTER and HEALTH CENTER shall cooperate with MFHC and others in the development of a unified system for gathering, evaluating and reporting statistical data related to its provision of family planning services under this Contract.
 - (c) MFHC shall direct HEALTH CENTER and HEALTH CENTER shall cooperate with MFHC in the development of an action plan to assist HEALTH CENTER meet TRT initiative goals.
 - (d) MFHC, through monthly monitoring visits by MFHC staff or its designees, will provide action plan oversight and support to assist HEALTH CENTER meet TRT initiative goals.

ARTICLE IV

- 4.1 Contract Funding: The funds MFHC has agreed to provide to HEALTH CENTER in accordance with and subject to the terms and conditions of this, in the amount set forth in Section 1.4. MFHC does not control and cannot warrant the amount of funding it will receive from the Missouri Foundation for Health during this Contract Term. If MFHC does not receive sufficient funds during this Contract Term to provide the amount set forth in Section 1.4 to HEALTH CENTER, MFHC reserves the right to alter the amount set forth in Section 1.4 unilaterally and without consent of HEALTH CENTER and will provide timely notice of such amendment to HEALTH CENTER pursuant to Section 7.6. Any such alteration of the amount set forth in Section 1.4 shall not constitute a failure to provide promised consideration or a breach of this Contract by MFHC.

4.2 Payment Terms:

| Expenditure Category | Frequency | Payment Amount |
|-------------------------------|---|---------------------|
| Clinical Champion | Quarterly, April, July, October, January** | \$2,500 |
| Educator/Outreach Coordinator | Quarterly, April, July, October, January** | \$12,500 |
| EHR/Reporting Upgrades | Reimbursed upon receipt of detailed invoice | up to \$5,000 |
| Method Reimbursement | Within 30 days receipt of valid claim* | Method cost + \$50* |

* See Attachment D – Charges and Reimbursement for additional terms and conditions related to reimbursement for method related expenditures.

** Payment subject to attendance and participation in required meetings and trainings.

ARTICLE V

5.1 Reports/Meetings/Trainings: HEALTH CENTER shall prepare and submit the following reports, and attend and participate in the following meetings/trainings:

| <u>Report/Meeting/Training Requirement</u> | <u>Due Date</u> |
|---|---|
| Health Center Assessment and Action Plan | Within 45 days of date of this contract |
| UMKC Patient Centered Contraceptive Counseling Training Modules | To be scheduled within 30 days of the date of this contract with initial training ideally completed within 90 days of the date of this contract |
| Clinical Champion Meetings | Quarterly, to be scheduled |
| Educator/Outreach Coordinator Meeting | Quarterly, to be scheduled |
| Education/Outreach Activities Report | Quarterly, 10th of the month for the preceding quarter |
| Evaluation Activities including On-line Surveys | To be scheduled |
| Clinic Visit Record (CVR) Data | 10th of each month for the preceding month |
| Such other reports/meetings/trainings that MFHC, or its partners Power to Decide or Mathematica Policy Research, may reasonably require | As requested |

**ARTICLE VI
SECURITY, BREACH, PRIVACY, CONFIDENTIALITY**

6.1 Compliance with Law: HEALTH CENTER shall comply with all applicable Federal and State statutes, regulations and rules regarding the security, breach notification, privacy and

confidentiality of all information and records obtained and/or maintained by HEALTH CENTER concerning all persons to whom it provides services pursuant to this Contract. All such information and records shall be protected by the HEALTH CENTER from unauthorized use or disclosure by means of appropriate administrative, technical, and physical safeguards.

- 6.2 Individually Identifiable Health Information and Protected Health Information: HEALTH CENTER understands that in the course of providing services pursuant to this Contract it will obtain and maintain Individually Identifiable Health Information and Protected Health Information as defined by 45 CFR § 160.103. HEALTH CENTER warrants that it understands all requirements regarding security, breach notification and privacy of Individually Identifiable Health Information and Protected Health Information and that it will comply with all Federal and State laws regarding Individually Identifiable Health Information and Protected Health Information including but not limited to the HIPAA, HITECH, Missouri Breach Notice and any amendments and modifications thereto that become effective during this Contract Term.
- 6.3 De-identified Health Information: HEALTH CENTER understands and agrees MFHC does not maintain any Individually Identifiable Health Information and Protected Health Information as defined by 45 CFR § 160.103 concerning persons served by HEALTH CENTER at MFHC's office in either paper or electronic format and further agrees that for reporting purposes it will transmit to MFHC only health information that meets the standard and implementation specifications for de-identification established by 45 CFR §§164.514(a) and (b).
- 6.4 Business Associate Agreement with MFHC: HEALTH CENTER understands and agrees that MFHC staff and/or agents will review records maintained by HEALTH CENTER at HEALTH CENTER's location(s) that contain Individually Identifiable Health Information and Protected Health Information as defined by 45 CFR § 160.103 concerning persons served by HEALTH CENTER for purposes of the administration of the terms and conditions of this Agreement. HEALTH CENTER will provide a HIPAA-HITECH compliant Business Associate Agreement to be executed by MFHC staff and/or agents prior to their review of any records maintained by HEALTH CENTER at HEALTH CENTER's location(s) that contain Individually Identifiable Health Information and Protected Health Information.

ARTICLE VII

- 7.1 Assignment: This Contract may not be assigned by either Party without the prior written consent of the other Party.
- 7.2 Modifications of Contract: This Contract contains the entire agreement of the Parties and may be modified only in writing executed by both Parties.
- 7.3 Disputes: The Parties shall attempt amicably to resolve any disputes between them. Nothing in

this Contract shall be deemed to deny either Party its right to seek and obtain injunctive or other equitable relief from any court of competent jurisdiction with respect to the terms of this Contract or the rights between the Parties. The Parties consent to the jurisdiction of the Circuit Court of Cole County, Missouri and of the United States District Court for the Western District of Missouri for injunctive, specific performance or other relief.

7.4 Termination - Failure to Perform: If either Party fails to perform in full in a timely manner any term or condition of this Contract or to fulfill its duties contemplated herein, including if the organization loses tax-exempt status, and such Party fails to bring itself into full compliance within twenty days after receipt of written notice given pursuant to Section 7.6 of such non-compliance from the other Party, this Contract may be terminated within thirty days of the date of such notice at the election of the notifying Party. This contract may also be terminated by MFHC for circumstances beyond the control of MFHC including but not limited to the reduction or elimination of funding by Missouri Foundation for Health. Upon termination, HEALTH CENTER shall refund to MFHC any unearned monies for the provision of services pursuant to this Contract.

7.5 Notices: All notices concerning this Contract shall be in writing and shall be deemed to have been duly given, if hand-delivered, if delivered by commercial courier service, or if mailed by certified or registered mail, return receipt requested, all delivery or postage charges pre-paid, to the following:

If to MFHC: Executive Director
 Missouri Family Health Council, Inc.
 Post Office Box 104475
 Jefferson City, MO 65110-4475

If to HEALTH CENTER: Director
 Columbia/Boone County Public Health and
 Human Services
 1005 West Worley Street
 Columbia, MO 65203

Either Party may change its address for notices from that above by giving notice of such change to the other Party in the manner herein described.

7.6 Independent Contractor: The Parties agree and acknowledge that HEALTH CENTER is an independent contractor with regard to the delivery of all services referred to in this Contract; that MFHC shall not be liable for any acts, conduct or omissions of HEALTH CENTER, its employees, agents, staff or personnel with regard to HEALTH CENTER's obligations pursuant to this Contract.

7.7 Assurances of Compliance: HEALTH CENTER certifies and warrants that it:

- (a) Will comply with all Federal statutes, state statutes as well as any local laws and ordinances and all rules and regulations relating to non-discrimination. These include but are not limited to: (1) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §200(d), et seq.), which prohibits discrimination on the basis of race, color or national origin; (2) Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. §2000(e), et seq.), which prohibits discrimination in employment on the basis of race, color or religion, sex or national origin; (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; (4) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (5) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (6) the Americans with Disabilities Act, as amended (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability; (7) the Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. §1101, et seq.), relating to nondiscrimination on the basis of drug abuse; (8) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended (21 U.S.C. §801, et seq.), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (9) §§ 523 and 527 of the Public Health Service Act of 1912 as amended (42 U.S.C. 290 dd-3 and 290 ee-3), relating to confidentiality of alcohol and drug abuse patient records; (10) Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. § 3601 et seq.), relating to non-discrimination in the sale, rental or financing of housing; (11) the compliance requirements of E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"; (12) the requirements of 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.); (13) the Public Health Service Act (42 U.S.C. 256 et. seq.) prohibiting the reselling or otherwise transferring of any outpatient drug, other than to outpatients, and the audit provisions under such Act; (14) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (15) The Privacy Act of 1974, 5 U.S.C. § 552a as amended and (16) the requirements of any other nondiscrimination statute(s) which may apply to the performance of this Contract.
- (b) By signing and submitting this Contract, the undersigned (authorized official signing for

HEALTH CENTER) certifies that reasonable safeguards are in place to assure compliance with the provision of Section 340B of the Public Health Service Act that prohibit Drug Diversion and Double Discounts/Rebates.

- (c) Comply with the Missouri Human Rights Laws as set forth in Chapter 213 of the Revised Statutes of Missouri, as amended.
 - (d) Will comply with the Missouri Indoor Clean Air Act, Sections 191.765, et seq., RSMo. (2000), as amended, and any rules or regulations promulgated thereunder.
 - (e) Will comply with the provisions of Section 191.665, RSMo. (2000) prohibiting discrimination on the basis of HIV status.
- 7.8 **Severability:** If a Court of competent jurisdiction shall declare any provision of this Contract to be invalid, illegal or unenforceable, that provision shall be severed from this Contract and all the remaining provisions shall continue in full force and effect. The invalidity, illegality or unenforceability of any term of the Contract shall not affect the validity, legality or enforceability of the remaining terms, however, if permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to other provisions of this Contract.
- 7.9 **Survival of Covenants:** Any provision in this Contract which is specifically stated to survive the termination of this Contract and any provision which, by its terms, cannot be performed prior to the termination of this Contract or which, by its terms, continues beyond the term of this Contract, or which provide for any reports, payments or shall be deemed to survive the termination of this Contract.
- 7.10 **No Waiver:** Failure of MFHC at any time to require strict performance of any provision of this Contract shall not be considered to be a waiver of any breach, or of any succeeding breach, of such provision by HEALTH CENTER or a waiver of MFHC's right to take any action against HEALTH CENTER based on HEALTH CENTER's breach that is permitted under this Contract.
- 7.11 **Force Majeure:** If MFHC is delayed or prevented from fulfilling its obligations under this Contract by Force Majeure, MFHC shall not be liable under this Contract for the delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party, including but not limited to acts of God, civil or military disruption, terrorism, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 7.12 **Captions:** The captions or headings in this Contract are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of the date of the last signatory noted below.

HEALTH CENTER

Typed name of HEALTH CENTER: **THE CITY OF COLUMBIA ON BEHALF OF THE COLUMBIA/BOONE COUNTY PUBLIC HEALTH AND HUMAN SERVICES**

I certify that I am a duly authorized officer of the HEALTH CENTER and by my signature below, execute this Contract by and on behalf of the HEALTH CENTER:

Signature: _____ *SLCB*

Printed name of individual signing for HEALTH CENTER: John Glascock

Printed title of individual signing for HEALTH CENTER: Interim City Manager

Date Signed: _____

MISSOURI FAMILY HEALTH COUNCIL, INC.

By:

Signature: _____
Michelle Trupiano, Executive Director

Date Signed: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor *NT*

Key Personnel

Attachment A

Please provide contact name and phone number for each of the following personnel

Administrative Contact: Mary Martin, FNP-BC, Community Health Manager (573) 874-7354

Chief Financial Officer: Janet Frazier, Interim Finance Director (573) 874-7457

Clinical Champion: Valerie Bader, CNM (573) 874-7359

Educator/Outreach Coordinator: Vacant Pending Appropriation

Data Manager: Mary Martin, Community Health Manager (573) 874-7354

Scope of Work
Clinical Champion
Attachment B

The Clinical Champion must be either an APRN, certified nurse midwife, PA, or physician.

Responsibilities may include, but are not limited to:

- Provide onsite mentoring and support to health center staff to ensure compliance with the expectations of *The Right Time*, including training staff in clinical, educational, and counseling best practices.
- Meet regularly with Family Planning Clinical Consultant to review action plan, counseling practices, and ensure initiative objectives are being met.
- Offer staff guidance through complicated patient insertion/removal scenarios, train new staff, refer staff to educational opportunities, and provide MFHC with information about training/technical assistance needs.
- Participate in the Clinical Champion Learning Collaborative and other conference calls and meetings with MFHC to discuss barriers to implementation, acknowledge successes, and inform the initiative on learning and adaptation to reach its goal.
- Attend all meetings and trainings for *The Right Time* Clinical Champion.

Scope of Work
Educator/Outreach Coordinator
Attachment C

Responsibilities may include, but are not limited to:

- Provide medically accurate, evidence-informed, patient-centered contraceptive counseling that enables the patient to choose from the full range of contraceptive methods.
- Provide education presentations to the targeted audience about *The Right Time* initiative and contraceptive methods.
- Build community relationships for the purpose of generating referrals and promoting linkages for services.
- Outreach to targeted populations, presentations to collaborating agencies, and participation in community health and street fairs/events.
- Integrate and utilize *The Right Time* communications materials and messages.
- Develop collaborative relationships with the private health services delivery community to establish supportive referral arrangements.
- Be knowledgeable of community social support agencies and the services available to patients and their families.
- Assist in promoting and signing eligible women up for the Women's Health Services Program.
- Attend quarterly meetings of the project's Educator & Outreach Coordinators.
- Stay abreast of information disseminated by the Program Office.
- Document education and outreach activities and submit report to Program Office on a quarterly basis.

Method Charges and Reimbursement

Attachment D

Overview

- Method reimbursement is based upon 340B pricing with reimbursement review/adjusted quarterly (January, April, July, and October). Oral contraceptive reimbursement will be a blended rate of the most popular brands as determined by health center formularies. 340B reimbursement rates can be found on TRT portal <https://www.mfhc.org/trt-login/>
- Method reimbursement is limited to those methods stocked and carried onsite. Method reimbursement to be paid as cost is incurred.
- Patient must receive their method of choice onsite at the health center.
- Only methods contained on the health center's formulary submitted with the application are eligible for reimbursement. Health centers must update their formularies on file with MFHC to avoid reimbursement processing delays.
- Health Center must agree to receive as payment in full (all sources), reimbursement of method plus a one-time fee of \$50 annually. Patient cannot be charged for contraceptive visit or method.
- For patients changing methods during the project year, Health Center may request a second Method Reimbursement (cost of method plus one-time \$50 fee); however, bridge methods/visits, including Emergency Contraception, are not reimbursable.
- Requests for reimbursement must be received within 60 calendar days from the date of service to be eligible for reimbursement (timely filing). See process for submitting claims below.

Advanced Funding for Stocking

- Participating health centers may be eligible to receive advance funding for method stocking with method reimbursement deducted from the advanced funds. The need for advanced funding to ensure all methods are in stock will be evaluated during the health center assessment and onboarding process.

Insured Patients

- For patients whose insurance does not cover contraceptive counseling and/or the method, a request for reimbursement, along with a copy of the remittance advice (explanation of benefits) denying coverage can be submitted for reimbursement. Reimbursement will be based on denied services (method, visit, or both).
- All available insurance must be billed first before seeking reimbursement from the initiative.

Title X Health Centers

- All Title X sites must adhere to Title X requirements with regards to reporting and income assessment. Title X sites should consider and report Method Reimbursement income as “Other” income to be included in Title X budgets and quarterly revenue and expenditure reports.

Reimbursement Process

- For uninsured patients participating in “The Right Time” initiative, MFHC recommends setting the payor id in the electronic health record system to:
 - The Right Time Initiative
 - c/o Missouri Family Health Council
 - PO Box 104475
 - Jefferson City, MO 65110
- Ensure the payor is set for the claim to be dropped to paper to prevent sending through the electronic claim clearinghouse, as applicable.
- Health centers are to submit, by secure messaging, copies of HCFA 1500 (paper claim) for all encounters to be reimbursed on a monthly basis to bacton@mfhc.org. Each claim for reimbursement must contain:
 - Box 1a - Patient ID (same identifier that used for CVR entry) = Insured Patient number
 - Date of Service
 - NDC number, when applicable
 - CPT codes corresponding to services rendered
 - Number of units dispensed/given
- Any HCFA 1500 received that cannot be reconciled to MFHC’s CVR database will be rejected for payment and will need to be corrected and refiled for payment.