

**Contract with Subaward Independent Contractor
for
Provision of Title X Family Planning Services**

THIS CONTRACT (hereafter referred to as the "Contract"), effective as of the 1st day of April, is made by and between **North East Community Action Corporation**, (hereafter referred to as "SUBRECIPIENT") and **City of Columbia, Missouri on behalf of its Department of Public Health and Human Services**, (hereafter referred to as "SUBCONTRACTOR"). SUBRECIPIENT and SUBCONTRACTOR are sometimes referred to in this Contract individually as a "Party" and collectively as the "Parties".

SUBRECIPIENT, consistent with the nonprofit purposes for which it was organized, has received pass through Title X funding through the Missouri Family Health Council, Inc. originating from the United States Department of Health and Human Services (Office of Public Health and Science, Office of Population Affairs, Office of Family Planning) (hereafter referred to as "DHHS") under the authority of Title X of the Public Health Service Act, Section 1001 (hereafter referred to as "Title X funds") to be used to establish and operate voluntary family planning services projects, which shall provide family planning services to all persons desiring such services, with priority for services to persons from low-income families. Pursuant to the terms of SUBRECIPIENT's agreement with the Missouri Family Health Council, Inc., SUBRECIPIENT may provide subawards for the provision of family planning services subject to the terms of its agreement with Missouri Family Health Council, Inc.

SUBCONTRACTOR operates voluntary family planning services projects that provide family planning services to all persons desiring such services, with priority for services to persons from low-income families and has applied to SUBRECIPIENT for a grant to be funded from the aforesaid Title X funds.

NOW THEREFORE, for good 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 Consideration: SUBRECIPIENT agrees to provide funding from Title X funds it receives during the term of this Contract to SUBCONTRACTOR pursuant to the terms and conditions of this Contract and for the purposes and uses set forth in this Contract in consideration for SUBCONTRACTOR's compliance with all terms and conditions of this Contract and SUBCONTRACTOR, in consideration for provision of the said funds by SUBRECIPIENT, agrees to use said funds exclusively for the purpose of providing voluntary family planning services in compliance with DHHS regulations governing the use of Title X funds, all other

applicable Federal and State laws and the terms and conditions set forth herein.

1.3 Warranty by SUBCONTRACTOR: SUBCONTRACTOR warrants that it is thoroughly familiar with all Federal and State laws with which it must comply in performing the services described in this Contract and that it understands that reference to any such laws in this Contract does not constitute the provision of legal advice or counsel to SUBCONTRACTOR by SUBRECIPIENT.

1.4 Program Guidelines for Project Grants for Family Planning Services: SUBCONTRACTOR agrees to comply with all provisions of the DHHS Program Requirements for Title X Funded Family Planning Projects and Providing Quality Family Planning Services "QFP" and collectively as "Program Guidelines" developed to assist grantees in understanding and utilizing the family planning services grants program authorized by Title X of the Public Health Service Act, 42 U.S.C. 300, et seq., available on the internet at:

<http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/program-guidelines/>

and incorporated in its entirety by reference in this Contract.

1.5 Contract Term: **April 1, 2018 – August 31, 2018**

1.6 Budget Term (five months): **April 1, 2018 – August 31, 2018**

1.7 Estimated Total Unduplicated Users for 5-month Contract Term 150

1.8 Base Funding: \$13,013

CFDA#93.217: Title X Family Planning

Grant #: FPHPA076285

Note: the amount of funds provided by SUBRECIPIENT is subject to revision based upon the availability of funds as set forth in Article IV, Section 4.1 of this Contract.

1.9 SUBCONTRACTOR Clinic Locations:

1005 W. Worley
Columbia, MO 65203

ARTICLE II **APPLICABLE LAW**

2.1 Governing Law: This Contract shall be governed and interpreted by the law of the State of Missouri and is subject to all Federal and State statutes, regulations and rules governing the use of Title X funds 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

SCOPE OF SERVICES

- 3.1 **Service Facilities:** SUBCONTRACTOR shall operate family planning clinics in the location(s) set forth in Section 1.9, or in such other locations as may be mutually agreed upon by the Parties in writing.
- 3.2 **Scope of Subrecipient SUBCONTRACTOR Services:**
- (a) SUBCONTRACTOR shall provide family planning services during the Contract Term specified in Section 1.6 to all persons in need of its services regardless of whether the number of such persons exceeds the Estimated Total Unduplicated Users set forth in Section 1.7.
 - (b) SUBCONTRACTOR shall provide family planning services at all said location(s) in accordance with the requirements of Title X of the Public Health Service Act, 42 U.S.C. 300, et seq. and all regulations related thereto in Title 42, Code of Federal Regulations, in effect during the Term of this Contract to all persons requesting such services, without regard to sex, age, marital status, sexual preference, parity, race, disability, or religion.
 - (c) SUBCONTRACTOR shall provide all required family planning services as set forth in 42 CFR Part 59 and by the United States Department of Health and Human Services ("DHHS") in the "Program Requirements for Title X Funded Family Planning Projects", Version 1.0 April 2014 and Center for Disease Control and Prevention report "Providing Quality Family Planning Services" Vol. 63/No. 4 April 25, 2014 or as thereafter amended.
 - (d) SUBCONTRACTOR shall provide services in accordance with SUBRECIPIENT's Clinical Program Manual, Subrecipient Policies & Procedures Manual, and SUBCONTRACTOR's family planning work plan, as approved by SUBRECIPIENT.
 - (e) SUBCONTRACTOR agrees that it is a provider as defined by Title X of the Public Health Service Act and understands and agrees, notwithstanding any other provision of law, no provider under Title X of the Public Health Service Act shall be exempt from any State law requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.

- (f) SUBCONTRACTOR certifies that it will encourage family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities.
- (g) SUBCONTRACTOR stipulates that sterilization activities are subject to all provisions of 42 CFR Part 50, Subpart B, "Sterilization of persons in federal assisted Family Planning Project."
- (h) SUBCONTRACTOR shall provide family planning services in accordance with the Title X program priorities as established by the Office of Population Affairs, and report on these activities in the annual progress report. The Office of Population Affairs has established the following Title X Program Priorities for 2017:
 - a) Assuring the delivery of quality family planning and related preventive health services, with priority for services to individuals from low-income families. This includes ensuring that grantees have the capacity to support implementation (e.g., through staff training and related systems changes) of the Title X program guidelines throughout their Title X services projects, and that project staff have received training on Title X program requirements;
 - b) Assessing clients' reproductive life plan as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
 - c) Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the Title X program requirements and the 2014 QFP. These services include, but are not limited to, contraceptive services, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
 - d) Ensuring that all clients receive contraceptive and other services in a voluntary, client-centered and non-coercive manner in accordance with QFP and Title X requirements;
 - e) Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and;

f) Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:

- Incorporation of certified Electronic Health Record (EHR) systems that have the ability to capture family planning data within structured fields;
- Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
- Addressing the comprehensive health care needs of clients through formal, robust linkages or integrations with comprehensive primary care providers.

(i) Further, SUBCONTRACTOR agrees to provide:

- a) Donate adequate space in county facilities in which SUBCONTRACTOR Family Planning clinic can be located.
- b) Donate adequate staff time of nurses and clerks to conduct and assist the physician or nurse practitioner in SUBCONTRACTOR Family Planning clinic
- c) Donate necessary supplies and equipment for the performance of hemoglobin and cholesterol checks per protocol (as indicated).
- d) Prepare and submit to NECAC and/or enter the information on line at MFHC.org, such reports as may be required by SUBCONTRACTOR, including, but not limited to, in-kind vouchers, statistical information, CVR reports, and inventories, which are to be submitted on a monthly basis by the 5th of the month. This does not interfere with any other reporting requirements.
- e) Perform community out-reach, contact patients for appointments and needed follow-up care and initiate new patient visits.
- f) Insure that the donated staff of nurses and clerks will spend an adequate number of hours per month to provide quality care.
- g) Arrange for local nurse practitioners or physicians to provide clinic services on at least a monthly basis.

h) Adhere to the Office of Family Planning Program Requirements for Title X Funded Family Planning projects and the CDC/OPA program guideline "Providing Quality Family Planning Services "QFP" along with all other provisions of this contract.

3.3 Patient's Rights: SUBCONTRACTOR shall provide treatment and 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 SUBRECIPIENT and SUBCONTRACTOR Obligations:

- (a) SUBRECIPIENT may provide to SUBCONTRACTOR and SUBCONTRACTOR may accept Training, Technical Assistance and Consultation, whereby SUBRECIPIENT shall assist SUBCONTRACTOR in its provision of family planning and related services under this Contract.
- (b) SUBRECIPIENT shall assist SUBCONTRACTOR and SUBCONTRACTOR shall cooperate with such assistance in coordinating its family planning services with other Agencies and providers of such services.
- (c) SUBRECIPIENT shall provide to SUBCONTRACTOR a time and cost related reporting format which shall be utilized by SUBCONTRACTOR in providing all information as and in the manners requested by SUBRECIPIENT, to ensure that grant monies are used in appropriate and legal manners.
- (d) SUBRECIPIENT shall direct SUBCONTRACTOR and SUBCONTRACTOR shall cooperate with SUBRECIPIENT and others in the development of a unified system for gathering, evaluating and reporting statistical data related to its provision of services.
- (e) SUBCONTRACTOR shall designate a person as its Representative who shall attend required meetings conducted by MFHC as defined in (f) below. SUBRECIPIENT shall provide a schedule of ARC meetings to SUBCONTRACTOR.
- (f) SUBCONTRACTOR is recommended to send a minimum of one (1) representative to the state family planning conference and is required to send one (1) representative to the Regional Subcontractor Training coordinated by MFHC (dates to be determined).

ARTICLE IV

CONTRACT FUNDS

4.1 Funding of Program: The funds SUBRECIPIENT has agreed to provide to SUBCONTRACTOR in accordance with and subject to the terms and conditions of this Contract and subject to the approved budget and proposal of SUBCONTRACTOR, in the amount set forth in Section 1.8 are

Title X funds expected to be provided to SUBRECIPIENT by DHHS through its contract with MFHC. SUBRECIPIENT does not control and cannot warrant the amount of Title X funding it will receive during this Contract Term. If SUBRECIPIENT does not receive sufficient Title X funds during this Contract Term to provide the amount set forth in Section 1.8 to SUBCONTRACTOR, SUBRECIPIENT reserves the right to alter the amount set forth in Section 1.8 unilaterally and without consent of SUBCONTRACTOR (and MFHC) and will provide timely notice of such amendment to SUBCONTRACTOR pursuant to Section 7.6. Any such alteration of the amount set forth in Section 1.8 shall not constitute a failure to provide promised consideration or a breach of this Contract by SUBRECIPIENT. SUBCONTRACTOR shall use all reasonable efforts to obtain all available first- and third-party reimbursement, including, if deemed appropriate, patient fees. All Program Income (as defined in 2 CFR § 200.80) earned during the period of this Contract shall be retained by SUBCONTRACTOR and used to further the objectives of Title X of the Public Health Service Act.

4.2 Method of Payment: SUBRECIPIENT shall advance up to one month's funds to SUBCONTRACTOR. SUBCONTRACTOR shall submit a "Cash Request" form on or before the 15th day of the month immediately preceding the month for which funds are being requested. In no event shall SUBRECIPIENT be obligated to pay SUBCONTRACTOR any funds without the timely and proper submission of a "Cash Request" form; and in no event shall SUBRECIPIENT be obligated to pay SUBCONTRACTOR more than the previously approved grant amount or any monthly pro-rata portion thereof.

4.3 Compliance with Regulations: SUBCONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations, guidelines and executive orders (federal, state and/or local) relating to the use of Title X funds and SUBCONTRACTOR operations including, but not limited to, federal agency Codification of Government-wide Grants Requirements incorporated herein by reference and available on the internet at: <http://www.whitehouse.gov/omb/grants/chart.html>. Other applicable federal requirements include but may not be limited to:

<u>Regulation:</u>	<u>Nonprofit AGENCY</u>	<u>Government AGENCY</u>
OMB		
Admin. Requirements	2 CFR Part 200	45 CFR Part 75 & 2 CFR Part 200
Cost Principles	2 CFR Part 200	45 CFR Part 75 & 2 CFR Part 200
Audit Guidelines	2 CFR Part 200 Subpart F	2 CFR Part 200 Subpart F
DHHS		
Admin. Requirements	2 CFR Part 200	2 CFR Part 75 & 2 CFR Part 200
Grants Policy Statement	April 1994 (amended 1/95)	April 1994 (amended 1/95)

- 4.4 SUBCONTRACTOR Title X Budget: The budget that SUBCONTRACTOR submits to SUBRECIPIENT must be adhered to. Any variances between line items by over twenty-five percent (25%) will require submission of a revised budget to SUBRECIPIENT for approval.

ARTICLE V

RECORDS AND REPORTS

- 5.1 Books, Records, Documents and Accounts: SUBCONTRACTOR shall maintain separate accounting records with respect to this Contract. At a minimum, such records shall include: (1) Receipt and disbursement journals; (2) Supporting documentation as to source and explanation of monies received or paid; and, (3) general ledger records. Upon reasonable notice, SUBRECIPIENT may at any time audit or cause to be audited SUBCONTRACTOR'S records (financial and operational, including medical records, as relevant to this Contract) and SUBCONTRACTOR shall cooperate fully in effecting any such audit. SUBCONTRACTOR agrees and understands that DHHS shall have the same above described audit rights as SUBRECIPIENT.
- 5.2 Retention of Books, Records and Documents: All records and supporting documents relating directly or indirectly to this Contract shall be retained by SUBCONTRACTOR for a period of three years following the close of the applicable Contract year, except that if an audit by or on behalf of SUBRECIPIENT or the federal government has begun but has not been completed within said three-year period, or if questions or problems raised by any such audit have not been resolved within said three-year period, all such records and documents shall be retained until the resolution of any audit issues, questions or problems.
- 5.3 Access to Books, Records and Documents: SUBRECIPIENT, DHHS, the Comptroller General of the United States, or any of their duly authorized representatives shall have full and ready access to all books, documents, medical records, accounts, papers and records of SUBCONTRACTOR required in their sole and absolute judgment for the purpose of auditing SUBCONTRACTOR's compliance with the terms and conditions of this Contract.
- 5.4 Reports: SUBCONTRACTOR shall prepare and submit the following reports:

<u>Report</u>	<u>Due Date</u>
Revenue and Expenditure	15 calendar days after the quarter end (Any pending or requested payments to the SUBCONTRACTOR will be held until the report is submitted and received by SUBRECIPIENT)
Cash Request	15th of each month for succeeding month
Progress Report	To Be Announced
Financial & Compliance Audit	Within 9 months of end of SUBCONTRACTOR fiscal year
Contractor Application Packet	As requested
Community Education & Program Promotion Report	5th of each month for preceding quarter
Clinic Visit Record (CVR) Data	5th of each month for the preceding month; calendar year data must be submitted no later than 30 days after the calendar year end
Such other reports that SUBRECIPIENT or MFHC may reasonably require	As requested

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

- 6.1 Compliance with Law: SUBCONTRACTOR 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 SUBCONTRACTOR concerning all persons to whom it provides services pursuant to this Contract. All such information and records shall be protected by the SUBCONTRACTOR from unauthorized use or disclosure by means of appropriate administrative, technical, and physical safeguards.
- 6.2 Individually Identifiable Health Information and Protected Health Information: SUBCONTRACTOR 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. SUBCONTRACTOR 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: SUBCONTRACTOR understands and agrees SUBRECIPIENT does not maintain any Individually Identifiable Health Information and Protected Health Information as defined by 45 CFR § 160.103 concerning persons served by SUBCONTRACTOR at SUBRECIPIENT's office in either paper or electronic format and further agrees that for reporting purposes it will transmit to SUBRECIPIENT 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 SUBRECIPIENT: SUBCONTRACTOR understands and agrees that SUBRECIPIENT staff and/or agents will review records maintained by SUBCONTRACTOR at SUBCONTRACTOR's location(s) that contain Individually Identifiable Health Information and Protected Health Information as defined by 45 CFR § 160.103 concerning persons served by SUBCONTRACTOR for purposes of the administration of the terms and conditions of this Contract. SUBCONTRACTOR will provide a HIPAA-HITECH compliant Business Associate Agreement to be executed by SUBRECIPIENT staff and/or agents prior to their review of any records maintained by SUBCONTRACTOR at SUBCONTRACTOR'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 and MFHC.
- 7.2 Sub-Contracting for the Provision of Services: If family planning services under this Contract are to be provided by SUBCONTRACTOR through a Subcontractor, SUBCONTRACTOR is fully responsible and accountable for ensuring that any such Subcontractor complies fully with all terms and conditions of this Contract and all legal requirements stated herein and executes a HIPAA-HITECH compliant Business Associate Agreement prior to receiving access to any Individually Identifiable Health Information and Protected Health Information as defined by 45 CFR § 160.103. To the extent allowed by law, SUBCONTRACTOR shall indemnify and hold harmless SUBRECIPIENT and MFHC from any and all damages resulting from its failure to execute proper contractual documents with its subcontractors and from the failure of any of its subcontractors to comply with the terms and conditions of this Contract and shall defend, indemnify and hold SUBRECIPIENT and MFHC harmless from any claims resulting from alleged or actual acts, conduct or omissions of any such subcontractor, its employees, agents, staff or personnel.

- 7.3 Modifications of Contract: This Contract contains the entire agreement of the Parties and may be modified only in writing executed by both Parties.
- 7.4 Disputes: The Parties shall attempt amicably to resolve any disputes between them. In the event any dispute which arises as a result of or relating to this Contract or any claim of breach hereof cannot be resolved by the informal agreement of the Parties, then such dispute shall be settled by binding arbitration conducted in accordance with the procedures of United States Arbitration & Mediation (USA&M). Any arbitration shall take place at the offices of SUBRECIPIENT in Jefferson City, Missouri or at another location the Parties mutually agree is convenient. Any decision rendered in arbitration shall be final and binding. The arbitrator shall have no authority to make any ruling, finding or award that does not conform to the laws of the State of Missouri or applicable federal law, nor shall the arbitrator have any authority to award punitive damages or any other damages not measured by the prevailing Party's actual damages. 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 Pike County, Missouri and of the United States District Court for the Eastern District of Missouri for injunctive, specific performance or other relief in aid of the arbitration proceedings or to enforce judgment of the award in such arbitration proceeding, but not otherwise.
- 7.5 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 SUBRECIPIENT for circumstances beyond the control of SUBRECIPIENT including but not limited to the reduction or elimination of program funding by DHHS. Upon termination, SUBCONTRACTOR shall refund to SUBRECIPIENT any unexpended monies for the provision of services pursuant to this Contract.
- 7.6 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 SUBRECIPIENT: NECAC Family Planning Administrator
PO Box 470
Bowling Green, MO 63334

If to SUBCONTRACTOR: Columbia/Boone County Department of Public
Health & Human Services Administrator
1005 W Worley
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.

7.7 Independent Contractor: The Parties agree and acknowledge that SUBCONTRACTOR is an independent contractor with regard to the delivery of all services and the carrying out of its programs referred to in this Contract; that neither SUBRECIPIENT nor MFHC shall be liable for any acts, conduct or omissions of SUBCONTRACTOR, its employees, agents, staff or personnel with regard to SUBCONTRACTOR's obligations pursuant to this Contract and that SUBCONTRACTOR shall defend, indemnify and hold SUBRECIPIENT and MFHC harmless from any such claims alleged to have resulted from any such acts, conduct or omissions of SUBCONTRACTOR, its employees, agents, staff or personnel.

7.8 Assurances of Compliance: SUBCONTRACTOR 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) Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. The Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) requiring certifications that lobbying has not been engaged in with federal funds, as well as any state and local laws and ordinances pertaining to political activities and lobbying.
- (c) Will comply with the Natural Research Act, 42 U.S.C. §289, et seq., regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- (d) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as subsequently amended, and 2 CFR Part 200 Subpart F.
- (e) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
- (f) Will comply with the HHS Appropriations Act that requires, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money shall clearly state the percentage and dollar amount of the total costs of the program or project which will be financed with Federal money and the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- (g) Will comply with the restrictions on lobbying set out in 45 CFR Part 93. In addition, the SUBCONTRACTOR shall comply with the restrictions on SUBCONTRACTOR lobbying in section 503 of the FY 2005 Appropriations Act, as follows:
- a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
 - b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- (h) By signing and submitting this Contract, the undersigned (authorized official signing for SUBCONTRACTOR) certifies that the SUBCONTRACTOR will continue to provide a drug-free workplace in accordance with 45 CFR Part 76.
- (i) By signing and submitting this Contract, the undersigned (authorized official signing for SUBCONTRACTOR) 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.
- (j) Comply with the Missouri Human Rights Laws as set forth in Chapter 213 of the Revised Statutes of Missouri, as amended.
- (k) 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.
- (l) Will comply with the provisions of Section 191.665, RSMo. (2000) prohibiting discrimination on the basis of HIV status.
- (m) SUBCONTRACTOR and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or SUBCONTRACTOR;

SUBCONTRACTOR understands that under 18 USC Sec. 1001, a false statement on this certification may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

7.9 Additional Documents: SUBCONTRACTOR agrees to execute such other assurances and certifications which may be required by SUBRECIPIENT, MFHC, DHHS or any government department or agency. Further, SUBCONTRACTOR agrees to be bound by all provisions contained in the Contract and Program Guidelines.

- 7.10 Severability: If an Arbitrator or 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.
- 7.11 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 require dispute resolution or defense and indemnification of SUBRECIPIENT or MFHC by SUBCONTRACTOR shall be deemed to survive the termination of this Contract.
- 7.12 No Waiver: Failure of SUBRECIPIENT 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 SUBCONTRACTOR or a waiver of SUBRECIPIENT's right to take any action against SUBCONTRACTOR based on SUBCONTRACTOR's breach that is permitted under this Contract.
- 7.13 Force Majeure: If SUBRECIPIENT is delayed or prevented from fulfilling its obligations under this Contract by Force Majeure, SUBRECIPIENT 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.
- 7.14 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.

[SIGNATURE PAGE FOLLOWS]

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of April 1, 2018.

SUBCONTRACTOR:

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw *rw*

SUBRECIPIENT:

NORTH EAST COMMUNITY ACTION CORPORATION (NECAC)

By: _____
Donald D. Patrick, President & CEO

Date: _____