



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
**PROGRAM SERVICES CONTRACT**

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

<b>Tracking #</b> 48050	<b>Contract Title:</b> HIV PREVENTION	
<b>Contract Start:</b> 1/1/2020	<b>Contract End:</b> 12/31/2022	<b>Questions/Please Contact:</b> PROCUREMENT UNIT @ (573)751-6471
<b>Contract #:</b> DH200048050		<b>Amend #:</b> 02

**PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED**

NAME OF ENTITY/INDIVIDUAL (Contractor) THE CITY OF COLUMBIA	
DOING BUSINESS AS (DBA) NAME COLUMBIA/BOONE COUNTY PUBLIC HEALTH AND HUMAN SERVICES	
MAILING ADDRESS 1005 WEST WORLEY P O BOX 6015	
CITY, STATE, and ZIP CODE COLUMBIA MO 65205-6015	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****0810	DUNS NUMBER 071989024
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

**AMENDMENT #02 TO CONTRACT DH200048050**

**CONTRACT TITLE:** HIV Prevention

**CONTRACT PERIOD:** January 1, 2022 through December 31, 2022

The Department of Health and Senior Services hereby exercises its option to renew the above referenced contract, therefore Section 1.1 is hereby deleted in its entirety and replaced with revised Section 1.1 as follows:

- 1.1 The contract amount shall not exceed \$114,911.00 for the period January 1, 2022 through December 31, 2022.

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

1. Delete Section 1.2 in its entirety and replace with revised Section 1.2 as follows:
  - 1.2 All The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
2. Delete Sections 5.4.2 and 5.4.2 a. in their entirety and replace with revised Sections 5.4.2 and 5.4.2 a. as follows:
  - 5.4.2 The Contractor shall not bill the Department for indirect costs that exceed 8% of the modified total direct costs as defined in 2 CFR § 200.1.
    - a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
3. Delete Section 11.1 in its entirety and replace with Section 11.1 as follows:
  - 11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all

disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

4. Delete Attachment B in its entirety and replace with revised Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

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

**SUBRECIPIENT SPECIAL CONDITIONS**

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
  - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <https://health.mo.gov/information/contractorresources/> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
  - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.
  - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
  - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.  
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
  - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.
  - 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

**SUBRECIPIENT SPECIAL CONDITIONS**

- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
  - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
  - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
  - 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

**SUBRECIPIENT SPECIAL CONDITIONS**

## 1.12 Equipment

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



# CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

<b>Tracking #</b> 48050	<b>State:</b> 0% \$0.00	<b>Federal:</b> 100% \$344,733.00
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**Contract Title:** HIV PREVENTION

**Contract Start:** 1/1/2020      **Contract End:** 12/31/2022      **Amend#:** 02      **Contract #:** DH200048050

**Vendor Name:** THE CITY OF COLUMBIA

<b>CFDA:</b> 93.940	<b>Research and Development:</b> N
<b>CFDA Name:</b>	HIV PREVENTION ACTIVITIES_HEALTH DEPARTMENT BASED
<b>Federal Agency:</b>	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION
<b>Federal Award:</b>	5NU62PS924577-03, 6NU62PS924577-03
<b>Federal Award Name:</b>	INTEGRATED HIV SURVEILLANCE AND PREVENTION PROGRAMS FOR HEALTH DEPARTMENTS
<b>Federal Award Year:</b> 2020	<b>DHSS #:</b> PS924577-03A <b>Federal Obligation:</b> \$114,911.00

<b>CFDA:</b> 93.940	<b>Research and Development:</b> N
<b>CFDA Name:</b>	HIV PREVENTION ACTIVITIES_HEALTH DEPARTMENT BASED
<b>Federal Agency:</b>	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION
<b>Federal Award:</b>	5NU62PS924577-04, 6NU62PS924577-04
<b>Federal Award Name:</b>	INTEGRATED HIV SURVEILLANCE AND PREVENTION PROGRAMS FOR HEALTH DEPARTMENTS
<b>Federal Award Year:</b> 2021	<b>DHSS #:</b> PS924577-04A <b>Federal Obligation:</b> \$114,911.00

<b>CFDA:</b> N/A	<b>Research and Development:</b> *
<b>CFDA Name:</b>	*
<b>Federal Agency:</b>	*
<b>Federal Award:</b>	*
<b>Federal Award Name:</b>	*
<b>Federal Award Year:</b> *	<b>DHSS #:</b> ZZZ-PENDING FOA <b>Federal Obligation:</b> \$114,911.00

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

### Project Description:

To provide comprehensive Human Immunodeficiency Virus (HIV) prevention services which may also include Sexually Transmitted Infections (STIs) and Viral Hepatitis (VH).