

RAPID HIV, SYPHILIS AND HEPATITIS C TESTING PROGRAMS AGREEMENT  
BETWEEN  
THE CITY OF COLUMBIA, MISSOURI,  
AND  
SPECTRUM HEALTH CARE

THIS AGREEMENT is entered into on the date of the last signatory noted below (the "Effective Date"), between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Spectrum Health Care, a nonprofit corporation organized in the State of Missouri (hereinafter "Spectrum"). City and Spectrum are each individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, City receives funding from the Missouri Department of Health and Senior Services (hereinafter "DHHS") to serve as North Central Region HIV lead agency; and

WHEREAS, City is a hybrid covered entity and Spectrum is a covered entity for purposes of Health Insurance Portability and Accountability Act of 1996; and

WHEREAS, the Parties desire to collaborate on the execution of rapid HIV testing, syphilis testing, and Hepatitis C testing.

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

1. Term
  - a. Initial Term. The initial term of the Agreement shall begin on the Effective Date and shall end on December 31, 2024.
  - b. Renewal Terms. The Agreement may be renewed by the City for two successive terms of one year, unless the Agreement is terminated in accordance with the terms set forth herein.
2. Spectrum's Responsibilities
  - a. Testing Program Protocols, Policies and Procedures. Spectrum shall maintain written protocols, policies and procedures for rapid HIV testing, giving results and referring persons identified as HIV positive, to HIV care, treatment, case management services, and testing for Tuberculosis (TB), Syphilis, and Hepatitis B & C.
  - b. Use of a Licensed Physician. Spectrum must use a Missouri licensed physician to authorize and provide oversight of all testing.

- c. Spectrum shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this Agreement and documentation of such licensure or certification shall be made available upon request. All services shall be in accordance with the requirements set forth in the Grant Agreement in Exhibit A.
  - d. Spectrum shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act.
  - e. Training. Spectrum will make staff available to participate in DHSS-coordinated trainings.
  - f. Staff Confidentiality Statement(s). Spectrum shall ensure that all individuals involved in conducting testing activities sign a confidentiality statement each year as provided in the Reportable Diseases Security and Confidentiality Manual. Once signed, the Spectrum shall provide a copy to the individual and place the original in the individuals personnel file. Upon request by the City or the Missouri Department of Health and Senior Services, Spectrum shall provide copies of the individuals' signed confidentiality statements.
  - g. Spectrum shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR Section 200.1, and Protected Health Information (PHI). Spectrum agrees it will assume liability for all disclosures of Protected PII and PHI and breaches by the Spectrum and/or the Spectrum's contractors, subcontractors and employees. Spectrum shall comply with the provisions of Exhibit B, which is attached hereto and incorporated herein by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended. Spectrum shall keep patient protected health information confidential for as long as the data is maintained. This clause and the requirements in Section 5 of Exhibit B survive termination of the Agreement.
  - h. Site Visits. The Parties shall cooperate to facilitate any scheduled site visits.
3. Spectrum's Rapid HIV Testing Program Duties and Responsibilities. Spectrum shall:
- a. Assure all HIV testing, regardless of method of specimen collection, and counseling to clients who receive HIV testing is conducted according to

the DHHS HIV Testing Procedure Manual and in compliance with Missouri Law.

- b. Implement HIV testing that is consistent with CDC's Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health-Care Settings.
  - c. Conduct 100% of all HIV testing in an outreach or non-traditional setting prioritizing populations of focus as outlined in the Grant Agreement set forth in Exhibit A.
  - d. Contribute to the North Central Region's minimum 1.0% positivity rate for newly identified HIV positive tests.
  - e. Coordinate with City on the collection, monitoring and reporting of the required client-level data by entering the data into REDCap and by submitting the test form to City via secure fax by the fifth day of the month.
  - f. Notify local Disease Intervention Specialist (DIS) immediately when a rapid test result is preliminary positive.
  - g. Establish and document a plan for 100% of clients testing for HIV to receive test results.
  - h. Assure at least 85% of HIV positive clients receive their test results.
  - i. Notify City of all persons newly diagnosed with a preliminary positive rapid HIV result within 24 hours. Spectrum shall work with City to help connect these persons to medical care.
  - j. Discuss, in conjunction with the DIS, appropriate partner notification for the individuals testing positive for HIV
  - k. Report to DHSS within three (3) days all confirmed HIV test results according to 19 CSR 20-20.020.
  - l. Obtain prior approval from the City's HIV Testing Coordinator for all outreach screening plans.
  - m. Assure the appropriate use and submission of the City-provided rapid HIV test kits. Spectrum shall manage the allotments to avoid expiration. Spectrum shall not be reimbursed for additional HIV test collection devices and/or laboratory services in excess of the allotment provided by City.
  - n. Assure representation at City's facilitated North Central HIV/STD Prevention Community Advisory Group meetings when staff is available.
4. Spectrum's Hepatitis C Testing Program Duties and Responsibilities. Spectrum must:
- a. Assure all Hepatitis C testing, regardless of method of specimen collection, and counseling to clients who receive testing is conducted in compliance with Missouri Law.
  - b. Integrate rapid Hepatitis C testing into services currently offered to clients and offer testing to those clients meeting testing criteria as stated in CDC's Testing Recommendations for Hepatitis C Virus Infection.
  - c. Not test individuals previously positive for Hepatitis C.

- d. Coordinate with City on the collection, monitoring and reporting of all required client-level data using the test form provided by City and by entering the client-level data into RedCap and submitting the test form to City via secure fax by the fifth day of the month.
  - e. Report to City within 24 hours all confirmed Hepatitis C test results according to 19 CSR 20-20.020.
5. City's Duties and Responsibilities. City will:
- a. Coordinate training for Spectrum staff on rapid HIV testing and/or Hepatitis C testing.
  - b. Supply Spectrum with a written copy of the HIV Testing Program Procedural Manual.
  - c. Supply Spectrum with state-provided rapid HIV/Syphilis/Hepatitis Tests and controls as are available.
  - d. Collaborate with Spectrum on the development and implementation of protocols for rapid HIV and Hepatitis testing, giving results, making referrals, and follow up testing.
  - e. Supply Spectrum with contact information for state required reporting and Linkage To Care system as referral resources for all clients testing positive for HIV.
  - f. Conduct annual site visits and provide technical assistance to Spectrum, as needed.
  - g. Coordinate with Spectrum to insure the submission of the HIV test form to City.
  - h. Coordinate the submission of all required data and reports to DHHS.
  - i. Supply Spectrum with contact information for the Missouri Hepatitis C Alliance, a referral resource for confirmatory testing and treatment options for those clients testing rapid Hepatitis C reactive.
6. Termination.
- a. Either Party may terminate this Agreement without cause, upon thirty (30) days written notice to the other Party.
  - b. City, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to Spectrum if:
    - i. State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
    - ii. A change in federal or state law relevant to this contract occurs; or
    - iii. A material change of the parties to the contract occurs; or
    - iv. By request of Spectrum.
7. No Assignment. This Agreement shall ensure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

8. No Third Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under the Agreement.
9. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
10. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
11. General Laws. Spectrum shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to Sections 34.600 and 285.530 RSMo.
12. Authority. The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this Agreement on behalf of the respective Parties.
13. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:

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

If to Spectrum:

Spectrum Health Care  
1123 Wilkes Boulevard, Suite 100  
Columbia, MO 65201-4774  
Attn: Becky J. Acton

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request,

or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

14. Grant Requirements. Spectrum acknowledges that state and/or federal grant funds are being used for this program. Spectrum shall familiarize itself and comply with all conditions and requirements for utilization of such grant funds. If Spectrum uses any subcontractors, Spectrum shall include in contracts with its subcontractors provisions that require subcontractors to comply with the Grant Requirements.
15. Document Retention and Audit. Spectrum shall retain all books, records, and other documents relevant to this Agreement for a period of three (3) years or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract. The Spectrum shall allow authorized representatives of the City, DHHS, State, and Federal Government to inspect these records upon request. If the Spectrum is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three year period, the Spectrum shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later. If the Department or City is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department or City will notify the Spectrum in writing to extend Spectrum's retention period.
16. Insurance. Spectrum shall maintain on a primary basis and at its sole expense the following insurance coverages and limits, including endorsements described herein as designated: Worker's Compensation: \$500,000 for each employee, \$500,000 for each accident and \$500,000 policy limit; Commercial General Liability: Not less than \$1,000,000 each occurrence, and \$3,000,000 annual aggregate; Business Auto Liability: Not less than \$1,000,000 Each Occurrence; and Professional Liability: Not less than \$1,000,000 The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain.
17. Spectrum shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of Spectrum's performance or the performance of Spectrum's subcontractor(s), involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Spectrum. However, Spectrum shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the DHHS or the City, including their officers, employees, and assigns. This provision is not intended to waive any

claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

18. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Spectrum shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Spectrum, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Spectrum or a subcontractor for part of the services), of anyone directly or indirectly employed by Spectrum or by any subcontractor, or of anyone for whose acts Spectrum or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Spectrum to indemnify, hold harmless, or defend the City of Columbia from its own negligence.
19. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
20. **Nature of City's Obligations.** All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
21. **Publications, Copyrights, and Rights in Data and Reports.**
  - a. If Spectrum issues any press releases mentioning contract activities, Spectrum shall reference in the release both the grant funding contract number and the DHHS. Spectrum shall obtain approval from the City and the DHHS prior to the release of such press releases or publications.
  - b. Spectrum shall comply with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Spectrum shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following: (1) The percentage of the total costs of the program or project which will be financed with Federal money; and (2) The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
  - c. If Spectrum develops any copyrighted material as a result of this Agreement, the City and DHHS shall have a royalty-free, non-exclusive

and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri, or the City of Columbia, MO.

22. Spectrum's Certification Regarding Suspension and Debarment

- a. Spectrum certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- b. Spectrum shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- c. If Spectrum enters into a covered transaction with another person at the next lower tier, Spectrum must verify that the person with whom it intends to do business is not excluded or disqualified by: (1) Checking the System of Award Management (SAM); or (2) Collecting a certification from that person; or (3) Adding a clause or condition to the covered transaction with that person.

23. Spectrum's Certification Regarding Lobbying

- a. Spectrum certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of Spectrum, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. Spectrum certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Spectrum shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- c. Spectrum certifies that no funds under this contract shall be used to pay the salary or expenses of the Spectrum, or an agent acting for the Spectrum who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.



- d. The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- e. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, Spectrum shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- f. Spectrum shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- g. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

25. Spectrum's Certification Regarding Environmental Tobacco Smoke.

- a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood

development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The ProChildren Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1 ,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

- b. Spectrum certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
- c. Spectrum agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

26. Spectrum's Certification Regarding Employee Whistleblower Protections.

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

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

28. Spectrum 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.

29. Spectrum's Certification Regarding Non-Discrimination. Spectrum shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (PL. 88-352, 42 U.S.C. § 2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - b. Equal Pay Act of 1963 (PL. 88 -38, as amended, 29 U.S.C. § 206(d));
  - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 et seq.) as implemented by all applicable regulations;
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
  - f. Equal Employment Opportunity — E.O. 11246, as amended;
  - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
  - h. Missouri Governor's E.O. #05-30 (excluding paragraph I , which was superseded by E.O.
  - i. Missouri Governor's E.O. #10-24; and
  - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.
30. Required Provisions Deemed Inserted. Each and every provision of law and clause required by law or the grant agreement to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

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

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

<u>Exhibit</u>	<u>Description</u>
A	Grant Agreement and any Amendments
B	Business Associate Agreement

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

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

*[Signatures on following page]*

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

CITY OF COLUMBIA, MISSOURI

By:

De'Carlton Seewood, City Manager

*DLB*

Date:

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor/rw

SPECTRUM HEALTH CARE

By: *Betty Acton*

Name: *Betty Acton*

Title: *Executive Director*

Date: *7/9/24*

ATTEST:

\_\_\_\_\_  
Name and Title: \_\_\_\_\_



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

**PROGRAM SERVICES CONTRACT**

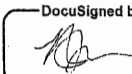

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated 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.

<b>Tracking #</b> 53064	<b>Contract Title:</b> HIV PREVENTION	
<b>Contract Start:</b> 1/1/2023	<b>Contract End:</b> 12/31/2023	<b>Questions/Please Contact:</b> PROCUREMENT UNIT @ (573)751-6471
<b>Contract #:</b> DH230053064		<b>Amend #:</b> 00

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

NAME OF ENTITY/INDIVIDUAL (Contractor) CITY OF COLUMBIA	
DOING BUSINESS AS (DBA) NAME ON BEHALF OF COLUMBIA/BOONE COUNTY HEALTH DEPARTMENT	
MAILING ADDRESS 1005 WEST WORLEY P O BOX 6015	
CITY, STATE, and ZIP CODE COLUMBIA MO 65205-6015	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON LAWRENCE	EMAIL ADDRESS
PHONE NUMBER 314.441.1111	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****	UEI NUMBER WZR4KM9CBTV3
CONTRACTOR'S AUTHORIZED SIGNATURE DocuSigned by: De'Carlton Seewood SKB	DATE 5/2/2023
PRINTED NAME De'Carlton Seewood	TITLE City Manager
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE Marie Key	DATE MAY 19 2023

APPROVED AS TO FORM:

By:    
Nancy Thompson, City Counselor

Thursday, April 13, 2023  
MO 580-3017 (03-22)

9:25:36 AM

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DH-70/71

## HIV Prevention

### 1. GENERAL

- 1.1 The contract amount shall not exceed \$114,911.00 for the period of January 1, 2023 through December 31, 2023.
- 1.2 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.4 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
  - 1.4.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
  - 1.4.2 Certificate of authority to transact business/certificate of good standing (if applicable)
  - 1.4.3 Taxes (e.g., city/county/state/federal)
  - 1.4.4 State and local certifications (e.g., professions/occupations/activities)
  - 1.4.5 Licenses and permits (e.g., city/county license, sales permits)
  - 1.4.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.5 If the Contractor provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the Contractor understands and agrees that it is voluntarily choosing to seek a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.
- 1.6 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of HIV, STD, and Hepatitis  
Program Contact: Dustin Hampton  
Address: 930 Wildwood Dr, Jefferson City, MO 65109  
Phone: 573-751-6439  
Email: [Dustin.Hampton@health.mo.gov](mailto:Dustin.Hampton@health.mo.gov)

**2. PURPOSE**

- 2.1 For the provisions of comprehensive Human Immunodeficiency Virus (HIV) prevention services, which may also include sexually transmitted infections (STIs) and Viral Hepatitis (VH), for the Department of Health and Senior Services, Section for Disease Prevention (hereinafter referred to as “Department/state agency”).

**3. DELIVERABLES AND OUTCOMES**

- 3.1 The Contractor shall provide comprehensive Human Immunodeficiency Virus (HIV) prevention services, which may also include sexually transmitted infections (STIs) and Viral Hepatitis (VH), within the Central Missouri Region (hereinafter referred to as “region”) for the Department.

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

- 3.2 Phase I Requirements:

- 3.2.1 Initial Meeting – By no later than thirty (30) calendar days after the date the Department authorizes the Contractor to proceed with services, the Contractor shall schedule and meet with the Department personnel and other designees, as determined by the Department, in Jefferson City, Missouri to discuss and plan for implementation of the prevention services in the current regional HIV/STD Prevention Plan. In addition, the Contractor’s meeting with the Department shall include the following discussions:

- a. Instructions from the Department regarding the format, goals, and directions of the Department related to the services desired,
- b. Sharing of information, including timelines, data, and instructions necessary to finalize the services desired.
- c. Sharing of information regarding reporting requirements, invoicing, and required supporting documentation.



3.2.2 Within sixty (60) calendar days from the date the state agency authorizes the Contractor to proceed with services, the Contractor shall begin providing HIV/STD prevention services.

### 3.3 Phase II Requirements

3.3.1 The Contractor shall develop a new Regional HIV/STD Prevention Plan, hereinafter referred to as the Contractor's Regional HIV/STD Prevention Plan, to be utilized in subsequent years.

- a. Planning Phase – The Contractor shall conduct the following planning phase requirements, within the period specified below, for the development of the Contractor's Regional HIV/STD Prevention Plan.
  - 1) Within thirty (30) calendar days from the date the Department authorizes the Contractor to proceed with services, the Contractor shall meet with the Department to discuss the development of the Contractor's Regional HIV/STD Prevention Plan. The Department will provide the Contractor with training on how to create the Contractor's Regional HIV/STD Prevention Plan for the region.
  - 2) The Contractor shall analyze the most recent epidemiological data (<https://health.mo.gov/data/hivstdaids/data.php>) and determine the population most at risk for HIV in the region and report the findings in writing to the Department, within thirty (30) calendar days after the Contractor analyzes the data.
  - 3) By no later than sixty (60) calendar days after the analysis of the epidemiological data for the region, the Contractor shall conduct and complete a needs assessment based on the Contractor's findings from the analysis of the epidemiological data and report the findings from the needs assessment, in writing, to the Department, within thirty (30) calendar days after the Contractor completes the needs assessment.
  - 4) By no later than July 15<sup>th</sup>, the Contractor shall develop and prioritize interventions for the region based on the findings from the Contractor's analysis of the Department's epidemiological data and the needs assessments. The Contractor's HIV Prevention interventions shall be based upon the Statewide Plan Format. The Contractor's process to develop and prioritize interventions shall apply to the development of the Contractor's Regional HIV/STD Prevention Plan and/or enhancements to the Statewide Plan Layout Draft template each year. The Department will provide the

Statewide Plan Format document and the Statewide Plan Layout Draft template to the Contractor as available.

- a) The Contractor's Regional HIV/STD Prevention Plan interventions must be (1) grounded in behavioral theory, which should be noted for each intervention in the Contractor's Regional HIV/STD Prevention Plan; (2) prioritized, according to Centers for Disease Control and Prevention (CDC) guidelines for priority populations, by Regional Prevention Advisory Group based on the regional assessments, HIV/STD epidemiologic data, behavioral theory innovation, cost analysis, input from people living with HIV, and community values (such as cultural competency, parity and inclusion in the planning process); and (3) work to address health equity and health disparities related to HIV.
  - b) In addition, interventions included in the Contractor's Regional HIV/STD Prevention Plan must give priority to unmet needs within the region and the programs that are supported by research as effective and meet the CDC's characteristics of effective interventions as listed on the CDC's Effective Interventions webpage (<https://www.cdc.gov/hiv/effective-interventions/index.html>) or in the publication "Compendium of HIV Prevention Interventions and Best Practices for HIV Prevention" located at <https://www.cdc.gov/hiv/research/interventionresearch/compendium/index.html>
    - i. In the event the Contractor develops a program, the program shall be based on behavioral theory, targeted to priority populations, with consideration of community values (such as cultural competency, parity and inclusion in the planning process) and input from people living with HIV. The Contractor's developed program shall be approved by the Department before utilization.
- b. Draft of Plan - By no later than July 31, the Contractor shall submit to the Department a draft of the Contractor's Regional HIV/STD Prevention Plan.
- 1) The Department will review the draft Regional HIV/STD Prevention Plan and has the right to modify, require changes, additions, and/or require additional elaboration to the draft Regional HIV/STD Prevention Plan as deemed necessary.

- a) The Contractor shall continue to provide the Department with additional drafts of the draft Regional HIV/STD Prevention Plan until the Department is satisfied with the final version. The Contractor must provide the Department with each new draft within ten (10) calendar days of receipt of the Department's revisions to the previous draft.
  - c. Final Plan - By no later than August 11, the Contractor must provide the Department with the final version of the Contractor's Regional HIV/STD Prevention Plan.
  - d. After final approval of the Contractor's Regional HIV/STD Prevention Plan by the Department, the Contractor must provide the HIV/STD prevention services in accordance with the Department approved Contractor's Regional HIV/STD Prevention Plan.
    - 1) The Contractor shall manage and perform the requirements assigned to the Contractor and the Contractor's personnel and shall oversee and manage all subcontracted activities and other requirements of the Contractor's Regional HIV/STD Prevention Plan to insure all requirements of the Contractor's Regional HIV/STD Prevention Plan, as approved by the Department, are performed and successfully accomplished.
    - 2) In addition, as a result of changes in the environment or needs of the Department, the Contractor may be required to modify the Contractor's Regional HIV/STD Prevention Plan or to develop and submit a new or revised Contractor's Regional HIV/STD Prevention Plan at any time during the effective period of the contract. The Contractor must submit any such new/revised Contractor's Regional HIV/STD Prevention Plan within the period stipulated by the Department.
- 3.4 Specific Requirements: The Contractor shall provide HIV/STD prevention services for Phase I and Phase II Requirements as stated herein, that must include, but not be limited to the following activities and services:
- 3.4.1 Community-Based Regional Planning for HIV/Sexually Transmitted Infection Prevention Activities Requirements:
- a. The Contractor shall appoint a local health department co-chair (a member of the Contractor's personnel or a regional planner) and an elected community (non-health department) co-chair to facilitate the Regional Prevention Advisory Group (RPAG) meeting. The Contractor shall ensure the co-chairs attend quarterly Comprehensive Prevention Planning Group (CPPG) meetings.

- b. The Contractor shall appoint three (3) elected regional representatives to serve on the CPPG and attend quarterly CPPG meetings.
- c. The Contractor shall ensure all elected members from the region attend and actively participate in quarterly statewide CPPG meetings.
- d. The Contractor shall ensure attendance at all CPPG meetings, including attendance of the strategic planning, task force, and structure workgroups and trainings held during the two-day CPPG meetings.
- e. The Contractor shall ensure that RPAG meetings are convened at least quarterly in the region. The Contractor shall be responsible for providing the meeting room, meals, and other incentives as needed to ensure community participation in meetings.
- f. The Contractor shall ensure participation on the RPAG by individuals who are representatives of the priority populations identified in the Regional HIV/STD prevention plan. The Contractor's RPAG members must be representative of the populations most impacted by HIV, STD, and VH in the region as outlined in the most recently published Missouri Epidemiological Profile, available at <https://health.mo.gov/data/hivstdaids/data.php>. The Contractor's RPAG representatives should have at least ten percent (10%) participation from individuals living with or affected by HIV and are not employed by the Contractor or the Contractor's subcontracted agencies.
- g. The Contractor shall demonstrate community participation and general parity by having all RPAG members complete quarterly RPAG Member Characteristics surveys and by forwarding the completed surveys to the Department no later than March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup> of each year. The Department will provide the RPAG Member Characteristics survey to the Contractor as available.

3.4.2 Intervention and Social Marketing Campaign Requirements:

- a. The Contractor shall develop and prioritize HIV prevention interventions based upon findings from the Department's community assessment and annual Epidemiological Profile available at <https://health.mo.gov/data/hivstdaids/data.php>. Prior to implementation, the Contractor's HIV prevention interventions must be submitted to the Department for review and approval.
  - 1) The Contractor's HIV prevention interventions must be developed for the statewide prioritized populations: Black and African American Women,

Black Men that have Sex with Men, Latino Men that have Sex with Men, White Men that have Sex with Men, Transgender Women, and Substance Users.

- 2) The Contractor may provide additional HIV prevention interventions to two (2) regional populations that have been justified and approved by the Department.
  - 3) The Contractor shall agree and understand that at least 80% of the Contractor's resources must be devoted to the statewide prioritized target populations and no more than 20% of the Contractor's resources may be devoted to the two (2) additional regional populations.
  - 4) All services and interventions shall be provided from a status neutral approach. Information about Status Neutral Service Delivery can be found at <https://www.cdc.gov/hiv/policies/data/status-neutral-issue-brief.html>.
- b. The Contractor shall follow the Statewide Plan Layout Draft template to ensure that interventions throughout the state are both effective and appropriate for specific, targeted populations in the region.
- 1) The Contractor shall ensure that HIV prevention interventions include medically accurate information on STDs, VH, and harm reduction.
  - 2) The Contractor shall ensure that educational handouts include STD, VH, and harm reduction brochures and other educational materials, as appropriate.
- c. The Contractor's HIV prevention interventions included within the Contractor's Regional HIV/STD Prevention Plan shall be developed in accordance with High Impact Prevention, with Prevention for Positives Interventions given priority.
- 1) The Contractor shall include a minimum of one (1) Biomedical Intervention.
  - 2) In addition, the Contractor shall give priority to Community Level Interventions as the core of the prevention plans for each target population.
- d. The Contractor shall include elements of successful interventions (as listed in the Compendium for Effective HIV Prevention Interventions located on the CDC website [www.cdc.gov](http://www.cdc.gov).) for interventions that are not CDC approved Effective Interventions and do not include evaluation components.
- e. The Contractor shall conduct social marketing campaigns that include media messages and mobilization strategies. The Contractor's social marketing campaigns shall be outlined in the Regional HIV/STD Prevention Plan and

subsequent enhancements shall include information on messages, target audience, and methods of promotion. In addition, the Contractor's social marketing campaigns shall give preference to the National Days of Awareness for the statewide prioritized target populations, as outlined above.

- 1) The Contractor shall submit information about any social marketing campaign events planned by the Contractor for National Days of Awareness to the Department for review and approval by no later than thirty (30) calendar days prior to implementation of the social marketing campaign events.
- f. The Contractor shall ensure that all HIV prevention interventions and social marketing campaign materials meet community standards, are appropriate for the prioritized population, understandable, culturally competent, and are in accordance with the following protocols:
- 1) All programmatic materials must be submitted to the Department by no later than thirty (30) calendar days prior to release.
  - 2) The Contractor's materials must be written on a fourth to sixth grade level of comprehension, when possible.

#### 3.4.3 Requirements for Prevention Activities with HIV<sup>+</sup> Individuals:

- a. The Contractor's Regional HIV/STD Prevention Plan shall provide an array of interventions for each of the four (4) statewide HIV<sup>+</sup> priority populations: Black and African American Women, Black Men that have Sex with Men, Latino Men that have Sex with Men, and White Men that have Sex with Men.
- b. The Contractor shall provide referral to linkage to HIV care, treatment and prevention services for individuals who test HIV positive, or who are found to be currently living with HIV/AIDS through participation in interventions.

#### 3.4.4 HIV, VH, and STD Testing Requirements:

- a. The Contractor shall provide regional HIV testing activities for the region. The Contractor's HIV Testing activities shall be based upon the Statewide Plan Layout Draft template and must be in compliance with Missouri Law and the Department's *HIV Testing Program Procedure Manual*. The Department will provide the Department's *HIV Testing Program Procedure Manual* to the Contractor as available.
- b. The Contractor shall ensure confidential HIV testing activities are allocated to organizations that participate in the RPAG process and must target HIV testing to

at-risk (priority) populations as defined in the Statewide Plan Layout Draft template.

- c. The Contractor shall provide a licensed physician to authorize and provide oversight to regional HIV testing activities.
- d. The Contractor shall electronically submit HIV testing data to the Department using the current REDCap database. The Department will provide the Contractor with access to the REDCap database.
- e. The Contractor shall ensure the appropriate use of the Department provided rapid HIV and Hepatitis C test kits and controls including submission of specimens for laboratory testing in accordance with the Department's *HIV Testing Program Procedure Manual*. The Contractor shall manage the HIV and Hepatitis C test kit allotments to avoid expiration or depletion of supply. The Contractor shall not be reimbursed for additional HIV or Hepatitis C test kits and/or laboratory services in excess of the allowance provided by the Department.
- f. The Contractor shall discuss appropriate partner notification for the individuals testing positive for HIV with the appropriate Disease Intervention Specialist (DIS) as outlined in the Department's *HIV Testing Program Procedure Manual*. Regional DIS contacts may be found on the STD/HIV Program Jurisdiction map. The Department will provide the STD/HIV Program Jurisdiction map to the Contractor as available.
- g. The Contractor shall maintain written policies and procedures to refer individuals identified as HIV positive in the region to HIV care, treatment, HIV Case Management Services, and testing for Tuberculosis (TB), syphilis, and Hepatitis B & C.
- h. The Contractor shall target one hundred percent (100%) of all HIV testing activities to high-risk individuals.
- i. The Contractor shall offer Hepatitis C rapid testing in conjunction with HIV rapid testing outreach for those individuals at risk per CDC guidance: <http://www.cdc.gov/hepatitis/hcv/guidelinesc.htm> and as Department resources allow.
- j. The Contractor shall ensure that at least ninety percent (90%) of individuals who test positive for HIV receive their test results.
- k. By no later than forty-five (45) calendar days from the date the Department authorizes the Contractor to proceed with services, the Contractor shall submit to the Department for review and approval a draft of a testing plan outlining how the

test results for one hundred percent (100%) of the individuals testing for HIV will be provided.

- 1) Plan Approval – The Contractor shall agree and understand that the Department shall have complete and total approval authority of the Contractor’s testing plan and shall have the right to request the Contractor to modify and/or provide additional elaboration to the testing plan in order to accomplish the objectives and goals of the Department. The Contractor’s testing plan must be approved by the Department prior to implementation.
- l. The Contractor shall report all individuals who test positive or are preliminarily positive for HIV to the appropriate DIS within one (1) business day of the positive or preliminarily positive test result.
    - 1) The Contractor’s report to the DIS shall include the client’s name, contact information, testing information, marital status, and any available information about partners. Regional DIS contact information can be found in the STD/HIV Program Jurisdiction map.
  - m. The Contractor shall ensure representation at the Department’s facilitated annual statewide HIV Testing Program meeting, typically held in Jefferson City, Missouri. The Department will provide the Contractor with the meeting details when available.
  - n. The Contractor shall obtain prior approval from the Department’s HIV Testing Coordinator, identified in the Department’s *HIV Testing Program Procedure Manual*, for all planned testing events. By no later than thirty (30) calendar days prior to an outreach event (e.g. Gay Pride event), the Contractor must receive approval by the Department of the event.
  - o. The Contractor shall ensure that the Contractor’s personnel who will be performing testing activities complete appropriate training, in accordance with the Department’s *HIV Testing Program Procedure Manual*, prior to conducting HIV testing.
  - p. The Contractor shall offer condoms to individuals during all HIV testing activities.
  - q. The Contractor shall ensure that all individuals involved in conducting HIV testing activities sign a confidentiality statement each year as provided in the *Reportable Diseases Security and Confidentiality Manual*. Once signed, the Contractor shall provide a copy to the individual and place the original in the individual’s personnel file. Upon request by the Department, the Contractor shall



provide the Department with copies of the individuals' signed confidentiality statements. The Department will provide the *Reportable Diseases Security and Confidentiality Manual* to the Contractor as available.

3.4.5 Condom Distribution Activities Requirements:

- a. The Contractor shall establish a condom distribution program, contained in the Regional HIV/STD Prevention Plan that meets the CDC criteria for condom distribution as described at the following website:  
<https://www.cdc.gov/hiv/effective-interventions/prevent/condom-distribution-programs/index.html>.
- b. The Contractor shall distribute condoms during all HIV prevention interventions as outlined in the Contractor's Regional HIV/STD Prevention Plan.
- c. The Contractor shall ensure that all of the Contractor's personnel are trained annually on the *Condom Distribution Toolkit* sheet. The Department will provide the *Condom Distribution Toolkit* sheet to the Contractor as available.
  - 1) The Contractor must include a projected condom distribution plan and general description of how the Contractor intends to market sites in the Contractor's Regional HIV/STD Prevention Plan.

3.4.6 Evaluation Activities Requirements:

- a. The Contractor shall use evaluation instruments that are either provided by, or approved by, the Department. The Department will provide or approve the evaluation instruments prior to use or implementation by the Contractor.

**4. REPORTS**

- 4.1 The Contractor shall submit an activity report on a quarterly basis, using a template that will be provided by the Department. Reports are due on the last day of the month after the end of the quarter, i.e., April, July, October, and January.
- 4.2 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve (12) months, the Contractor shall submit this report annually and at the time the final invoice is due.

**5. BUDGET AND ALLOWABLE COSTS**

- 5.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the following budget categories:

Personnel/Fringe	\$64,026.00
Travel/Meetings	\$5,350.00
Operating Expenses	\$37,024.00
<u>Indirect Costs</u>	<u>\$8,511.00</u>
Total	\$114,911.00

- 5.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.
- 5.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.
- 5.4 Indirect costs
- 5.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the Contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
- 5.4.2 The Contractor shall not bill the Department for indirect costs that 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.
- 5.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

- 5.5 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
- 5.6 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.
  - 5.6.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
  - 5.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
- 5.7 The Contractor shall follow competitive procurement practices.

**6. INVOICING AND PAYMENT**

- 6.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.
  - 6.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
  - 6.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 6.2 The Contractor shall invoice the Department using the Department provided invoice template form. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice.
- 6.3 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 6.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 6.5 The Contractor shall submit invoices and reports to:

Missouri Department of Health and Senior Services

Bureau of HIV, STD, and Hepatitis  
P.O. Box 570  
Jefferson City, MO 65102-0570  
Email: [Joyce.Hooker@health.mo.gov](mailto:Joyce.Hooker@health.mo.gov)

- 6.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 6.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 6.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts, which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 6.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 6.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 6.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:
- Missouri Department of Health and Senior Services  
Division of Administration, Fee Receipts  
P.O. Box 570  
920 Wildwood Drive  
Jefferson City, Missouri 65102-0570
- 6.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://sam.gov/content/assistance-listings>.

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

**7. AMENDMENTS**

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

**8. RENEWALS**

8.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

**9. MONITORING**

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

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

**10. DOCUMENT RETENTION**

10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

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

10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

- 10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

**11. CONFIDENTIALITY**

- 11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 11.2 The Contractor shall comply with provisions of Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.
- 11.3 The Department shall maintain the protected health information in its statewide electronic client database in compliance with 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, the Department and the local public health authority (Columbia/Boone) shall keep patient protected health information confidential for as long as the data is maintained.

**12. LIABILITY**

- 12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors,

employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

- 12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

- 13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 13.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
- 13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 13.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

**14. AUTHORIZED PERSONNEL**

- 14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:



- 14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 14.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

**15. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS**

- 15.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 15.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 15.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
- 15.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section

34.600, RSMo, definition of a “company” (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

**16. TERMINATION**

- 16.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
  - 16.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
  - 16.1.2 A change in federal or state law relevant to this contract occurs; or
  - 16.1.3 A material change of the parties to the contract occurs; or
  - 16.1.4 By request of the Contractor.
- 16.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
  - 16.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
  - 16.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 16.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

**CERTIFICATIONS AND SPECIAL PROVISIONS****1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

**2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT**

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

**3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING**

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

**CERTIFICATIONS AND SPECIAL PROVISIONS**

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

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**CERTIFICATIONS AND SPECIAL PROVISIONS****4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

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

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

**5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

**CERTIFICATIONS AND SPECIAL PROVISIONS**

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

**6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

## **CERTIFICATIONS AND SPECIAL PROVISIONS**

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

### **7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS**

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

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

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

### **8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT**

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

**SUBRECIPIENT SPECIAL CONDITIONS**

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



**SUBRECIPIENT SPECIAL CONDITIONS**

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

## SUBRECIPIENT SPECIAL CONDITIONS

### 1.12 Equipment

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



## MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES Subrecipient Annual Financial Report

1. Contractor Name and Complete Address				
2. Contract Number		3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
		From:	To:	
5. UEI Number		6. EIN		7. Report Type
				<input type="checkbox"/> Annual <input type="checkbox"/> Final
<b>8. Transactions</b>				
<b>Contract Expenditures:</b>				
8a. Total contract funds authorized:				
8b. Total expenditures:				
8c. Unspent balance of contract funds (line a minus b):				\$0.00
<b>Match Requirements (if required by the contract):</b>				
8d. Total match required:				
8e. Total match expenditures:				
8f. Remaining match to be provided (line d minus e):				\$0.00
9. Remarks: Attach any explanations deemed necessary.				
10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).				
11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor		11b. Telephone (Including Area Code)		11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor				11e. Date Report Submitted (MM/DD/YY)

## 1. Business Associate Provisions

- 1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
- 1.1.1 The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
- a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
  - b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
  - c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
  - d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.
  - e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
  - f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
  - g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

- i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
  - j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
    - (i) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
    - (ii) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
  - k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
  - l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
  - m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- 1.1.2 The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- 1.1.3 The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
- 1.1.4 The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
- 1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:
- 1.2.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

- 1.2.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- 1.2.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- 1.2.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- 1.2.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- 1.2.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 1.2.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.
- 1.2.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.
- 1.3 Obligations and Activities of the Contractor:
  - 1.3.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
  - 1.3.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
    - a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
    - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
    - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

- d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
  - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- 1.3.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 1.3.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 1.3.5 By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 1.3.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- 1.3.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

- 1.3.8 At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 1.3.9 The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- 1.3.10 The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 1.3.11 The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 1.3.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
  - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
  - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
  - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or



disability code) and whether the incident involved Unsecured Protected Health Information; and

- e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 1.3.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
  - 1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
  - 1.3.15 If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
  - 1.3.16 To the extent not prohibited by law and without waiving sovereign immunity, the contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.
- 1.4 Obligations of the State Agency:
- 1.4.1 The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
  - 1.4.2 The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
  - 1.4.3 The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
  - 1.4.4 The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

- 1.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- 1.5.1 In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.
- 1.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

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

**BUSINESS ENTITY CERTIFICATION:**

**The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

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

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

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

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

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

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

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

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

**EXHIBIT 1, continued**

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

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT 1, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

_____	_____
Signature of Notary	Date

EXHIBIT 1, continued

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

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

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

Name of Missouri State Agency or Public University\* to Which Previous E-Verify Documentation Submitted: MISSOURI DEPT. OF HEALTH & SENIOR SERVICES  
(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: 7/15/16

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

Stephanie Browning  
Authorized Business Entity Representatives  
Name (Please Print)

Stephanie K Browning  
Authorized Business Entity  
Representative's Signature

171557  
E-Verify MOU Company ID Number

Stephanie.Browning@comd.gov  
E-Mail Address

City of Columbia, MO  
Business Entity Name Public Health &  
Human Services

5/18/2023  
Date

Documentation Verification Completed By:

[Signature]  
Buyer

5/19/23  
Date

**EXHIBIT 2**  
**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

**Statutory Requirement:** Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

**Exceptions:** The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

**Company** - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

**Boycott Israel and Boycott of the State of Israel** - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

**Certification:** The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

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

EXHIBIT 2, continued

**BOX A – NON-COMPANY ENTITY**

I certify that City of Columbia, MO (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Stephanie Browning  
Authorized Representative's Name (Please Print)

Stephanie Browning  
Authorized Representative's Signature

City of Columbia, MO  
Entity Name

5/18/2023  
Date

**BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



**STATE OF MISSOURI  
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

**TERMS AND CONDITIONS**

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

**1. APPLICABLE LAWS AND REGULATIONS**

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

**2. INVOICING AND PAYMENT**

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

**3. DELIVERY**

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

**4. INSPECTION AND ACCEPTANCE**

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

**5. CONFLICT OF INTEREST**

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

**6. WARRANTY**

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

## **7. REMEDIES AND RIGHTS**

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

## **8. CANCELLATION OF CONTRACT**

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

## **9. BANKRUPTCY OR INSOLVENCY**

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

## **10. INVENTIONS, PATENTS AND COPYRIGHTS**

To the extent not prohibited by law and without waiving sovereign immunity, the contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## **11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

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

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

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

## **12. AMERICANS WITH DISABILITIES ACT**

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

## **13. FILING AND PAYMENT OF TAXES**

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

## **14. COMMUNICATIONS AND NOTICES**

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



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

**CONTRACT FUNDING SOURCE(S)**

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

<b>Tracking #</b> 53064	<b>State:</b> 0% \$0.00	<b>Federal:</b> 100% \$114,911.00
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**Contract Title:** HIV PREVENTION**Contract Start:** 1/1/2023      **Contract End:** 12/31/2023      **Amend#:** 00      **Contract #:****Vendor Name:** CITY OF COLUMBIA**CFDA:** 93.940      **Research and Development:** N**CFDA Name:** HIV PREVENTION ACTIVITIES\_HEALTH DEPARTMENT BASED**Federal Agency:** DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION**Federal Award:** 5NU62PS924577-05, 65NU62PS924577-05**Federal Award Name:** INTEGRATED HIV SURVEILLANCE AND PREVENTION PROGRAMS FOR HEALTH DEPARTMENTS**Federal Award Year:** 2022      **DHSS #:** PS924577-05A      **Federal Obligation:** \$114,911.00

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

**Project Description:**

Funding is provided through this contract to provide comprehensive Human Immunodeficiency Virus (HIV) prevention and testing services within the North Central region.



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.

<b>Tracking #</b> 53064	<b>Contract Title:</b> HIV PREVENTION	
<b>Contract Start:</b> 1/1/2023	<b>Contract End:</b> 5/31/2024	<b>Questions/Please Contact:</b> PROCUREMENT UNIT @ (573)751-6471
<b>Contract #:</b> DH230053064		<b>Amend #:</b> 01

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

NAME OF ENTITY/INDIVIDUAL (Contractor) CITY OF COLUMBIA	
DOING BUSINESS AS (DBA) NAME ON BEHALF OF COLUMBIA/BOONE COUNTY HEALTH DEPARTMENT	
MAILING ADDRESS 1005 WEST WORLEY P O BOX 6015	
CITY, STATE, and ZIP CODE COLUMBIA MO 65205-6015	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****	UEI NUMBER: WZR4KM9CBTV3
CONTRACTOR'S AUTHORIZED SIGNATURE <i>Decarlon Seewood</i>	DATE 9/18/2023
PRINTED NAME Decarlon Seewood	TITLE City Manager
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE <i>Marcia Underwood</i>	DATE SEP 22 2023

APPROVED AS TO FORM:

Wednesday, July 5, 2023

9:52:39 AM

MO 580-3017 (03-22)

DocuSigned by:

*Nancy Thompson*

DA01C98E798B4D2...

Nancy Thompson, City Counselor

DS  
RW

Page 1 of 1

DH-70/71

**AMENDMENT #01 TO CONTRACT DH230053064**

**CONTRACT TITLE:** HIV Prevention

**CONTRACT PERIOD:** January 1, 2024 through May 31, 2024

The Department of Health and Senior Services hereby exercises its option to extend 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 \$47,879.58 for the period of January 1, 2024 through May 31, 2024.

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

1. Delete Section 5.1 in its entirety and replace with revised Section 5.1 as follows:
- 5.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the following budget categories:

Personnel/Fringe	\$26,677.50
Travel/Meetings	\$2,229.16
Operating Expenses	\$15,426.67
<u>Indirect Costs</u>	<u>\$3,546.25</u>
Total	\$47,879.58

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

**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>	53064	<b>State:</b> 0%	\$0.00	<b>Federal:</b> 100%	\$162,790.58
<b>Contract Title:</b>	HIV PREVENTION				
<b>Contract Start:</b>	1/1/2023	<b>Contract End:</b>	5/31/2024	<b>Amend#:</b>	01
<b>Vendor Name:</b>	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>	5NU62PS924577-05, 65NU62PS924577-05				
<b>Federal Award Name:</b>	INTEGRATED HIV SURVEILLANCE AND PREVENTION PROGRAMS FOR HEALTH DEPARTMENTS				
<b>Federal Award Year:</b>	2022	<b>DHSS #:</b>	PS924577-05A	<b>Federal Obligation:</b>	\$162,790.58

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

**Project Description:**

Funding is provided through this contract to provide comprehensive Human Immunodeficiency Virus (HIV) prevention and testing services within the North Central region.



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.

<b>Tracking #</b> 53064	<b>Contract Title:</b> HIV PREVENTION	
<b>Contract Start:</b> 1/1/2023	<b>Contract End:</b> 7/31/2024	<b>Questions/Please Contact:</b> PROCUREMENT UNIT @ (573)751-6471
<b>Contract #:</b> DH230053064		<b>Amend #:</b> 02

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

NAME OF ENTITY/INDIVIDUAL (Contractor) CITY OF COLUMBIA	
DOING BUSINESS AS (DBA) NAME ON BEHALF OF COLUMBIA/BOONE COUNTY HEALTH DEPARTMENT	
MAILING ADDRESS 1005 WEST WORLEY P O BOX 6015	
CITY, STATE, and ZIP CODE COLUMBIA MO 65205-6015	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****	UEI NUMBER: WZR4KM9CBTV3
CONTRACTOR'S AUTHORIZED SIGNATURE E-SIGNED by De'Carlton Seewood on 2024-05-21 12:34:45 GMT	DATE May 21, 2024
PRINTED NAME De'Carlton Seewood	TITLE City Manager
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE <i>5K5</i> <i>Amy Blankenship</i>	DATE MAY 30 2024

APPROVED AS TO FORM:

E-SIGNED by Nancy Thompson  
 By: on 2024-05-17 19:13:12 GMT R.W.  
 Nancy Thompson, City Counselor

**AMENDMENT #02 TO CONTRACT DH230053064**

**CONTRACT TITLE:** HIV Prevention

**CONTRACT PERIOD:** June 1, 2024 through July 31, 2024

The Department of Health and Senior Services hereby exercises its option to extend 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 \$19,152.00 for the period of June 1, 2024 through July 31, 2024.

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

1. Delete Section 5.1 in its entirety and replace with revised Section 5.1 as follows:

- 5.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the following budget categories:

Personnel/Fringe	\$ 11,924.00
Travel/Meetings	\$ 892.00
Operating Expenses	\$ 4,918.00
<u>Indirect Costs</u>	<u>\$ 1,418.00</u>
Total	\$ 19,152.00

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





MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
**CONTRACT FUNDING SOURCE(S)**

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

<b>Tracking #</b>	53064	<b>State:</b> 0%	\$0.00	<b>Federal:</b> 100%	\$181,942.58
<b>Contract Title:</b>	HIV PREVENTION				
<b>Contract Start:</b>	1/1/2023	<b>Contract End:</b>	7/31/2024	<b>Amend#:</b>	02
<b>Vendor Name:</b>	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>	5NU62PS924577-05, 65NU62PS924577-05, 6NU62PS924577-05-05				
<b>Federal Award Name:</b>	INTEGRATED HIV SURVEILLANCE AND PREVENTION PROGRAMS FOR HEALTH DEPARTMENTS				
<b>Federal Award Year:</b>	2022	<b>DHSS #:</b>	PS924577-05A	<b>Federal Obligation:</b>	\$181,942.58

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

**Project Description:**

Funding is provided through this contract to provide comprehensive Human Immunodeficiency Virus (HIV) prevention and testing services within the North Central region.

## EXHIBIT B

### Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" or "Covered Entity," and Spectrum Health Care, a nonprofit corporation organized in the State of Missouri, hereinafter called the "Business Associate," is entered into on the date of the last signatory noted below ("Effective Date"). Business Associate and City are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties desire to enter into an agreement related to Rapid HIV and Hepatitis C testing; and

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

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

#### **1. Definitions**

- a. Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- b. Specific definitions:
  - (i) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Spectrum.
  - (ii) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the City of Columbia on behalf of the Columbia/Boone County Public Health and Human Services Department.
  - (iii) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

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

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

- (i) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (ii) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (iii) Timely report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Said reports shall be in writing and occur no later than 48 hours after Business Associate becomes aware of the disclosure or security incident;
- (iv) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (v) Timely make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- (vi) Timely make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- (vii) Timely maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- (viii) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

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

b. Permitted Uses and Disclosures by Business Associate:

- (i) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Rapid HIV and Hepatitis C Testing Programs Agreement.
- (ii) Business Associate may use or disclose protected health information as required by law.
- (iii) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
- (iv) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below.
- (v) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached in a manner and form consistent with this Business Associate Agreement.

**3. Term**

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

**4. Termination**

- a. Termination for Convenience. With ten (10) days written notice, Covered Entity may terminate this Business Associate Agreement for its convenience.
- b. Termination for Cause. Covered Entity may terminate this Business Associate Agreement for cause if Covered Entity determines Business Associate has violated a material term of the Business Associate Agreement or the Rapid HIV and Hepatitis C Testing Programs

Agreement. Covered Entity shall provide written notice of termination to Business Associate. Said termination notice shall specify the effective date of termination.

## **5. Obligations of Business Associate Upon Termination**

- a. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
  - (i) Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - (ii) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the remaining protected health information that the Business Associate still maintains in any form;
  - (iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
  - (iv) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Business Associate Agreement which applied prior to termination; and
  - (v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- b. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

## **6. Miscellaneous**

- a. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party

shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

- c. Interpretation. Any ambiguity in this Business Associate Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- d. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Business Associate Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

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

*If to City:*

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

*If to Business Associate:*

Spectrum Health Care  
1123 Wilkes Boulevard, Suite 110  
Columbia, MO 65201-4774  
ATTN: Becky J. Acton

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

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

- g. Governing Law and Venue. This Business Associate Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Business Associate Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
- h. General Laws. Business Associate shall comply with all federal, state, and local laws, rules, regulations, and ordinances, including but not limited to Article III of Chapter 12 of the City of Columbia's Code of Ordinances.
- i. No Waiver of Immunities. In no event shall the language of this Business Associate Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
- j. Electronic Signature; Counterparts. This Business Associate Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Business Associate Agreement or any notice delivered pursuant to this Business Associate Agreement, shall be deemed to have the same legal effect as original signatures on this Business Associate Agreement.

[SIGNATURE PAGE FOLLOWS]

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

**SPECTRUM HEALTH CARE:**

By: Becky J. Aeton  
Name: Becky Aeton  
Title: Executive Director  
Date: 3/5/24

**CITY OF COLUMBIA, MISSOURI:**

By: \_\_\_\_\_  
De'Carlon Seewood, City Manager  
Date: \_\_\_\_\_

2/24

**ATTEST:**

\_\_\_\_\_  
Sheela Amin, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy Thompson, City Counselor/rw