

**AGREEMENT**  
**For**  
**PROFESSIONAL SERVICES**  
**Between**  
**THE CITY OF COLUMBIA, MISSOURI**  
**And**  
**CLARK COUNTY, MISSOURI,**  
**For**  
**TITLE X FAMILY PLANNING SERVICES**

THIS AGREEMENT (hereinafter "Agreement") between the City of Columbia, Missouri, a municipal corporation (hereinafter "CITY") and Clark County, Missouri, a political subdivision of the State of Missouri, (hereinafter "COUNTY") is entered into on the date of the last signatory noted below (the "Effective Date"). CITY and COUNTY are each individually referred to herein as a "Party" and collectively as the "Parties."

**WITNESSETH:**

WHEREAS, City desires to engage COUNTY's health department to render certain professional Title X family planning services within COUNTY's jurisdiction pursuant to CITY's Title X contract with Missouri Family Health Council, Inc. (hereinafter "MFHC" as outlined in the Contract with Independent Contractor for Provision of Title X Family Planning Services in Exhibit A; and

WHEREAS, MFHC, consistent with the nonprofit purposes for which it was organized, has received a grant of funds from the United States Department of Health and Human Services (Office of Public Health and Science, Office of Population Affairs, Office of Family Planning) (hereafter referred to as "DHHS") under the authority of Title X of the Public Health Service Act, Section 1001 (hereafter referred to as "Title X funds") to be used to establish and operate voluntary family planning services projects, which shall provide family planning services to all persons desiring such services, with priority for services to persons from low-income families; and

WHEREAS, COUNTY operates voluntary family planning services within its jurisdiction that provide family planning services to all persons desiring such services, with priority for services to persons from low-income families and has agreed to be a subcontractor under CITY's grant agreement with MFHC for federal funding from the aforesaid Title X funds; and

WHEREAS, City desires to engage COUNTY's health department to render certain professional Title X family planning services within COUNTY's jurisdiction pursuant to

CITY's Title X contract with MFHC. as outlined in the Contract with Independent Contractor for Provision of Title X Family Planning Services in Exhibit A; and

WHEREAS, COUNTY represents and warrants that COUNTY is equipped, competent, and able to provide all of the professional services necessary or appropriate in accordance with this Agreement within COUNTY's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

### ARTICLE I

- 1.1 Recitations: All of the Recitations above are material to, and incorporated in, this Agreement.
- 1.2 Consideration: CITY agrees to provide funding from Title X funds it receives from MFHC during the term of this Agreement to COUNTY at the amounts set forth for COUNTY in Section 1.8 pursuant to the terms and conditions of this Agreement and for the purposes and uses set forth in this Agreement in consideration for COUNTY's compliance with all terms and conditions of this Agreement and COUNTY, in consideration for provision of the said funds by CITY, agrees to use said funds exclusively for the purpose of providing voluntary family planning services in compliance with DHHS regulations governing the use of Title X funds, all other applicable Federal and State laws and the terms and conditions set forth herein.
- 1.3 Warranty by COUNTY: COUNTY warrants that it is thoroughly familiar with all Federal and State laws with which it must comply in performing the services described in this Agreement and that it understands that reference to any such laws in this Agreement does not constitute the provision of legal advice or counsel to COUNTY by CITY.
- 1.4 Program Guidelines for Project Grants for Family Planning Services: COUNTY agrees to comply with all provisions of the DHHS Program Requirements for Title

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

<https://opa.hhs.gov/grant-programs/title-x-service-grants/about-title-x-service-grants> and incorporated in its entirety by reference in this Agreement.

1.5 Agreement Term: **April 1, 2023 – March 31, 2024**

1.6 Budget Term: **April 1, 2023 – March 31, 2024**

1.7 Estimated Total Unduplicated Users for 12-month Agreement Term 68

1.8 Base Funding: Columbia/Boone County \$62,015  
 CFDA#93.217: Title X Family Planning  
 Grant #: FPHPA006561

Note: Because the amount of funds provided by MFHC to CITY is subject to revision based upon the availability of funds as set forth in Article IV, Section 4.1 of this Agreement, the amount of funds provided by CITY to COUNTY is also subject to revision based upon the availability of funds as set forth in Article IV, Section 4.1 of this Agreement.

Clark County  
 \$11,020

Lewis County  
\$6,840

In the event that COUNTY serves less than 80% of the unduplicated users projected for this COUNTY and included in the total in Section 1.7, Base Funding will be reduced by \$114 for each client below the 80% threshold by March 1, 2023. In addition to this adjustment, subsequent Base

\$79,875

Funding for future periods may also be adjusted to account for the underserved projected clients.

1.9 Non-Federal Share: \$253,997

1.10 COUNTY Clinic Locations:

Columbia/Boone County  
Department of Public  
Health and Human  
Services  
1005 W Worley  
Columbia, MO 65203

Clark County Health  
Dept.  
670 N. Johnson  
Kahoka, MO 63445

Lewis County Health  
Dept.  
101 State Hwy A  
Monticello, MO 63457

## ARTICLE II

### APPLICABLE LAW

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

Notice”).

### ARTICLE III

#### SCOPE OF SERVICES

- 3.1 Service Facilities: COUNTY shall operate family planning clinic in the location set forth in Section 1.10, or in such other locations as may be mutually agreed upon by the Parties in writing.
- 3.2 Scope of COUNTY Services:
- (a) COUNTY shall provide family planning services during the Agreement Term specified in Section 1.5 to all persons in need of its services regardless of whether the number of such persons exceeds the COUNTY's share of the Estimated Total Unduplicated Users set forth in Section 1.7.
  - (b) COUNTY shall provide family planning services at said location in accordance with the requirements of Title X of the Public Health Service Act, 42 U.S.C. 300, et seq. and all regulations related thereto in Title 42, Code of Federal Regulations, in effect during the Term of this Agreement to all persons requesting such services, without regard to sex, age, marital status, sexual preference, parity, race, disability, or religion.
  - (c) COUNTY shall provide all required family planning services as set forth in 42 CFR Part 59 and by the United States Department of Health and Human Services (“DHHS”) in the “Program Requirements for Title X Funded Family Planning Projects”, Version 1.0 April 2014 and Center for Disease Control and Prevention report “Providing Quality Family Planning Services” Vol. 63/No. 4 April 25, 2014 or as thereafter amended.
  - (d) COUNTY shall provide services in accordance with MFHC's Clinical Program Manual, Subrecipient Policies & Procedures Manual, and COUNTY's family planning work plan, as approved by MFHC and CITY.

- (e) COUNTY agrees that it is a provider as defined by Title X of the Public Health Service Act and understands and agrees, notwithstanding any other provision of law, no provider under Title X of the Public Health Service Act shall be exempt from any State law requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.
- (f) COUNTY certifies that it will encourage family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities.
- (g) COUNTY stipulates that sterilization activities are subject to all provisions of 42 CFR Part 50, Subpart B, "Sterilization of persons in federal assisted Family Planning Project."
- (h) COUNTY shall provide family planning services in accordance with the Title X program priorities as established by the Office of Population Affairs, and report on these activities in the annual progress report. The Title X Program Priorities include all of the legal requirements covered within the Title X statute, regulations, and legislative mandates and specifically includes: (1) advancing health equity through the delivery of Title X service, (2) improving and expanding access to Title X services, and (3) delivering Title X services of the highest quality, which includes the implementation of quality improvement and quality assurance (QI/QA) plan.
- (i) COUNTY must comply with the requirements regarding the provision of family planning services that can be found in the statute (Title X of the Public Health Service Act, 42 U.S.C. 300 et seq.) and the implementing regulations (42 C.F.R Part 59, Subpart A), as applicable. In addition, sterilization of clients as part of the Title X program must be consistent with 42 C.F.R Part 50, Subpart B ("Sterilization of Persons in Federally Assisted Family Planning Projects").
- (j) COUNTY certifies that in accordance with Title X of the Public Health

Service Act Section 1008, none of the funds appropriated under this Agreement shall be used in programs where abortion is a method of family planning.

3.3 Patient's Rights: COUNTY shall provide treatment and services to patients on a voluntary basis. All patients shall have the right to receive or to reject the services offered or provided under the terms of this Agreement. Patients shall be informed of and offered all reasonable and available treatment or non-treatment options.

3.4 CITY and COUNTY Obligations:

- (a) CITY may provide to COUNTY and COUNTY may accept Training, Technical Assistance and Consultation, whereby CITY shall assist COUNTY in its provision of family planning and related services under this Agreement.
- (b) CITY shall assist COUNTY and COUNTY shall cooperate with such assistance in coordinating its family planning services with other Agencies and providers of such services.
- (c) CITY shall provide to COUNTY a time and cost related reporting format which shall be utilized by COUNTY in providing all information as and in the manners requested by MFHC and CITY, to ensure that grant monies are used in appropriate and legal manners.
- (d) CITY and MFHC shall direct COUNTY and COUNTY shall cooperate with CITY and MFHC and others in the development of a unified system for gathering, evaluating and reporting statistical data related to its provision of services.

- (e) COUNTY shall designate a person as its Representative who shall attend meetings conducted by MFHC and/or CITY concerning the subject matter of this Agreement. The meetings shall be known as Agency Representative Committee (ARC) meetings. MFHC and/or CITY shall provide a schedule of ARC meetings to COUNTY. Unless otherwise provided by CITY, attendance by COUNTY's Representative, or their designee, is mandatory.
- (f) COUNTY shall send a minimum of one (1) representative to the state family planning conference coordinated by MFHC.

## **ARTICLE IV**

### **AGREEMENT FUNDS**

4.1 Funding of Program: The funds MFHC has agreed to provide to CITY and that CITY has agreed to provide to COUNTY in accordance with and subject to the terms and conditions of this Agreement in the amount set forth in Section 1.8 are Title X funds expected to be provided to CITY from MFHC by DHHS. CITY does not control and cannot warrant the amount of Title X funding it will receive during this Agreement Term. If CITY does not receive sufficient Title X funds during this Agreement Term to provide the amount set forth in Section 1.8 to COUNTY, CITY reserves the right to alter the amount set forth in Section 1.8 unilaterally and without consent of COUNTY and will provide timely notice of such amendment to COUNTY pursuant to Section 7.6. Any such alteration of the amount set forth in Section 1.8 shall not constitute a failure to provide promised consideration or a breach of this Agreement by CITY. COUNTY shall use all reasonable efforts to obtain all available first- and third-party reimbursement, including, if deemed appropriate, patient fees. All Program Income (as defined in 2 CFR § 200.80) earned during the period of this Agreement shall be retained by COUNTY and used to further the objectives of Title X of the Public Health Service Act. Performance goals for the current Agreement period are as follows:

- a. 55% of unduplicated users served are under 150% of Federal Poverty



Level;

- b. 10% of unduplicated users served are male;
- c. 25% of unduplicated users served are adolescents;
- d. 60% of female users 24 and younger are screened for Chlamydia annually;
- e. 25% of unduplicated users are screened for HIV

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

4.3 Compliance with Regulations: COUNTY shall comply with all applicable laws, ordinances, rules and regulations, guidelines and executive orders (federal, state and/or local) relating to the use of Title X funds and COUNTY operations including, but not limited to, federal agency Codification of Government-wide Grants Requirements incorporated herein by reference. Other applicable federal requirements include but may not be limited to:

| <u>Regulation:</u>      | <u>Nonprofit Agency</u>  | <u>Government Agency</u>        |
|-------------------------|--------------------------|---------------------------------|
| <b>OMB</b>              |                          |                                 |
| Admin. Requirements     | 2 CFR Part 200           | 45 CFR Part 75 & 2 CFR Part 200 |
| Cost Principles         | 2 CFR Part 200           | 45 CFR Part 75 & 2 CFR Part 200 |
| Audit Guidelines        | 2 CFR Part 200 Subpart F | 2 CFR Part 200 Subpart F        |
| <b>DHHS</b>             |                          |                                 |
| Admin. Requirements     | 2 CFR Part 200           | 2 CFR Part 75 & 2 CFR Part 200  |
| Grants Policy Statement | January 1, 2007          | January 1, 2007                 |

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

## **ARTICLE V**

### **RECORDS AND REPORTS**

- 5.1 Books, Records, Documents and Accounts: COUNTY shall maintain separate accounting records with respect to this Agreement. At a minimum, such records shall include: (1) Receipt and disbursement journals; (2) Supporting documentation as to source and explanation of monies received or paid; and, (3) general ledger records. Upon reasonable notice, MFHC or CITY may at any time audit or cause to be audited COUNTY'S records (financial and operational, including medical records, as relevant to this Agreement) and COUNTY shall cooperate fully in effecting any such audit. COUNTY agrees and understands that DHHS shall have the same above described audit rights as MFHC and CITY.
- 5.2 Retention of Books, Records and Documents: All records and supporting documents relating directly or indirectly to this Agreement shall be retained by

COUNTY for a period of three years following the close of the applicable Agreement year, except that if an audit by or on behalf of MFHC, CITY or the federal government has begun but has not been completed within said three-year period, or if questions or problems raised by any such audit have not been resolved within said three-year period, all such records and documents shall be retained until the resolution of any audit issues, questions or problems.

- 5.3 Access to Books, Records and Documents: CITY, MFHC, DHHS, the Comptroller General of the United States, or any of their duly authorized representatives shall have full and ready access to all books, documents, medical records, accounts, papers and records of COUNTY required in their sole and absolute judgment for the purpose of auditing COUNTY's compliance with the terms and conditions of this Agreement.
- 5.4 Reports: COUNTY shall prepare and submit the following reports to CITY:

**Report**

**Due Date**

Revenue and Expenditure

15 calendar days after the quarter end

(Any pending or requested payments to the COUNTY will be held until the CITY's report is submitted and received by MFHC)

Cash Request

15th of each month for succeeding month

Progress Report

To Be Announced

Financial & Compliance Audit

Within 9 months of end of COUNTY fiscal year

Agreement or Application Packet

As requested

Work Plan

1<sup>st</sup> quarter - July 15, 2<sup>nd</sup> Quarter - October 15, 3<sup>rd</sup> Quarter - January 15, 4<sup>th</sup> Quarter - April 15

Clinic Visit Record (CVR) Data

10th of each month for the preceding month; calendar year data must be submitted no later than 30 days after the calendar year end; Additional data elements will be required to be reported starting 1/1/23 per FPAR 2.0 requirements. Additional information on these elements can be found at: <https://opa.hhs.gov/research-evaluation/title-x-services-research/family-planning-annual-report/fpar2>

Such other reports that MFHC or CITY may reasonably require

As requested

## ARTICLE VI

### SECURITY, BREACH, PRIVACY, CONFIDENTIALITY

- 6.1 Compliance with Law: COUNTY shall comply with all applicable Federal and State statutes, regulations and rules regarding the security, breach notification, privacy and confidentiality of all information and records obtained and/or maintained by COUNTY concerning all persons to whom it provides services pursuant to this Agreement. All such information and records shall be protected by the COUNTY from unauthorized use or disclosure by means of appropriate administrative, technical, and physical safeguards.
- 6.2 Individually Identifiable Health Information and Protected Health Information: COUNTY understands that in the course of providing services pursuant to this Agreement it will obtain and maintain Individually Identifiable Health Information and Protected Health Information as defined by 45 CFR § 160.103. COUNTY warrants that it understands all requirements regarding security, breach notification and privacy of Individually Identifiable Health Information and Protected Health Information and that it will comply with all Federal and State laws regarding

Individually Identifiable Health Information and Protected Health Information including but not limited to the HIPAA, HITECH, Missouri Breach Notice and any amendments and modifications thereto that become effective during this Agreement Term.

- 6.3 De-identified Health Information: COUNTY understands and agrees MFHC and CITY do not maintain any Individually Identifiable Health Information and Protected Health Information as defined by 45 CFR § 160.103 concerning persons served by COUNTY at MFHC's or CITY's office in either paper or electronic format and further agrees that for reporting purposes it will transmit to CITY for MFHC only health information that meets the standard and implementation specifications for de-identification established by 45 CFR §§164.514(a) and (b).
- 6.4 Business Associate Agreement with MFHC: COUNTY understands and agrees that MFHC and CITY staff and/or agents will review records maintained by COUNTY at COUNTY's location(s) that contain Individually Identifiable Health Information and Protected Health Information as defined by 45 CFR § 160.103 concerning persons served by COUNTY for purposes of the administration of the terms and conditions of this Agreement. COUNTY will provide a HIPAA-HITECH compliant Business Associate Agreement to be executed by MFHC or CITY staff and/or agents prior to their review of any records maintained by COUNTY at COUNTY's location(s) that contain Individually Identifiable Health Information and Protected Health Information.

## ARTICLE VII

- 7.1 Assignment: This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 7.2 Sub-contracting for the Provision of Services: If family planning services under this Agreement are to be provided by COUNTY through a Subcontractor, COUNTY is fully responsible and accountable for ensuring that any such Subcontractor complies fully with all terms and conditions of this Agreement and all legal requirements stated herein and executes a HIPAA-HITECH compliant Business

Associate Agreement prior to receiving access to any Individually Identifiable Health Information and Protected Health Information as defined by 45 CFR § 160.103. To the extent not prohibited by law and without waiving sovereign immunity, COUNTY shall indemnify and hold harmless MFHC and CITY from any and all damages resulting from its failure to execute proper contractual documents with its subcontractor and from the failure of any of its subcontractors to comply with the terms and conditions of this Agreement and shall defend, indemnify and hold MFHC and CITY harmless from any claims resulting from alleged or actual acts, conduct or omissions of any such subcontractor, its employees, agents, staff or personnel. No subcontractor may be engaged or disengaged by COUNTY except after giving written notice pursuant to Section 7.6 to CITY thirty (30) days in advance of any such proposed engagement or disengagement and CITY, in its sole and absolute discretion may refuse to permit COUNTY to engage or disengage any such subcontractor. Nothing herein shall constitute a waiver of sovereign immunity.

- 7.3 Modifications of Agreement: This Agreement contains the entire agreement of the Parties and may be modified only in writing executed by both Parties.
- 7.4 Disputes: The Parties shall attempt amicably to resolve any disputes between them. Nothing in this Agreement shall be deemed to deny either Party its right to seek and obtain injunctive or other equitable relief from any court of competent jurisdiction with respect to the terms of this Agreement or the rights between the Parties. The Parties consent to the jurisdiction of the Circuit Court of Boone County, Missouri and of the United States District Court for the Western District of Missouri for injunctive, specific performance or other relief.
- 7.5 Termination - Failure to Perform: If either Party fails to perform in full in a timely manner any term or condition of this Agreement or to fulfill its duties contemplated herein, including if the organization loses tax-exempt status, and such Party fails to bring itself into full compliance within twenty days after receipt of written notice given pursuant to Section 7.6 of such non-compliance from the other Party, this Agreement may be terminated within thirty days of the date of such notice at the

election of the notifying Party. This Agreement may also be terminated by CITY for circumstances beyond the control of CITY including but not limited to the reduction or elimination of program funding by DHHS. Upon termination, COUNTY shall refund to CITY any unexpended monies for the provision of services pursuant to this Agreement.

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

|               |   |
|---------------|---|
| If to MFHC:   | Executive Director<br>Missouri Family Health Council, Inc.<br>Post Office Box 104475<br>Jefferson City, MO 65110-4475 |
| If to COUNTY: | Administrator<br>Clark County Health Department<br>670 N Johnson St, P.O. Box 12<br>Kahoka, MO 63445                  |
| If to CITY:   | Director<br>City of Columbia Public Health and Human<br>Services Department<br>1005 W Worley<br>Columbia, MO 65203    |

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

- 7.7 Independent Contractor: The Parties agree and acknowledge that COUNTY is an independent Contractor with regard to the delivery of all services and the carrying out of its programs referred to in this Agreement; that MFHC and CITY shall not be liable for any acts, conduct or omissions of COUNTY, its employees, agents, staff or personnel with regard to COUNTY's obligations pursuant to this Agreement and that COUNTY, to the extent not prohibited by law, shall defend, indemnify and



hold MFHC and CITY harmless from any such claims alleged to have resulted from any such acts, conduct or omissions of COUNTY, its employees, agents, staff or personnel. Nothing herein shall constitute a waiver of sovereign immunity.

7.8 Assurances of Compliance: COUNTY certifies and warrants that it:

- (a) Will comply with all Federal statutes, state statutes as well as any local laws and ordinances and all rules and regulations relating to non-discrimination. These include but are not limited to: (1) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §200(d), et seq.), which prohibits discrimination on the basis of race, color or national origin; (2) Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. §2000(e), et seq.), which prohibits discrimination in employment on the basis of race, color or religion, sex or national origin; (3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (4) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (5) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (6) the Americans with Disabilities Act, as amended (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability; (7) the Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. §1101, et seq.), relating to nondiscrimination on the basis of drug abuse; (8) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended (21 U.S.C. §801, et seq.), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (9) §§ 523 and 527 of the Public Health Service Act of 1912 as amended (42 U.S.C. 290 dd-3 and 290 ee-3), relating to confidentiality of alcohol and drug abuse patient records; (10) Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. § 3601 et seq.), relating to non-discrimination in the sale, rental or financing of housing; (11) the compliance requirements of E.O. 11246, "Equal Employment Opportunity,"

as amended by E.O. 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor"; (12) the requirements of the Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.); (13) the Public Health Service Act (42 U.S.C. 256 et. seq.) prohibiting the reselling or otherwise transferring of any outpatient drug, other than to outpatients, and the audit provisions under such Act; (14) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (15) The Privacy Act of 1974, 5 U.S.C. § 552a as amended and (16) the requirements of any other nondiscrimination statute(s) which may apply to the performance of this Agreement.

- (b) Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. The Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) requiring certifications that lobbying has not been engaged in with federal funds, as well as any state and local laws and ordinances pertaining to political activities and lobbying.
- (c) Will comply with the Natural Research Act, 42 U.S.C. §289, et seq., regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- (d) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as subsequently amended, and 2 CFR Part 200 Subpart F.
- (e) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
- (f) Will comply with the HHS Appropriations Act that requires, when issuing

statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money shall clearly state the percentage and dollar amount of the total costs of the program or project which will be financed with Federal money and the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- (g) Will comply with the restrictions on lobbying set out in 45 CFR Part 93. In addition, the COUNTY shall comply with the restrictions on COUNTY lobbying in section 503 of the FY 2005 Appropriations Act, as follows:
  - a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
  - b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or Agreement recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- (h) By signing and submitting this Agreement, the undersigned (authorized official signing for COUNTY) certifies that the COUNTY will continue to provide a drug-free workplace in accordance with 45 CFR Part 76.
- (i) By signing and submitting this Agreement, the undersigned (authorized official signing for COUNTY) certifies that reasonable safeguards are in place to assure compliance with the provision of Section 340B of the Public Health Service Act that prohibit Drug Diversion and Double Discounts/Rebates.

- (j) Comply with the Missouri Human Rights Laws as set forth in Chapter 213 of the Revised Statutes of Missouri, as amended.
- (k) Will comply with the Missouri Indoor Clean Air Act, Sections 191.765, et seq., RSMo. (2000), as amended, and any rules or regulations promulgated thereunder.
- (l) Will comply with the provisions of Section 191.665, RSMo. (2000) prohibiting discrimination on the basis of HIV status.
- (m) COUNTY and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or COUNTY;

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

- 7.9 Additional Documents: COUNTY agrees to execute such other assurances and certifications, which may be required by CITY, MFHC, DHHS or any government department or COUNTY. Further, COUNTY agrees to be bound by all provisions contained in the Agreement and Program Guidelines.
- 7.10 Severability: If an Arbitrator or Court of competent jurisdiction shall declare any provision of this Agreement to be invalid, illegal or unenforceable, that provision shall be severed from this Agreement and all the remaining provisions shall continue in full force and effect. The invalidity, illegality or unenforceability of any term of the Agreement shall not affect the validity, legality or enforceability of the remaining terms, however, if permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to other provisions of this Agreement.
- 7.11 Survival of Covenants: Any provision in this Agreement which is specifically stated to survive the termination of this Agreement and any provision which, by its terms, cannot be performed prior to the termination of this Agreement or which, by its terms, continues beyond the term of this Agreement, or which provide for any

reports, payments or require dispute resolution or defense and indemnification of MFHC and CITY by COUNTY shall be deemed to survive the termination of this Agreement.

- 7.12 No Waiver: Failure of CITY at any time to require strict performance of any provision of this Agreement shall not be considered to be a waiver of any breach, or of any succeeding breach, of such provision by COUNTY or a waiver of CITY's right to take any action against COUNTY based on COUNTY's breach that is permitted under this Agreement.
- 7.13 Force Majeure: If CITY is delayed or prevented from fulfilling its obligations under this Agreement by Force Majeure, CITY shall not be liable under this Agreement for the delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party, including but not limited to acts of God, civil or military disruption, terrorism, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 7.14 Captions: The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.
- 7.15 Subject to Appropriations. 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.
- 7.16 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.
- 7.17 Electronic Signature; Counterparts. 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.

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

**CLARK COUNTY, MISSOURI:**

By: Clark County Health Department

Name: Evelina Suttonfield

Title: RN, Administrator

Date: 5-11-23

**CITY OF COLUMBIA, MISSOURI:**

*SKB*

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

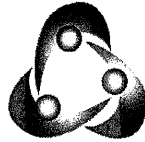
Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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



**Missouri Family  
Health Council, Inc.**

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

THIS CONTRACT (hereafter referred to as the “Contract”), effective as of the 1<sup>st</sup> day of April, is made by and between Missouri Family Health Council, Inc., (hereafter referred to as “MFHC”) and City of Columbia (hereafter referred to as “AGENCY”). MFHC and AGENCY are sometimes referred to in this Contract individually as a “Party” and collectively as the “Parties”.

MFHC, consistent with the nonprofit purposes for which it was organized, has received a grant of funds from the United States Department of Health and Human Services (Office of Public Health and Science, Office of Population Affairs, Office of Family Planning) (hereafter referred to as “DHHS”) under the authority of Title X of the Public Health Service Act, Section 1001 (hereafter referred to as “Title X funds”) to be used to establish and operate voluntary family planning services projects, which shall provide family planning services to all persons desiring such services, with priority for services to persons from low-income families.

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

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

**ARTICLE I**

- 1.1 **Recitations:** All of the Recitations above are material to, and incorporated in, this Contract.
- 1.2 **Consideration:** MFHC agrees to provide funding from Title X funds it receives during the term of this Contract to AGENCY pursuant to the terms and conditions of this Contract and for the purposes and uses set forth in this Contract in consideration for AGENCY’s compliance with all terms and conditions of this Contract and AGENCY, in consideration for provision of the said funds by MFHC, agrees to use said funds exclusively for the purpose of providing voluntary family planning services in compliance with DHHS regulations governing the use of Title X funds, all other applicable Federal and State laws and the terms and conditions set forth herein.
- 1.3 **Warranty by AGENCY:** AGENCY warrants that it is thoroughly familiar with all Federal and

State laws with which it must comply in performing the services described in this Contract and that it understands that reference to any such laws in this Contract does not constitute the provision of legal advice or counsel to AGENCY by MFHC.

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

<https://opa.hhs.gov/grant-programs/title-x-service-grants/about-title-x-service-grants>

and incorporated in its entirety by reference in this Contract.

1.5 Contract Term: **April 1, 2023 – March 31, 2024**

1.6 Budget Term: **April 1, 2023 – March 31, 2024**

1.7 Estimated Total Unduplicated Users for 12-month Contract Term 368  
(based on # in application)

1.8 Base Funding: Columbia/Boone \$62,015  
CFDA#93.217: Title X Family Planning County  
Grant #: FPHPA006561

Clark County \$11,020

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

Lewis County \$6,840

\$79,875

In the event that City of Columbia is falling significantly below expenditures than what would be expected in quarterly revenue and expenditure reports, MFHC may withhold funding in order to bring revenue in-line with expenditures.

1.9 Non-Federal Share: \$253,997

1.10 AGENCY Clinic Locations:

Columbia/Boone County  
PHHS  
1005 West Worley Street  
Columbia, MO 65203

Clark County Health  
Department  
670 N Johnson  
Kahoka, MO 63445

Lewis County Health  
Department  
101 State Highway A  
Monticello, MO 63457



**ARTICLE II**  
**APPLICABLE LAW**

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

**ARTICLE III**  
**SCOPE OF SERVICES**

- 3.1 **Service Facilities:** AGENCY shall operate family planning clinics in the location(s) set forth in Section 1.10, or in such other locations as may be mutually agreed upon by the Parties in writing.
- 3.2 **Scope of Subrecipient Agency Services:**
- (a) AGENCY shall provide family planning services during the Contract Term specified in Section 1.5 to all persons in need of its services regardless of whether the number of such persons exceeds the Estimated Total Unduplicated Users set forth in Section 1.7.
  - (b) AGENCY shall provide family planning services at all said location(s) in accordance with the requirements of Title X of the Public Health Service Act, 42 U.S.C. 300, et seq. and all regulations related thereto in Title 42, Code of Federal Regulations, in effect during the Term of this Contract to all persons requesting such services, without regard to sex, age, marital status, sexual preference, parity, race, disability, or religion.
  - (c) AGENCY shall provide all required family planning services as set forth in 42 CFR Part 59 and by the United States Department of Health and Human Services (“DHHS”) in the "Program Requirements for Title X Funded Family Planning Projects", Version 1.0 April 2014 and Center for Disease Control and Prevention report “Providing Quality Family Planning Services” Vol. 63/No. 4 April 25, 2014 or as thereafter amended.
  - (d) AGENCY shall provide services in accordance with MFHC's Clinical Program Manual, Subrecipient Policies & Procedures Manual, and AGENCY's family planning work plan, as approved by MFHC.

- (e) AGENCY agrees that it is a provider as defined by Title X of the Public Health Service Act and understands and agrees, notwithstanding any other provision of law, no provider under Title X of the Public Health Service Act shall be exempt from any State law requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.
- (f) AGENCY certifies that it will encourage family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities.
- (g) Agency stipulates that sterilization activities are subject to all provisions of 42 CFR Part 50, Subpart B, "Sterilization of persons in federal assisted Family Planning Project."
- (h) AGENCY shall provide family planning services in accordance with the Title X program priorities as established by the Office of Population Affairs, and report on these activities in the annual progress report. The Title X Program Priorities include all of the legal requirements covered within the Title X statute, regulations, and legislative mandates and specifically includes: (1) advancing health equity through the delivery of Title X service, (2) improving and expanding access to Title X services, and (3) delivering Title X services of the highest quality, which includes the implementation of quality improvement and quality assurance (QI/QA) plan.
- (i). AGENCY must comply with the requirements regarding the provision of family planning services that can be found in the statute (Title X of the Public Health Service Act, 42 U.S.C. 300 et seq.) and the implementing regulations (42 C.F.R Part 59, Subpart A), as applicable. In addition, sterilization of clients as part of the Title X program must be consistent with 42 C.F.R Part 50, Subpart B ("Sterilization of Persons in Federally Assisted Family Planning Projects").
- (j) AGENCY certifies that in accordance with Title X of the Public Health Service Act Section 1008, none of the funds appropriated under this contract shall be used in programs where abortion is a method of family planning.

3.3 Patient's Rights: AGENCY shall provide treatment and services to patients on a voluntary basis. All patients shall have the right to receive or to reject the services offered or provided under the terms of this Contract. Patients shall be informed of and offered all reasonable and available treatment or non-treatment options.

3.4 MFHC and AGENCY Obligations:

- (a) MFHC may provide to AGENCY and AGENCY may accept Training, Technical Assistance and Consultation, whereby MFHC shall assist AGENCY in its provision of family planning and related services under this Contract.
- (b) MFHC shall assist AGENCY and AGENCY shall cooperate with such assistance in coordinating its family planning services with other Agencies and providers of such services.
- (c) MFHC shall provide to AGENCY a time and cost related reporting format which shall be utilized by AGENCY in providing all information as and in the manners requested by MFHC, to ensure that grant monies are used in appropriate and legal manners.
- (d) MFHC shall direct AGENCY and AGENCY shall cooperate with MFHC and others in the development of a unified system for gathering, evaluating and reporting statistical data related to its provision of services.
- (e) AGENCY shall designate a person as its Representative who shall attend meetings conducted by MFHC concerning the subject matter of this Contract. The meetings shall be known as Agency Representative Committee (ARC) meetings. MFHC shall provide a schedule of ARC meetings to AGENCY. Attendance by AGENCY's Representative, or their designee, is mandatory.
- (f) AGENCY shall send a minimum of one (1) representative to the state family planning conference coordinated by MFHC.

**ARTICLE IV**

**CONTRACT FUNDS**

- 4.1 Funding of Program: The funds MFHC has agreed to provide to AGENCY in accordance with and subject to the terms and conditions of this Contract and subject to the approved budget and proposal of AGENCY, in the amount set forth in Section 1.8 are Title X funds expected to be provided to MFHC by DHHS. MFHC does not control and cannot warrant the amount of Title X funding it will receive during this Contract Term. If MFHC does not receive sufficient Title X funds during this Contract Term to provide the amount set forth in Section 1.8 to AGENCY, MFHC reserves the right to alter the amount set forth in Section 1.8 unilaterally and without consent of AGENCY and will provide timely notice of such amendment to AGENCY pursuant to Section 7.6. Any such alteration of the amount set forth in Section 1.8 shall not constitute a failure to provide promised consideration or a breach of this Contract by MFHC. Agency shall use all

reasonable efforts to obtain all available first- and third-party reimbursement, including, if deemed appropriate, patient fees. All Program Income (as defined in 2 CFR § 200.80) earned during the period of this Contract shall be retained by AGENCY and used to further the objectives of Title X of the Public Health Service Act. Performance goals for the current contract period are as follows:

- a. 55% of unduplicated users served are under 150% of Federal Poverty Level;
- b. 10% of unduplicated users served are male;
- c. 20% of unduplicated users served are adolescents;
- d. 63% of female users 24 and younger are screened for Chlamydia annually;
- e. 25% of unduplicated users are screened for HIV

4.2 Method of Payment: MFHC will pay one month’s funds to AGENCY (1/12 of the contract) via ACH no later than the 5<sup>th</sup> business day of the month, monthly after execution of contract.

In no event shall MFHC be obligated to pay AGENCY more than the previously approved grant amount or any monthly pro-rata portion thereof.

4.3 Compliance with Regulations: AGENCY shall comply with all applicable laws, ordinances, rules and regulations, guidelines and executive orders (federal, state and/or local) relating to the use of Title X funds and AGENCY operations including, but not limited to, federal agency Codification of Government-wide Grants Requirements incorporated herein by reference.

Other applicable federal requirements include but may not be limited to:

| <u>Regulation:</u>      | <u>Nonprofit AGENCY</u>  | <u>Government AGENCY</u>        |
|-------------------------|--------------------------|---------------------------------|
| <b>OMB</b>              |                          |                                 |
| Admin. Requirements     | 2 CFR Part 200           | 45 CFR Part 75 & 2 CFR Part 200 |
| Cost Principles         | 2 CFR Part 200           | 45 CFR Part 75 & 2 CFR Part 200 |
| Audit Guidelines        | 2 CFR Part 200 Subpart F | 2 CFR Part 200 Subpart F        |
| <b>DHHS</b>             |                          |                                 |
| Admin. Requirements     | 2 CFR Part 200           | 2 CFR Part 75 & 2 CFR Part 200  |
| Grants Policy Statement | January 1, 2007          | January 1, 2007                 |

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

## ARTICLE V

### RECORDS AND REPORTS

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

5.4 Reports: AGENCY shall prepare and submit the following reports:

| <u>Report</u>                                       | <u>Due Date</u>   |
|---|---|
| Revenue and Expenditure                             | 20 calendar days after the quarter end<br><br>(Any payments to the Agency will be held until the report is submitted and received by MFHC)        |
| Progress Report                                     | To Be Announced   |
| Financial & Compliance Audit                        | Within 9 months of end of agency fiscal year  |
| Contractor Application Packet                       | As requested  |
| Work Plan   | 1 <sup>st</sup> quarter - July 15, 2 <sup>nd</sup> Quarter - October 15, 3 <sup>rd</sup> Quarter - January 15, 4 <sup>th</sup> Quarter - April 15 |
| Clinic Visit Record (CVR) Data                      | 10th of each month for the preceding month; calendar year data must be submitted no later than 30 days after the calendar year end.               |
| Such other reports that MFHC may reasonably require | As requested  |

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

- 6.1 Compliance with Law: AGENCY shall comply with all applicable Federal and State statutes, regulations and rules regarding the security, breach notification, privacy and confidentiality of all information and records obtained and/or maintained by AGENCY concerning all persons to whom it provides services pursuant to this Contract. All such information and records shall be protected by the AGENCY from unauthorized use or disclosure by means of appropriate administrative, technical, and physical safeguards.
- 6.2 Individually Identifiable Health Information and Protected Health Information: AGENCY understands that in the course of providing services pursuant to this Contract it will obtain and maintain Individually Identifiable Health Information and Protected Health Information as defined by 45 CFR § 160.103. AGENCY warrants that it understands all requirements regarding security, breach notification and privacy of Individually Identifiable Health Information and Protected Health Information and that it will comply with all Federal and State laws regarding Individually

Identifiable Health Information and Protected Health Information including but not limited to the HIPAA, HITECH, Missouri Breach Notice and any amendments and modifications thereto that become effective during this Contract Term.

- 6.3 De-identified Health Information: AGENCY understands and agrees MFHC may require the receipt of Individually Identifiable Health Information and Protected Health Information as defined by 45 CFR § 160.103 concerning persons served by AGENCY at MFHC's office in either paper or electronic format to fulfill reporting requirements. AGENCY further agrees that, unless MFHC requires Individually Identifiable Health Information and Protected Health Information for reporting purposes, AGENCY will transmit to MFHC only health information that meets the standard and implementation specifications for de-identification established by 45 CFR §§164.514(a) and (b).
- 6.4 Business Associate Agreement with MFHC: AGENCY understands and agrees that MFHC staff and/or agents will review records maintained by AGENCY at AGENCY's location(s) that contain Individually Identifiable Health Information and Protected Health Information as defined by 45 CFR § 160.103 concerning persons served by AGENCY for purposes of the administration of the terms and conditions of this Contract. AGENCY will provide a HIPAA-HITECH compliant Business Associate Agreement to be executed by MFHC staff and/or agents prior to their review of any records maintained by AGENCY at AGENCY's location(s) that contain Individually Identifiable Health Information and Protected Health Information.

## ARTICLE VII

- 7.1 Assignment: This Contract may not be assigned by either Party without the prior written consent of the other Party.
- 7.2 Sub-Contracting for the Provision of Services: If family planning services under this Contract are to be provided by AGENCY through a Subcontractor, AGENCY is fully responsible and accountable for ensuring that any such Subcontractor complies fully with all terms and conditions of this Contract and all legal requirements stated herein and executes a HIPAA-HITECH compliant Business Associate Agreement prior to receiving access to any Individually Identifiable Health Information and Protected Health Information as defined by 45 CFR § 160.103. To the extent not prohibited by law and without waiving sovereign immunity, AGENCY shall indemnify and hold harmless MFHC from any and all damages resulting from its failure to execute proper contractual documents with its subcontractors and from the failure of any of its subcontractors to comply with the terms and conditions of this Contract and shall defend, indemnify and hold MFHC harmless from any claims resulting from alleged or actual acts, conduct or omissions of

any such subcontractor, its employees, agents, staff or personnel. No subcontractor may be engaged or disengaged by AGENCY except after giving written notice pursuant to Section 7.6 to MFHC thirty (30) days in advance of any such proposed engagement or disengagement and MFHC, in its sole and absolute discretion may refuse to permit AGENCY to engage or disengage any such subcontractor. Nothing herein shall constitute a waiver of sovereign immunity.

- 7.3 Modifications of Contract: This Contract contains the entire agreement of the Parties and may be modified only in writing executed by both Parties.
- 7.4 Disputes: The Parties shall attempt amicably to resolve any disputes between them. Nothing in this Contract shall be deemed to deny either Party its right to seek and obtain injunctive or other equitable relief from any court of competent jurisdiction with respect to the terms of this Contract or the rights between the Parties. The Parties consent to the jurisdiction of the Circuit Court of Cole County, Missouri and of the United States District Court for the Western District of Missouri for injunctive, specific performance or other relief.
- 7.5 Termination - Failure to Perform: If either Party fails to perform in full in a timely manner any term or condition of this Contract or to fulfill its duties contemplated herein, including if the organization loses tax-exempt status, and such Party fails to bring itself into full compliance within twenty days after receipt of written notice given pursuant to Section 7.6 of such non-compliance from the other Party, this Contract may be terminated within thirty days of the date of such notice at the election of the notifying Party. This contract may also be terminated by MFHC for circumstances beyond the control of MFHC including but not limited to the reduction or elimination of program funding by DHHS. Upon termination, AGENCY shall refund to MFHC any unexpended monies for the provision of services pursuant to this Contract.
- 7.6 Notices: All notices concerning this Contract shall be in writing and shall be deemed to have been duly given, if hand-delivered, if delivered by commercial courier service, or if mailed by certified or registered mail, return receipt requested, all delivery or postage charges pre-paid, to the following:

|               |  |
|---------------|--|
| If to MFHC:   | Executive Director<br>Missouri Family Health Council, Inc.<br>Post Office Box 104475<br>Jefferson City, MO 65110-4475    |
| If to AGENCY: | Director<br>City of Columbia<br>Department of Public Health and Human Services<br>1005 West Worley<br>Columbia, MO 65203 |



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

7.7 Independent Contractor: The Parties agree and acknowledge that AGENCY is an independent contractor with regard to the delivery of all services and the carrying out of its programs referred to in this Contract; that MFHC shall not be liable for any acts, conduct or omissions of AGENCY, its employees, agents, staff or personnel with regard to AGENCY's obligations pursuant to this Contract and that AGENCY shall defend, indemnify and hold MFHC harmless from any such claims alleged to have resulted from any such acts, conduct or omissions of AGENCY, its employees, agents, staff or personnel.

7.8 Assurances of Compliance: AGENCY certifies and warrants that it:

- (a) Will comply with all Federal statutes, state statutes as well as any local laws and ordinances and all rules and regulations relating to non-discrimination. These include but are not limited to: (1) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §200(d), et seq.), which prohibits discrimination on the basis of race, color or national origin; (2) Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. §2000(e), et seq.), which prohibits discrimination in employment on the basis of race, color or religion, sex or national origin; (3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (4) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (5) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (6) the Americans with Disabilities Act, as amended (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability; (7) the Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. §1101, et seq.), relating to nondiscrimination on the basis of drug abuse; (8) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended (21 U.S.C. §801, et seq.), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (9) §§ 523 and 527 of the Public Health Service Act of 1912 as amended (42 U.S.C. 290 dd-3 and 290 ee-3), relating to confidentiality of alcohol and drug abuse patient records; (10) Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. § 3601 et seq.), relating to non-discrimination in the sale, rental or financing of housing; (11) the compliance requirements of E.O. 11246, "Equal Employment Opportunity," as amended

by E.O. 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"; (12) the requirements of the Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.); (13) the Public Health Service Act (42 U.S.C. 256 et. seq.) prohibiting the reselling or otherwise transferring of any outpatient drug, other than to outpatients, and the audit provisions under such Act; (14) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (15) The Privacy Act of 1974, 5 U.S.C. § 552a as amended and (16) the requirements of any other nondiscrimination statute(s) which may apply to the performance of this Contract.

- (b) Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. The Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) requiring certifications that lobbying has not been engaged in with federal funds, as well as any state and local laws and ordinances pertaining to political activities and lobbying.
- (c) Will comply with the Natural Research Act, 42 U.S.C. §289, et seq., regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- (d) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as subsequently amended, and 2 CFR Part 200 Subpart F.
- (e) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
- (f) Will comply with the HHS Appropriations Act that requires, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money shall clearly state the percentage and dollar amount of the total costs of the program or project which will be financed with Federal money and the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- (g) Will comply with the restrictions on lobbying set out in 45 CFR Part 93. In addition, the AGENCY shall comply with the restrictions on AGENCY lobbying in section 503 of the

FY 2005 Appropriations Act, as follows:

- a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
- b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- (h) By signing and submitting this Contract, the undersigned (authorized official signing for AGENCY) certifies that the AGENCY will continue to provide a drug-free workplace in accordance with 45 CFR Part 76.
- (i) By signing and submitting this Contract, the undersigned (authorized official signing for AGENCY) certifies that reasonable safeguards are in place to assure compliance with the provision of Section 340B of the Public Health Service Act that prohibit Drug Diversion and Double Discounts/Rebates.
- (j) Comply with the Missouri Human Rights Laws as set forth in Chapter 213 of the Revised Statutes of Missouri, as amended.
- (k) Will comply with the Missouri Indoor Clean Air Act, Sections 191.765, et seq., RSMo. (2000), as amended, and any rules or regulations promulgated thereunder.
- (l) Will comply with the provisions of Section 191.665, RSMo. (2000) prohibiting discrimination on the basis of HIV status.
- (m) Agency and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

- 7.10 Severability: If an Arbitrator or Court of competent jurisdiction shall declare any provision of this Contract to be invalid, illegal or unenforceable, that provision shall be severed from this Contract and all the remaining provisions shall continue in full force and effect. The invalidity, illegality or unenforceability of any term of the Contract shall not affect the validity, legality or enforceability of the remaining terms, however, if permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to other provisions of this Contract.
- 7.11 Survival of Covenants: Any provision in this Contract which is specifically stated to survive the termination of this Contract and any provision which, by its terms, cannot be performed prior to the termination of this Contract or which, by its terms, continues beyond the term of this Contract, or which provide for any reports, payments or require dispute resolution or defense and indemnification of MFHC by AGENCY shall be deemed to survive the termination of this Contract.
- 7.12 No Waiver: Failure of MFHC at any time to require strict performance of any provision of this Contract shall not be considered to be a waiver of any breach, or of any succeeding breach, of such provision by AGENCY or a waiver of MFHC's right to take any action against AGENCY based on AGENCY's breach that is permitted under this Contract.
- 7.13 Force Majeure: If MFHC is delayed or prevented from fulfilling its obligations under this Contract by Force Majeure, MFHC shall not be liable under this Contract for the delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party, including but not limited to acts of God, civil or military disruption, terrorism, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 7.14 Captions: The captions or headings in this Contract are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Contract.
- 7.15 Subject to Appropriations: 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.
- 7.16 No Waiver of Immunities: In no event shall the language of this Agreement constitute or be construed as a waiver of 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.

7.17 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.

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

**AGENCY**

Typed name of AGENCY: **CITY OF COLUMBIA**

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

Signature: \_\_\_\_\_

*SJB*

Printed name of individual signing for AGENCY: **De'Carlton Seewood**

Printed title of individual signing for AGENCY: City Manager

Date Signed: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM;

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

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

**MISSOURI FAMILY HEALTH COUNCIL, INC.**

By:

Signature: \_\_\_\_\_  
Michelle Trupiano, Executive Director

Date Signed: \_\_\_\_\_