

AGREEMENT
For
PROFESSIONAL ARCHITECTURAL SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
MICHAEL K. SWIM, CONSULTING ENGINEER, INC.

THIS AGREEMENT is made and entered by and between the City of Columbia, Missouri (hereinafter called "City"), and **MICHAEL K. SWIM, CONSULTING ENGINEER, INC.** (hereinafter called "Architect") and is effective on the date of signing by the party last executing this Agreement ("Effective Date").

WITNESSETH, that whereas City intends to make improvements as described below, hereinafter called the Project, consisting of the following:

Design of Improvements to Unit 1 of the Columbia/Boone County Health Department Condominium, located at 1005 West Worley Street, Columbia, MO 65203. The scope of work includes the design development, construction documents, and construction administration, as further described in Exhibit A.

(Description of Project)

NOW, THEREFORE, in consideration of the mutual covenants set out herein the parties agree as follows:

Architect shall serve as City's professional architectural consultant in those assignments to which this Agreement applies, and shall give consultation and advice to City during the performance of Architect's services. All services shall be performed under the direction of a professional Architect registered in the State of Missouri and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Architect shall not undertake to begin any of the services contemplated by this Agreement until directed in writing to do so by City. City may elect to authorize the Project as a whole or in parts.

1.2 Authorized work may include services described hereafter as Basic Services or as Additional Services of Architect.

SECTION 2 - BASIC SERVICES OF ARCHITECT

2.1 General

2.1.1 Perform professional architectural services as set forth in Exhibit A - "Scope of Basic Services," dated **May 22, 2024** (hereinafter referred to as "Scope of Basic Services").

2.1.2 Architect will designate the following listed individuals as its project team with responsibilities as assigned. Architect shall dedicate whatever additional resources are necessary to accomplish the Project within the specified time frame but will not remove these individuals from the assigned tasks for any reason within the control of Architect without the written approval of City.

<u>Name and Title</u>	<u>Assignment</u>
Steven Feeler	Principal
Ziwen Wang	Senior Architect
Mike Prost	Project Architect
Mary Straszacker	Interior Designer

All of the services required hereunder will be performed by Architect or under Architect's supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of City and any work or services so subcontracted shall be subject to the provisions of this Agreement. Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Architect, and the City, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Architect shall ensure that the Department and the City are indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Architect shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subcontract rests solely with the Architect; and the Architect shall ensure and maintain documentation that any and all subcontractors comply with all requirements of this contract. The Architect agrees and understands that utilization of a subcontractor to provide any of the services in this contract shall in no way relieve the Architect of the responsibility for providing the services as described and set forth herein. The Architect shall be responsible for ensuring that any subcontractor(s) 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. The Architect shall make documentation of such licensure or certification available to the Department and the City upon request.

2.2 Architect shall furnish such periodic reports as City may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred, and any other matters covered by this Agreement.

2.3 Architect shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and any other records as deemed necessary by City to assure proper

accounting for all project funds. These records must be available to City or its authorized representatives, for audit purposes, and must be retained for three (3) years after final payment to the City by the State of Missouri or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract. Architect shall allow authorized representatives of the City of Columbia, State of Missouri, Missouri Department of Health and Senior Services ("Department"), and Federal Government to inspect the records upon request. If the Architect is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Architect 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 Architect in writing to extend the Architect's retention period. The City or the Department may recover any payment it has made to the Architect if the Architect fails to retain adequate documentation.

2.4 Architect acknowledges state and/or federal grant funds are being used for the design and the construction of the Project. Architect agrees to familiarize itself and comply with all conditions and requirements for utilization of such grant funds, including, but not limited to those set forth in the Bid Documents and Exhibit B attached hereto (collectively "Grant Requirements"). Architect shall include in contracts with its subcontractors provisions that require subcontractors to comply with the Grant Requirements.

SECTION 3 - ADDITIONAL SERVICES OF ARCHITECT

3.1 General

If authorized in writing by City and agreed to in writing by Architect, Architect shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Financial Consultation

Consult with City's fiscal agents and bond attorneys and provide such architectural data as required for any bond prospectus or other financing requirements

3.1.2 Property Procurement Assistance

Provide consultation and assistance on property procurement as related to professional Architectural services being performed.

3.1.3 Obtaining Services of Others

Provide through subcontract the services or data set forth in Exhibit A.

3.1.4 Preliminary or final architectural design of capital facilities except as specifically identified herein.

3.1.5 Preparation of reports, data, application, etc., in connection with modifications to FEMA floodplain definition and/or mapping.

3.1.6 Extra Services

Services not specifically defined heretofore that may be authorized in writing by City.

SECTION 4 - RESPONSIBILITIES OF CITY

4.1 Provide full information as to City's requirements for the Project.

4.2 Assist Architect by placing at Architect's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Scope of Basic Services.

4.3 Guarantee access to and make all provisions for Architect to enter upon public and private property as required for Architect to perform Architect's services under this Agreement.

4.4 Examine all studies, reports, sketches, estimates, bid documents, drawings, proposals and other documents presented by Architect and render in writing decisions pertaining thereto.

4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the Project.

4.6 Designate Kent Hayes, as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

4.7 Give prompt written notice to Architect whenever City observes or otherwise becomes aware of any defect in the Project.

4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

4.9 Furnish Architect data such as probings and subsurface explorations, with appropriate professional interpretations; property, boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; and other special data or consultations, all of which Architect may rely upon in performing Architect's services under this Agreement.

SECTION 5 - PERIOD OF SERVICE

5.1 This Agreement will become effective upon the first written notice by City authorizing services hereunder.

5.2 This Agreement shall be applicable to all work assignments authorized by City subsequent to the date of its execution and shall be effective as to all assignments authorized.

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within **three hundred eighty-nine (389)** calendar days from the issuance of the Notice to Proceed. City shall have the right to establish performance times for individual phases or elements of the Project by delivering a written schedule setting out the performance times to the Architect.

SECTION 6 - PAYMENTS TO ARCHITECT

6.1 Amount of Payment

6.1.1 For services performed, City shall pay Architect the sum of amounts determined as follows:

6.1.1.1 For time spent by personnel, payment at the hourly rates indicated in the "Schedule of Hourly Labor Billing Rates" (attached). Such rates include overhead and profit.

6.1.1.2 For outside expenses incurred by Architect, such as authorized travel and subsistence, commercial services, and incidental expenses, the cost to Architect.

6.1.1.3 For reproduction, printing, long-distance telephone calls, company vehicle usage, testing apparatus, computer services and computer-assisted drafting (CAD), amounts will be charged according to the Architect's standard rates in effect at the time service is provided.

6.1.1.4 For professional services rendered by others as subcontractor(s) to Architect such as surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photos, or other activities required or requested by City, will be billed at the cost to Architect.

6.1.1.5 For time spent by outside individual professional consultants employed by Architect in providing services to City, the cost to Architect. Expenses incurred by such outside consultants in service to City shall be reimbursable in accordance with 6.1.1.2 above.

6.1.2 Total payment for the Scope of Services and all other expenses and costs to the City under this Agreement and described herein **shall not exceed seventy-nine thousand, nine hundred thirty-five dollars (\$79,935.00).**

6.2 Payments

6.2.1 Architect shall submit an invoice for services rendered to City not more than once every month. Upon receipt of the invoice and progress report, City will, as soon as practical, pay Architect for the services rendered, provided City does not contest the invoice.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 **ARCHITECT'S INSURANCE:** Architect agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Architect is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Architect under this Agreement.

Commercial General Liability Architect agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** per occurrence and **\$3,000,000** aggregate covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding nor limiting Contractual Liability or Cross Liability. If the Agreement involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

Professional Liability Architect agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$2,000,000** per occurrence and **\$3,000,000** aggregate. For policies written on a "Claims-Made" basis, Architect agrees to maintain a Retroactive Date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, Architect agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Architect of the obligation to provide replacement coverage.

Business Automobile Liability Architect agrees to maintain Business Automobile Liability at a limit of liability not less than **\$2,000,000** per occurrence and **\$3,000,000** aggregate, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of Architect's own automobiles, and trucks; hired automobiles, and trucks; and automobiles both on and off the site of work. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Architect does not own automobiles, Architect agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation Insurance & Employers' Liability Architect agrees to take out and maintain during the life of this Agreement, Employers' Liability and Workers' Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the Architect shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by Architect. Workers' Compensation coverages shall meet Missouri statutory limits. Employers' Liability minimum limits shall be \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Statute, Architect shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Excess/Umbrella Liability The above liability limits may be satisfied by any combination of primary and excess/umbrella liability policies.

Additional Insured Architect agrees to endorse City as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read "City of Columbia."

Waiver of Subrogation Architect agrees, by entering into this Agreement, to a Waiver of Subrogation for each required policy herein except professional liability. When required by the insurer, or should a policy condition not permit Architect to enter into a pre-loss agreement to waive subrogation without an endorsement, then Architect agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Architect enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance Architect agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance shall name City as additional insured in an amount as required in this contract and contain a description of the project or work to be performed.

Right to Revise or Reject City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally.

7.1.2 **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Architect shall indemnify and hold harmless the Department, the State of Missouri, the Federal Government, and the City of Columbia, their directors, officers, agents and employees (the "Indemnified Parties") from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any negligent act or failure to act, or willful misconduct, of Architect, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Architect or a subcontractor for part of the services), of anyone directly or indirectly employed by Architect or by any subcontractor, or of anyone for whose acts the Architect or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require Architect to indemnify, hold harmless or defend the Indemnified Parties from their own negligence, except as set out herein.

7.2 Professional Responsibility

7.2.1 Missouri Licensure & Certificate of Authority

Architect certifies that it is currently in compliance, and agrees to maintain compliance for the duration of this Agreement, with all licensure requirements of the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects (hereinafter "APEPLSPLA") to practice in Missouri as a professional architect as provided under chapter 327 of the Missouri Revised Statutes. To the extent required by Section 327.401 of the Missouri Revised Statutes, Architect understands and agrees that the person personally in charge and supervising the professional architecture services of Architect under this Agreement shall be licensed and authorized to practice architecture in Missouri, and that Architect will keep and maintain a valid certificate of authority from APEPLSPLA.

7.2.2 Architect will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional architectural practices. If Architect fails to meet the foregoing standard, Architect will perform at its own cost, and without reimbursement from City, the professional architectural services necessary to correct errors and omissions which are caused by Architect's failure to comply with above standard, and which are reported to Architect within one (1) year from the completion of Architect's services for the PROJECT.

7.2.3 In addition, Architect will be responsible to City for damages caused by its negligent conduct during its activities at the PROJECT site or in the field.

7.2.4 Professional Oversight Indemnification

Architect understands and agrees that City has contracted with Architect based upon Architect's representations that Architect is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Architect agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements and judgments whatsoever

arising out of City's alleged negligence in hiring or failing to properly supervise Architect. Architect agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements are maintained and in full force and effect.

7.2.5 The Architect shall understand and agree that the Department and City cannot save and hold harmless and/or indemnify the Architect or employees against any liability incurred or arising as a result of any activity of the Architect or any activity of the Architect's employees related to the Architect's performance under the contract.

7.2.6 The relationship of the Architect to the Department and the City shall be that of an independent contractor. The Architect shall have no authority to represent itself as an agent of the Department or the City. 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 Architect 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 be responsible for all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Architect's subcontractors, employees and agents. The Architect shall have no authority to bind the Department or the City for any obligation or expense not specifically stated in this contract.

7.3 Estimates and Projections

Estimates and projections prepared by Architect relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on Architect's experience, qualifications and judgment as a design professional. Since Architect has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, Architect does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by Architect.

7.4 On-Site Services

PROJECT site visits by Architect during construction shall not make Architect responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the plans and specifications.

7.5 Changes

City shall have the right to make changes within the general scope of Architect's services, with an appropriate change in compensation and/or schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or any Vice President of Architect.

7.6 Suspension of Services

Should City fail to fulfill its responsibilities as provided under Section 4 to the extent that Architect is unduly hindered in Architect's services or if City fails to make any payment to Architect on account of its services and expenses within ninety (90) days after receipt of Architect's bill therefor, Architect may, after giving seven (7) days' written notice to City, suspend services under this Agreement until City has satisfied City's obligations under this Agreement.

7.7 Termination

Services may be terminated by City at any time and for any reason, and by Architect in the event of substantial failure to perform in accordance with the terms hereof by City through no fault of the Architect, by ten (10) days' notice. If so terminated, City shall pay Architect all uncontested amounts due Architect for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

7.7.1 In the event of City's termination of the Agreement pursuant to the above section, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared under this Agreement shall, at the option of City, become City's property.

Further, Architect shall not be relieved of any liability to City for any damages sustained by City by virtue of any breach of this Agreement by Architect and City may withhold any payments due Architect for the purpose of set-off until such time as the exact amount of damages to City, if any, is determined.

7.7.2 In the event of termination, the Department and the City 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 Architect pursuant to the terms of the contract, and may authorize others to do the same. The Department and the City 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 Architect pursuant to the terms of the contract, and may authorize others to do the same. The Architect 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.

7.8 Publications, Copyrights, and Rights in Data and Reports

7.8.1 If the Architect issues any press releases mentioning contract activities, the Architect shall reference in the release both the contract number, the City and the Department. If the Architect creates any publications, including audiovisual items, produced with contract funds, the Architect shall give credit to both the contract, the City and the Department in the publication. The Architect shall obtain approval from the City and the Department prior to the release of such press releases or publications.

7.8.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act,

the Architect 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:

- a. The percentage of the total costs of the program or project which will be financed with Federal money; and
- b. The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

7.8.3 If the Architect develops any copyrighted material as a result of this contract, the Department and the City shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for the City or the Department purposes or the purpose of the State of Missouri.

7.8.4 Recognizing the importance of professional development on the part of Architect's employees and the importance of Architect's public relations, Architect may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to Architect's services for the PROJECT. Such publications will be provided to City in draft form for City's advance review. City will review such drafts promptly and will provide comments to Architect. City may require deletion of proprietary data or confidential information from such publications but otherwise will not unreasonably withhold its approval. The cost of Architect's activities pertaining to any such publication shall be paid entirely by the Architect.

7.9 Nondiscrimination

During the performance of this Agreement, Architect agrees to the following:

7.9.1 Architect shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law. Architect shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Architect agrees to post notices in conspicuous places, available to employees and applicants for employment.

7.9.2 Architect shall, in all solicitation or advertisements for employees placed by or on behalf of Architect, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law.

7.9.3 Architect shall comply with all provisions of local, state and federal laws governing the regulation of equal employment opportunity including Title VI of the Civil

Rights Act of 1964.

7.10 Successor and Assigns

City and Architect each binds themselves and City's and Architect's successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither City nor Architect shall assign, sublet or transfer City's or Architect's interest in the Agreement without the written consent of the other.

7.11 Rights and Benefits

Architect's services will be performed solely for the benefit of City and not for the benefit of any other persons or entities.

7.12 Compliance with Local Laws

Architect shall comply with all applicable laws, ordinances and codes of the state and city.

7.13 Law; Submission to Jurisdiction Governing.

This Agreement shall be governed by, 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 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 and waive any defense of forum non conveniens

7.14 Authorized Personnel

7.14.1 The Architect 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.

7.14.2 The Architect 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 Architect 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 or the City has reasonable cause to believe that the Architect has knowingly employed individuals who are not eligible to work in the United States, the City shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Architect from doing business with the state. The City may also withhold up to twenty-five percent of the total amount due to the Architect. The

Architect agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

7.14.3 Employment of Unauthorized Aliens Prohibited

Architect agrees to comply with Missouri State Statute section 285.530 in that Architect shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this contract, Architect shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Architect shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Architect shall require each subcontractor to affirmatively state in its contract with Architect that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Architect shall also require each subcontractor to provide Architect with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

7.15 Missouri Anti-Discrimination Against Israel Act: To the extent required by Missouri Revised Statute Section 34.600, Architect certifies it is not currently engaged in and shall not, for the duration of this Agreement, 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. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.

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 Certifications and Special Provisions

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

7.17.2 Architect's Certification Regarding Suspension and Debarment

The Architect 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. The Architect shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions. If the Architect

enters into a covered transaction with another person at the next lower tier, the Architect must verify that the person with whom it intends to do business is not excluded or disqualified by:

- a. Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- b. Collecting a certification from that person; or
- c. Adding a clause or condition to the covered transaction with that person.

7.17.3 Architect's Certification Regarding Lobbying

- a. The Architect certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Architect, 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. The Architect 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 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.
- c. The Architect certifies that no funds under this contract shall be used to pay the salary or expenses of the Architect, or an agent acting for the Architect 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, the Architect shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- f. The Architect 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 subentities 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.

7.17.4 Architect's Certification Regarding A Drug Free Workplace

The Architect 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 Architect is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Architect's premises or off the Architect's premises while conducting official business. The Architect shall report any conviction to the City and the Department within five (5) working days after the conviction. Submit reports to the Department at:

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

7.17.5 Architect's Certification Regarding Environmental Tobacco Smoke

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. The Architect 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. The Architect agrees that it will require that the language of this certification be included in any subcontract that contains provisions for children's services and that all subcontractors 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.

7.17.6 Architect's Certification Regarding Non-Discrimination

The Architect 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 (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;

- b. Equal Pay Act of 1963 (P.L. 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 1, which was superseded by E.O. #10-24);
- 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.

7.17.7 Architect's Certification Regarding Employee Whistleblower Protections

The Architect 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. The Architect's employees are encouraged to report fraud, waste, and abuse. The Architect 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. The Architect shall include this requirement in any agreement made with a subcontractor.

7.17.8 Clean Air and Water Pollution Control Act

The Architect 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.).

7.17.9 The Architect 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 Architect through this contract. The Architect 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. 1.4

7.17.10 The Architect 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/hbsgps107.pdf>.

7.17.11 The Architect shall notify the City and 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 of Architect to disclose such violations may result in the City or Department taking action as described in 2 CFR Section 200.339, Remedies for Noncompliance.

7.17.12 Architect and its subcontractors must comply with Trafficking Victims Protection Act of 2000 (U.S.C. Chapter 78), as amended.

7.17.13 Architect 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.

7.17.14 Architect 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.

7.17.15 Seismic Safety

In the performance of design services, the Architect agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Architect agrees to furnish the City a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

7.17.16 Texting When Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009), Architect is encouraged to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the City encourages the Architect to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Architect must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

7.17.17 Certification Regarding Domestic Preferences For Procurements

Architect Agreement (HOURLY) – 05.11.2021 revised COVID funding

Architect certifies by signing this Agreement that, to the greatest extent practicable, the Architect has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

7.17.18 Equal Opportunity Clause

During the performance of this contract, the Architect agrees as follows:

a. The Architect will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Architect will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Architect will, in all solicitations or advertisements for employees placed by or on behalf of the Architect, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Architect will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Architect's legal duty to furnish information.

d. The Architect will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Architect's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Architect will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Architect will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Architect's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Architect may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Architect will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Architect will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Architect becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Architect may request the United States to enter into such litigation to protect the interests of the United States.

7.17.19 Federal Fair Labor Standards Act. The provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), are incorporated by reference and will have the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Architect has full responsibility to monitor compliance to the referenced statute or regulation. The Architect must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

7.17.20 Trade Restriction Certification

Architect certifies that the Architect:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- c. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Architect must provide immediate written notice to the City if the Architect learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Architect must require subcontractors provide immediate written notice to the Architect if at any time it learns that its certification was erroneous by reason of changed circumstances. Architect must include a provision for certification without modification in all lower tier subcontracts.

7.17.21 Occupational Safety and Health Administration Act of 1970. All contracts and subcontracts incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

7.17.22 Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment

Architect and its Subcontractors agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

7.17.23 Certification Regarding Tax Delinquency and Felony Convictions

a. Architect represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

b. Architect represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

7.18 Property Ownership. The real property upon which the building sits is owned by the Columbia/Boone County Health Department Condominium. Architect's design work is constricted to work within the Unit owned by the City of Columbia. Should Architect's design impact any of the Common Elements or the Limited Common Elements, Architect must notify the City in writing. Any changes to the Common Elements are subject to the approval of the Condominium Board.

7.19 Inspection By State And Federal Representatives

The authorized representatives and agents of the City of Columbia, State of Missouri and the United States shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

7.20 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.

Notices

7.21.1 The following persons are designated by the respective Parties to act on

behalf of such Party and to receive all written notices and payment invoices:

If to City:

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

If to Architect:

Michael K. Swim
Consulting Engineer, Inc.
18207 Edison Avenue
Chesterfield, MO 63005
ATTN: Cathy Mella

With a copy to
Public Works Department
P.O. Box 6015
Columbia, MO 65205
ATTN: Director

7.22.2 Any notice required by this Contract to be given in writing or that either City or Architect wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

7.22.3 Architect's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Architect's behalf on any matter related to this Contract and/or the Work.

7.23 Interpretation

In this Agreement, unless the context otherwise reasonably requires:

- a. Headings are for reference purposes only and shall not alter the interpretation of this Agreement;
- b. Words importing the singular may include the plural and vice versa, as reasonably required by the context;
- c. References to any document include references to such document as amended, novated, supplemented, varied or replaced from time to time;
- d. References to a statute, regulation, federal notice or executive order means such statute, regulation, federal notice or executive order as amended from time to time;
- e. References to a party to this Agreement includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns; and
- f. Any ambiguity shall be resolved in a manner which allows the parties to comply with laws and grant requirements.

7.24 Counterparts and Electronic Signatures

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.

7.25 Agreement Documents

This Agreement includes the following exhibit, which is incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Scope of Work
B	Grant Agreement and Amendments
C	Condominium Association Agreement and Amendments

In the event of a conflict between the terms of the exhibit and the terms of this Agreement, the terms of this Agreement control.

7.26 Entire Agreement

This Agreement represents the entire and integrated Agreement between Architect and City relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to Architect's services described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewod, City Manager

SSC

Date

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/rw

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 11003010-504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Matthew Lue, Director of Finance

**MICHAEL K. SWIM, CONSULTING
ENGINEER, INC.**

By: _____

Name: _____
JAMES C CORNETTO

Date: _____
6-3-24

ATTEST:

By: _____
Cathy Meece

Name: _____
Cathy Meece

EXHIBIT A

Scope of Work

May 22, 2024

Mr. Cale Turner
 Purchasing Agent
 Finance Department, Purchasing Division
 701 E Broadway, 5th Floor
 Columbia, MO 65201



Re: Exhibit A Scope of Work
 Improvements to Sanford-Kimpton Building
 RFP 183/2023

Cale,

In reference to the above project, we are pleased to submit the following proposal for being the prime Architect / Engineer (A/E) consultant and providing design services for your consideration. Architectural services will be a sub-consultant to SSC by FSA, LLC. Their proposal is attached for reference.

The consensus budget for construction base cost is \$485,978.50 with an alternate of \$304,800 per Opinion of Probable Cost for Proposed Immediate Improvement, dated 8/30/24. No designs are perfect but the bids shall be expected with-in 10% of the consensus construction cost. If competitive bids received in excess that 10% of the consensus budget, the consultant shall assist in value engineering efforts and consultation, including revising, re-issuing and re-bidding, to bring project into budget, at no additional cost.

Contractor/consultant shall notify Owner if the estimate of construction base cost escalates above consensus budget as soon as it's known. Contractor/consultant shall stop work and meet/discuss with the Owner for direction/resolution.

Scope of Work:

The project consists of design services associated with:

1. Advancing the proposed immediate improvements to Sanford-Kimpton Building as shown on sheets D-101 & A-101 attached for reference preliminary design dated August 30, 2023 through Design Development (DD), Construction Documents (CD) and assist the City with Bidding and Construction Administration (CA).
2. DD and mechanical, electrical and plumbing (MEP Engineering) will based off the scope of work (SOW) identified in the preliminary planning effort.
3. Prepare construction documents for bidding and permitting.
4. Assistance with bidding and permitting.
5. Provide the following deliverables at a minimum:
 - a. After each meeting submit minutes with list of attendees and the understanding of discussions that took place and future actions resulting from the discussions.

- b. At conclusion of the DD and CD phases the contractor/consultant shall submit a full set of documents and an updated estimate of probable construction cost.
 - c. Deliverables shall be formatted and suitable for utilization and presentation in the Sec. 22-72 Administrative public improvement process.
 - d. CD's shall be clear, complete and concise to obtain competitive bids and communicate the scope of the construction renovations.
6. Provide design for the proposed immediate improvements to Sanford-Kimpton Building for the DD, CD phases:
- a. Replacement of the existing public reception desk and related components with a new system that is compliant with accessibility standards and provides a secured and safe barrier between Staff and Visitors. The system will provide a level 3 ballistic rating. The new reception desk will accommodate two (2) staff members and offer the visitors two (2) access points.
 - b. Resizing the existing office and storage room to result in one additional office for Health – Prevention and Investigation Department staff.
 - c. Replacing and resizing the Check-In and Check-Out windows and counters with a level 3 ballistic rated glass system to afford a secured and safe barrier between Staff and Visitors in the Clinic (Administration – Support) area.
 - d. Repurposing the former WIC Education space to accommodate six (6) workstations for Social Services and Human Services Support departments and taking a portion of the WIC Waiting Room to add two (2) offices for managers of the departments to allow for growth in other areas of the building. A second door is being added as a safety precaution.
 - e. A new door and wall are being added to separate WIC Waiting Room from the Exam Rooms to improve the level of safety and security.
 - f. Doors are being added between the WIC Staff workstations and the hallway to the Exam Rooms for safety and security reasons.
 - g. An existing opening between the WIC Staff workstations and the hallway to the Exam Rooms is being infilled to improve the Staff area.
 - h. A new door is being added to the Nurse Office (Administration – Support) department Storage Room to allow better access from the Nurse's area.
 - i. The two (2) existing offices and other permanent walls are being removed in the Nurse's area. Two (2) new offices will be added and the existing workstations will be reorganized in a more efficient arrangement to accommodate future staff growth. Currently there are 14 workstations and the new arrangement will allow for up to 23 workstations. The work in this area is being bid as an Additive Alternate due to budget limitations.
 - j. A pair of 3' wide by 7' tall doors are being added to provide a secured and safe barrier between Staff and Visitors.
 - k. Coordinate design with Owner's furniture, fixtures and equipment. Systems furniture layout by Owner's vendor to be coordinated with design.

Design SOW Includes:

- 1. HVAC load calculations with duct layout and sizing.
- 2. Selection of HVAC equipment, diffusers, etc.
- 3. Plumbing systems design and calculations with-in the building footprint.

4. Electrical systems design and calculations including power re-distribution and interior lighting.
 - o Coordinate design with Owner's furniture, fixtures and equipment.
 - o Systems furniture lay-out by Owner's vendor to be coordinated with design.
5. Design of telephone and data cabling, rough-ins, pathways and racks.
 - o Design of active electronics by others.
 - o Location and quantities of outlets shall be approved by the owner.
6. Coordinate for Technology low voltage systems by rough-ins only.
 - o Design for access control, video surveillance, basic A/V and public address system will be a delegated design if needed.
7. Coordinate for voice, data, TV, and security systems rough-ins only.
 - o Location and quantities of outlets shall be approved by owner.
 - o Additional items would be a delegated design if needed.
8. Fire Protection performance criteria by A/E. Hydraulic calculations by fire protection contractor as a delegated design.
9. Design coordination with Architectural, existing MEP and existing structural.
10. Fire Alarm criteria specifications and locations by A/E. Fire alarm modifications will be a delegated design.
11. Limited seismic design meeting the AHJ.
12. Updated estimate of probable construction cost at DD and CD.
13. Evaluation of applicable local, state, and industry codes and regulations including COMcheck energy calculations where required.
14. Drawings to be produced in Revit, LOD 300.
 - o Architectural & MEP Revit Cad export file to be provided to Owner at end of DD and CD.
15. Backgrounds and architectural details to be provided for our use.
16. Technical performance based Specifications for installation and material standards for the above scope of work (SOW). Front end specifications shall include Division 00 Procurement and Contracting Requirements Group limited to: 00-0107 Professional Seals and Certifications, 00-0110 Table of Contents, 00-01115 List of Drawings, Division 01 General Requirements by Consultant.
17. Design coordination with design team for items provided in a timely fashion.
18. All deliverables shall be in electronic format, PDF or AutoCad.
19. Construction Phase Service limited to:
 - o Consultants shall be available by phone & email and respond to Owners' and Contractor's questions.
 - o Review related shop drawings
 - o Answer requests for information (RFI's)
 - o Respond to City of Columbia and/or Authority Having Jurisdiction (AHJ) comments
 - o Site visit(s) outlined below.
 - o Architectural & MEP Revit auto-Cad export file of the As-Built drawings to be provided to Owner at project close-out updated with all design team Addenda, Supplemental instructions and changes including Contractor submitted As-Built Record Drawings.

Site Visits/Meetings:

1. Site Visits
 - (1) Site visit for existing conditions.
 - (1) Prebid
 - (1) Punch for each phase of construction, (2) phases are accounted for in the fee proposal.
Additional site visits requested by Owner/Architect will be conducted at hourly rates below. Time (including travel costs) is included.
2. Meetings
 - (2) in person meeting(s) for review of DD and CD's.
 - Typical meetings to be virtual, unless noted otherwise (UNO).

Exclusions:

1. Head end MEP systems; RTU's, Electrical Distribution, Water Heaters, etc. It is assumed that the MEP systems will support the relocation, minor modifications of the project with-out new major equipment/utilities.
2. Structural, Civil or Environmental engineering services.
3. Sound masking.
4. LEED or other sustainable certification design considerations.
5. Fully Engineered fire protection or fire alarm.
6. Sharing Revit outside of design team. Cad drawings will be shared with the Owner and Contractor.
7. Delegated design items as noted above.
8. ASHRAE Energy Audit or energy use calculations with different HVAC, lighting, plumbing and building systems.
9. Identification of grants or rebates.
10. Payback analyses.
11. Re-designs, layout changes after DD phase, initiated by the Owner will be billed at our standard hourly rates.
12. Fire protection and fire alarm design. Project will be performance specifications.
13. Acoustical design.
14. Detailed A/V system design. Clients vendor to provide A/V design and equipment selection as is typical.
15. Site visit(s) and meetings other than those defined above.
16. Commissioning.
17. Upgrading any house MEPFP systems. It is assumed the existing house RTU's have capacity for all HVAC of the space. It is assumed the house exhaust fans have capacity for the renovation. It is assumed that the electric service and panels are adequate with-out upgrading.
18. Site lighting.
19. Early submittal or equipment pre-purchase, construction phasing, or additional bid packages.
20. Printing. All printing will be by Owner. This excludes Contractor/Consultant in-house printing.
21. Any permitting fee's.

Schedule:

Project needs to have final construction invoice as of July 2025. A first pass of an anticipated schedule is:

Program Requirements	Time Allowed Calander Days	Running Time		Proposed Milestone Dates
		Calander Days	Weeks	
Notice to Proceed (City Counsel)				Tuesday, May 7, 2024
Site Visit / Owner Kick-Off	7	7	1	Tuesday, May 14, 2024
Design Team Meeting (Virtual)	7	14	2	Tuesday, May 21, 2024
DD Submittal to City of Columbia	28	42	6	Tuesday, June 18, 2024
Owner Review and Review Meeting	7	49	7	Tuesday, June 25, 2024
CD Submittal to City of Columbia & "Permitting" with City	28	77	11	Tuesday, July 23, 2024
Owner Review and Review Meeting	7	84	12	Tuesday, July 30, 2024
Issue for Construction (IFC & Addendum 1 & 2)	14	98	14	Tuesday, August 13, 2024
Bidding	28	126	18	Tuesday, September 10, 2024
Bid Opening	7	133	19	Tuesday, September 17, 2024
Let Contract (issue conformace set)	14	147	21	Tuesday, October 1, 2024
Construction	242	389	55.6	Saturday, May 31, 2025

Compensation:

- See attachments for Hourly NTE design fee for Arch. and MEP, d/b FP combined SOW and hourly rates.

Terms:

1. Terms will be in accordance with the City of Columbia's "AGREEMENT For PROFESSIONAL ARCHITECTURAL SERVICES Between THE CITY OF COLUMBIA, MISSOURI", as attached.
2. If client makes payments with a credit card, client will be charged a 3.5% transaction fee.
3. Proposal is valid for 30 days

Please review and let us know if this proposal is acceptable.

Sincerely,



J. Chris Cornett, P.E. Principal

Improvements to Sanford-Kimpton Building
RFP 183/2023
Monday, April 22, 2024

Schematic Design	\$0
Design Development - 40%	\$28,385
Constructions Documents - 40%	\$28,610
Issue For Construction - 5%	\$7,660
Construction Period Services - 15%	\$15,280
Misc. Fee's	\$0
<i>Design Team Total Fee</i>	<i>\$79,935</i>

Misc. Fee's

1	ea	\$0
2	hr	\$0
Sub-total		\$0

Exclusions

1
2
3
4
5

1/1/2024 Rates	Principal	\$ 195.00
	Sr. Engineer	\$ 175.00
	Engineer	\$ 135.00
	Designer	\$ 110.00
	CAD/Revit	\$ 85.00
	Clerical	\$ 75.00

Improvements to Sanford-Kimpton BuildingRFP 183/2023

Monday, April 22, 2024

Design - SD (25%)

Project manager		hrs	\$	195	\$	-
Fire Protection						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer		hrs	\$	135	\$	-
Designer		hrs	\$	110	\$	-
CAD/Revit		hrs	\$	85	\$	-
Plumbing						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer		hrs	\$	135	\$	-
Designer		hrs	\$	110	\$	-
CAD/Revit		hrs	\$	85	\$	-
Mechanical						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer		hrs	\$	135	\$	-
Designer		hrs	\$	110	\$	-
CAD/Revit		hrs	\$	85	\$	-
Electrical						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer		hrs	\$	135	\$	-
Designer		hrs	\$	110	\$	-
CAD/Revit		hrs	\$	85	\$	-
Structural		hrs	\$	175	\$	-
Code Review		hrs	\$	175	\$	-
Estimating		hrs	\$	175	\$	-
Clerical		hrs	\$	75	\$	-
<i>Sub-total</i>					\$	-
Site Visit (s)						
Project Manager	1 @	hrs	\$	195	\$	-
Engineer	3 @	hrs	\$	175	\$	-
Travel Expenses		ea	\$	1,500	\$	-
<i>Sub-total</i>					\$	-
<i>Total</i>					\$	-

Improvements to Sanford-Kimpton BuildingRFP 183/2023

Monday, April 22, 2024

Design - DD (50%)

Project manager	4	hrs	\$	195	\$	780
Fire Protection						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer	4	hrs	\$	135	\$	540
Designer		hrs	\$	110	\$	-
CAD/Revit		hrs	\$	85	\$	-
Plumbing						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer		hrs	\$	135	\$	-
Designer		hrs	\$	110	\$	-
CAD/Revit		hrs	\$	85	\$	-
Mechanical						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer	16	hrs	\$	135	\$	2,160
Designer		hrs	\$	110	\$	-
CAD/Revit	16	hrs	\$	85	\$	1,360
Electrical						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer	16	hrs	\$	135	\$	2,160
Designer		hrs	\$	110	\$	-
CAD/Revit	16	hrs	\$	85	\$	1,360
Structural		hrs	\$	175	\$	-
Seismic & Code Review	4	hrs	\$	175	\$	700
Estimating	4	hrs	\$	175	\$	700
Clerical	4	hrs	\$	75	\$	300
<i>Sub-total</i>					\$	10,060
Site Visit (s)						
Project Manager	1 @	6	hrs	\$	195	\$ 1,170
Engineer	2 @	6	hrs	\$	175	\$ 2,100
Travel Expenses			ea	\$	1,500	\$ -
<i>Sub-total</i>					\$	3,270
<i>Total</i>					\$	13,330

Improvements to Sanford-Kimpton BuildingRFP 183/2023

Monday, April 22, 2024

Design - CD (90%)

Project manager	4	hrs	\$	195	\$	780
Fire Protection						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer	4	hrs	\$	135	\$	540
Designer		hrs	\$	110	\$	-
CAD/Revit		hrs	\$	85	\$	-
Plumbing						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer		hrs	\$	135	\$	-
Designer		hrs	\$	110	\$	-
CAD/Revit		hrs	\$	85	\$	-
Mechanical						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer	16	hrs	\$	135	\$	2,160
Designer		hrs	\$	110	\$	-
CAD/Revit	16	hrs	\$	85	\$	1,360
Electrical						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer	16	hrs	\$	135	\$	2,160
Designer		hrs	\$	110	\$	-
CAD/Revit	16	hrs	\$	85	\$	1,360
Structural		hrs	\$	175	\$	-
Seismic & Code Review	4	hrs	\$	175	\$	700
Estimating	4	hrs	\$	175	\$	700
Clerical	4	hrs	\$	75	\$	300
<i>Sub-total</i>					\$	10,060
Site Visit (s)						
Project Manager	1 @	6	hrs	\$	195	\$ 1,170
Engineer	2 @	6	hrs	\$	175	\$ 2,100
Travel Expenses			ea	\$	1,500	\$ -
<i>Sub-total</i>					\$	3,270
<i>Total</i>					\$	13,330

Improvements to Sanford-Kimpton BuildingRFP 183/2023

Monday, April 22, 2024

Design - Final (IFC)

Project manager	4	hrs	\$	195	\$	780
Fire Protection						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer	2	hrs	\$	135	\$	270
Designer		hrs	\$	110	\$	-
CAD/Revit		hrs	\$	85	\$	-
Plumbing						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer		hrs	\$	135	\$	-
Designer		hrs	\$	110	\$	-
CAD/Revit		hrs	\$	85	\$	-
Mechanical						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer	8	hrs	\$	135	\$	1,080
Designer		hrs	\$	110	\$	-
CAD/Revit	4	hrs	\$	85	\$	340
Electrical						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer	8	hrs	\$	135	\$	1,080
Designer		hrs	\$	110	\$	-
CAD/Revit	4	hrs	\$	85	\$	340
Structural		hrs	\$	175	\$	-
Seismic & Code Review		hrs	\$	175	\$	-
Estimating		hrs	\$	175	\$	-
Clerical	4	hrs	\$	75	\$	300
<i>Sub-total</i>					\$	4,190
Site Visit (s)						
Project Manager	@	6	hrs	\$	195	\$ -
Engineer	1 @	6	hrs	\$	175	\$ 1,050
Travel Expenses			ea	\$	1,500	\$ -
<i>Sub-total</i>					\$	1,050
<i>Total</i>					\$	5,240

Improvements to Sanford-Kimpton BuildingRFP 183/2023

Monday, April 22, 2024

CPS

Project manager	4	hrs	\$	195	\$	780
Fire Protection						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer	4	hrs	\$	135	\$	540
Designer		hrs	\$	110	\$	-
CAD/Revit		hrs	\$	85	\$	-
Plumbing						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer		hrs	\$	135	\$	-
Designer		hrs	\$	110	\$	-
CAD/Revit		hrs	\$	85	\$	-
Mechanical						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer	16	hrs	\$	135	\$	2,160
Designer		hrs	\$	110	\$	-
CAD/Revit		hrs	\$	85	\$	-
Electrical						
Principal		hrs	\$	195	\$	-
Sr. Engineer		hrs	\$	175	\$	-
Engineer	16	hrs	\$	135	\$	2,160
Designer		hrs	\$	110	\$	-
CAD/Revit		hrs	\$	85	\$	-
Structural		hrs	\$	175	\$	-
Seismic & Code Review	0	hrs	\$	175	\$	-
Estimating	0	hrs	\$	175	\$	-
Clerical	4	hrs	\$	75	\$	300
<i>Sub-total</i>					\$	5,940
Site Visit (s)						
Project Manager	@	6	hrs	\$	195	\$ -
Engineer	2 @	6	hrs	\$	175	\$ 2,100
Travel Expenses			ea	\$	1,500	\$ -
<i>Sub-total</i>					\$	2,100
<i>Total</i>					\$	8,040

Improvements to Sanford-Kimpton Building

RFP 183/2023

Monday, April 22, 2024

FSA (sub consultant breakout)

Schematic Design	\$0
Design Development - 40%	\$15,055
Constructions Documents - 40%	\$15,280
Issue For Construction - 5%	\$2,420
Construction Period Services - 15%	\$7,240
<i>Total (sub consultant)</i>	<i>\$39,995</i>

1/1/2024 Rates	Principal	\$ 225.00
	Manager	\$ 175.00
	Project Architect	\$ 145.00
	Interior Designer	\$ 120.00
	Architect	\$ 120.00
	BIM/Revit/Cad	\$ 90.00
	Clerical	\$ 70.00

Improvements to Sanford-Kimpton BuildingRFP 183/2023

Monday, April 22, 2024

FSA (sub consultant breakout)

Design - SD (25%)

Principal	0	hrs	\$	225	\$	-
Manager	0	hrs	\$	175	\$	-
Project Architect	0	hrs	\$	145	\$	-
Interior Designer	0	hrs	\$	120	\$	-
Architect	0	hrs	\$	120	\$	-
BIM/Revit/Cad	0	hrs	\$	90	\$	-
Clerical	0	hrs	\$	70	\$	-
Seismic and Code Review	0	hrs	\$	145	\$	-
Estimating	0	hrs	\$	145	\$	-
		hrs			\$	-
<i>Sub-total</i>					\$	-

Site Visit (s)

Project Architect	1 @	0	hrs	\$	145	\$	-
Interior Designer	3 @	0	hrs	\$	120	\$	-
Travel Expenses			ea			\$	-
<i>Sub-total</i>						\$	-

Improvements to Sanford-Kimpton BuildingRFP 183/2023

Monday, April 22, 2024

FSA (sub consultant breakout)

Design - DD (50%)

Principal	3	hrs	\$	225	\$	675
Manager	4	hrs	\$	175	\$	700
Project Architect	16	hrs	\$	145	\$	2,320
Interior Designer	6	hrs	\$	120	\$	720
Architect	40	hrs	\$	120	\$	4,800
BIM/Revit/Cad	20	hrs	\$	90	\$	1,800
Clerical	6	hrs	\$	70	\$	420
Seismic and Code Review	6	hrs	\$	145	\$	870
Estimating	8	hrs	\$	145	\$	1,160
		hrs			\$	-
<i>Sub-total</i>					\$	13,465

Site Visit (s)

Project Architect	1 @	6	hrs	\$	145	\$	870
Interior Designer	1 @	6	hrs	\$	120	\$	720
Travel Expenses			ea			\$	-
<i>Sub-total</i>						\$	1,590

Improvements to Sanford-Kimpton Building RFP 183/2023

Monday, April 22, 2024

FSA (sub consultant breakout)

Design - CD (90%)

Principal	4	hrs	\$	225	\$	900
Manager	4	hrs	\$	175	\$	700
Project Architect	16	hrs	\$	145	\$	2,320
Interior Designer	6	hrs	\$	120	\$	720
Architect	40	hrs	\$	120	\$	4,800
BIM/Revit/Cad	20	hrs	\$	90	\$	1,800
Clerical	6	hrs	\$	70	\$	420
Seismic and Code Review	6	hrs	\$	145	\$	870
Estimating	8	hrs	\$	145	\$	1,160
		hrs			\$	-
<i>Sub-total</i>					\$	13,690

Site Visit (s)

Project Architect	1 @	6	hrs	\$	145	\$	870
Interior Designer	1 @	6	hrs	\$	120	\$	720
Travel Expenses			ea			\$	-
<i>Sub-total</i>					\$		1,590

Improvements to Sanford-Kimpton BuildingRFP 183/2023

Monday, April 22, 2024

FSA (sub consultant breakout)

Design - Final (IFC)

Principal		hrs	\$	225	\$	-
Manager		hrs	\$	175	\$	-
Project Architect	6	hrs	\$	145	\$	870
Interior Designer		hrs	\$	120	\$	-
Architect		hrs	\$	120	\$	-
BIM/Revit/Cad	6	hrs	\$	90	\$	540
Clerical	2	hrs	\$	70	\$	140
Seismic and Code Review		hrs	\$	145	\$	-
Estimating		hrs	\$	145	\$	-
		hrs			\$	-
<i>Sub-total</i>					\$	1,550

Site Visit (s)

Project Architect	1 @	6	hrs	\$	145	\$	870
Interior Designer	@	6	hrs	\$	120	\$	-
Travel Expenses			ea			\$	-
<i>Sub-total</i>						\$	870

Improvements to Sanford-Kimpton Building RFP 183/2023

Monday, April 22, 2024

FSA (sub consultant breakout)

CPS

Principal			hrs	\$	225	\$	-
Manager			hrs	\$	175	\$	-
Project Architect	8		hrs	\$	145	\$	1,160
Interior Designer			hrs	\$	120	\$	-
Architect			hrs	\$	120	\$	-
BIM/Revit/Cad	8		hrs	\$	90	\$	720
Clerical	2		hrs	\$	70	\$	140
Seismic and Code Review			hrs	\$	145	\$	-
Estimating			hrs	\$	145	\$	-
			hrs			\$	-
<i>Sub-total</i>						\$	2,020
Site Visit (s)							
Project Architect	9 @	4	hrs	\$	145	\$	5,220
Interior Designer	@	4	hrs	\$	120	\$	-
Travel Expenses			ea			\$	-
<i>Sub-total</i>						\$	5,220

EXHIBIT B

Grant Agreement and Amendments

Architect Agreement (*HOURLY*) – 05.11.2021 revised COVID funding


**MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
PROGRAM SERVICES CONTRACT**
am 1149 ✓

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

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

Tracking # 51246	Contract Title: EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) ENHANCING DETECTION (ED) EXPANSION	
Contract Start: 7/1/2021	Contract End: 6/30/2023	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: DH220051246		Amend #: 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	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	DUNS NUMBER
*****0810	071989024
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
<i>John Glascock</i>	12/21/2021
PRINTED NAME - 09/28/2021 10:08 AM	TITLE
John Glascock	City Manager
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE
<i>John Mahay</i>	12/29/2021

Wednesday, October 27, 2021

1:19:41 PM

MO 580-3017 (10-12)

Approved as to form:

DocuSigned by:

John Mahay
City Counselor

DS

RW

Page 1 of 1

DH-70/71

RECEIVED

DEC 22 2021

MO DHSS BUREAU OF FINANCIAL SVS

Epidemiology and Laboratory Capacity (ELC) Enhancing Detection (ED) Expansion

Columbia-Boone County Department of Public Health and Human Services

1. GENERAL

- 1.1 The contract amount shall not exceed \$946,680.00 for the period of July 1, 2021 through June 30, 2023.
- 1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. 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.
- 1.3 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:
 - 1.3.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>.
 - 1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.3.3 Taxes (e.g., city/county/state/federal)
 - 1.3.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.3.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Center for Local Public Health Services

Program Contact: Jennifer Harrison

Address: 920 Wildwood, Jefferson City, MO 65109

Phone: 573-522-2881

Email: Jennifer.Harrison@health.mo.gov

2. PURPOSE

- 2.1 Contractor shall use funds to assist with local COVID-19 response efforts.

3. DELIVERABLES AND OUTCOMES

Epidemiology and Laboratory Capacity (ELC) Enhancing Detection (ED) Expansion

- 3.1 Contractor shall use funds to assist with providing or implementing any of the following activities for COVID-19 response:
 - 3.1.1 Case investigation and contact tracing;
 - 3.1.2 Public health surveillance which includes data reporting, analysis and visualization;
 - 3.1.3 COVID-19 testing;
 - 3.1.4 Health education and information that promotes the reduction of community spread; and
 - 3.1.5 Professional development or activities aimed at building infection prevention and control and outbreak response expertise.

4. REPORTS

- 4.1 The Contractor shall submit reports of activities to the Department by the fifteenth day of January, April, July, and October and with the final invoice. The reports shall state all activities that have occurred related to the contract. Failure to submit reports or perform deliverables specified may cause a delay/hold in reimbursement requests.
- 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 months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve 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 budget categories stated in Budget Page (Exhibit 1), which is attached hereto and incorporated by reference as if fully set forth herein.
 - 5.1.1 The Contractor shall submit the Budget Page (Exhibit 1) with the signed contract.
- 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 Indirect costs
 - 5.3.1 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

Epidemiology and Laboratory Capacity (ELC) Enhancing Detection (ED) Expansion

may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

5.3.2 The Contractor shall not bill the Department for indirect costs that exceeds the rate as stated on the Budget Page (Exhibit 1), of the modified total direct costs as defined in 2 CFR § 200.68.

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.

5.3.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

5.4. The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

5.5 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.

5.5.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

5.5.2 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>.

5.6 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.

Epidemiology and Laboratory Capacity (ELC) Enhancing Detection (ED) Expansion

- 6.1.1 A copy of 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 on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice 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 to:

Via email to:

CLPHScontracts@health.mo.gov

OR by mail to:

Missouri Department of Health and Senior Services
Division of Community and Public Health
Center for Local Public Health Services
P.O. Box 570
Jefferson City, MO 65102-0570

OR by fax to:

573-751-5350

- 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

Epidemiology and Laboratory Capacity (ELC) Enhancing Detection (ED) Expansion

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://beta.sam.gov/>.
- 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

Epidemiology and Laboratory Capacity (ELC) Enhancing Detection (ED) Expansion

- 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 § 200.82. 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. Nothing herein shall constitute a waiver of sovereign immunity.

Epidemiology and Laboratory Capacity (ELC) Enhancing Detection (ED) Expansion

- 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.

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

Epidemiology and Laboratory Capacity (ELC) Enhancing Detection (ED) Expansion

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.

Epidemiology and Laboratory Capacity (ELC) Enhancing Detection (ED) Expansion

- 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" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&mc=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 2, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 2 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. **TERMINATION**
- 15.1 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:

Epidemiology and Laboratory Capacity (ELC) Enhancing Detection (ED) Expansion

- 15.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- 15.1.2 A change in federal or state law relevant to this contract occurs; or
- 15.1.3 A material change of the parties to the contract occurs; or
- 15.1.4 By request of the Contractor.
- 15.2 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:
 - 15.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 15.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 15.3 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.

16. SUBCONTRACTING

- 16.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this

Epidemiology and Laboratory Capacity (ELC) Enhancing Detection (ED) Expansion

contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein. Nothing herein shall constitute a waiver of sovereign immunity.

- 16.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:
 - 16.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 16.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 16.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) 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. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 16.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

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

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 Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.
- 1.12 Equipment

SUBRECIPIENT SPECIAL CONDITIONS

- 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.**

Attachment C



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
		From:	To:	
5. DUNS Number	6. EIN	7. Report Type		
		<input type="checkbox"/> Annual <input type="checkbox"/> Final		
8. Transactions				
Contract Expenditures:				
8a. Total contract funds authorized:				
8b. Total expenditures:				
8c. Unspent balance of contract funds (line a minus b):				\$0.00
Match Requirements (if required by the contract):				
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 3728-3730 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

MO580-3091 (07-17)

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:

Attachment D

- (a) 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.
 - (b) 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.

Attachment D

- 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.

Attachment D

- 1.3.16 To the extent not prohibited by law, 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. Nothing herein shall constitute a waiver of sovereign immunity.
- 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

Attachment D

agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

Columbia-Boone County Department of Public Health and Human Services			
Completed By:	Stephanie Browning	Date Completed:	11/10/2021
Contact Email:	stephanie.browning@como.gov	Contact Phone Number:	573-817-6441
Epidemiology and Laboratory Capacity (ELC) Expansion Contract Budget			
Section A			
Total Allowed Contract Amount (see comment)	946,680.00		
Operational Expenses:			
Personnel Services	728,249.60		
Fringe Benefits	218,430.40		
Travel	0.00		
Supplies	0.00		
Other	0.00		
Equipment (see comment below in Section B)	0.00		
Rental/Lease Costs (see comment below in Section B)	0.00		
Contractual	0.00		
Total Direct Costs			
Indirect (Administrative Cost)	0.00		
Contract Total	946,680.00		
Surplus/Deficit	0.00		
			Unallowed Cost for Indirect Computation
Section B			
Total Budgeted Costs	946,680.00		
Total Budgeted Equipment Costs	0.00		0.00
Equipment is defined as Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the contractor or \$5,000.			
Total Budgeted Rental/Lease Costs	0.00		0.00
Subcontractor Budgets			
Subcontract #1	0.00		0.00
Subcontract #2	0.00		0.00
Subcontract #3	0.00		0.00
Subcontract #4	0.00		0.00
Subcontract #5	0.00		0.00
Total Contractual	0.00		
Section C			
10% MTDC Indirect (Administrative) Cost			
Modified Total Direct Costs (MTDC) excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, and participant support costs or the portion of each contractual costs in excess of \$25,000.			
Allowed Cost for the Calculation of Indirect (Administrative) Costs (Total excludes all items noted in Section B above)			946,680.00
Allowed Rate			0%

The contractor is entitled to charge their negotiated rate. If you have an approved negotiated rate please contact Jennifer Harrison as we will need to modify this document to allow the proper calculation of Indirect Cost. In lieu of using their federally negotiated indirect cost rate or if you do not have an approved federally negotiated rate, the contractor may opt to accept an indirect cost rate up to 10% of the modified total direct costs or the contractor may waive charging indirect costs. The alternative method cannot result in more indirect earnings for the contractor than their negotiated rate. If taking less than 10% MTDC for indirect please enter the percent into cell J40.

Columbia-Boone County Department of Public Health and Human Services**Budget Narrative/Justification****Personnel Services**

10.0 FTE Communicable Disease Specialists (18400 hours*25.83/hr); 2.0 FTE Administrative Support Staff (3680 hours*18.10/hr); 1.0 FTE Health Educator (1760 hours*21.21/hr); 1.0 FTE Senior Planner (1840 hours *25.00/hr); 1.0 FTE Contact Tracing Team Lead (1840 hours*22.00/hr); 2.0 FTE Contact Tracers (3680 hours *17.00/hr). Total personnel costs are based on a duration of 23 pay periods.

Fringe Benefits

Fringe Benefits are calculated at approximately 30% of the total personnel costs and include Deferred Compensation, Cell Phone Allowance, Social Security, Health Insurance, LAGERS, Disability, and Life Insurance.

Travel

\$0

Equipment

\$0

Rental/Lease

\$0

Supplies

	\$0
--	-----

Other

	\$0
--	-----

Contractual

	\$0
--	-----

EXHIBIT 2
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.

- | | |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>BOX A:</u> | To be completed by a non-business entity as defined below. |
| <u>BOX B:</u> | 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.dhs.gov/files/programs/gc_1185221678150.shtm . |
| <u>BOX C:</u> | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management. |

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 Epidemiology and Laboratory Capacity (ELC) Enhancing Detection (ED) Expansion 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 2, 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.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: 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 2, 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 2, 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 E.)

BOX C – AFFIDAVIT ON FILE – CURRENT BUSINESS ENTITY STATUS

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 Representative's
Name (Please Print)

171557
E-Verify MOU Company ID Number

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

Stephanie K Browning
Authorized Business Entity
Representative's Signature

Stephanie.Browning@com.gov
E-Mail Address

12-21-2021
Date

Documentation Verification Completed By:

Cindy L Blain
Buyer

12-22-2021
Date

EXHIBIT 3
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 3, 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

11/17/21
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**

1. 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 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


PROGRAM SERVICES CONTRACT

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

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

Tracking # 51246	Contract Title: EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) ENHANCING DETECTION (ED) EXPANSION	
Contract Start: 7/1/2021	Contract End: 6/30/2023	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: DH220051246		Amend #: 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)	DUNS NUMBER
*****0810	071989024
CONTRACTOR'S AUTHORIZED SIGNATURE 	DATE 5/3/2022
PRINTED NAME De'Carlon Seewood	TITLE City Manager
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

Friday, March 11, 2022

6:30:45 AM

MO 580-3017 (10-12)

Approved as to form:

DocuSigned by:


 DA01C98E798B4D2...
 City Counselor

DS


 Page 84 of 134

Page 1 of 1

DH-70/71

AMENDMENT #01 TO CONTRACT DH220051246

CONTRACT TITLE: Epidemiology and Laboratory Capacity (ELC) Enhancing Detection (ED) Expansion

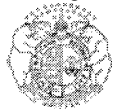
CONTRACT PERIOD: July 1, 2021 through June 30, 2023

The Department of Health and Senior Services hereby amends the above referenced contract as follows:

1. Add Section 5.7 in its entirety as follows:

5.7 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.

All other terms, conditions, and provisions of the 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.

Tracking #	51246	State: 0%	\$0.00	Federal: 100%	\$946,680.00
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Contract Title: EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) ENHANCING DETECTION (ED) EXPANSION

Contract Start: 7/1/2021 **Contract End:** 6/30/2023 **Amend#:** 01 **Contract #:** DH220051246

Vendor Name: CITY OF COLUMBIA

CFDA: 93.323 **Research and Development:** N

CFDA Name: EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

Federal Award: 6NU50CK000546-02

Federal Award Name: CK19-1904 EPIDEMIOLOGY AND LABORATORY CAPACITY FOR PREVENTION AND CONTROL OF EMERGING INFECTIOUS DISEASES (ELC)

Federal Award Year: 2020 **DHSS #:** CK000546-02S **Federal Obligation:** \$946,680.00

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

Project Description:

To assist with local COVID-19 response efforts.


MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
PROGRAM SERVICES CONTRACT

AM03.26

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.

Tracking # 51246	Contract Title: EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) ENHANCING DETECTION (ED) EXPANSION	
Contract Start: 7/1/2021	Contract End: 7/31/2024	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: DH220051246		Amend #: 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 De'Carlton Seewood	DATE 8/8/2023
PRINTED NAME De'Carlton Seewood	TITLE City Manager
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE Amy Blankenship	DATE AUG 14 2023

APPROVED AS TO FORM:

Tuesday, May 23, 2023
MO 580-3017 (03-22)

9:06:29 AM

DocuSigned by:
By:
Nancy Thompson, City Counselor

Page 1 of 1
DH-70/71

AMENDMENT #02 TO CONTRACT DH220051246

CONTRACT TITLE: Epidemiology and Laboratory Capacity (ELC) Enhancing
Detection (ED) Expansion

CONTRACT PERIOD: July 1, 2021 through July 31, 2024

The Department of Health and Senior Services hereby extends the above referenced contract through July 31, 2024; 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 \$946,680.00 for the period of July 1, 2021 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. Add Section 1.5 in its entirety as follows:
 - 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.
2. Delete Attachments B and C in their entirety and replace with revised Attachments B and C, which are attached hereto and incorporated by reference as if fully set forth herein.

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

SUBRECIPIENT SPECIAL CONDITIONS

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

SUBRECIPIENT SPECIAL CONDITIONS

- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
 - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
 - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
 - 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its 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.
- 1.12 Equipment

SUBRECIPIENT SPECIAL CONDITIONS

- 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)					
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">From:</td> <td style="width: 50%; text-align: center;">To:</td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>		From:	To:		
From:	To:						
		4. Contractor Identifying Number (optional)					
5. UEI Number	6. EIN	7. Report Type					
		<input type="checkbox"/> Annual <input type="checkbox"/> Final					
8. Transactions							
Contract Expenditures:							
8a. Total contract funds authorized:							
8b. Total expenditures:							
8c. Unspent balance of contract funds (line a minus b):			\$0.00				
Match Requirements (if required by the contract):							
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)				

MO 580-3091 (3-2022)



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.

Tracking #	51246	State: 0%	\$0.00	Federal: 100%	\$946,680.00
Contract Title:	EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) ENHANCING DETECTION (ED) EXPANSION				
Contract Start:	7/1/2021	Contract End:	7/31/2024	Amend#: 02	Contract #: DH220051246
Vendor Name:	CITY OF COLUMBIA				
CFDA: 93.323	Research and Development: N				
CFDA Name:	EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION				
Federal Award:	6NU50CK000546-02				
Federal Award Name:	CK19-1904 EPIDEMIOLOGY AND LABORATORY CAPACITY FOR PREVENTION AND CONTROL OF EMERGING INFECTIOUS DISEASES (ELC)				
Federal Award Year:	2020	DHSS #:	CK000546-02S	Federal Obligation:	\$946,680.00

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

Project Description:

To assist with local COVID-19 response efforts.

025416

Introduced by Buffaloe
First Reading 7-17-23 Second Reading 8-1-23
Ordinance No. 025416 Council Bill No. B 177-23

AN ORDINANCE

authorizing Amendment No. 2 to the contract with the Missouri Department of Health and Senior Services for epidemiology and laboratory capacity enhancing detection expansion program services for the provision or implementation of COVID-19 response activities; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

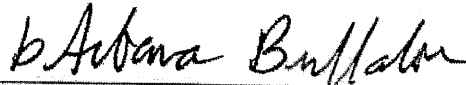
SECTION 1. The City Manager is hereby authorized to execute Amendment No. 2 to the contract with the Missouri Department of Health and Senior Services for epidemiology and laboratory capacity enhancing detection expansion program services for the provision or implementation of COVID-19 response activities for the period of July 1, 2021 through July 31, 2024. The form and content of Amendment No. 2 to the program services contract shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof. Any actions taken by or on behalf of the City in connection with such agreement prior to the date of this ordinance are hereby approved and ratified.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

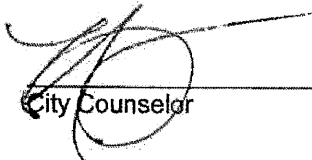
PASSED this 7th day of August, 2023.

ATTEST:


City Clerk


Mayor and Presiding Officer

APPROVED AS TO FORM:


City Counselor


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

AM1007 ✓

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.

Tracking # 51246	Contract Title: EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) ENHANCING DETECTION (ED) EXPANSION	
Contract Start: 7/1/2021	Contract End: 7/31/2024	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: DH220051246		Amend #: 03

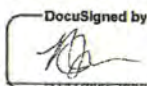
PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

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 DocuSigned by: De'Carlton Seewood	DATE 12/5/2023
PRINTED NAME De'Carlton Seewood	TITLE City Manager
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE Marie May	DATE DEC 06 2023

APPROVED AS TO FORM:

Tuesday, November 7, 2023
MO 580-3017 (03-22)

8:38:52 AM

By: 
Nancy Thompson, City Counselor

Page 1 of 1
DH-70/71

AMENDMENT #03 TO CONTRACT DH220051246

CONTRACT TITLE: Epidemiology and Laboratory Capacity (ELC) Enhancing
Detection (ED) Expansion

CONTRACT PERIOD: July 1, 2021 through July 31, 2024

The Department of Health and Senior Services hereby increases 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 \$1,452,371.00 for the period of July 1, 2021 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. Add Section 3.1.6 in its entirety as follows:
 - 3.1.6 Maintaining and enhancing health information systems and activities to strengthen Communicable Disease response for future outbreaks.
2. Delete Budget Page (Exhibit 1) in its entirety and replace with revised Budget Page (Exhibit 1), which is attached hereto and incorporated by reference as if fully set forth herein.

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

Exhibit 1

Columbia-Boone County Department of Public Health and Human Services
Contract: Epidemiology and Laboratory Capacity (ELC) Enhancing Detection Expansion (EDE)

	Original budget	Additional funding	New overall contract amount (original + additional)
Total Allowed Contract Amount	\$ 946,680.00	\$ 505,691.00	\$ 1,452,371.00
Operational expenses (included in indirect calculation):			\$ -
Personnel Services	\$ 599,359.04		\$ 599,359.04
Fringe Benefits	\$ 176,511.50		\$ 176,511.50
Travel			\$ -
Supplies			\$ -
Other			\$ -
Total operational costs (for indirect calculation)	\$ 775,870.54	\$ -	\$ 775,870.54
Contract #1: MU Healthcare (medical director)	\$ 118,390.81		\$ 118,390.81
Contract #2			\$ -
Contract #3			\$ -
Contract #4			\$ -
Contractual total	\$ 118,390.81	\$ -	\$ 118,390.81
Total direct costs for indirect calculation	\$ 894,261.35	\$ -	\$ 894,261.35
Indirect rate (as stated in the contract)	0.00%	0.00%	0.00%
Indirect cost (Administrative Cost)	\$ -	\$ -	\$ -
EXCLUDED in indirect calculation:			
Equipment			\$ -
Software			\$ -
Renovations	\$ 52,418.65	\$ 505,691.00	\$ 558,109.65
Rental/Lease Costs			\$ -
Total additional expenses (excluded in indirect calculation)	\$ 52,418.65	\$ 505,691.00	\$ 558,109.65
Contract Total	\$ 946,680.00	\$ 505,691.00	\$ 1,452,371.00
Surplus/Deficit	\$ -	\$ -	\$ -

Budget Narrative

Personnel Services - include name and salary or hourly rate

case investigators \$25.83/hr; data entry \$19.21/hr; data analysis \$25/hr; health educator \$21.21/hr; contact tracer \$17/hr; contact tracer team lead \$22/hr; planning supervisor \$36.10/hr= \$599,359.04 total

Fringe Benefits - include fringe benefits as either a percentage or hourly rate for personnel listed above

case investigators- \$840/month; data entry- \$760/month; data analysis \$55/month; health educator- \$771/month; contact tracer- \$800/month; contact tracer team lead- \$778/month; planning supervisor \$965/month= \$176,511.50 total

Travel - include all travel anticipated and include hotel, meals, and mileage according to agency policy or CONUS rate (whichever is lower)**Supplies** - include all supply purchases including general office supplies, paper, pens, toner cartridges and program supplies, etc.

Exhibit 1

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Other - Include any other expenditures that cannot be classified above and include expense details (quantities, unit price, etc.)

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Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000, include items, unit price, and quantity

--

Software - Include monthly or yearly cost

--

Renovations - include brief description, costs, and estimate timeframe

PHHS plans to renovate its existing space to accommodate the growth in full time employees due to COVID. Plans include: converting a conference room and waiting room into two offices and six (or more) work stations. Ensuring the safety of health department employees and clients by enhancing our entry way and limiting access to staff spaces. Providing new office furniture to support staff functions. Reconfiguring a work unit's physical design to allow for more staff space. Engaging an architect to design the plans. The estimated project cost is \$756,180 with a completion date of July 2025. This project will impact 13% our the existing square footage. PHHS plans to use the remainder of the ELC-ED contract towards this cost. PHHS has additional available funding (\$205,000) from the City for building improvements. ELC-ED remaining contract funds (\$558,109) along with PHHS

Rental/Lease - include monthly or yearly cost and rental/lease period

--

Contractual - include contractor name, period of performance, method of accountability, scope of work, estimated amount

Dr. Dima Dandachi, Medical Director, is an employee of MU Healthcare. The City of Columbia has legal agreement with the Curators of the University of Missouri for her services as our medical director. PHHS reimburses the University for services provided by Dr. Dima Dandachi at a cost of \$143 per hour, for up to twenty (20) hours per week. During periods of time when Dr. Dandachi is on leave, PHHS reimburses the University for back-up coverage at the cost of \$165 per day. The scope of work includes: maintaining a collaborative practice agreement with PHHS' advanced practice nurses and registered nurses, and providing consultation or referral for patients receiving services at PHHS, including communicable disease prevention and control. Estimated amount \$118,390.81.

Exhibit 1

Modified Total Direct Costs (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.

The contractor is entitled to charge their negotiated rate. If you have an approved negotiated rate please contact CLPHSContracts@health.mo.gov as we will need to modify this document to allow the proper calculation of indirect cost. In lieu of using their federally negotiated indirect cost rate or if you do not have an approved federally negotiated rate, the contractor may opt to accept an indirect cost rate up to 10% of the modified total direct costs or the contractor may waive charging indirect costs. The alternative method cannot result in more indirect earnings for the contractor than their negotiated rate. If taking less than 10% MTDC for indirect please enter the percent into cell I21.

**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.

Tracking #	51246	State: 0%	\$0.00	Federal: 100%	\$1,452,371.00
Contract Title:	EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) ENHANCING DETECTION (ED) EXPANSION				
Contract Start:	7/1/2021	Contract End:	7/31/2024	Amend#:	03
				Contract #:	DH220051246
Vendor Name:	CITY OF COLUMBIA				
CFDA: 93.323	Research and Development: N				
CFDA Name:	EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION				
Federal Award:	6NU50CK000546-02				
Federal Award Name:	CK19-1904 EPIDEMIOLOGY AND LABORATORY CAPACITY FOR PREVENTION AND CONTROL OF EMERGING INFECTIOUS DISEASES (ELC)				
Federal Award Year:	2020	DHSS #:	CK000546-02S	Federal Obligation:	\$1,452,371.00

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

Project Description:

To assist with local COVID-19 response efforts.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

Am 2507

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.

Tracking # 51246	Contract Title: EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) ENHANCING DETECTION (ED) EXPANSION	
Contract Start: 7/1/2021	Contract End: 7/31/2025	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: DH220051246		Amend #: 04

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'Carlon Seewood on 2024-06-04 21:32:12 GMT	DATE June 04, 2024
PRINTED NAME De'Carlon Seewood	TITLE City Manager
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE <i>Marcia Seewood</i>	DATE JUN 06 2024

APPROVED AS TO FORM:

E-SIGNED by Nancy Thompson

By: on 2024-06-04 14:11:57 GMT

R.W.

Nancy Thompson, City Counselor

Page 1 of 1

DH-70/71

Page 101 of 134

AMENDMENT #04 TO CONTRACT DH220051246

CONTRACT TITLE: Epidemiology and Laboratory Capacity (ELC) Enhancing
Detection (ED) Expansion

CONTRACT PERIOD: July 1, 2021 through July 31, 2025

The Department of Health and Senior Services hereby extends the above referenced contract through July 31, 2025; 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 \$1,452,371.00 for the period of July 1, 2021, through July 31, 2025.

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.

Tracking #	51246	State: 0%	\$0.00	Federal: 100%	\$1,452,371.00
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Contract Title: EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) ENHANCING DETECTION (ED) EXPANSION
Contract Start: 7/1/2021 **Contract End:** 7/31/2025 **Amend#:** 04 **Contract #:** DH220051246
Vendor Name: CITY OF COLUMBIA

CFDA: 93.323 **Research and Development:** N
CFDA Name: EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)
Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION
Federal Award: 6NU50CK000546-02
Federal Award Name: CK19-1904 EPIDEMIOLOGY AND LABORATORY CAPACITY FOR PREVENTION AND CONTROL OF EMERGING INFECTIOUS DISEASES (ELC)
Federal Award Year: 2020 **DHSS #:** CK000546-02S **Federal Obligation:** \$1,452,371.00

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

Project Description:

To assist with local COVID-19 response efforts.

EXHIBIT C

Condominium Association Agreement and Amendments

Architect Agreement (*HOURLY*) – 05.11.2021 revised COVID funding

HEALTH FACILITY AGREEMENT

THIS AGREEMENT is entered into this 4 day of APRIL, 2002, between the City of Columbia, Missouri, a municipal corporation ("City") and the County of Boone, Missouri, a political subdivision of the state of Missouri ("County").

WHEREAS, City has operated a Health Department for years in order to prevent disease and assess, monitor and improve the health of the community; and

WHEREAS, City and County have entered into a number of annual agreements whereby the County provides funding for the City to provide a wide variety of health related services to the residents of Boone County, including residents living outside the city limits of Columbia; and

WHEREAS, the Health Department is in great need of additional space for its operation; and

WHEREAS, City is meeting the space needs of the Health Department by purchasing, for the sum of \$1,200,000, a 5.2 acre tract of land located at 1005 West Worley Street including a 48,180 square feet structure that was previously used as a grocery store; and

WHEREAS, the 48,180 square feet structure contains more space than is currently needed by the Health Department; and

WHEREAS, County wishes to purchase an interest in the Worley Street property and to share the renovation and operational costs of the Health Department with the City; and

WHEREAS, the County wishes to provide space for the Family Health Center of Boone County.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I DEFINITIONS

Sec. 1.1. As used in this agreement, the following words and terms have the following meanings:

"Act" means the Uniform Condominium Act, Sections 448.1-101 to 448.4-120, RSMo and any successor statute.

"Building" means the 48,180 square feet structure on the Property that was previously used as the Nowell's grocery store.

"Common Elements" means those parts of the Property either described in the Act as being Common Elements or described in the Declaration or in the Plats and Plans as being Common Elements.

"Declaration" means the Declaration of Condominium of the Columbia/Boone County Health Department Condominium.

"Health Department" means the department of the City of Columbia government known as the "City Health Department" or the "Columbia/Boone County Health Department."

"Plats and Plans" means the Plats and Plans recorded with the Declaration.

"Property" means the real estate located at 1005 West Worley Street which is further described in Section 2.1 of this agreement.

"Unit 1" means Unit One of the proposed Columbia/Boone County Health Department Condominium consisting of the west 30,542 square feet of the Building.

"Unit 2" means Unit Two of the proposed Columbia/Boone County Health Department Condominium consisting of the east 17,638 square feet of the Building.

ARTICLE II. CREATION OF CONDOMINIUM; SALE OF UNITS

Sec. 2.1. The City shall create a two unit condominium on Lot 1 of Highland Park Addition, Block VII, a 3.99 acre tract of real estate located at 1005 West Worley Street. The condominium shall be created by recording a "Declaration of Condominium of the Columbia/Boone County Health Department Condominium" substantially in the form of Exhibit 1 which is attached to this agreement. The Declaration shall be recorded no later than one month following substantial completion of the renovation of the Building unless both parties agree to an extension of time for recording the Declaration.

Sec. 2.2. After the condominium has been created, the City agrees to sell and the County agrees to buy, upon the terms and conditions set forth in this agreement, an undivided one-half interest in Unit 1.

Sec. 2.3. After the condominium has been created, City agrees to sell and the County agrees to buy, upon the terms and conditions set forth in this agreement, Unit 2.

Sec. 2.4. County waives the requirement of an original sale certificate.

Sec. 2.5. The purchase price for the real estate to be conveyed pursuant to Sections 2.2 and 2.3 shall be \$ 724,074, which shall be paid upon execution of this agreement.

Sec. 2.6. The closing of the sale of the real estate to be conveyed pursuant to Sections 2.2 and 2.3 shall be held within thirty (30) days of the creation of the condominium at a

time to be agreed upon by the parties. The closing shall take place at the office of the City Manager, Daniel Boone Building, 701 East Broadway, Columbia, MO or at such other place as the parties may agree.

Sec. 2.7. All provisions of this agreement other than the provisions relating solely to the initial sale of real estate pursuant to this Article shall survive and remain in effect after the closing of the property.

ARTICLE III. USE, SALE AND LEASE OF PROPERTY

Sec. 3.1. Parties agree to be bound by the restrictions on the use, sale and lease of the property set forth in Article VII of the Declaration.

Sec. 3.2. The City has entered into an agreement with Columbia Farmers Market, Inc. allowing Farmers Market to operate a farmers market on a temporary basis on the paved parking lot on the west side of the Building. This agreement expires on October 30, 2002 and shall not be renewed or extended without the consent of the County.

Sec. 3.3. In consideration of County's payment of the purchase price upon execution of this agreement under Section 2.5, City agrees that it will make no interim use of the property without the County's consent.

ARTICLE IV. GOVERNANCE OF CONDOMINIUM

Sec. 4.1. Parties agree to adopt the Bylaws of the Unit Owners Association of the Columbia/Boone County Health Department Condominium substantially in the form of Exhibit 2 which is attached to this agreement.

ARTICLE V. UNIT 1 COMMITTEE

Sec. 5.1. A four member Unit 1 Committee is established consisting of two members appointed by the Columbia City Council and two members appointed by the Boone County Commission. The Committee shall begin to function after an interest in Unit 1 is conveyed to the County. Committee members shall serve at the pleasure of their appointing authority. The term of office for each Committee member shall be one year and until the member's successor has been appointed. Members of the Executive Board of the Unit Owners Association of the Columbia/Boone County Health Department Condominium are eligible to serve as members of the Unit 1 Committee.

Sec. 5.2. The City Manager shall be entitled to attend all meetings of the Unit 1 Committee and shall act as secretary for the Committee. The City Manager shall maintain an official permanent record of the actions of the Committee. All minutes of meetings shall be subject to the approval of the Committee.

Sec. 5.3. The Unit 1 Committee shall meet from time to time and at such places as the chairman or any two members may direct. Three members of the Committee shall

constitute a quorum for the transaction of business.

Sec. 5.4. The Unit 1 Committee shall advise and make recommendations to the County Commission, City Council and City Manager concerning use, maintenance and improvements of Unit 1. The Committee shall be advisory in nature and is not empowered to bind or obligate the City or County legally, financially or in any other manner.

ARTICLE VI. HEALTH FACILITY COMMITTEE

Sec. 6.1. A temporary five-member Health Facility Committee is established consisting of the City's Director of Health Services, who shall chair the committee, the City's Director of Public Works, one member appointed by the City and two members appointed by the County. Committee members shall serve at the pleasure of their appointing authority. Parties agree to appoint members to the Health Facility Committee as soon as possible after the execution of this agreement. The Health Facility Committee is an interim committee formed to assist and advise the City Council and County Commission on matters related to the renovation of the Building and site improvements to the Common Elements. The Committee shall cease to exist when Unit 2 and an interest in Unit 1 have been conveyed from the City to the County.

ARTICLE VII. RENOVATION OF BUILDING AND IMPROVEMENT OF COMMON ELEMENTS

Sec. 7.1. The provisions of this Article shall apply to the initial renovation of the Building and the initial improvements to the Common Elements.

Sec. 7.2. The County shall, at its cost, provide for such renovation of the interior of Unit 2 as it determines is necessary or desirable.

Sec. 7.3. City and County have contracted with an architect to develop plans for renovation of the exterior of the Building, the mechanical system of the Building, the interior of Units 1 and 2 and site improvements for the Common Elements. The City's Director of Public Works shall serve as the parties' representative in dealing with the architect and contractor. The Health Facility Committee shall work with the architect in developing the plans for the exterior of the Building, the mechanical system of the Building, the interior of Unit 1 and site improvements for the Common Elements. The County shall designate a person or persons to work with the City's Director of Public Works and the architect in developing plans for Unit 2. After the plans have been completed, the Health Facility Committee shall forward the plans to the County Commission and the City Council with its recommendations.

Sec. 7.4. Plans for the renovation of the exterior of the Building, the mechanical system of the Building, the interior of Unit 1 and site improvements for the Common Elements, are subject to the approval of the Boone County Commission and the Columbia City

Council.

Sec. 7.5. Plans for renovation of the Building shall include construction of a firewall between Unit 1 and Unit 2 and separate HVAC systems for the units. Utilities for the units shall be metered and billed separately.

Sec. 7.6. All renovations of the Building shall be in accordance with the Building Code of Columbia, Missouri and all other applicable City ordinances.

Sec. 7.7. Exterior renovation costs that can be apportioned to either Unit 1 or Unit 2 (for example, separate bid items on a contract or a roof repair on the roof over only one of the units) shall be apportioned to the appropriate unit. All other costs shall be apportioned between the units on a proportionate basis (63.39% for Unit 1; 36.61% for Unit 2).

Sec. 7.8. County shall pay all costs for renovation of Unit 2 including exterior work and mechanical system work, architect design and separate utilities.

The estimated costs for these items are as follows:

<u>ITEM</u>	<u>ESTIMATED COST</u>
• Renovation costs (includes exterior work, one-half of cost of construction of firewall and mechanical system work)	\$ 1,058,280
• Architect design	79,700
• Separate utilities	14,755
	\$ 1,152,735

Sec. 7.9. County and City shall each pay 50% of the cost of the following items related to Unit 1:

<u>ITEM</u>	<u>ESTIMATED COST</u>
• Renovation costs (includes exterior work, one-half of cost of construction of firewall and mechanical system work)	\$ 1,832,520
• Architect design	138,000
• Fiber optics and telecommunications equipment	50,000
• Modular furniture	285,000
• Separate utilities	25,551
	\$ 2,331,071

Sec. 7.10. County and City shall each pay 50% for public art for the Unit 1 Property under the City's Percent for Art program.

Sec. 7.11. County shall pay 68% and City shall pay 32% of the costs of the site improvements for the Common Elements including sidewalk costs and parking lot renovation costs. The estimated cost of these items is \$ 18,000.

Sec. 7.12. City will contract for the construction of the firewall, for renovation work on Unit 1, for mechanical system work for Unit 1 and Unit 2, for the exterior building renovations and for site improvements for the Common Elements following its public improvement process. City may contract for other services following its purchasing policies.

Sec. 7.13. County and City shall each pay 50% of the closing costs of the City's purchase of the Property, costs of creating a condominium and expenses of moving the Health Department. The estimated cost of these items is \$6,000.

Sec. 7.14. City shall not contract for any of the items set forth in this Article without the prior approval of County if the contract amount would cause the cost to exceed the estimates set forth in this Article. If the contract amounts are lower than the estimates, those contract amounts shall supercede or replace the estimates as the amount the parties are responsible for paying.

Sec. 7.15. The agreements made in Article VII are agreements for the allocation of financial responsibility between the City and County. No agreements or contracts for the renovation of the building shall be executed until and unless the City and County have appropriated funds for the complete renovation of the building.

ARTICLE VIII. HEALTH DEPARTMENT BUILDING MAINTENANCE

Sec. 8.1. City and County will share the building maintenance and utility costs that are routinely included in the City's annual Health Department budget. Each party's share of the cost will be determined by the percent of Boone County population residing inside and outside of the Columbia city limits. (For example, if 62% of Boone County residents reside within Columbia, City would pay 62% of building maintenance cost.) Annually, during budget preparation, population projections will be reviewed and adjustments to the budget will be made accordingly.

ARTICLE IX. UNIT 1 MAINTENANCE AND IMPROVEMENT COSTS

Sec. 9.1. The provisions of this Article shall apply to maintenance and improvement costs for Unit 1 that are not included in the initial renovations and improvements described in Article VII and that are not routinely included in the annual Health Department budget.

Sec. 9.2. The Unit 1 Committee may initiate and shall review all proposals for extraordinary maintenance and improvements of Unit 1 and make its recommendations to the County Commission and City Council. All extraordinary maintenance of and improvements to Unit 1 shall require the approval of the County Commission and the

City Council.

Sec. 9.3. All costs for extraordinary maintenance and improvements to Unit 1 shall be divided evenly between the County and the City unless otherwise agreed to by the parties.

ARTICLE X. TERMINATION OF CONDOMINIUM

Sec. 10.1. Either party may initiate a termination of the condominium by giving written notice to the other party of its desire to terminate the condominium.

Sec. 10.2. After notice is given, the parties shall cooperate in taking all actions required under the Act to terminate a condominium.

Sec. 10.3. Unless the parties agree otherwise, the termination of the condominium shall not occur less than one year from the time the notice is received and shall not occur less than one hundred eighty (180) days before the beginning of the next succeeding fiscal year of the party upon whom notice is served.

Sec. 10.4. After the notice described in Sec. 10.1 has been given, the parties shall have the Property appraised. If the parties agree on an appraiser, they shall divide the cost of the appraisal equally. If the parties do not agree on an appraiser, each party shall retain and pay its own appraiser. The appraised value shall be the average of the two appraisals. If either party shall object to the appraised value being the average of the two appraisals, it may elect at its own expense to require the two appraisers to select a third appraiser who shall appraise the Property. Appraised value shall then be the average of the three appraisals.

Sec. 10.5. The party initiating the termination shall offer to buy the other party's interest in the Property, offer to sell its interest in the Property to the other party or make some other offer on dividing or disposing of the Property. If the Property is sold pursuant to this section, the sales price shall be the appraised value as determined by Sec. 10.4. If the City buys the County's interest in the Property, it shall pay County 68% of the appraised value of the Property. If the County buys the City's interest in the Property, it shall pay City 32% of the appraised value of the Property.

Sec. 10.6. If the parties are unable to reach an agreement on the sale or division or other disposition of the Property, they shall offer the Property for sale on the open market. If the parties are unable to agree on the manner of offering the Property for sale on the open market, either party may initiate a partition action in the Circuit Court of Boone County, Missouri.

Sec. 10.7. Any lease of any portion of the Property entered into after the execution of this agreement shall terminate upon termination of the condominium. Any lease of the Property entered into after the execution of this agreement shall provide that the lease shall be terminated upon termination of the condominium.

ARTICLE XI. MISCELLANEOUS

Sec. 11.1. Notice under this agreement shall be given in writing and may be hand delivered, sent by US Mail or faxed as follows:

If delivered to City:
City of Columbia
City Manager
PO Box 6015
Columbia, MO 65205
FAX: 874-7539

If delivered to County:
Boone County
Presiding Commissioner
801 East Walnut
Columbia, MO 65201
FAX: 886-4311

A party may change the address to which, fax number to which or official to whom notice is to be given by giving notice of such change to the other party.

Sec. 11.2. This agreement is for the sole benefit of the County and City. Nothing in this agreement is intended to confer any rights or remedies on any third party.

Sec. 11.3. Neither party shall assign, lease or convey its interest in the Property or assign its interest in this agreement to any third party without the written consent of the other party. Any such assignment, lease or conveyance shall not relieve a party from its obligations to the other party under this agreement.

Sec. 11.4. This agreement shall take effect upon its execution by both parties and shall remain in effect until either party no longer retains an interest in the Property or until this agreement is terminated by mutual agreement of the parties.

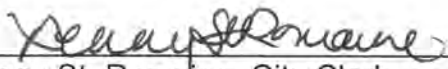
Sec. 11.5. This agreement shall be recorded in the office of the Recorder of Deeds of Boone County, Missouri.

IN WITNESS WHEREOF, the parties hereto have executed the agreement on the day and year first above written.


CITY OF COLUMBIA, MISSOURI

BY: Raymond A. Beck
Raymond A. Beck, City Manager

ATTEST:


Penny St. Romaine, City Clerk

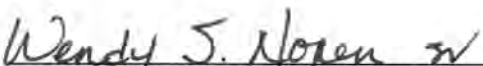
APPROVED AS TO FORM:


Fred Boeckmann, City Counselor
Henry C. Stoltz Acting

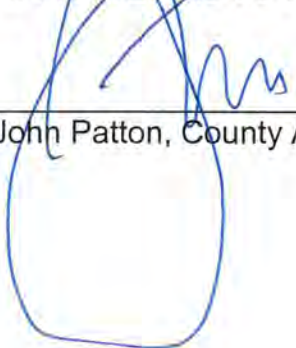
BOONE COUNTY, MISSOURI


Don Stamper
Presiding Commissioner

ATTEST:


Wendy Noren, County Clerk

APPROVED AS TO FORM:


John Patton, County Attorney

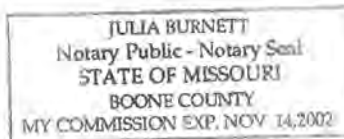
STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 4th day of April, 2002, before me appeared Raymond A. Beck, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year first above written.

Julia Burnett
Notary Public

My commission expires: 11-14-02

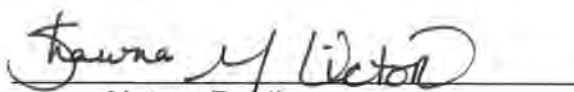


STATE OF MISSOURI)
)
COUNTY OF BOONE) ss.

On this 4 day of APRIL, 2002, before me, a Notary Public in and for said state, personally appeared Don Stamper, Presiding Commissioner of Boone County, Missouri, who being by me duly sworn, acknowledged that said instrument was signed in behalf of Boone County, Missouri, by authority of the County Commission and further acknowledged that he executed the same as the free act and deed of the County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

(SEAL)
SHAWNA M. VICTOR
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires October 14, 2005


Notary Public
SHAWNA M. VICTOR

My commission expires 14 OCTOBER 2005.

I certify this contract is within the purpose of the appropriation to which it is charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.


June Pitchford, County Auditor

I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 440-8800-532.49-90 C40151, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.



Lori B. Fleming, Director of Finance

EXHIBIT # 1

**DECLARATION OF CONDOMINIUM OF THE COLUMBIA/BOONE COUNTY
HEALTH DEPARTMENT CONDOMINIUM**

The City of Columbia, Missouri, a municipal corporation, as the owner in fee simple of Lot 1 of Highland Park Addition, Block VII, as shown on the plat thereof recorded in Plat Book 6, Page 46 of the records of the Boone County Recorder of Deeds, declares on this _____ day of _____, 2002 as follows:

ARTICLE I - DEFINITIONS

Section 1.1. As used in this Declaration, the following words and terms have the following meanings:

“Act” means the Uniform Condominium Act, Sections 448.1-101 to 448.4-120, RSMo and any successor statute.

“Association” means the Unit Owners Association of the Columbia/Boone County Health Department Condominium, an unincorporated association consisting of the Unit owners of the Condominium.

“Bylaws” means the Bylaws of the Unit Owners Association of the Columbia/Boone County Health Department Condominium.

“Common Elements” means those parts of the Property either described in the Act as being Common Elements or described in this Declaration or in the Plats and Plans as being Common Elements.

“Common Expenses” means expenditures made by or financial liabilities of the Association together with any allocations to reserves.

“Condominium” means the Columbia/Boone County Health Department Condominium described in this Declaration and the Plats and Plans.

“Condominium Documents” includes the Declaration, Plats and Plans, Bylaws and Rules and Regulations.

“Declarant” means the City of Columbia, Missouri.

“Declaration” means this document, as it may be amended from time to time.

“Executive Board” means the Executive Board of the Association.

“Limited Common Elements” means those parts of the Property either described in the Act as Limited Common Elements or described in this Declaration as Limited Common Elements.

“Plats and Plans” means the Plats and Plans recorded with this Declaration as such may be amended from time to time, reduced photocopies of which are attached hereto as Exhibit A.

“Property” means Lot 1 of Highland Park Addition, Block VII, as shown on the plat thereof recorded in Plat Book 6, Page 46 of the records of the Boone County Recorder of Deeds.

“Rules and Regulations” means such Rules and Regulations as are promulgated by the Executive Board from time to time with respect to the use of all or any portion of the Property.

“Unit” means a physical portion of the Condominium created by this Declaration or any amendment thereto and designated for separate ownership or occupancy, the boundaries of which are described in Article III.

ARTICLE II. SUBMISSIONS

- 2.1 Declarant, the owner in fee simple of the Property, situated in Boone County, Missouri, hereby submits the Property to the provisions of the Uniform Condominium Act. The provisions of the Act shall apply to and govern the operation of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.
- 2.2 The Condominium consists of two Units as depicted on the plat.
- 2.3 Declarant does not reserve the right to create additional Units.
- 2.4 The name of the Condominium is “Columbia/Boone County Health Department Condominium.”

ARTICLE III. UNIT BOUNDARIES

- 3.1 The vertical boundary lines of each Unit are as shown on the plat and are intended to be

the centerline of the wall between the Units and the outermost projection of the existing building structure.

- 3.2 There are no horizontal boundary lines.

ARTICLE IV. MAINTENANCE

- 4.1 The Association is responsible for maintenance, repair and replacement of the Common Elements and Limited Common Elements.
- 4.2 Each Unit owner is responsible for maintenance, repair and replacement of its Unit.
- 4.3 Electric, gas and water service will be separately metered for each Unit. Each Unit owner will be responsible for the cost of all utility service furnished to its Unit.

ARTICLE V. COMMON ELEMENTS

- 5.1 The Common Elements include all portions of the Condominium other than the Units.
- 5.2 The Association may allocate parking spaces to particular Units as Limited Common Elements.

ARTICLE VI. ALLOCATION OF PERCENTAGE INTEREST, COMMON EXPENSES AND VOTING RIGHTS

- 6.1 Unit 1 shall have a 63.39% undivided interest in the Common Elements of the Association. Unit 2 shall have a 36.61% undivided interest in the Common Elements of the Association. These percentage interests were determined by dividing the approximate square footage of each Unit as of the date of this Declaration by the total square footage of both Units of the Condominium.
- 6.2 Unit 1 shall be liable for 63.39% of the Common Expenses of the Condominium. And Unit 2 shall be liable for 36.61% of the Common Expenses of the Condominium. These percentage liabilities were determined by dividing the approximate square footage of each Unit as of the date of this Declaration by the total square footage of both Units of the Condominium.
- 6.3 One vote shall be allocated to each Unit to permit equality between Units.

ARTICLE VII. RESTRICTIONS ON USE, SALE AND LEASE OF UNITS

- 7.1 All Units are restricted to nonresidential use. Unit 1 shall be used solely for the Columbia/Boone County Health Department. Unit 2 is intended to be leased to Family

Health Center of Boone County, a Missouri not-for-profit corporation, for use as a health clinic. If the unit is not used as a health clinic, it may be used for any governmental purposes that are consistent with general office use. No other use of the Units may be made without the express permission of 100% of all owners of each Unit.

- 7.2 A portion of the Common Element is leased by the Boone County National Bank for use as an ATM. This lease may be renewed only with the consent of the owners of both Units. The income from this lease shall be used to pay a portion of the Common Expenses of the Association.
- 7.3 No Unit owner may obstruct the Common Elements in any way. No Unit owner may store anything on the Common Elements without the consent of the Association.
- 7.4 No Unit owner may place any garbage, trash or rubbish anywhere on the Common Elements except as may be designated for such purpose by the Association.
- 7.5 No Unit owner may have any sign on the Property that has not been approved by the Association and that is not in compliance with Chapter 23 of the Code of Ordinances of the City of Columbia, and any successor ordinance.
- 7.6 The Association may promulgate reasonable Rules and Regulations, not in conflict with this Declaration, concerning the use and enjoyment of the Property.
- 7.7 The owner of each Unit shall be responsible for maintaining the Unit in good order and repair at the owner's expense.
- 7.8 The owner of a Unit shall not alter in any way any exterior portion of the Unit without the prior consent of the Association.
- 7.9 A Unit owner may not sell, convey or lease the Unit without the written consent of 100% of all owners of each Unit.

ARTICLE VIII. INSURANCE

- 8.1 The Association shall maintain as a Common Expense such insurance as the Executive Board deems appropriate.

ARTICLE IX. APPLICABILITY OF CONDOMINIUM

- 9.1 Each present and future owner, lessee and occupant of a Unit shall be subject to and comply with the provisions of the Act and with the covenants, conditions and restrictions set forth in the Condominium Documents.

- 9.2 Entering into a lease or entering into occupancy of a Unit shall constitute an agreement that the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents are accepted and ratified by the lessee or occupant.
- 9.3 Every lease of a Unit shall contain a provision stating that the lessee is subject to the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents.
- 9.4 All covenants, conditions and restrictions set forth in the Condominium Documents are covenants running with the land and shall bind any person having at any time any interest or estate in a Unit.
- 9.5 The Association and any person having any ownership interest in any Unit shall have a right of action against any Unit owner or tenant who fails to comply with any of the provisions of the Condominium Documents. An aggrieved Unit owner shall have a similar right of action against the Association.

ARTICLE X. BUDGET

- 10.1 The Executive Board shall adopt a proposed budget at least two months before the beginning of the Association's Fiscal Year in accordance with procedures and guidelines set forth in the Bylaws. The budget must be approved by the affirmative vote of at least three Board members.

ARTICLE XI. ASSESSMENTS

- 11.1 The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, for each fiscal year, the sums necessary and adequate to provide for the Common Expenses for the fiscal year. The Executive Board in accordance with the Bylaws shall have the power to levy a monthly assessment against each Unit sufficient to pay the estimated Common Expenses for the fiscal year.
- 11.2 If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year, the Executive Board shall have the power, at any time it deems necessary and proper, to levy one or more special assessments against each Unit owner. Special assessments shall be due and payable in the manner and on the date set forth in the notice thereof.
- 11.3 Each Unit owner shall pay all assessments levied by the Association. Liability for such assessments shall be determined in accordance with the Bylaws. Assessments that are unpaid for over thirty (30) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid.

- 11.4 No Unit owner may exempt itself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of its Unit or otherwise.

ARTICLE XII. AMENDMENT OF DECLARATION

- 12.1 This Declaration may be amended only by a vote of 100% of the Unit owners.

ARTICLE XIII. TERMINATION

- 13.1 The Condominium may be terminated in accordance with the provisions of Section 448.2-118 of the Act or any successor statute.

ARTICLE XIV. GENERAL PROVISIONS

- 14.1 The headings used in this Declaration are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.
- 14.2 The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions unless such deletions shall destroy the uniform plan of development and operation of the Condominium project which this Declaration is intended to create.
- 14.3 This Declaration shall become effective when it has been recorded.

IN WITNESS WHEREOF, the Declarant, by Raymond A. Beck, its City Manager, duly authorized, has caused this Declaration to be duly executed on this _____ day of _____, 2002.

CITY OF COLUMBIA, MISSOURI

BY: _____
Raymond A. Beck, City Manager

ATTEST:

Penny St. Romaine, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

STATE OF MISSOURI)

) ss

COUNTY OF BOONE)

On this _____ day of _____, 2002, before me appeared Raymond A. Beck, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year first above written.

Notary Public

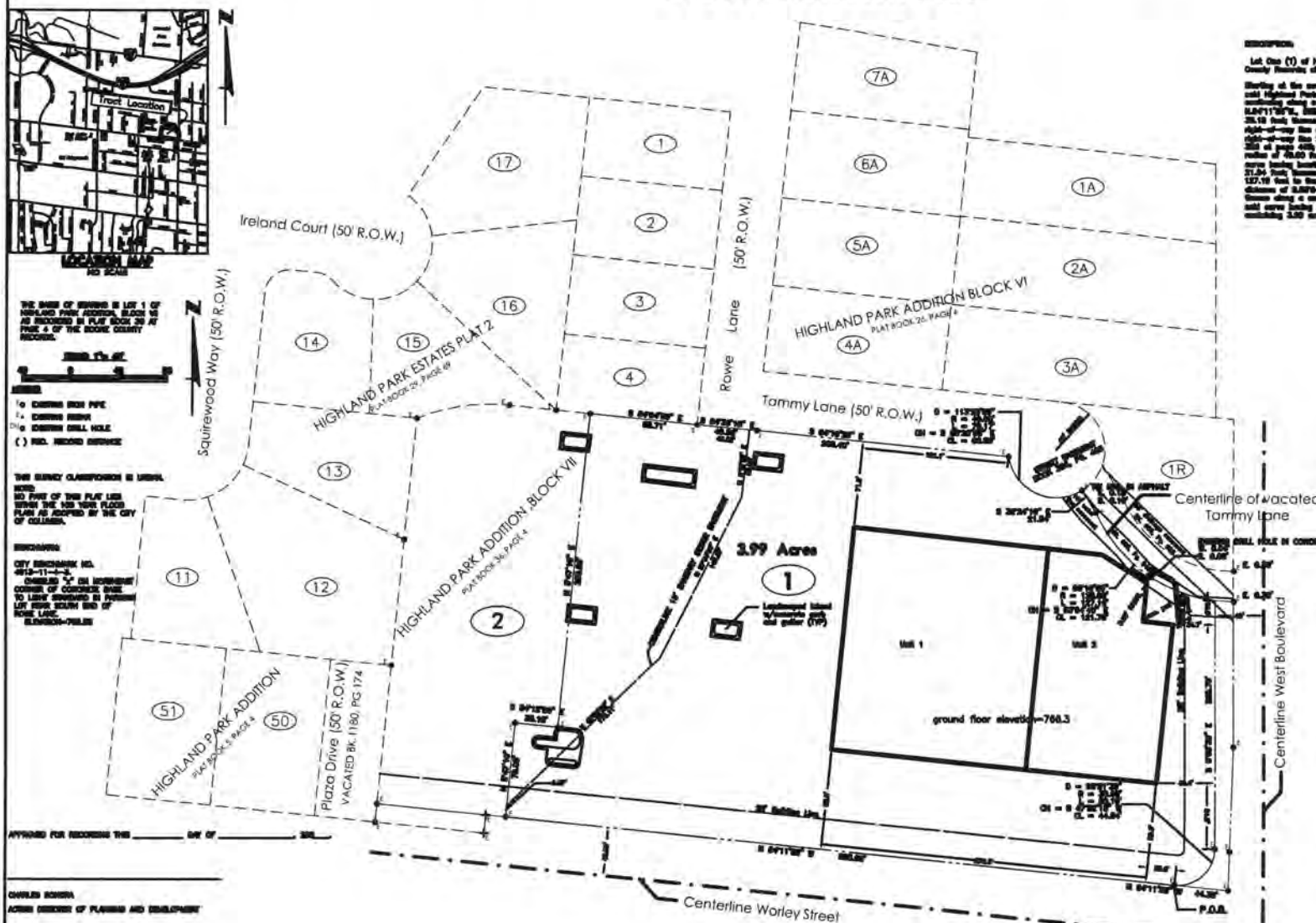
My commission expires: _____.

PLAN FOR RECORD, BOONE COUNTY, MISSOURI
NOTICE: JOHNNY, RECORDS OF PLATS

Columbia/Boone County Health Department Condominium

A Condominium Plat

SHEET 1 OF 2



DESCRIPTION

Let One (1) of Highland Park Addition, Block VI, as recorded in Plat Book 26 of Page 4 of the Boone County Records, be the City of Columbia, Boone County, Missouri and described as follows:

Starting at the southeast corner of said Highland Park Addition, Block VI, thence along the south line of said Highland Park Addition, Block VI, S. 89°11'00"W, 44.25 feet to the POINT OF BEGINNING, thence along said south line, and north line, and along the north right-of-way line of Worley Street, S. 89°11'00"W, 355.50 feet thence bearing and with the S. 89°11'00"W, 76.50 feet thence S. 89°11'00"W, 35.10 feet thence S. 89°11'00"W, 355.50 feet thence S. 89°11'00"W, 35.71 feet thence along the south right-of-way line of Tammy Lane, S. 89°11'00"W, 45.50 feet thence continuing along said south right-of-way line S. 89°11'00"W, 35.50 feet to a well-known monument in the street corner to Block 16 of Page 408 thence along the easterly side of said well-known monument a curve to the left having a radius of 46.00 feet, a distance of 70.17 feet to the southeast corner of said Tammy Lane, the start of said curve bearing and distance of S. 89°11'00"W, 65.50 feet thence along said curve S. 89°11'00"W, 21.50 feet thence along a quarter-circle curve to the left having a radius of 75.00 feet, a distance of 107.19 feet to the west right-of-way line of West Boulevard, the start of said curve bearing and distance of S. 89°11'00"W, 121.70 feet thence along said west right-of-way line S. 89°11'00"W, 355.70 feet thence along a curve to the right having a radius of 75.00 feet, a distance of 107.19 feet, the start of said curve bearing and distance of S. 89°11'00"W, 44.50 feet to the POINT OF BEGINNING and enclosing 2.50 acres.

CERTIFICATION:

I hereby certify that in October, 2001, I completed a survey of Lot 1 of Highland Park Addition, Block VI, as recorded in Plat Book 26 of Page 4 of the Boone County Records, and enclosing 2.50 acres.

This survey contains all information required by Chapter 485-105, RSMo, (VMS), and survey conforms to the current Missouri Standards for Property Boundary Surveys.

Donna D. Stachura
Donna D. Stachura
City Land Surveyor

Subscribed and attested before me this 22nd day of July, 2001.

Notary Public
My commission expires _____

NOTES

The location of the above water easement as described in Block 654 of Page 595 of the Boone County Records is described as starting at the southeast corner of Lot 10 of Block 2 of the Addition of Streets 1, 2, 3 and 4 of Highland Park Addition as shown in Plat Book 8 of Page 46 of the Boone County Records, thence along the south line of said Addition S. 89°11'00"W, 35.50 feet to the POINT OF BEGINNING, thence bearing and with the S. 89°11'00"W, 35.10 feet thence S. 89°11'00"W, 35.50 feet to the centerline of a well-known monument in the street corner to Block 16 of Page 408 thence along the easterly side of said well-known monument a curve to the left having a radius of 46.00 feet, a distance of 70.17 feet to the southeast corner of said Tammy Lane, the start of said curve bearing and distance of S. 89°11'00"W, 65.50 feet thence along said curve S. 89°11'00"W, 21.50 feet thence along a quarter-circle curve to the left having a radius of 75.00 feet, a distance of 107.19 feet to the west right-of-way line of West Boulevard, the start of said curve bearing and distance of S. 89°11'00"W, 121.70 feet thence along said west right-of-way line S. 89°11'00"W, 355.70 feet thence along a curve to the right having a radius of 75.00 feet, a distance of 107.19 feet, the start of said curve bearing and distance of S. 89°11'00"W, 44.50 feet to the POINT OF BEGINNING and enclosing 2.50 acres.

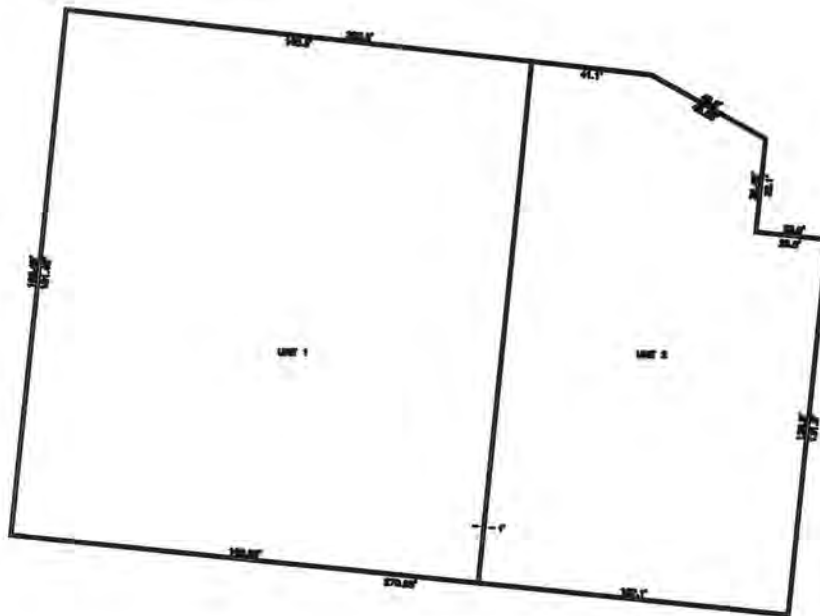
The location of the drainage easement as described in Block 654 of Page 595 of the Boone County Records is described as starting at the southeast corner of Lot 10 of Block 2 of the Addition of Streets 1, 2, 3 and 4 of Highland Park Addition as shown in Plat Book 8 of Page 46 of the Boone County Records, thence along the south line of said Addition S. 89°11'00"W, 35.50 feet to the POINT OF BEGINNING, thence bearing and with the S. 89°11'00"W, 35.10 feet thence S. 89°11'00"W, 35.50 feet thence S. 89°11'00"W, 35.71 feet thence along the south right-of-way line of Tammy Lane, S. 89°11'00"W, 45.50 feet thence continuing along said south right-of-way line S. 89°11'00"W, 35.50 feet to a well-known monument in the street corner to Block 16 of Page 408 thence along the easterly side of said well-known monument a curve to the left having a radius of 46.00 feet, a distance of 70.17 feet to the southeast corner of said Tammy Lane, the start of said curve bearing and distance of S. 89°11'00"W, 65.50 feet thence along said curve S. 89°11'00"W, 21.50 feet thence along a quarter-circle curve to the left having a radius of 75.00 feet, a distance of 107.19 feet to the west right-of-way line of West Boulevard, the start of said curve bearing and distance of S. 89°11'00"W, 121.70 feet thence along said west right-of-way line S. 89°11'00"W, 355.70 feet thence along a curve to the right having a radius of 75.00 feet, a distance of 107.19 feet, the start of said curve bearing and distance of S. 89°11'00"W, 44.50 feet to the POINT OF BEGINNING and enclosing 2.50 acres.

The location of the water line easement as described in Block 654 of Page 595 of the Boone County Records is described as starting at the southeast corner of Lot 10 of Block 2 of the Addition of Streets 1, 2, 3 and 4 of Highland Park Addition as shown in Plat Book 8 of Page 46 of the Boone County Records, thence along the south line of said Addition S. 89°11'00"W, 35.50 feet to the POINT OF BEGINNING, thence bearing and with the S. 89°11'00"W, 35.10 feet thence S. 89°11'00"W, 35.50 feet thence S. 89°11'00"W, 35.71 feet thence along the south right-of-way line of Tammy Lane, S. 89°11'00"W, 45.50 feet thence continuing along said south right-of-way line S. 89°11'00"W, 35.50 feet to a well-known monument in the street corner to Block 16 of Page 408 thence along the easterly side of said well-known monument a curve to the left having a radius of 46.00 feet, a distance of 70.17 feet to the southeast corner of said Tammy Lane, the start of said curve bearing and distance of S. 89°11'00"W, 65.50 feet thence along said curve S. 89°11'00"W, 21.50 feet thence along a quarter-circle curve to the left having a radius of 75.00 feet, a distance of 107.19 feet to the west right-of-way line of West Boulevard, the start of said curve bearing and distance of S. 89°11'00"W, 121.70 feet thence along said west right-of-way line S. 89°11'00"W, 355.70 feet thence along a curve to the right having a radius of 75.00 feet, a distance of 107.19 feet, the start of said curve bearing and distance of S. 89°11'00"W, 44.50 feet to the POINT OF BEGINNING and enclosing 2.50 acres.

The northwesterly corner of the existing building construction on the water line easement by 1.20 feet.

Columbia/Boone County Health Department Condominium

Diagrammatic Plans



FLOOR PLAN



Donald D. Heston
 Donald D. Heston
 City Land Surveyor
 22 JUL 04



TYPICAL UNIT ELEVATION
 (NOT TO SCALE)

UNIT	FLOOR ELEVATION	CEILING ELEVATION
1	782.3	783.7
2	782.3	783.7

**BYLAWS OF THE UNIT OWNERS ASSOCIATION OF THE
COLUMBIA/BOONE COUNTY HEALTH DEPARTMENT CONDOMINIUM**

These Bylaws are adopted on this _____ day of _____, 2002, by the Unit Owners Association of the Columbia/Boone County Health Department Condominium.

ARTICLE I. DEFINITIONS

1.1 As used in these Bylaws, the following words and terms have the following meanings:

"Act" means the Uniform Condominium Act, Sections 448.1-101 to 448.4-120, RSMo and any successor statute.

"Association" means the Unit Owners Association of the Columbia/Boone County Health Department Condominium, an unincorporated association consisting of the Unit owners of the Condominium.

"Bylaws" means the Bylaws of the Unit Owners Association of the Columbia/Boone County Health Department Condominium.

"Common Elements" means those parts of the Property either described in the Act as being Common Elements or described in the Declaration or in the Plats and Plans as being Common Elements.

"Common Expenses" means expenditures made by or financial liabilities of the Association together with any allocations to reserves.

"Condominium" means the Columbia/Boone County Health Department Condominium described in the Declaration and the Plats and Plans.

"Condominium Documents" includes the Declaration, Plats and Plans, Bylaws and Rules and Regulations.

"Declarant" means the City of Columbia, Missouri.

"Declaration" means the Declaration of Condominium of the Columbia/Boone County Health Department Condominium, as it may be amended from time to time.

"Executive Board" means the Executive Board of the Association.

"Limited Common Elements" means those parts of the Property described in the Act or the Declaration as Limited Common Elements.

"Plats and Plans" means the Plats and Plans recorded with the Declaration.

"Property" means Lot 1 of Highland Park Addition, Block VII, as shown on the plat thereof recorded in Plat Book 6, Page 46 of the records of the Boone County Recorder of Deeds.

"Rules and Regulations" means such Rules and Regulations as are promulgated by the Executive Board from time to time with respect to the use of all or any portion of the Property.

"Unit" means a physical portion of the Condominium created by the Declaration or any amendment thereto and designated for separate ownership or occupancy, the boundaries of which are described in Article III of the Declaration.

ARTICLE II. THE ASSOCIATION

- 2.1 The Association is an unincorporated association comprised of all Unit owners of the Condominium. A person shall become a member of the Association automatically at the time the person acquires legal title to a Unit. The person shall continue to be a member for as long as the person holds title to the Unit. A Unit owner shall not be permitted to resign from membership in the Association before transferring title to the Unit to another. Membership may be transferred only by transfer of title to the Unit to which the membership pertains.

ARTICLE III. ASSOCIATION MEETINGS

- 3.1 The Association shall hold an annual meeting in January of each year at a date, time and place designated by the Executive Committee. Special meetings of the Association may be called by the president or by any Executive Board member or owner. Not less than ten nor more than sixty days in advance of any meeting, the secretary shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove a director or officer.
- 3.2 Owners of both Units must be present at all times in order to constitute a quorum for the transaction of business.
- 3.3 Each Unit of the Condominium is allocated one vote in the Association. Fractional votes may not be cast. If only one of the multiple owners of a Unit is present at a meeting of the Association, that owner is entitled to cast the vote allocated to the Unit. If more than one of the multiple owners are present, the vote allocated to the Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. Voting by proxy shall be allowed in accordance with Section 448.3-110 of the Act.

- 3.4 The president shall preside over all meetings of the Association. The secretary shall keep minutes of each meeting and shall keep records of all resolutions adopted and all transactions occurring at a meeting.

ARTICLE IV. EXECUTIVE BOARD

- 4.1 The affairs of the Association shall be governed by the Executive Board. The Executive Board shall consist of four (4) members over the age of eighteen. For such time as the City of Columbia and Boone County are the sole owners of Units of the Condominium, two members of the Executive Board shall be appointed by the Boone County Commission and two members shall be appointed by the Columbia City Council. Executive Board members shall serve at the pleasure of their appointing authority. The term of office for each Executive Board member shall be one year and until the member's successor has been appointed. The Executive Board may fill vacancies in its membership for the unexpired portion of any term. The manner of appointing members to the Executive Board shall be modified if a fee interest in either Unit of the Condominium is conveyed to any party other than the City of Columbia or Boone County.
- 4.2 The Executive Board shall hold an annual meeting to elect officers immediately following the annual meeting of the Association. The Executive Board shall hold meetings at the call of the president or upon request to the president of any two members of the Executive Board. The president shall designate the time and place of Executive Board meetings.
- 4.3 Not less than forty-eight (48) hours before any Executive Board meeting, a written notice stating the date, time and place of such meeting shall be delivered, either by hand, by mail or by electronic mail, to each Executive Board member at the address given to the Executive Board by such Executive Board member for such purpose. Any Executive Board member may waive notice of a meeting. An Executive Board member's attendance at a meeting shall constitute the member's waiver of notice of such meeting.
- 4.4 Three (3) members shall constitute a quorum for the transaction of business, and the votes of three (3) members shall be required to take any action. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.
- 4.5 The president shall preside over all meetings of the Executive Board. The secretary shall keep minutes of each meeting and shall keep records of all resolutions adopted and all transactions occurring at a meeting.
- 4.6 The Unit owners, by a two-thirds majority vote, of all persons present and entitled to vote at any meeting of the Unit owners at which a quorum is present, may remove any member

of the Executive Board.

- 4.7 Executive Board members shall serve without compensation.
- 4.8 The Executive Board shall have all of the powers and duties granted by the Act. Nothing in this section or elsewhere in these Bylaws shall be considered to grant the Executive Board or to the officers of the Association any powers or duties which, by law, are possessed by Unit owners. Unless otherwise provided in the Act, in the Declaration, or in these Bylaws, the Executive Board shall comply with all instructions given by the Unit owners at any annual or special meeting of the Association.

ARTICLE V. OFFICERS

- 5.1 At the first meeting of the Executive Board and at every annual meeting of the Executive Board thereafter, the Executive Board shall elect, from its members, officers of the Association for the following year. The officers shall serve from the time of their election until their successors are elected. The officers to be elected are: president, vice-president, secretary and treasurer. Any member may hold two offices simultaneously, except that the president shall not hold any other office.
- 5.2 The president shall be the chief executive officer of the Association and shall chair the Executive Board. The president shall be responsible for implementing the decisions of the Executive Board and, in that capacity, shall direct, supervise, coordinate and have general control over the affairs of the Association and the Executive Board, subject to the limitations of the laws of the state of Missouri, the Condominium Documents and the actions of the Executive Board. The president shall have the power to sign documents on behalf of the Association and the Executive Board. The president shall preside at all meetings of the Association and the Executive Board at which the president is in attendance. The president is empowered to prepare and execute any amendments to the Declaration on behalf of the Association.
- 5.3 The vice-president shall, in the absence of the president, exercise the powers and perform the duties of the president. The vice-president shall perform such other duties and have such other powers as the Executive Board may designate from time to time.
- 5.4 The secretary shall keep or cause to be kept all records of the Association and the Executive Board. The secretary shall give or cause to be given all notices as required by law, the Declaration or these Bylaws, shall take and keep or cause to be taken and kept minutes of all meetings of the Association and the Executive Board. The secretary shall keep copies of the Declaration, the Plats and Plans, these Bylaws and the Rules and Regulations. The secretary is empowered to certify and record any amendments to the Declaration on behalf of the Association.

- 5.5 The treasurer shall keep correct and complete accounts and records of all financial transactions of the Association and the Executive Board. The treasurer shall submit to the Executive Board and the Association such reports as the Act, Declaration, the Executive Board, or these Bylaws may from time to time require. Such records shall include, without limitation, chronological listing of all receipts and expenditures on account of the Common Elements, Limited Common Elements, the amounts of each assessment for Commons Expenses and the amounts paid and the amounts due on such assessments. Such records shall specify and itemize the maintenance, repair and replacement expenses relating to the Common Elements and the Limited Common Elements and any other expenses incurred by the Association.
- 5.6 The officers of the Association shall serve without compensation.
- 5.7 Any officer may resign at any time by written notice to the Executive Board, such resignation to become effective at the next Executive Board meeting. Any officer who ceases to be a member of the Executive Board for any reason shall also cease to be an officer. Any officer may be removed from office at any time by a majority vote of the Executive Board. A vacancy in any office shall be filled by the Executive Board.

ARTICLE VI. BUDGET

- 6.1 The fiscal year of the Association shall begin on October 1 and end on September 30 unless otherwise determined by the Executive Board. The first fiscal year shall begin when the Declaration is recorded and shall end on September 30 of the same year.
- 6.2 At least two months before the beginning of the fiscal year, the Executive Board shall adopt an annual budget for the Association. The affirmative vote of at least three (3) members of the Executive Board shall be required to adopt the budget. The budget shall contain an estimate of the total amount considered necessary to pay the following:
- 1) The cost of maintenance, management, operation, repair and replacement of the Common Elements and Limited Common Elements;
 - 2) The cost of materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for management and administration expenses;
 - 3) The amount of such reserves as shall be reasonably established by the Executive Board including operating contingency reserves for expenses both unanticipated and extraordinary and reserves for periodic maintenance, repair and replacement of the Common Elements and Limited Common Elements; and
 - 4) Such other expenses of the Association as may be approved by the Executive

Board.

- 6.3 At least fifty-five (55) days before the beginning of the fiscal year, the Executive Board shall make the budget available for inspection and shall mail to each Unit owner a summary of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. The budget shall constitute the basis for determining each Unit owners assessments for Common Expenses of the Association.
- 6.4 The Executive Board shall set a date for a meeting of the Unit owners to consider ratification of the budget not less than fourteen (14) days nor more than thirty (30) days after mailing the summary. Unless at that meeting a majority of all the Unit owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the budget last ratified by the Unit owners shall be continued until such time as the Unit owners ratify a subsequent budget proposed by the Executive Board.
- 6.5 The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.
- 6.6 The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined. In the absence of any annual budget or adjusted budget, each Unit owner shall continue to pay each monthly assessment at the rate established for the previous fiscal year until the new annual or adjusted budget has been adopted.
- 6.7 All books and records of the Association shall be kept in accordance with good and accepted accounting practices and shall be audited annually by an independent accountant retained by the Executive Board. The Association shall make an audited statement for the preceding fiscal year available to each Unit owner.

ARTICLE VII. ASSESSMENTS

- 7.1 The Executive Board shall calculate the monthly assessments for Common Expenses against each Unit by multiplying (a) the total amount of the estimated funds required for the operation of the property set forth in the budget adopted by the Executive Board for the fiscal year in question by (b) the percentage of Common Expenses liability of each Unit in the Condominium and dividing the result by (c) the number of calendar months in the fiscal year. Such assessments, payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each Unit owner's Unit as provided in the Act. Within ninety (90) days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit owner an itemized accounting of the Common Expenses and funds received during the fiscal year less

expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Common Expenses, after application of such reserves as the Executive Board may determine shall be assessed promptly against the Unit owners and shall be payable as a special assessment.

- 7.2 Extraordinary expenses not originally included in the annual budget which may become necessary during the year may be charged first against reserves for working capital, operations, contingencies, and replacements. If the reserves are deemed to be inadequate, the Executive Board may at any time levy further assessments for Common Expenses which shall be assessed against the Unit owners and shall be payable as a special assessment, in such manner as the Executive Board may determine.
- 7.3 The Executive Board shall serve notice on all Unit owners of any further assessments by a statement in writing giving the amount of and reasons for the assessments. Such further assessments, unless otherwise specified in the notice, shall become effective with the next monthly assessment which is due more than ten (10) days after the delivery of the notice of further assessments. All Unit owners who are assessed shall be obligated to pay the amount of the monthly assessments. The monthly assessments shall be a lien against each Unit owner's Unit as provided in the Act.

ARTICLE VIII. AMENDMENT OF BYLAWS

- 8.1 These Bylaws may be amended only by a vote of 100% of the Unit owners.

ARTICLE IX. GENERAL PROVISIONS

- 9.1 The headings used in these Bylaws are inserted solely as a matter of convenience for the readers of these Bylaws and shall not be relied upon or used in construing the effect or meaning of any of the provisions of these Bylaws.
- 9.2 The provisions of these Bylaws shall be deemed independent and severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions unless such deletions shall destroy the uniform plan of development and operation of the Condominium project which these Bylaws are intended to create.



Recorded in Boone County, Missouri

Date and Time: 11/19/2008 at 02:37:42 PM

Instrument #: 2008025620 Book: 3395 Page: 153

Grantor: COLUMBIA CITY OF

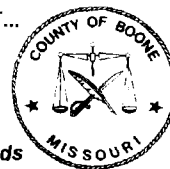
Grantee: COLUMBIA/BOONE COUNTY HEALTH DEPART...

Instrument Type: AMEN

Recording Fee: \$30.00 S

No. of Pages: 3

Bettie Johnson, Recorder of Deeds



AMENDMENT OF DECLARATION OF CONDOMINIUM OF THE COLUMBIA/BOONE COUNTY HEALTH DEPARTMENT CONDOMINIUM

493-2008 § R244-08

The County of Boone and the City of Columbia, as the owners of one hundred percent (100%) of the Units of the Columbia/Boone County Health Department condominium hereby declare on this 21st day of October, 2008 the following amendment to the Declaration of Condominium of the Columbia/Boone County Health Department Condominium dated July 16, 2004:

- Article V "Common Elements" is amended to add the following section:

"5.3 The Common Elements include the entire roof covering Unit 1 and Unit 2."

In WITNESS WHEREOF, the Declarants have caused this Declaration to be executed on the 6th day of November, 2008.

CITY OF COLUMBIA, MISSOURI

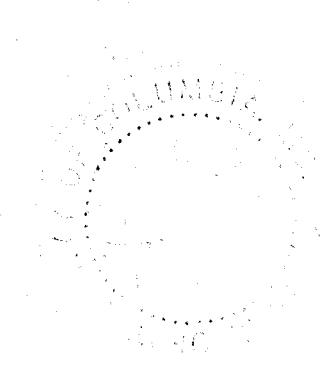
By:

H. William Watkins, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor


STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

BOONE COUNTY MO NOV 19 2008

On this 6 day of November, 2008, before me appeared H. William Watkins, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year first above written.



CAROL A. RHODES
My Commission Expires
June 1, 2012
Boone County
Commission #08497081

Carol A. Rhodes
Notary Public Carol A. Rhodes

My commission expires: 6/1/2012.

BOONE COUNTY MO NOV 19 2008

COUNTY OF BOONE, MISSOURI

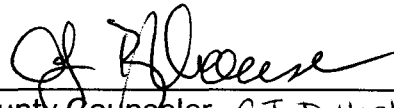
By:


Kenneth M. Pearson,
Presiding Commissioner

ATTEST:


Wendy Noren, County Clerk

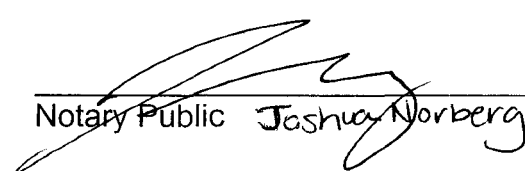
APPROVED AS TO FORM:


County Counselor CJ Dykehouse

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 21st day of October, 2008, before me appeared Kenneth M. Pearson, to me personally known, who, being by me duly sworn, did say that he is the Presiding Commission of the County of Boone, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the County and that this instrument was signed and sealed on behalf of the County by authority of its County Commission and the Presiding Commissioner acknowledged this instrument to be the free act and deed of the County.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year first above written.


Notary Public Joshua Norberg

My commission expires: September 18, 2011.

JOSHUA NORBERG
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires September 18, 2011
Commission # 07267690