

**MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY
EDUCATION PO BOX 480 JEFFERSON CITY, MO 65102-0480**

**CONTRACT
AGREEMENT**

The Department of Elementary and Secondary Education seeks to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

CONTRACTOR: The City of Columbia on behalf of its Columbia/Boone County Health Department of Public Health and Human Services

ADDRESS: 1005 West Worley, Columbia, MO 65203-2037

PAYMENT ADDRESS: PO Box 6015, Columbia, MO 65205-6015

MISSOURI BUYS NUMBER: MB00125959

UNIQUE ENTITY IDENTIFIER (UEI): WZR4KM9CBTV3

By signing this contract you acknowledge a current registration with SAM.gov

CONTRACTOR CONTACT PERSON: (Technical & Financial) Steve Hollis

TELEPHONE: 573-874-7352

E-MAIL: Steve.Hollis@como.gov

DESE CONTACT PERSON: (Technical) Rachel Jacobs

TELEPHONE: 573-522-2355

E-MAIL: Rachel.Jacobs@dese.mo.gov

DESE CONTACT PERSON: (Financial) Sara Mallory

TELEPHONE: 573-522-5595

E-MAIL: Sara.Mallory@dese.mo.gov

CONTRACT TITLE: Healthy Families Missouri Home Visiting

CONTRACT PERIOD: October 1, 2022 through September 30, 2023

MAXIMUM CONTRACT AMOUNT: \$89,762.00

FUNDING SOURCE: 3300-0105-7267-HVP2

CONTRACT AUTHORITY: Federal/Maternal & Child Health Services Block Grant to the States, CFDA #93.994

INDIRECT COST RATE: 0%

DESCRIPTION OF SERVICES: This contract is to provide home visitation services for the Healthy Families America evidence-based model in Boone County. This contract will help to accomplish the following: reduce child maltreatment, increase utilization of prenatal care and decrease pre-term, low weight babies, improve parent-child interaction and school readiness, decrease dependency on welfare, increase immunization rates, and increase access to primary care medical services. For more information, see Appendix A - Healthy Families Missouri Home Visiting Scope of Work.

PAYMENT SCHEDULE: The Department of Elementary and Secondary Education (DESE) agrees to pay the contractor an amount not to exceed the contract amount based upon the payment schedule detailed below. Payments are subject to appropriation and the funding being received by DESE. Requests for payment must be in writing.

Payments: After full execution of the contract and upon receipt of invoices from contractor requesting spent funds. Request for payments from contractor must be on a reimbursement basis.

Final Payment: After all known activities are identified and final invoice is received by DESE on or before 10-31-2023.

The contractor shall be responsible for submitting invoices for payment under this contract. Fees and other program income received by the contractor may be used only for activities authorized under this contract.

If there is cancellation, only expenses incurred to date, under the terms of the contract, will be reimbursed. All known expenses for activities conducted under this contract will be incurred and billed within the stated contract period.

OVERPAYMENT: If the contractor is overpaid by DESE, upon written notification by DESE, the contractor shall:

- a. Provide DESE with a check, payable as instructed by DESE, in the amount of such overpayment at the address specified by DESE; or
- b. As requested by DESE, deduct the overpayment for future invoices.

CONTRACT APPENDICES: Along with the terms and conditions specified in this contract, the terms and conditions of the following appendices are incorporated by reference into this contract.

Appendix A - Healthy Families Missouri Home Visiting Scope of

Work Appendix B - Budget

INCORPORATION BY REFERENCE AND ORDER OF PRECEDENCE: The whole and entire contract of the parties is set forth in this contract, along with the incorporated by reference material. The parties are not bound by any contracts, understandings, or conditions other than as expressly set forth herein. The terms of

this contract are to be read and interpreted, if possible, so that there is no conflict between them. Any inconsistency or ambiguity in the contract shall be resolved by giving precedence in the following order: (1) this contract, (2) attachments prepared by DESE, and (3) attachments prepared by the

contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

GOVERNING LAW: This contract shall be governed, construed, and enforced in accordance with the laws of the State of Missouri, without regard to its conflicts of laws rules. Any lawsuits must be brought in the State of Missouri.

MODIFICATION AND ASSIGNMENT: This contract shall not be changed, modified or assigned in any manner, except by written contract of the parties. The contractor may not delegate or subcontract the performance and obligations imposed hereunder without written consent of DESE. The contractor agrees to provide above said services within the period stated in the contract. Any extension of time for performance of said services must be submitted in writing and approved by DESE.

RENEWALS: DESE shall have the right, at its sole option, to renew the contract for additional one-year periods, or any portion thereof. Renewals shall be mutually agreed to by both parties in writing via contract renewal agreement.

MONITORING: DESE has the right to monitor the contract throughout the effective period of the contract to ensure compliance with contractual requirements. Additionally, DESE reserves the right to audit all records related to the contractor's performance under this contract for a period of five (5) years from the expiration date of the contract. The contractor shall cooperate with any DESE review of records or other documentation related to the contractor's performance under the contract. The contractor shall fully cooperate with any investigations conducted by DESE, or its agents, which relate, directly or indirectly, with the performance of this contract.

DESE, at its sole discretion, may:

- a. Audit all invoices, in a manner determined by DESE;
- b. Reject any invoices for good cause;
- c. Make invoice corrections and/or changes with appropriate notification to the contractor;
- d. Deduct from an invoice any overpayment made by DESE; and
- e. Recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.

In the event DESE determines the contractor to be non-compliant, or at risk for noncompliance with contractual requirements, DESE shall have the right to impose special conditions or restrictions on the contractor to bring the contractor into compliance or to mitigate the risk of non-compliance. DESE shall provide written notification to the contractor of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions to be imposed by DESE. Special conditions or restrictions may include, but are not limited to:

- a. Requiring the contractor to obtain additional technical assistance;
- b. Requiring additional levels of prior approval from DESE for contract activities;
- c. Requiring additional or more detailed financial reports and/or other

documentation;
d. Requiring the submission and implementation of a corrective action plan.

In the event DESE requires the contractor to submit and implement a corrective action plan, DESE shall provide written notification to the contractor, identifying the specific performance or other contractual requirements that are not being met and the expected corrective resolution. The contractor shall submit a written corrective action plan to DESE within the timeframes specified in DESE's notification. The corrective action plan must include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such, the person(s) responsible for the necessary action, the improvement that is expected, a description of how progress will be measured, and a description of the actions to be taken to prevent the situation from recurring. DESE will notify the contractor in writing if the corrective action plan is approved or if modifications are required. In the event DESE requires changes to the corrective action plan, the contractor shall submit a revised corrective action plan within (5) calendar days of receipt of DESE's notification that changes are required. Failure of the contractor to improve performance within the timeframes required in the approved corrective action plan may result in termination of the contract and/or other remedies available to DESE.

The contractor shall repay to DESE all amounts received from this contract for any purchase or expenditure for which:

- a. The contractor cannot demonstrate expenditures within the requirements of the contract;
- b. The contract is cancelled for any reason whatsoever; or
- c. There is not adequate verification and full documentation by the contractor's records.

INSPECTION: The contractor shall allow DESE or its authorized representative to inspect and examine the contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.

BREACH: DESE may terminate the contract for breach of contract by providing the contractor with written notice of termination.

- a. The termination shall become effective on the date specified in the notice.
- b. At its sole discretion, DESE may give the contractor an opportunity to cure the breach.
- c. DESE shall not pay for services rendered or goods provided after the termination of the contract.

TERMINATION: DESE reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

FORCE MAJEURE: Neither the state nor the contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state's or contractor's reasonable control. Such causes may include,

however are not restricted to: acts of God, acts of civil or military authority, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes or other natural disasters, war, riots, or strikes. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a

cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

ACCOUNTABILITY: While this contract is in effect, contractor assures DESE that it will keep such records, provide such information and submit such reports as may be necessary for auditing, evaluation, or other business purpose. A final report consisting of a programmatic report and financial report detailing the expenditures will be forwarded to the DESE Financial Contact within thirty (30) days of the end of the contract period.

RECORDS RETENTION: The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five (5) year limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by DESE. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.

CONFLICT OF INTEREST: If during the term of this contract, either DESE or contractor discover a current or pre-existing conflict on behalf of the contractor, the party that discovers the conflict shall immediately notify the other in writing that the conflict exists. If it is determined by DESE that the proposed services are a conflict of interest, DESE and contractor shall agree to discuss contractor's plan to manage the conflict. If a mutually agreeable management plan cannot be reached, DESE may terminate this contract without further obligation. By entering into this contract with DESE, the contractor states that there are, to the best of its knowledge, no conflicting interests, agreements, or obligations existing with any other party related to the scope of work being performed under this agreement.

CONFIDENTIALITY: Unless authorized by this contract, the contractor, its employees, agents or subcontractors, will make no outside disclosure of information considered confidential under state or federal law, whether the information is provided by DESE to the contractor or is developed on behalf of DESE through this contract without written or verbal consent of DESE. This restriction does not apply to information that is in the public domain, information that is required to be disclosed by law, or that is to be used for publication in academic media.

CONTRACT WORK PRODUCT AND RIGHTS TO INVENTION: Materials provided by DESE and developed under this contract are considered works for hire and the property of DESE. However, the contractor may use any such materials for internal, non-commercial purposes and for academic publications. Materials proposed for publication shall be presented to DESE for review. The contractor shall disclose, as requested by DESE, all materials or documents arising out of or relating to the services rendered under this contract. All requested documents or materials and all tangible products developed under this contract shall be presented to DESE with the

final expenditure report prior to receipt of final payment.

The contractor shall also 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.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 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 issued by the awarding agency.

STATUS AS A CONTRACTOR: In the performance of the work and services, the contractor will act solely as an independent contractor and nothing contained or implied in this contract will be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint adventure between DESE and the contractor. The manner and method of implementing and completing any work to be performed hereunder will be left to the contractor's control, and in accordance with the terms of this contract. The total commitment and liability of DESE in regard to any arrangement or work performed hereunder is to pay the fees pursuant to the provisions of this contract. The contractor shall assume all responsibility for federal, state, or municipal incomes tax, social security, self-employment tax, unemployment compensation, fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other employer-related obligations imposed.

INDEMNITY: *(Please check which one applies)*

POLITICAL SUBDIVISIONS: DESE and the contractor represent that, as of the date of this agreement, they are public entities established under the laws of the State of Missouri and are not authorized to indemnify other persons or entities liability that may arise under the provisions of this contract. DESE and the contractor shall both be responsible and liable for their performance of their own respective duties and obligations under this agreement.

FOR STATE ENTITY COVERED BY LEGAL EXPENSE FUND: DESE and the contractor represent that as of the date of this Agreement they are subject to the Missouri State Legal Expense Fund, established by Missouri Statute and administered and interpreted by the Attorney General for the State of Missouri. DESE and the contractor have no liability insurance that can extend protection to any other persons.

FOR OTHER THAN STATE ENTITY: The contractor hereby releases DESE from any and all liability for damage to property or loss thereof, personal injury or death during the term of this contract (and any extensions thereof) or thereafter, sustained by the contractor, and any employee, agent, or subcontractor employed by the contractor as a result of performing the services under this contract or arising out of the performance of such services, and the contractor will indemnify and save DESE harmless from any and all claims except where such damage, loss, injury, or death is caused by or results solely from the negligence of DESE agents or employees.

DEBARMENT CERTIFICATION: The contractor or authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 2 C.F.R. Part 180) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency.

CASH MANAGEMENT IMPROVEMENT ACT: The contractor ensures that it is in compliance with the Cash Management Improvement Act of 1990 (CMIA), as provided in 31 U.S.C. § 6503. This act requires vendors to demonstrate that when receiving federal funds, they have already spent the funds.

STEVENS AMENDMENT: In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101- 166, Section 511, “Stevens Amendment”, the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with federal funds unless DESE’s prior approval is obtained and unless they clearly state the following as provided by the DESE:

- a. The percentage of the total costs of the program or project which will be financed with federal funds;
- b. The dollar amount of federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

ANTI-DISCRIMINATION AGAINST ISRAEL ACT: If the contractor meets the definition of a company as defined in § 34.600, RSMo, and has ten (10) or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in § 34.600, RSMo.

If the contractor meets the definition of a company as defined in § 34.600, RSMo, and the company’s employees increase to ten (10) or more during the life of the contract, then the contractor shall submit to DESE a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

If during the life of the contract, the contractor’s business status changes to become a company as defined in § 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to DESE a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

CONTRACT EXPENSES AND SALARIES: There will be no duplication of salaries or fees for services rendered under this contract. All expenses relating to this contract will be incurred within the contract period.

UNEXPENDED FUNDS/SURPLUS PROPERTY: The contractor shall not be allowed to carry over any approved funds not expended during the contract period. If DESE determines that total payments from exceed actual year-end expenditures by an amount in excess of the Final Payment amount, DESE will withhold the Final Payment. If total payments from DESE exceed actual expenditures, the contractor will make a refund to DESE.

BUSINESS COMPLIANCE: The contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that it and any proposed subcontractors are presently in compliance with such laws. The contractor shall provide

documentation of compliance upon request by DESE. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable);
- b. Certificate of authority to transact business/certificate of good standing (if applicable);
- c. Taxes (e.g., city/county/state/federal);
- d. State and local certifications (e.g., professions/occupations/activities);
- e. Licenses and permits (e.g., city/county license, sales permits); and
- f. Insurance (e.g., worker's compensation/unemployment compensation).

CONTRACTOR LANGUAGE: The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) (8 U.S.C. § 1324a) and the Immigration Nationality Act (INA) (8 U.S.C. § 1101, *et seq.*; 8 C.F.R. § 274A).

If the contractor is found to be in violation of this requirement or the applicable 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 shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies. The contractor agrees to fully cooperate with any DESE equal employment or affirmative action investigations in DESE's efforts to preserve an employment environment free from illegal discrimination.

If the contractor meets the definition of a business entity as defined in § 285.525, RSMo, pertaining to § 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 § 285.525, RSMo, pertaining to § 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- a. 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
- b. Provide to DESE 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
- c. Submit to DESE a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

In accordance with § 285.530.2 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

SUBCONTRACTORS: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri 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 subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that it shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

Pursuant to § 285.530.1, RSMo, no contractor 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 §§ 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection § 285.530.1, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

- a. the direct subcontractor is not knowingly in violation of § 285.530.1, RSMo, and
- b. shall not henceforth be in such violation and
- c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

OFFSHORE DISCLOSURE: The contractor should provide a description of the following if requested by DESE:

- a. The proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- b. The economic impact returned to the State of Missouri through tax revenue obligations.
- c. A description of the contractor's economic presence within the State of Missouri (e.g., type of facilities: sales office; sales outlets; divisions; manufacturing; warehouse; others), including Missouri employee statistics.
- d. If any products and/or services offered under this contract are being manufactured or performed at sites outside the continental United States, the contractor MUST disclose such fact and provide details with the contract.

SOFTWARE LICENSE CERTIFICATION: The contractor hereby certifies that funds received under this agreement shall not be used to acquire, operate, or maintain computer software in violation of United States copyright laws or applicable licensing restrictions and that the contractor has in place appropriate systems and controls to prevent funds received under this agreement from being used in a manner that violates this certification. The contractor is hereby given

notice that, if DESE becomes aware that the contractor has failed to comply with this certification, the agency shall take such corrective measures it deems appropriate under this agreement and consistent with the requirements of law.

SUNSHINE LAW COMPLIANCE: As a public governmental body, DESE is subject to the Missouri Open Meetings and Records (“Sunshine”) Law. Pursuant to § 610.010(6), RSMo, records created by contractors pursuant to an agreement with or on behalf of DESE are considered public records under the Sunshine Law. Should DESE receive a Sunshine Law request that relates to records the contractor has created on behalf of DESE, it will notify the contractor.

INTELLECTUAL PROPERTY OWNERSHIP: Contractor will clearly mark the materials to which it believes it has title, copyright, patent, trademark, and other proprietary rights.

DESE is committed to transparency. Should DESE receive a Sunshine Law request, DESE will notify the contractor so that it can take appropriate steps it believes are necessary to protect any Intellectual Property rights.

NONDISCRIMINATION: It is the policy of the Missouri Department of Elementary and Secondary Education not to discriminate on the basis of race, color, religion, gender, gender identity, sexual orientation, national origin, age, veteran status, mental or physical disability, or any other basis prohibited by statute in its programs or employment practices as required by Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act of 1990, and the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), the Genetic Information Non-Discrimination Act (GINA), or USDA Title VI.

Direct inquiries related to DESE employment practices to the Jefferson State Office Building, Human Resources Director, 205 Jefferson Street, Jefferson City, Missouri 65102-0480; telephone number 573-751-9619. Inquiries related to DESE programs and to the location of services, activities, and facilities that are accessible by persons with disabilities may be directed to the Jefferson State Office Building, Director of Civil Rights Compliance and MOA Coordinator (Title VI/Title VII/Title IX/504/ADA/ADAAA/Age Act/GINA/USDA Title VI), 5th Floor, 205 Jefferson Street, P.O. Box 480, Jefferson City, MO 65102-0480; telephone number 573-526-4757 or TTY 800-735-2966; fax number 573-522-4883; email civilrights@dese.mo.gov.

OTHER SPECIFIC PROGRAMMATIC REQUIREMENT(S): None.

APPROVED AND ACCEPTED:

I / We hereby agree to provide the services and/or items, at the price(s) stated, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Elementary and Secondary Education a binding contract shall exist between the contractor and the Department of Elementary and Secondary Education.

In witness thereof, the parties below hereby execute this agreement.

For The City of Columbia on behalf of its Columbia/Boone County Health Department of Public Health and Human Services

CITY OF COLUMBIA, MISSOURI



Signature: _____ Date: _____

De'Carlton Seewood, City Manager

APPROVED AS TO FORM:

By: _____

Nancy Thompson, City Counselor

Name: _____ Title: _____

For the Department of Elementary and Secondary Education

Signature: _____ Date: _____

Name: Margaret M. Vandeven, Ph.D. Title: Commissioner of Education

Revised 05.06.2022

Appendix A - Healthy Families Missouri Home Visiting Scope of Work October 1, 2022 through September 30, 2023

1. PURPOSE

- 1.1 The Healthy Families America (HFA) evidence-based home visiting (EBHV) model, developed in 1992 by Prevent Child Abuse America, is based on 12 critical elements. These critical elements, derived from more than 30 years of research, ensure the program is effective in working with overburdened, at-risk families. The model is operationalized through a series of Best Practice Standards that provide a solid structure for quality, yet offers implementing programs the flexibility to design services specifically to meet the unique needs of families and communities. Model fidelity is assured through a comprehensive accreditation process.
- 1.2 HFA has a strong research base, which includes randomized control trials and well-designed quasi-experimental research. To date, research and evaluation indicates impressive outcomes. Reviews of more than 15 evaluation studies of HFA programs in 12 states produced the following outcomes:
 1. Reduced child maltreatment;
 2. Increased utilization of prenatal care and decreased pre-term, low weight babies;
 3. Improved parent-child interaction and school readiness;
 4. Decreased dependency on welfare, or TANF (Temporary Assistance to Needy Families) and other social services;
 5. Increased access to primary care medical services; and
 6. Increased immunization rates.
- 1.3 HFA program goals are to:
 1. Build and sustain community partnerships to systematically engage overburdened families in home visiting services;
 2. Cultivate and strengthen nurturing parent child relationships;
 3. Promote healthy childhood growth and development; and
 4. Enhance family functioning by reducing risk and building protective factors.
- 1.4 The HFA model, as implemented through the Healthy Families Missouri Home Visiting (HFMoHV) Program, focuses on low-income (185% of federal poverty

level or below), first time pregnant women (primiparous), women pregnant with subsequent pregnancies (multiparous), and/or primary caregivers (PCGs) and their index child(ren) until the child

reaches age three (3). The first home visit must occur either prenatally or within the first three (3) months after birth.

2. DELIVERABLES AND OUTCOMES

- 2.1 The Contractor, City of Columbia, shall provide HFA model home visiting services in Boone County to families consisting of a pregnant woman or a primary caregiver and the index child(ren) in adherence with the Contractor's policies and procedures for HFA Best Practice Standard 8.
- 2.2 The Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required unless otherwise stated herein.
- 2.3 Performance Requirements
 1. Identification of Clients - the Contractor shall recruit clients through community resources and collaborative team relationships.
 - a. The Contractor's clients must be low-income pregnant women or the primary caregiver of the index child(ren) (defined at 185% of the poverty level or Medicaid eligible) who are at risk of poor birth outcomes or child abuse and neglect due to socioeconomic status, education, previous experience as an abused child or adult, or other factors.
 - b. The Contractor shall assure that the participation of each eligible individual/family in the program is voluntary.
 2. The Contractor shall make best efforts to implement the Program with fidelity to the HFA model and shall adhere to all revisions made by the HFA National Office in regard to HFA Best Practice Standards.

3. PERSONNEL AND STAFFING REQUIREMENTS

- 3.1 The Contractor shall develop job descriptions following HFA's sample job descriptions included in the HFA Site Development Guide available to HFA affiliated sites. The specific standards for conduct during home visits with the clients must be integrated into the job descriptions and the performance appraisal system, as well as during the job interview process.
- 3.2 The Contractor shall develop a performance appraisal system for managing and monitoring home visitor performance in compliance with HFA model requirements.
- 3.3 The Contractor shall ensure appropriate staffing ratios, scheduling flexibility, and staff supervision patterns based upon the recommendations of the HFA model during any given period. HFA staffing recommendations are included in the HFA Site Development Guide available to HFA affiliated sites.

- 3.4 The Contractor shall, to the extent possible, ensure supervisors and home visitors reflect the ethnic, cultural, and social characteristics of the community served through this contract.

- 3.5 The Contractor shall ensure that all staff (including interns, volunteers, delegates, and partner sites as applicable) who have direct interaction with PCGs and children enrolled in the EBHV services supported by this contract are in good physical and emotional health with no physical or mental conditions that would interfere with the home visiting staff's responsibilities.
- 3.6 The Contractor shall require all staff (including interns, volunteers, delegates, and partner sites as applicable) who have direct interaction with PCGs and children enrolled in the EBHV services supported by this contract have medical examination reports that include a completed "Tuberculosis (TB) Risk Assessment Form" signed by a health care professional. The "Tuberculosis (TB) Risk Assessment Form" can be found at <https://health.mo.gov/living/families/schoolhealth/pdf/tbriskassessmentform.pdf>. If the person has signs or symptoms of tuberculosis, or risk factors for tuberculosis, then testing for tuberculosis shall occur.
1. If the person has no documented history of ever receiving a tuberculin skin test (TST), then a two (2) step TST is required. A history of Bacilli Calmette-Guerin vaccination (BCG) shall not exempt a person from receiving a tuberculin test.
 2. Persons that have a newly positive tuberculin test shall not be allowed to work until a medical evaluation is performed to determine if the person has active contagious tuberculosis.
 3. Persons with active contagious tuberculosis shall be excluded from employment until deemed non-infectious by the Department or the local public health agency. The person may return to work, as long as the person adheres to his/her prescribed treatment regimen.
 4. Medical examination reports shall be completed no more than 12 months prior to beginning employment with the Contractor.
 5. Any Contractor employee who is identified as having contact with an active tuberculosis case shall be evaluated for tuberculosis to determine if the person has active contagious tuberculosis, or be excluded from work.
- 3.7 The Contractor shall require all staff (including interns, volunteers, delegates, and partner sites as applicable) who have direct interaction with PCGs and children enrolled in the EHS HBO services supported by this contract to be up to date on immunizations as recommended by the Centers for Disease Control and Prevention Advisory Committee on Immunization Practices (CDC ACIP). The adult vaccination schedule is accessible at this link: <https://www.cdc.gov/vaccines/schedules/downloads/adult/adult-combined-schedule.pdf>. This information shall be kept in the agency personnel files for auditing purposes. Documentation shall also be kept for personnel with medical or religious exemptions. The aforementioned applies to current and newly hired staff.

- 3.8 The Contractor's personnel (including interns, volunteers, delegates, and partner sites as applicable) who will have direct interaction with clients and children supported by this contract shall become registered with and/or undergo child abuse/neglect and criminal background screenings prior to providing services, and annually thereafter, using the

Missouri Department of Health and Senior Service's Family Care Safety Registry (FCSR) at www.health.mo.gov/safety/fcsr/about.php.

1. Any personnel residing in another state and working in Missouri or who has relocated to Missouri within the last five (5) years must provide documentation of a criminal background screening from previous states in which they have worked or lived to include a child abuse/neglect and criminal background screening check. If the personnel who lived in another state(s) within the last five (5) years now permanently reside in Missouri, the documentation from the previous state(s) is only required to be provided at initial hire. If the personnel continues to live in another state and work in Missouri, the documentation from the other state must be provided annually by the employee. For the purposes of this contract, the results of any screening or check conducted under this requirement shall be treated as the equivalent of an FCSR screening.

2. Upon hire, the Contractor's personnel (including interns, volunteers, delegates, and partner sites as applicable) who will have direct interaction with clients and children enrolled in the home visiting program supported by this contract shall undergo a criminal background screenings. For the purposes of this contract, the criminal background check shall be defined as:
 - a. A federal Bureau of Investigation fingerprint check;
 - b. A search of the National Sex Offender Registry; and
 - c. A search of the following registries, repositories, or databases in Missouri, the state where the staff member resides, and each state where such staff member resided during the preceding five years:
 - i. The state criminal registry or repository, with the use of fingerprints being required in the state where the staff member resides and optional in other states;
 - ii. The state sex offender registry or repository; and
 - iii. The state-based child abuse and neglect registry and database.

3. Upon completion of the FCSR and criminal background check, any employee or agent of the Contractor shall be ineligible to provide direct interaction with clients and children enrolled in the home visiting program supported by this contract if the individual:
 - a. Refuses to consent to the criminal background screening;
 - b. Knowingly makes a materially false statement in connection with the criminal background check;
 - c. Is registered, or is required to be registered, on a state sex offender registry or repository or the National Sex Offender Registry;
 - d. Is listed as a perpetrator of child abuse or neglect under sections

210.183 or any other finding of child abuse or neglect based on any other state's registry or database; or
e. Has pled guilty or nolo contendere to or been found guilty of:

- i. Any felony for an offense against the person as defined in chapter 565;
 - ii. Any other offense against the person involving the endangerment of a child as prescribed by law;
 - iii. Any misdemeanor or felony for a sexual offense as defined in chapter 566;
 - iv. Any misdemeanor or felony for an offense against the family as defined in chapter 568;
 - v. Burglary in the first degree as defined in 569.160;
 - vi. Any misdemeanor or felony for robbery as defined in chapter 570;
 - vii. Any misdemeanor or felony for pornography or related offense as defined in chapter 573;
 - viii. Any felony for arson as defined in chapter 569;
 - ix. Any felony for armed criminal action as defined in section 571.015, unlawful use of a weapon as defined in section 571.030, unlawful possession of a firearm as defined in section 571.070, or the unlawful possession of an explosive as defined in section 571.072;
 - x. Any felony for making a terrorist threat as defined in section 574.115, 574.120, or 574.125;
 - xi. A felony drug-related offense committed during the preceding five years; or
 - xii. Any similar offense in any federal, state, municipal, or other court of similar jurisdiction of which the director of the designated contracting agency has knowledge.
4. The Contractor shall be responsible for the cost of the background check and screening of the results to ensure eligibility to provide services as described herein.
5. The Contractor must register their agency with the Missouri Volunteer and Employee Criminal History Service (MOVECHS) by following the instructions posted at:
<https://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/MOVECHSProgram.html>. Once registered through MOVECHS, the Contractor will access the Missouri Automated Criminal History System (MACHS) at:
<https://www.machs.mshp.dps.mo.gov/MACHSFP/home.html>
 and follow the instructions posted there to obtain both an MSHP and national FBI criminal record check by registering with the Fingerprint Portal. This criminal background check shall be repeated at minimum every five (5) years for all personnel who remain in direct

interaction with clients and children.

6. The Contractor shall assure the following:

- a. The Contractor's personnel (including interns, volunteers, delegates, and partner sites as applicable) shall not provide services to clients and children enrolled in the home visiting program supported by this contract until the FCSR and MACHS results for the personnel providing services have been received and reviewed by the Contractor.
- 3.9 The Contractor shall ensure that new home visitors have completed all mandatory HFA model trainings prior to any home visits as prescribed by HFA in the HFA Best Practice Standards available to HFA affiliates.
1. The Contractor shall ensure HFA required trainings for new and/or existing staff are completed as required to maintain fidelity to the HFA model.
 2. The Contractor's home visitors and supervisors shall attend all training designated as required by the Department.
 3. The Contractor shall maintain a record of all trainings that the home visitors receive annually and provide these to the Department as requested.
 4. The Contractor is responsible for all costs incurred pertaining to HFA required trainings for new staff.

4. DATA SYSTEM, RECORDERKEEPING, AND REPORTING REQUIREMENTS

- 4.1 The Contractor shall fully participate in the plan for initial and ongoing data collection set forth by the Department. This shall include, but not be limited to, utilization of the designated web-based data management system and standardized assessment tools established by the Department and in concurrence with the HFA model.
- 4.2 The Contractor shall participate in web-based and/or in-person training on data collection and utilization of the Department's designated data management system, as requested by the Department.
- 4.3 The Contractor shall collect, enter, and report on required Program Performance and Systems Outcome Measures as required by the Department.
- 4.4 The Contractor shall establish an individual record for each family member voluntarily enrolled in the Contractor's EBHV model services within the Department's web-based data management system upon signed consent of the PCG.
1. The Contractor shall enter into the Department's web-based data management system for every PCG and child(ren): enrollment form (separate PCG and child forms); case closure form; lost to follow-up form; demographic information form; referral form (for each referral made); health insurance form (for baby/child and PCG); substance use form; well child visit form; ER/urgent care usage form; PHQ- 9 depression screen form; interpersonal violence (IPV) screening form;

prenatal visit form (for each prenatal visit); postnatal visit form; visit documentation form (used for PCGs who are not pre or postnatal); safe sleep form; healthcare utilization education form. Forms are completed and entered according to the schedule provided by the Department during the period of the family's enrollment funded by this contract.

- 4.5 The Contractor shall collect individual level demographic and service utilization data on all participants being served through this funding. The Department will analyze the data to assess the progress and impact home visiting provides children and families through this funding. Individual level and service utilization data may include, but is not limited to, the following:
1. Family's participation rate in the home visiting program (e.g., number of sessions/number of possible sessions, duration of sessions, attrition rate);
 2. Demographic data for the PCG and child(ren) receiving home visiting services including child(ren)'s gender, age of all family members (including date of birth for child), and racial and ethnic background of all participants in the family;
 3. Participant child(ren)'s exposure to languages other than English; and
 4. Family socioeconomic indicators (e.g., family income, employment status, education level).
- 4.6 The Contractor shall maintain strict confidentiality of all client information or records, that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the client without a release of information (ROI) signed by the client.
- 4.7 The Contractor shall ensure that all staff involved in the home visiting program are provided an initial and subsequent annual review of confidentiality and protection of PII. This information shall be reviewed on the annual subrecipient monitoring visit.
- 4.8 The Contractor shall notify the Department of staffing changes that affect the department's web-based data management system as follows:
1. The Contractor shall notify the Department within five (5) business days of hire of any individual requiring access to the Department's web-based data management system to perform the functions of their position relating to provision of services within this contract.
 2. The Contractor shall notify the Department within five (5) business days of the resignation, termination, or change in job duties of any employee who has access to the Department's web-based data management system who no longer requires access to the data management system to perform the functions of their position relating to providing services within this contract.
- 4.9 The Contractor shall maintain an agency level individual record for each family enrolled in the EBHV services supported by this contract. This record may be maintained electronically or as a paper file and must contain,

at a minimum, originals or electronic copies of all signed consents for participation, release of information forms, completed screening tools, and any other information the Contractor and/or Department deem necessary if not directly uploaded into the Department's web-based data management system.

4.110 The Contractor shall store and maintain all programmatic records and evidence pertaining to the contract that support the identity, eligibility, and number of families served, services provided, collaborative efforts, follow-up results, progress towards goals, and other contract-related issues specified by the state agency in a safe and secure location.

1. The Contractor must maintain these records for five (5) years after the completion of service for a PCG who is 18 years or older at the time of discharge. For a PCG who is less than 18 years at the time of discharge, the record must be maintained until the PCG would have reached the age of 23.
2. The Contractor shall maintain strict confidentiality of all information or records regarding pregnant women, postpartum women, or others enrolled as PCGs, and the child(ren) of the PCG that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the client without a release of information (ROI) form signed by the PCG.
3. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the Contractor shall retain such records until completion of the action and resolution of all issues that arise from it.
4. Any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the Contractor. However, the Contractor shall have the right to contest any such exception by any legal procedure the Contractor deems appropriate, and the state agency will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
5. Failure to retain adequate documentation for any service invoiced may result in recovery of payments for services not adequately documented.

4.111 The Contractor at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require access to the Department's Home Visiting Research Entry Data Capture (REDCap) System.

5. **OTHER REQUIREMENTS**

- 5.1 The Contractor shall administer a client satisfaction survey to all enrolled clients as provided by the Department, following survey instructions provided by the Department, and submit completed survey forms within the timeframe requested by the Department.
- 5.2 The Contractor shall develop and administer an annual employee satisfaction survey for the purpose of assessing the level of job satisfaction of each

employee and shall have a process in place for addressing and resolving (when possible) employee satisfaction issues which will encourage staff retention and ultimately client retention.

- 5.3 The Department reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the Department determines the Contractor to be at high-risk for non-compliance, the Department shall have the right to impose special conditions or restrictions. Written notification will be provided to the Contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:
1. Requiring additional, more detailed financial reports or other documentation;
 2. Additional contract monitoring;
 3. Requiring the Contractor to obtain technical or management assistance;
 4. Establishing additional prior approvals from the state agency; and/or
 5. Corrective Action Plan.
- 5.4 The Contractor shall participate in an annual subrecipient monitoring site visit.
- 5.5 The Contractor shall participate in monthly scheduled subrecipient consultation teleconferences with the Department for discussion regarding the efficacy of the program and shall participate in collaborative efforts with other state funded and non- state funded sites as needed. This shall include, but will not be limited to, occasional collaborative conference calls and webinars as required by the Department and an annual monitoring site visit for a complete review of progress in meeting all contractual deliverables.
- 5.6 The Contractor shall participate fully in the Department's three tiered continuous quality improvement (CQI) process as outlined in the Missouri Home Visiting CQI Handbook provided to the Contractor and found in the REDCap CQI Gateway, within the Record Status Dashboard:
https://epimoredcap.azurewebsites.net/redcap/redcap_v11.4.0/DataEntry/index.php?pid=101&id=1&page=cqi_handbook&event_id=572&instance=1.
The Department will provide training as appropriate to support the Contractor's full participation.
1. The Contractor shall participate in designated CQI trainings and initiatives as required by the Department.
- 5.7 The Contractor shall comply with national and state evaluation participation as required by the grantor and/or the Department.
- 5.8 The Contractor shall participate in research studies as deemed necessary and approved by the Department. Should the Contractor choose to participate in any research not conducted by the Department, prior written approval of the Department shall be obtained.

Appendix B - Budget

Category	Expense
PERSONNEL	\$67,148.00
FRINGE	\$18,939.00
TRAVEL	
SUPPLIES	
OTHER (NON-PERSONNEL COSTS, OFFICE SUPPLIES, TELEPHONES, ETC., NO EQUIPMENT)	
EQUIPMENT	
HFA SERVICES REQUIRED TO INSURE MODEL FIDELITY/TRAINING FOR STAFF	\$3,675.00
<small>(HFA fee \$3,675/Home Visiting Summit \$1,220/Leadership Academy \$360)</small>	
INDIRECT COST (%)	
TOTAL HFMoHV BUDGET	\$89,762.00