

Introduced by _____

First Reading _____ Second Reading _____

Ordinance No. _____ Council Bill No. B 410-05

AN ORDINANCE

authorizing an agreement with the Missouri Department of Health and Senior Services for the LPHA teen outreach program; appropriating funds; 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 an agreement with the Missouri Department of Health and Senior Services for the LPHA teen outreach program. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The sum of \$10,000.00 is hereby appropriated from the Health Clinic State Revenue Account No. 110-3310-462.01-00 GSHTOP to the following accounts:

110-3340-531.01-01 GSHTOP	Permanent Salaries	\$ 2,780.00
110-3340-531.01-35 GSHTOP	Deferred Compensation	41.00
110-3340-531.02-10 GSHTOP	Social Security	213.00
110-3340-531.02-20 GSHTOP	LAGERS	282.00
110-3340-531.02-30 GSHTOP	Disability Insurance	10.00
110-3340-531.02-34 GSHTOP	Employee Health Insurance	199.00
110-3340-531.02-36 GSHTOP	Life Insurance	7.00
110-3340-531.02-40 GSHTOP	Other Benefits	252.00
110-3340-531.13-95 GSHTOP	Miscellaneous Supplies	751.00
110-3340-531.20-10 GSHTOP	Travel	365.00
110-3340-531.20-40 GSHTOP	Registration & Tuition	5,100.00

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2005.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in the Health Clinic State Revenue Account No. 110-3310-462.01-00 GSHTOP to cover the above appropriation.

Director of Finance



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
PROGRAM SERVICES CONTRACT

TRACKING NO. 116695	AM DOC NO.
CONTRACT NO. DH050008002	VENDOR NO. 4360008100

CONTRACTOR
Columbia/Boone County Health Department

CONTRACTOR TYPE
 GOVERNMENT AGENCY
 PRIVATE OR NON-PROFIT ENTITY
 MISSOURI MBE / WBE CERTIFICATION NO. _____

CONTRACT TITLE
LPHA Teen Outreach Program

FUNDING SOURCE

STATE %	FEDERAL 100%
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CFDA TITLE
Maternal and Child Health Services Block Grant

CFDA NO. AND FEDERAL AGENCY NAME
 93.994 HRSA

RESEARCH AND DEVELOPMENT
 YES NO

SUBJECT TO A-133 REQUIREMENTS
 YES NO

FEDERAL AWARD NUMBER AND NAME
 MCH Block Grant 6B04MC04284-01-02

FEDERAL AWARD YEAR
 10/1/05-9/30/06

1. This contract is entered into by and between the State of Missouri, Department of Health and Senior Services, (Department) and the above-named Contractor, and shall consist of this form DH-70, and the following attached documents which are incorporated herein:

- Scope of Work - 13 page (s)
- Attachments / Exhibits - 3 (pgs. 11-13) page (s)
- Terms and Conditions - 2 page (s)

2. The contract period shall be from October 1, 2005
 through September 30, 2006.

3. The contract amount shall not exceed \$ 10,000.00

4. This contract expresses the complete agreement of the parties and shall supersede all previous communication, representations or agreements, either verbal or written, between the parties. Performance shall be governed solely by the terms and conditions contained in this contract. By signing below, the Contractor and Department agree to all terms and conditions set forth in this contract.

5. Type of contract: Cost-Reimbursement Fixed-Price

AUTHORIZED CONTRACTOR SIGNATURE
 ▶

PRINTED NAME / TITLE

E-MAIL ADDRESS PHONE NUMBER

FEDERAL TAXPAYER ID NUMBER DATE

DIVISION / CENTER RECEIVED CONTRACTOR SIGNED CONTRACT

DIVISION OF ADMINISTRATION RECEIVED SIGNED CONTRACT

RECOMMENDED FOR APPROVAL BY MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
 DIVISION / CENTER DIRECTOR OR DESIGNEE
 ▶

PRINTED NAME / TITLE
Director, Division of Community and Public Health

DATE

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF ADMINISTRATION
 DIRECTOR OR DESIGNEE
 ▶

PRINTED NAME / TITLE
Director or Designee, Division of Administration

DATE

Scope of Work
Columbia/Boone County Health Department
LPHA Teen Outreach Program (TOP) Project
October 1, 2005 – September 30, 2006

1.0 Purpose

- 1.1 To plan, develop, and evaluate the Teen Outreach Program (TOP) in the county to address targeted adolescent health issues. The TOP is cited in national research reviews as a program with strong evidence of success and is identified in the Missouri Department of Health and Senior Services (herein after the Department) strategic plan as a promising intervention to promote healthy youth development, increase academic success, and reduce teen pregnancy.

2.0 Outcomes/Deliverables

- 2.1 The Contractor in collaboration with community partners, including the Columbia Housing Authority shall complete all components of the Community Capacity Building Assessment using the tool developed by the Public Health Agency of Canada and provided by the Department by December 1, 2005.
- 2.1.1 The Community Capacity Building Assessment shall be conducted specifically for the development of the local TOP model.
- 2.1.2 The Community Capacity Building Assessment includes the following nine capacity areas: 1) participation; 2) leadership; 3) community structures; 4) role of external support; 5) asking why; 6) obtaining resources; 7) skills, knowledge, and learning; 8) linking with others; and 9) sense of community.
- 2.1.3 The results from the Community Capacity Building Assessment shall be used to identify capacity building priorities, develop strategies to strengthen areas of the local TOP model and identify technical assistance needs.
- 2.2 The Contractor shall develop a Community Capacity Building Logic Model, Program Overview and annual Implementation Plan by December 31, 2005.
- 2.2.1 For each of the selected capacity building priorities, the Community Capacity Building Logic Model shall include: 1) strategies and actions; 2) deliverables; 3) existing and needed resources including technical assistance and training; 4) lead responsibility; and 5) target date. The Contractor shall use the Community Capacity Building Logic Model format in Exhibit A for this purpose.
- 2.2.2 The Program Overview shall describe: 1) the comprehensive program design for the local site including how the priorities identified from the Community Capacity Building Assessment are being addressed; 2) local need for addressing adolescent health and education indicators; 3) target population; 4) collaboration and partnerships; 5) proposed evaluation methods; and 6) ideas for sustainability after the contract.

- 2.2.3 The Implementation Plan/Progress Report shall include major strategies and activities, timeframe, and identified responsibility to support the local TOP model as planned and described on the Community Capacity Building Logic Model and Program Overview. The Contractor shall use the Implementation Plan/Progress Report format in Exhibit B for this purpose.
- 2.3 The Contractor and community partners involved in developing and implementing the TOP shall participate in two technical assistance sessions with the TOP Technical Assistance Contractor and Department staff during the contract period. The technical assistance sessions will be scheduled as needed by the contractors and on dates mutually agreed upon by the Contractor, TOP Technical Assistance Contractor and Department staff.
- 2.4 The Contractor shall attend the annual training for local TOP team members during the contract period.
 - 2.4.1 The Contractor shall select a local TOP team of two to three members representing the local public health agency and community partners who shall participate in the TOP training and who assist with the development, implementation, and evaluation of the local TOP model.
- 2.5 The Contractor in collaboration with community partners, the TOP Technical Assistance Contractor, and the Department shall conduct an annual program evaluation to assess:
 - 1) factors that facilitate or inhibit community mobilization around a positive youth development approach to teen pregnancy prevention and 2) participant outcomes and performance measures.
- 2.6 The Contractor shall collaborate with community and school partners that implement TOP club(s) in Columbia.
 - 2.6.1 The Department recommends that each TOP club include a minimum of twenty (20) guided discussion sessions with approximately 15 adolescents. The program shall also include a service learning project and recognition event(s) for participating students. In addition to the guided discussions, adolescents will be given opportunities to participate in a minimum of twenty (20) hours of service learning.
- 2.7 The Contractor shall assist in planning TOP service learning projects and the student recognition event to be completed by September 1, 2006.
- 2.8 From organizations conducting TOP clubs, the Contractor shall obtain compiled demographic information regarding TOP participants, number of adolescents enrolled in the TOP, and summary of compiled student pre and post program survey results by September 1, 2006.
 - 2.8.1 The Contractor shall obtain information and data on TOP participant outcomes and performance measures included but not limited to:
 - 2.8.1.1 Number of school, community and business partners (individuals and organizations) that have been involved in supporting the planning and implementation of the local TOP model.

- 2.8.1.2 Number of adolescents who participated in each TOP club and proportion who attended 80% or more of the sessions.
- 2.8.1.3 Percentage of adolescents enrolled in each TOP club who participated in at least twenty (20) hours of service learning.
- 2.8.1.4 Percentage of adolescents enrolled in the TOP who:
 - a. report making healthy decisions;
 - b. report having good role models;
 - c. do not fail any classes during the school year;
 - d. are not suspended from school;
 - e. do not skip classes without permission; and
 - f. do not become pregnant or cause someone else to become pregnant.
- 2.8.1.5 Proportion of parents of TOP participants who report satisfaction in their adolescent children participating in TOP.

2.9 The Contractor in collaboration with community partners shall complete the Community Capacity Building Assessment in September 2006 and compare results with the assessment conducted during the first quarter of the contract period.

3.0 Budget/Allowable Costs

- 3.1 The Contractor shall be reimbursed an amount not to exceed \$10,000 for only allowable costs outlined in the attached budget in Exhibit C.
- 3.2 Administrative costs billed to the Department shall not exceed 8% of the direct contract costs billed. Administrative costs are those associated with the management and oversight of an organization's activities. The contractor is not required to submit supporting documentation to the Department.
- 3.3 The Contractor shall invoice for actual and reasonable travel and travel related expenses pursuant to the Office of Administration Travel Regulations and Contiguous US Per Diem Rates (CONUS).
 - a. The Office of Administration Travel Regulations can be found on the Internet at <http://www.sos.mo.gov/adrules/csr/current/1csr/1c10-11.pdf>.
 - b. The Contiguous US Per Diem Rates (CONUS) can be found on the Internet at www.gsa.gov/perdiem.
 - c. The Contractor must have the prior written approval of the state agency prior to incurring any out-of-state travel expenses. In addition, the Contractor must have the prior approval of the Department for any travel related expenses which may exceed the CONUS rates.
 - d. The Department shall reimburse the Contractor for transportation provided by personal vehicles (mileage) in accordance with the Department's Financial Policy Manual,

Section 1.7.

- 3.4 The Department reserves the right to reallocate contract funds between contract budget categories at any time during the contract period due to under utilization of contract funds or changes in the availability of program funds. The Contractor will be given thirty (30) days prior written notification of any reallocation.
- 3.5 No part of the not to exceed total price shall include purchase or lease of equipment or supplanting staff, funds, or programs.
- 3.6 The Contractor shall follow competitive procurement practices assuring all purchases are at reasonable prices.
- 3.7 If the Contractor has not already submitted a properly completed State Vendor Automated Clearing House Electronic Funds Transfer (ACH/EFT) Application for deposit into a bank account of the Contractor, such Application shall accompany the partially-executed Contract at the time the Contractor returns the Contract to the Department, as the Department will make payments to the Contractor through Electronic Funds Transfer. Payment will be delayed until the ACH/EFT Application is completed and approved.
 - 3.7.1 A copy of State Vendor ACH/EFT Application and completion instructions may be obtained from the Internet at:
<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>.
 - 3.7.2 The Contractor must fax the ACH/EFT application to: Office of Administration, Division of Accounting at 573-526-9813.

4.0 Reports/Invoicing

The Contractor shall:

- 4.1 Submit progress reports on or before January 31, 2006, June 30, 2006 and September 30, 2006.
 - 4.1.1 The first progress report due by January 31, 2006 shall include the: 1) Program Overview; 2) Community Capacity Building Logic Model; 3) Implementation Plan including progress from October 1 through December 31, 2005; 4) completed Community Capacity Building Assessment tool; and 5) summary of technical assistance provided during the reporting period.
 - 4.1.2 The second progress report due by June 30, 2006 shall describe technical assistance and status of strategies/activities set forth in the Implementation Plan and Community Capacity Building Logic Model that have been achieved from October 2005 through May 31 2006.
 - 4.1.3 The third and final progress report due September 30, 2006 shall include: 1) updated progress on strategies/activities set forth in the Implementation Plan and Community Capacity Building Logic Model achieved during the reporting period of June 1 through September 30, 2006 of the contract period; 2) comparison of results from

Community Capacity Building Assessment conducted at the beginning and end of the contract period; and 3) future plans regarding the local TOP model after the contract period.

- 4.2 The Contractor shall be paid on a monthly basis upon receipt and approval of a properly prepared invoice. Invoices shall be due by the last day of the month following the month in which services were provided during the contract period.
- 4.3 The Contractor shall submit all invoices and reports to:
Missouri Department of Health and Senior Services
Division of Community and Public Health
Adolescent Health Program
PO Box 570
Jefferson City, MO 65102-0570

5.0 Special Provisions

- 5.1 The Department shall have the right, at its sole option, based upon available funding and Contractor performance during the prior contract period, to renew the contract for one (1) additional one-year period. In the event the option is exercised, all terms and conditions, requirements and specifications of this contract shall remain the same and apply during the renewal period.
- 5.2 The Contractor shall be responsible for assuring that all personnel including those of any subcontractor(s), are appropriately qualified and licensed or certified, as required by the 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.
- 5.3 Business Associate Provisions:
 - 5.3.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) - The Section of Maternal, Child and Family Health is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the Section of Maternal, Child and Family Health as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
 - a. The Contractor shall agree and understand 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, including, but not limited to the following:
 - 1) "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.

- 2) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
 - 3) "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 4) "Protected Health Information" shall mean individually identifiable health information:
 - (1) Except as provided in paragraph (2) 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.
 - (2) 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 [Section of Maternal, Child and Family Health] in its role as employer.
 - 5) "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 above.
- b. The Contractor shall agree and understand that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The Contractor shall agree the Section of Maternal, Child and Family Health must comply with 45 CFR 160 and 45 CFR 164, as currently in effect and as may be amended at some later date, and that to achieve such compliance, the Contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the Contractor receives from or creates or receives on behalf of the Section of Maternal, Child and Family Health. To provide reasonable assurance of appropriate safeguards, the Contractor shall comply with the business associate provisions stated herein.
- d. The Section of Maternal, Child and Family Health and the Contractor agree to amend the contract as is necessary for the Section of Maternal, Child and Family Health to comply with the requirements of the Privacy Rule and HIPAA requirements.
- 5.3.2 Permitted uses and disclosures of Protected Health Information:
- a. The Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Section of Maternal, Child and Family Health as specified in the contract, provided that such use or disclosure would not violate the Privacy Rule as the Privacy Rule applies to the Section of Maternal, Child and Family Health.

- b. 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 Section of Maternal, Child and Family Health by no later than ten (10) calendar days after the Contractor becomes aware of the disclosure of the Protected Health Information.
- c. 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.
- d. If the disclosure is required by law, the Contractor may disclose Protected Health Information to carry out the legal responsibilities of the Contractor.
- e. The Contractor may use Protected Health Information to provide Data Aggregation services to the Section of Maternal, Child and Family Health as permitted by 45 CFR 164.504(e)(2)(i)(B).

5.3.3 Obligations of the Contractor:

- a. 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.
- b. The Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards may include, but shall not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the Contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the Contractor shall implement 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 Section of Maternal, Child and Family Health.

- d. The Contractor shall require that any agent or subcontractor to whom the Contractor provides any Protected Health Information received from, created by, or received by the Contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the Contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the Section of Maternal, Child and Family Health, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Section of Maternal, Child and Family Health, 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 Section of Maternal, Child and Family Health available to the Section of Maternal, Child and Family Health and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- f. The Contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Section of Maternal, Child and Family Health to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Section of Maternal, Child and Family Health, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Section of Maternal, Child and Family Health, the Contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Section of Maternal, Child and Family Health.
- g. In order to meet the requirements under 45 CFR 164.524, the Contractor shall, within five (5) calendar days following a Section of Maternal, Child and Family Health 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 Section of Maternal, Child and Family Health, provide the Section of Maternal, Child and Family Health access to the Protected Health Information in an individual's Designated Record Set. However, if requested by the Section of Maternal, Child and Family Health, the Contractor shall provide access to the Protected Health Information in a Designated Record Set directly to the individual for whom such information relates.
- h. At the direction of the Section of Maternal, Child and Family Health, the Contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

- i. The Contractor shall report to the Section of Maternal, Child and Family Health's Security Officer any security incidents no later than five (5) calendar days of becoming aware of such incident. For purposes of this paragraph, security incident shall mean the unauthorized access, use, modification or destruction of information or interference with systems operations in an information system.
- j. By no later than five (5) calendar days after the Contractor becomes aware of any use or disclosure of the Protected Health Information not permitted or required as stated herein, the Contractor shall notify the Section of Maternal, Child and Family Health's Privacy Officer, in writing, of the unauthorized use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. The Contractor shall include a description of any remedial action taken to mitigate any harmful effect of such disclosure. The Contractor shall also provide the Section of Maternal, Child and Family Health's Privacy Officer with a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. Notwithstanding any provisions of Paragraph 5 (five) of the Terms and Conditions, attached hereto, in order to meet the requirements under the Privacy Rule and the Security Rule, 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 specific in 45 CFR 164.

5.3.4 Obligations of the Section of Maternal, Child and Family Health:

- a. The Section of Maternal, Child and Family Health 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 Section of Maternal, Child and Family Health's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The Section of Maternal, Child and Family Health shall notify the Contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The Section of Maternal, Child and Family Health shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Section of Maternal, Child and Family Health has agreed to in accordance with 45 CFR 164.522.
- d. The Section of Maternal, Child and Family Health shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule as the Privacy Rule applies to the Section of Maternal, Child and Family Health.

5.3.5 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 return to the Section of Maternal, Child and Family Health or shall destroy as directed by the Section of Maternal, Child and Family

Health all Protected Health Information received by the Contractor from the Section of Maternal, Child and Family Health, or created or received by the Contractor on behalf of the Section of Maternal, Child and Family Health, 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 subcontractors or agents of the Contractor.

- a. In the event the Contractor determines and the Section of Maternal, Child and Family Health agrees 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 (at a minimum for the six (6) year retention required under 45 CFR 164) 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 Section of Maternal, Child and Family Health and obtain instructions from the Section of Maternal, Child and Family Health for either the return or destruction of the Protected Health Information.

- 5.3.6 Breach of Contract—In the event the Contractor is in breach of contract with regard to the business associate provisions included herein, the Contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the Section of Maternal, Child and Family Health determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Section of Maternal, Child and Family Health shall report the contractual breach to the Secretary of the Department of Health and Human Services.

Community Capacity Building Logic Model

Capacity Building Priority: _____

Strategies/Actions (What needs to be done to implement the strategy?)	Deliverables (How will we know if the action is complete?)	Existing and/or Needed Resources (Include from where the resource is or being obtained.)	Lead Responsible Agency/Person (and Partners)	Target Date
		Technical Assistance/ Training Needs		

Implementation Plan/Progress Report

Strategies/Activities	Responsibilities (Lead Person and Organization)	Start Date	Completion Date	Progress

**Columbia/Boone County Health Department
Budget for Teen Outreach Program**

October 1, 2005-September 30, 2006

Personnel Costs	\$3,055.00
Training and Travel Expenses.....	5,454.00
TOP Club Expenses and Supplies.....	750.00
Subtotal	\$9,259.00
Administrative Costs (8%).....	741.00
Total Budget.....	\$10,000.00



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

1. APPLICABLE LAWS AND REGULATIONS

a. This contract or agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Contractor/Provider shall comply with all federal and state laws, regulations and policies applicable to this contract or agreement.

In performing its responsibilities under this contract or agreement, the Contractor/Provider shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments, applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor/Provider through this contract or agreement.

Uniform Administrative Requirements

A-102 - State/Local Governments

2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations

Cost Principles

A-87 - State/Local Governments

A-122 - Not-For-Profit Organizations

A-21 - Colleges and Universities

48 CFR 31.2 - For-Profit Organizations

45 CFR 74 Appendix E – Hospitals

b. The Contractor/Provider shall comply with all Federal and State statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) 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. Section 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 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities; (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, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity"; (g) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements; (h) Missouri Governor's E.O. #94-03; and (i) the requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to this contract or agreement.

c. The Contractor/Provider shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under this contract or agreement shall be used to pay the salary or expenses of the Contractor/Provider, or agent acting for the Contractor/Provider, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The Contractor/Provider shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The Contractor/Provider shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.

d. The Contractor/Provider shall comply with the requirements of the Single Audit Act of 1984 (P.L. 98-502), the Single Audit Act Amendments of 1996 (P.L. 104-156), and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to DHSS, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. The Contractor/Provider shall return to the Department any funds disallowed in an audit of this contract or agreement.

e. The Contractor/Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

f. The Contractor/Provider 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.

g. The Contractor/Provider 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.).

2. ELIGIBILITY TO CONTRACT

a. The Contractor/Provider assures and certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.

b. In accordance with Section 34.040.6 RSMo, if the Contractor/Provider or its affiliate, if any, makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in the State of Missouri, it shall collect and properly pay the tax as provided in Chapter 144, RSMo.

3. TERMINATION

a. If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract or agreement, or in the event of a change in federal or state law relevant to this contract or agreement, the obligations of each party may, at the sole discretion of the Department, be terminated in whole or in part, effective immediately or as determined by the Department, upon written notice to the Contractor/Provider from the Department.

b. The Department reserves the right to terminate the contract or agreement, in whole or in part, at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the Contractor/Provider at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor/Provider pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department as authorized by law. The Contractor/Provider shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department and for all non-cancelable obligations incurred pursuant to the contract or agreement prior to the effective date of termination.

c. In the event of material breach of the contractual obligations by the Contractor/Provider, the Department may, by written notice, terminate this contract or agreement immediately in whole or in part. At its sole discretion, the Department may give the Contractor/Provider an opportunity to cure the breach. The actual cure must be completed within no more than ten (10) working days unless otherwise approved by the Department. If the Contractor/Provider fails to cure the breach or when immediate action is demanded, the Department will issue a written notice terminating the contract or agreement in whole or in part, effective immediately. If the Department terminates this contract or agreement in whole or in part, it may acquire, under the terms and in the manner the Department considers appropriate, equipment, supplies and/or services similar to those terminated, and the Contractor/Provider shall be liable to the Department for any excess costs for the equipment, supplies and/or services. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor/Provider pursuant to the terms of the contract or agreement shall, at the option of the Department, become the property of the Department, as authorized by law.

d. Any notice to the Contractor/Provider 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/Provider.

4. INVOICING AND PAYMENT

a. Notwithstanding any other payment provision of this contract or agreement, if the Contractor/Provider fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the Department may withhold payment or reject invoices under this contract or agreement.



**MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
TERMS AND CONDITIONS**

4. INVOICING AND PAYMENT (CONTINUED)

b. Final invoices are due within thirty (30) calendar days of the contract or agreement ending date unless otherwise stated in the contract or agreement. The Department shall have no obligation to pay any invoice submitted after the due date.

c. In accordance with state policies and procedures, the Contractor/Provider shall submit an invoice billed to the Department on the Contractor/Provider's original descriptive business invoice form. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice or bill.

d. If a request by the Contractor/Provider for payment or reimbursement is denied, the Department shall provide the Contractor/Provider with written notice of the reason(s) for denial.

5. DOCUMENT RETENTION

The Contractor/Provider shall retain all books, records, and other documents relevant to this contract or agreement 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 or agreement. The Contractor/Provider shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained 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. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

6. CONFIDENTIALITY

The Contractor/Provider shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor/Provider establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law. The Contractor/Provider assumes liability for all disclosures of confidential information by the Contractor/Provider and/or the Contractor's/Provider's subcontractors and employees. The Contractor/Provider agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164).

7. PUBLICITY

Any publicity release mentioning contract or agreement activities shall reference the contract or agreement number and the Department. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract or agreement and the Department. The Contractor/Provider shall obtain approval from the Department prior to the release of such publicity or publications.

8. COPYRIGHTS

If any copyrighted material is developed as a result of this contract or agreement, 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.

9. LIABILITY

a. The relationship of the Contractor/Provider to the Department shall be that of an independent contractor. The Contractor/Provider 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/Provider shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other employee related obligation or expense, and agrees to indemnify, save, and hold the Department, including its officers, employees, and assigns harmless from and against all loss, cost (including attorney fees), and damage of any kind related to such matters. The Contractor/Provider shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract or agreement. 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.

b. The Contractor/Provider 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/Provider's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or agreement 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/Provider. However, the Contractor/Provider 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.

10. AMENDMENTS

Any changes to this contract or agreement shall only be made by execution of a written amendment on the Department's Form DH-71 or other form approved by the Department.

11. MONITORING

a. The Department reserves the right to monitor this contract or agreement during the contract/agreement period to ensure financial and contractual compliance.

b. Contractors/Providers deemed high-risk by the Department may have special conditions or restrictions imposed, 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 or agreement period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor/Provider to obtain technical or management assistance; or establishing additional prior approvals from the Department. Special conditions or restrictions can be imposed at the time of the contract award or at any time after the contract award. Written notification will be provided to the Contractor/Provider at least thirty (30) calendar days prior to the effective date of the high-risk status.

12. RETURN OF CONTRACT/AGREEMENT

Return of the proposed contract or agreement within forty-five (45) calendar days of the date mailed by the Department is necessary to ensure execution of this contract or agreement by the Department.

13. OVERPAYMENT

If the Contractor/Provider is overpaid by the Department, the Contractor shall issue a check made payable to "DHSS-DOA-Fee Receipts" upon official notification by the Department and shall mail the payment 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

14. EQUIPMENT

a. Title to equipment purchased by the Contractor/Provider for the purposes of fulfilling contract or agreement services vests in the Contractor/Provider upon acquisition, subject to the conditions that apply as set forth in 2 CFR 215.34 or OMB Circular A-102, Section 32, as applicable. The Contractor/Provider must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$500. The repair and maintenance of purchased equipment will be the responsibility of the Contractor/Provider. Upon satisfactory completion of the contract or agreement, if the current fair market value (FMV) of the equipment purchased by the Contractor/Provider is less than \$5,000 there is no further obligation to the Department. Items purchased by the Contractor/Provider with a current FMV greater than \$5,000 may be sold or retained by the Contractor/Provider but the Contractor/Provider may be required to reimburse the Department for costs up to the current value of the equipment.

b. Equipment purchased by the Department and placed in the custody of the Contractor/Provider shall remain the property of the Department. The Contractor/Provider must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

Source

Health
S. Browning



TO: City Council
FROM: City Manager and Staff *AD Beck*
DATE: October 4, 2005
RE: Department of Health & Senior Services /Health Department

SUMMARY

An ordinance authorizing the City Manager to accept funding and sign contract #DH050008002 **LPHA Teen Outreach Program** between the City of Columbia and the Missouri Department of Health and Senior Services to provide teen outreach programming during FY2006. The contract period begins October 1, 2005 and ends September 30, 2006. The contract amount is \$10,000. This contract was not anticipated in the FY2006 budget process. A budget amendment and appropriation of funds is necessary to temporarily increase the FTE of existing staff to carry out the deliverables of this program.

Fiscal Impact

YES X

NO

Other Info.

NARRATIVE

The State of Missouri is providing funding to local public health agencies to partner with community agencies to provide teen outreach services. This contract provides funding for training of teen outreach workers to improve their capacity as role models and mentor to at risk teens. This program will be carried out by Columbia/Boone County Health Department personnel in conjunction with the Columbia Public Schools and the Columbia Housing Authority.

FISCAL NOTE

This contract was not anticipated in the FY2006 budget process. An appropriation of funds is necessary to cover the activities of the contract.

SUGGESTED COUNCIL ACTION

Should the Council agree with the staff recommendation to support this Public Health program, an affirmative vote would be in order.