

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 284-06

AN ORDINANCE

authorizing an agreement with Planned Parenthood of Kansas and Mid-Missouri for Title X Family Planning Services; 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 Planned Parenthood of Kansas and Mid-Missouri for Title X Family Planning Services. 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 \$5,000.00 is hereby appropriated from the Miscellaneous Revenue Account No. 110-3310-461.10-00 GFAMPL to the Drugs Account No. 110-3310-531.13-90 GFAMPL.

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

PASSED this _____ day of _____, 2006.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in the Miscellaneous Revenue Account No. 110-3310-461.10-00 GFAMPL to cover the above appropriation.

Director of Finance

**PLANNED PARENTHOOD OF KANSAS AND MID-MISSOURI
Contract for Provision of Title X Family Planning Services**

ARTICLE I

PARTIES, EXECUTION DATE, ADDRESSES AND NOTICES

THIS CONTRACT is made and entered into this 1st day of April, 2006 by and between the City of Columbia whose agent, the Columbia/Boone County Health Department (hereinafter “Contractor”), whose address for notices permitted or required hereunder shall be, P.O. Box 6015, 1005 West Worley, Columbia, MO 65205-6015 and Planned Parenthood of Kansas and Mid-Missouri (hereinafter “PPKM”), whose address for notices permitted or required hereunder shall be 4401 W. 109th Street, Suite 200 Overland Park, KS 66211.

ARTICLE II

SUMMARY PROVISIONS

- 2.1 Contract Term: April 1, 2006 – March 31, 2007
- 2.2 Estimated Users: 256
- 2.3 PPKM Provided Funds: \$5,000
- 2.4 Contractor Service County and Clinic Locations (Service Area):

<u>County</u>	<u>Clinic Locations</u>
Boone County	1005 West Worley, Columbia, MO 65203

ARTICLE III

SCOPE OF SERVICES

3.1 Service Area: CONTRACTOR shall provide family planning services to residents of the Missouri counties or parts of such counties above set forth in Section 2.4 and these counties shall constitute Contractor's "Service Area."

3.2 Service Facilities: CONTRACTOR shall operate family planning clinics in the locations set forth in Section 2.4.

3.3 Scope of Delegate Agency Services

(a) CONTRACTOR shall provide family planning services to the estimated number of USERS set forth in Section 2.2, who are in need of its services in its Service Area during the entire Contract term.

(b) CONTRACTOR shall provide family planning services at all said location(s) to all persons requesting such services, without regard to sex, age, marital status, sexual preference, parity, race, or religion in accordance, in part with DHHS guidelines (Title X Program Guidelines for Project Grants for Family Planning Services, Sec. 1001, Public Services Act, UDS-HHS).

(c) CONTRACTOR shall provide all required family planning services as set forth by DHHS in the "Programs Guidelines for Project Grants for Family Planning Services" as revised June, 1981 or as thereafter amended.

(d) CONTRACTOR shall provide services in accordance with Missouri Family Health Council's (hereinafter called MFHC) Clinical Services Plan and Contractor's family planning work plan, as approved by PPKM.

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

3.5 PPKM and CONTRACTOR Obligations:

(a) PPKM shall provide to CONTRACTOR and CONTRACTOR shall accept training, technical assistance, and consultation, whereby PPKM shall assist CONTRACTOR in its provision of family planning and related services under this Contract.

(b) PPKM shall assist CONTRACTOR and CONTRACTOR shall cooperate with such assistance in coordinating its family planning services with other Agencies and providers of such services.

(c) PPKM shall provide CONTRACTOR cost related reporting forms which shall be utilized by CONTRACTOR in providing all information as and in the manners requested by PPKM to ensure that grant monies are used in appropriate and legal manners.

(d) PPKM shall direct CONTRACTOR and CONTRACTOR shall cooperate with PPKM and other in the development of a unified system for gathering, evaluating, and reporting statistical data related to its provision of services.

ARTICLE IV CONTRACT FUNDS

4.1 Funding of Program: PPKM intends to provide funds to CONTRACTOR in accordance with and subject to the terms and conditions of the Contract and subject to the approved budget and proposal of CONTRACTOR, in the amount set forth in Section 2.3. However, if PPKM does not receive the full amount of funds it has requested from MFHC for this Contract period, PPKM reserves the right to amend accordingly the amount of this Contract in said Section 2.3. CONTRACTOR independently shall provide matching funds in the amount above set forth in Section 2.3 for the funding of its Family Planning and related Program and Services. CONTRACTOR shall use all reasonable efforts to obtain all available first-and third-party reimbursement, including, if deemed appropriate, patient fees. All Family Planning Program income (as defined in 45 CFR 74) earned during the period of the Contract shall be retained by CONTRACTOR and used to further the objectives of federal Title X legislation.

4.2 Method of Payment: PPKM shall advance up to one month's funds, one twelfth (1/12) of PPKM provided funds as set forth in Section 2.3, to CONTRACTOR. CONTRACTOR shall submit a "Cash Request" form on or before the 15th day of the month immediately preceding the month for which funds are being requested. In no event shall PPKM be obligated to pay CONTRACTOR any funds without the timely and proper submission of a "Cash Request" for; and in no event shall PPKM be obligated to pay CONTRACTOR more than the previously approved grant amount or any monthly pro-rata portion thereof.

4.3 Compliance with Regulations: CONTRACTOR shall comply with all applicable laws, rules, and regulations (federal, state, and/or local) relating to the use of grant funds, including by not limited to CFR 45, part 74, Administration of Grants, DHHS, June 1981, and the PHS Grants Policy Statement (Rev. January, 1987).

ARTICLE V
RECORDS AND REPORTS

5.1 Books, Records, Documents, and Accounts: CONTRACTOR shall maintain separate accounting records with respect to this Contract. At a minimum, such records shall include: (1) Receipt and disbursement journals; (2) Supporting documentation as to source and explanation of monies received or paid; And (3) General ledger records. Upon reasonable notice, PPKM may at any time audit or cause to be audited CONTRACTOR'S records (financial and operational as relevant to this Contract) and CONTRACTOR shall cooperate fully in effecting any such audit. CONTRACTOR agrees and understands that DHHS and MFHC shall have the same above described audit rights at PPKM.

5.2 Retention of Books, Records, and Documents: All records and supporting documents relating directly or indirectly to this Contract shall be retained by the CONTRACTOR for a period of three years following the close of the applicable Contract year, except that in an audit by or on behalf of PPKM or the federal government had begun but had not been completed within the said three-year period, or if questions or problems raised by any such audit have not been resolved within said three-year period, all such records and documents shall be retained until the resolution of any audit, questions or problems.

5.3 Access to Books, records, and Documents: PPKM, MFHC, DHHS, or the Comptroller General of the United States, or any of their duly authorized representatives shall have full and ready access to any books, documents, accounts, papers, and records of CONTRACTOR which PPKM, MFHC, DHHS, and Comptroller General of the United States, or any of their duly authorized representatives deem pertinent to grant to the CONTRACTOR for the purpose of making audit, examination, excerpts, copies, and/or transcripts.

5.4 Reports: CONTRACTOR shall prepare and submit to PPKM the following listed reports and other unlisted reports that PPKM may reasonably require, as and when PPKM deems it appropriate.

<u>REPORT</u>	<u>DUE DATE</u>
Budget Report & All Revisions	April 15
Revenue and Expenditure	July 15, October 15, January 15 & April 15
Patient Information Reports	5 th working day of each month for the preceding month(s).
Financial & Compliance Audit	Upon completion of audit
Training Needs Assessment	Each January 31

ARTICLE VI
GENERAL TERMS AND CONDITIONS

6.1 Assignment: This Contract may not be assigned by either party without prior written consent of the other party.

6.2 Sub-Contracting for the Provision of Services: Family Planning services under this contract may not be subcontracted.

6.3 Modifications of Agreement: This Contract contains the entire agreement of the parties and may not be modified only in a writing executed by both parties.

6.4 Disputes: The parties shall attempt amicably to resolve any disputes between them. If any dispute is not resolved within 30 days after it arises, either party may request that such dispute be submitted to MFHC for arbitration by giving written notice of such request to the other party. MFHC's decision shall be binding upon the parties hereto.

6.5 Termination – Failure to Perform: If either party fails to perform in full or timely manner any term or condition of this Contract or to fulfill its duties contemplated herein, and such party fails to bring itself into full compliance within ten days after receipt of written notice of such non-compliance from the other party, this Contract may be terminated within forty days of the date of such notice at the election of the notifying party.

6.6 Notices: All notices required or permitted herein shall be given in writing and shall be deemed to have been given when sent by certified or registered mail, postage prepaid, return receipt requested. Either party may change its address for notices from that above set forth in Article I, by given notice of such change to the other party in the manner herein described.

6.7 Independent Contractor: The parties agree and acknowledge that CONTRACTOR and its employees are acting as independent contractor and not as agents for or employees of PPKM with regard to the delivery of all services and the carrying out of its program referred to herein. No provision of this contract shall be interpreted in conflict with the intent of the parties that the legal status of the CONTRACTOR and its employees shall at all times be that of an independent contractor.

6.8 Professional Liability Coverage: CONTRACTOR does hereby agree to maintain, at its cost and expense throughout the term of this contract, professional liability coverage covering CONTRACTOR and its physicians and/or clinicians with minimum limits in the amount of ONE MILLION DOLLARS (\$1,000,000) for each occurrence and THREE MILLION DOLLARS (\$3,000,000) annual aggregate.

6.9 Indemnity: CONTRACTOR agrees to indemnify and hold harmless PPKM, its physicians, employees, agents, and servants from and against any and all claims, demands and causes of action which may be made, asserted or instituted against PPKM, its physicians, employees, agents, and servants arising from the acts or omissions of CONTRACTOR, its physicians or employees, in the performance of failure of performance of services as described in the contract.

6.10 Compliance with Law: This Contract and performance hereunder is subject to all applicable provisions of the federal and Missouri Constitutions, federal and state statutes and regulations, and county or municipal ordinances, and the same may be applicable; including by not limited to the federal Civil Rights Acts of 1964, to the federal Privacy Act, and to any other such similar laws, as may be in effect from time to time.

6.11 Choice of Law: This Contract shall be governed by and interpreted under the laws of the State of Missouri.

6.12 Assurances: CONTRACTOR further agrees and gives the following assurances during the term of the contract:

(a) That it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis on race, color, or national origin; (2) 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; (3) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (4) the Age Discrimination Act of 1975, as amended (42 U.S.C § 6101-6107), which prohibits discrimination on the basis of age; (5) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (6) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse or alcoholism; (7) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (8) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental, or financing of housing; (9) Americans with Disability Act (42 U.S.C. 12101); (10) any other nondiscrimination provisions in the specific statute(s) under which application of Federal assistance is being made; and (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(b) That it will comply with the provisions of the Hatch Act (5 U.S.C. § 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(c) That it will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(d) That it will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

(e) That it will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

(f) That by signing and submitting this contract in compliance with 45 CFR Part 76, it agrees that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the delegate agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (2) Establishing a drug-free awareness program to inform employees about:
(a) the dangers of drug abuse in the workplace; (b) the delegate agency's policy of maintaining a drug-free workplace; (c) any available drug counseling, rehabilitation, and employee assistance programs; and (d) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) above that, as a condition of employment under the contract, the employee will: (a) abide by the terms of the statement; and (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (5) Notifying the agency within ten days after receiving notice under subparagraph (4)(b) above, from an employee or otherwise receiving actual notice of such conviction;
- (6) Taking one of the following actions, within 30 days of receiving notice under subparagraph (4) (b) above, with respect to any employee who is so convicted: (a) taking appropriate personnel action against such an employee, up to and including termination; or (b) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health law enforcement, or other appropriate agency.

- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

6.13 Signature of Contracting Parties:

CONTRACTOR

Typed name of CONTRACTOR: City of Columbia, MO

Typed name of individual signing for CONTRACTOR: H. William Watkins

Signature: _____

Typed title of individual signing: City Manager

Date of Signed: _____

PLANNED PARENTHOOD OF KANSAS AND MID-MISSOURI

Typed name of individual signing for PPKM: Connie Floerchinger

Signature: _____

Typed title of individual signing: Vice President of Clinical Services

Date of Signed: _____

Source

Health
S. Browning

S. Browning

TO: City Council
FROM: City Manager and Staff *[Signature]*
DATE: June 5, 2006
RE: Planned Parenthood of Kansas and Mid-Missouri /Health Department

Fiscal Impact

YES X
NO

SUMMARY

An ordinance authorizing the City Manager to sign a contract between Planned Parenthood of Kansas and Mid-Missouri and the City of Columbia for Title X services for the period of April 1, 2006 through March 31, 2007 in an amount not to exceed \$5,000. Amending the FY 2006 budget to appropriate funds.

Other Info.

OUR ELIGIBILITY FOR FAMILY PLANNING SUPPLIES & FEDERAL PRICING WAS RECENTLY CUT. THIS CONTRACT WILL ALLOW US TO PURCHASE THEM THROUGH PLANNED PARENTHOOD AT THE REDUCED PRICES. SUBSTANTIAL BUDGET SAVINGS CONTINUOUS WHAT WE ARE CURRENTLY DOING.

NARRATIVE

The Title X program is a federally funded family planning program that provides reproductive health services to low income men and women. This program allows approved agencies to provide low cost or no cost services and contraceptives to eligible individuals. Agencies with Title X subcontracts are allowed to purchase supplies through the special federal pricing system. This contract will allow the health department to continue to provide quality women's health services and to keep costs to participants low.

FISCAL NOTE

This agreement was not anticipated in the FY2006 budget process. An appropriation is needed.

SUGGESTED COUNCIL ACTION

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