

Introduced by _____ Council Bill No. R 2-14

A RESOLUTION

authorizing Amendment No. 4 to the program services contract with the Missouri Department of Health and Senior Services for the HIV Prevention Project.

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

SECTION 1. The City Manager is hereby authorized to execute Amendment No. 4 to the program services contract with the Missouri Department of Health and Senior Services for the HIV Prevention Project for the period of January 1, 2014 through December 31, 2014. The form and content of the program services contract shall be in substantially the same form as set forth in "Exhibit A" attached hereto.

ADOPTED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
PROGRAM SERVICES CONTRACT

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

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

Tracking # 35414	Contract Title: HIV PREVENTION	
Contract Start: 1/1/2011	Contract End: 12/31/2014	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: AOC11380097		Amend #: 04

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) COLUMBIA/BOONE COUNTY HEALTH DEPARTMENT	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 1005 WEST WORLEY P O BOX 6015	
CITY, STATE, and ZIP CODE COLUMBIA MO 65205-6015	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) 436000810	DUNS NUMBER 071989024
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

AMENDMENT #04 TO CONTRACT AOC11380097

CONTRACT TITLE: HIV Prevention

CONTRACT PERIOD: January 1, 2014 through December 31, 2014

The Missouri Department of Health and Senior Services hereby exercises its option to renew the above referenced contract.

In addition, the Missouri Department of Health and Senior Services desires to amend the contract as follows:

1. Paragraph 1.1 of the Scope of Work is revised to include the amount available for the contract renewal period as follows:
 - 1.1 The contract amount shall not exceed \$124,903 for the period of January 1, 2014 through December 31, 2014.
2. Paragraph 7.1 of the Scope of Work is revised as follows:
 - 7.1 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 be completed and submitted per this section, as the Department will make payments to the Contractor through Electronic Funds Transfer. The Department may delay payment until the ACH/EFT application is completed and approved.
3. Paragraph 7.1.1 of the Scope of Work is revised to include the revised web address for the State Vendor ACH/EFT Application and completion instructions as follows:
 - 7.1.1 A copy of State Vendor ACH/EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
4. Paragraph 7.2 of the Scope of Work is revised as follows:
 - 7.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice.
5. Paragraph 11.1 of the Scope of Work is revised as follows:
 - 11.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract. The Contractor 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. The Department may recover any payment it has made to the Contractor if adequate documentation is not retained by the Contractor.

6. Paragraphs 14.3, 14.3.1, and 14.3.2 are added to the Scope of Work as follows:

14.3 In accordance with the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public law 112-74, Section 505, "Steven's Amendment" the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

14.3.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

14.3.2 The percentage of the total costs of the project or program that will be financed by nongovernmental sources.

7. The Contractor shall obtain the approval of the Missouri Department of Health and Senior Services before establishing any new subcontracting arrangements and before changing any subcontractors. Therefore, paragraph 18.5 is added to the Subcontracting section of the Scope of Work as follows:

18.5 The contractor must obtain the approval of the Missouri Department of Health and Senior Services prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

8. The Subrecipient Special Conditions have been revised. Therefore, Attachment B (Revised 10/26/2012) is hereby deleted in its entirety and replaced with Attachment B (Revised 05/28/2013), attached hereto and incorporated by reference as if fully set forth herein.

9. The allowable costs in the budget categories stated in Attachment D have been revised for the contract renewal period. Therefore, Attachment D is hereby deleted in its entirety and replaced with the Revised Attachment D, attached hereto and incorporated by reference as if fully set forth herein.

10. The Business Associate Provisions have been revised. Therefore, Attachment E (Revised 05/11) is hereby deleted in its entirety and replaced with Attachment E (Revised 05/15/2013), attached hereto and incorporated by reference as if fully set forth herein.

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

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services (DHSS) has determined that this contract is subrecipient in nature as defined in the Office of Management and Budget (OMB) Circular A-133, Section 210. To the extent that this contract involves the use, in whole or in part, federal funds, the Contractor shall comply with the following special conditions.
 - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.
 - 1.2.1 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 (OMB Circular A-110)
 - 1.2.2 Cost Principles
2 CFR 225 – State/Local Governments (OMB Circular A-87)
2 CFR 230 – Not-For-Profit Organizations (OMB Circular A-122)
2 CFR 220 – Colleges and Universities (OMB Circular A-21)
48 CFR 31.2 – For-Profit Organizations
45 CFR 74 Appendix E – Hospitals
 - 1.3 The Contractor shall comply with the requirements of 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 shall return to the Department any funds disallowed in an audit of this contract.
 - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
<http://www.hhs.gov/asfr/ogapa/grantinformation/hhsgps107.pdf>
 - 1.5 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR 175.25. The subrecipient and subrecipients' employees may not:

SUBRECIPIENT SPECIAL CONDITIONS

- 1.5.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- 1.5.2 Procure a commercial sex act during the period of time that the award is in effect; or
- 1.5.3 Use forced labor in the performance of the award or subawards under the award.
- 1.5.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.6 The Contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.7 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 1.8 The Contractor shall provide its Data Universal Numbering System (DUNS) number, unless the Contractor is an exempt individual as per 2 CFR 25.110(b). Pursuant to 2 CFR 25, no entity may receive a subaward unless the entity has provided its DUNS number. The award of this contract shall be withheld until the DUNS number has been submitted to and verified by the Department.
- 1.9 Equipment
 - 1.9.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR 215.34 or 45 CFR 92.32, as applicable. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000 there is no further obligation to the Department. Items purchased by the Contractor with a current FMV greater than \$5,000 may be sold or retained by the Contractor but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
 - 1.9.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

YOUR LETTERHEAD HERE

HIV PREVENTION

INVOICE #: HIVP

BILL TO: Missouri Department of Health and Senior Services
 Bureau of HIV, STD, and Hepatitis
 Attention: Joyce Hooker
 930 Wildwood Dr., PO Box 570
 Jefferson City, MO 65102-0570

CONTRACT #: _____ FOR THE MONTH OF: _____

	PERSONNEL	TRAVEL/ MEETINGS	SUBCONTRACT (if applicable)	OPERATING EXPENSE	ADMINISTRATION costs billed to the Department shall not exceed 8% of total direct costs <u>billed</u> .	TOTAL
Category A Budget	\$79,585	\$2,820	\$3,760	\$29,486	\$9,252	\$124,903
Expenditure						
Remaining Balance						\$124,903

The attached report is a true and correct statement of expenditure under the above stated contract for the invoice period. Further, all expenditures claimed were made in accordance with the provisions set forth in the contract.

 FISCAL OFFICER'S SIGNATURE

1. BUSINESS ASSOCIATE PROVISIONS:

- 1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the state agency. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”
- 1.1.1 The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
- a. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - b. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
 - c. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
 - d. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.
 - e. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - f. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
 - g. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - h. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - i. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - j. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C.

1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

- k. “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
- l. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
- m. “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

1.1.2 The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

1.1.3 The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

1.1.4 The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

1.2.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

1.2.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

1.2.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

1.2.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information, if necessary, for the proper management and administration of the contractor’s business.

1.2.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

1.2.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

- 1.2.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.
- 1.2.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.
- 1.3 Obligations and Activities of the Contractor:
- 1.3.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- 1.3.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- 1.3.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 1.3.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 1.3.5 By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

- 1.3.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- 1.3.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 1.3.8 At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 1.3.9 The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- 1.3.10 The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 1.3.11 The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 1.3.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
 - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 1.3.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- 1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 1.3.15 If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
- 1.3.16 The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.
- 1.4 Obligations of the State Agency:
- 1.4.1 The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
 - 1.4.2 The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
 - 1.4.3 The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
 - 1.4.4 The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

- 1.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- 1.5.1 In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.
- 1.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.



**MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICE
CONTRACT FUNDING SOURCE(S)**

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking # 35414	State: 0%	\$0.00	Federal: 100%	\$540,162.00
Contract Title: HIV PREVENTION				
Contract Start: 1/1/2011	Contract End: 12/31/2014	Amend#: 04	Contract #: AOC11380097	
Vendor Name: COLUMBIA/BOONE COUNTY HEALTH DEPARTMENT				

Federal Award Year: 2011 **DHSS #:** PS723511-07
Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION
CFDA: 93.940 **CFDA Name:** HIV PREVENTION ACTIVITIES_HEALTH DEPARTMENT BASED
Federal Award Name: PS10-1001, HIV PREVENTION PROJECTS
Federal Award: 5U62PS723511-07
Research and Development: N **Subject to A-133 Requirements:** Y

Federal Award Year: 2012 **DHSS #:** PS003676-01A
Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION
CFDA: 93.940 **CFDA Name:** HIV PREVENTION ACTIVITIES_HEALTH DEPARTMENT BASED
Federal Award Name: PS12-1201 COMPREHENSIVE HIV PREVENTION PROJECT FOR HEALTH DEPTS
Federal Award: 1U62PS003676-01
Research and Development: N **Subject to A-133 Requirements:** Y

Federal Award Year: 2013 **DHSS #:** PS003676-02B
Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION
CFDA: 93.940 **CFDA Name:** HIV PREVENTION ACTIVITIES_HEALTH DEPARTMENT BASED
Federal Award Name: PS12-1201 COMPREHENSIVE HIV PREVENTION PROJECT FOR HEALTH DEPTS
Federal Award: 5U62PS003676-02
Research and Development: N **Subject to A-133 Requirements:** Y

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

Federal Award Year: 2014

DHSS #: CDC-RFA-PS12-
120103CONT14

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

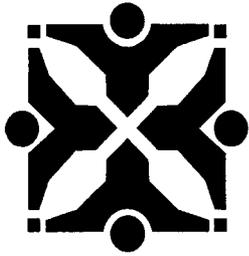
CFDA: 93.940 **CFDA Name:** HIV PREVENTION ACTIVITIES_HEALTH DEPARTMENT BASED

Federal Award Name:

Federal Award: *

Research and Development: N **Subject to A-133 Requirements:** Y

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



Source: Health

S. Brown

To: City Council
From: City Manager and Staff

MM

Council Meeting Date: Jan 6, 2014

Agenda Item No:

Re: Missouri Department of Health and Senior Services
HIV Prevention Contract AOC11380097 Amendment 04

EXECUTIVE SUMMARY:

A resolution authorizing the City Manager to sign Amendment 04 to Contract AOC11380097 between the City of Columbia and the Missouri Department of Health and Senior Services in the amount of \$124,903 for HIV Prevention activities. The contract amendment period is January 1, 2014 through December 31, 2014.

DISCUSSION:

HIV Prevention program funding enables the Department of Public Health and Human Services to provide HIV testing and counseling, outreach education and technical assistance to 33 north-central Missouri counties. This contract is renewed annually and has been in place for many years.

FISCAL IMPACT:

Funding was anticipated in the FY 2014 budget process.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

11.3 Goal: Columbia will be a healthy community. All residents will have timely access to appropriate health care. Effective prevention initiatives will contribute to a healthy community.

SUGGESTED COUNCIL ACTIONS:

Should the Council agree with staff recommendations, an affirmative vote is in order.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$124,903.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$124,903.00	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	11.3
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	