

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 49-15

Department Source: Public Health & Human Services

To: City Council

From: City Manager & Staff

Council Meeting Date: 2/16/2015

Re: NACCHO Contract #2015-011503 SubAward Agreement

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Contract #2015-011503 Subaward Agreement

Supporting documentation includes: None

Executive Summary

An ordinance authorizing the City Manager to sign the NACCHO Contract #2015-011503 Subaward Agreement in the amount of \$9,996 for the period of December 15, 2014 through August 31, 2015; appropriating funds.

Discussion

Public Health and Human Services was selected as a recipient of the National Association of City and County Health Officials (NACCHO) mentor/mentee program for achieving advanced conformance with the FDA Voluntary National Retail Food Program Standards (VNRFPS). The VNRFPS are a set of nine national standards developed by FDA for food safety programs in state and local health departments. Conformance with these standards assures greater uniformity of food safety regulation implementation nationwide. Through this funding opportunity, Public Health and Human Services will be mentored by the Kansas City, MO Health Department on Standard 2: trained regulatory staff. As a result of this project, a Public Health and Human Services staff member will be standardized as a food safety official. This food safety official will then standardize all Environmental Public Health Specialists within the department to achieve conformance with the national standard.

Fiscal Impact

Short-Term Impact: None

Long-Term Impact: None

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Health, Social Services and Affordable Housing

Strategic Plan Impact: Health, Safety and Wellbeing

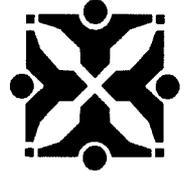
Comprehensive Plan Impact: Not Applicable

Suggested Council Action

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

City of Columbia

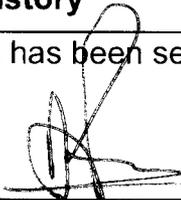
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Legislative History

This is the first year Public Health and Human Services has been selected as a recipient of the NACCHO mentor/mentee program.


Department Approved


City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 49-15

AN ORDINANCE

authorizing a subaward agreement with the National Association of County and City Health Officials relating to the FDA Voluntary National Retail Food Program Standards (VNRFPS); 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 a subaward agreement with the National Association of County and City Health Officials relating to the FDA Voluntary National Retail Food Program Standards (VNRFPS) for the period of December 15, 2014 through August 31, 2015. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto. Any actions taken by or on behalf of the City in connection with such agreement prior to the date of this ordinance are hereby approved and ratified.

SECTION 2. The sum of \$9,996.00 is hereby appropriated from Account No. 110-3210-461.10-00 GNRBIM in the following amounts to the following accounts:

\$8,417.00	Permanent Positions	Account No. 110-3210-531.01-01 GNRBIM
\$340.00	Information Services Support	Account No. 110-3210-531.30-44 GNRBIM
\$1,239.00	Travel	Account No. 110-3210-531.20-10 GNRBIM

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

PASSED this _____ day of _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in Account No. 110-3210-461.10-00 GNRBIM to cover the above appropriation.

Director of Finance

NACCHO CONTRACT # 2015-011503

SUBAWARD AGREEMENT

This Contractual Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as “NACCHO”), with its principal place of business at 1100 17th Street, N.W., 7th Floor, Washington, DC 20036, and **City of Columbia** (hereinafter referred to as “Subrecipient”), with its principal place of business at 701 E. Broadway, Columbia, MO 65203.

WHEREAS, NACCHO wishes to hire Subrecipient to perform the services specified herein for NACCHO to enhance the programmatic activities of a grant;

WHEREAS, Subrecipient wishes to perform such services for NACCHO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: Subrecipient agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of **FDA (GRANT # 5U50FD004334-04, CFDA # 93.103)** as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Subrecipient shall act at all times in a professional manner consistent with the standards of the industry.
2. TERM OF AGREEMENT: The term of the Agreement shall begin on **December 15, 2014** and shall continue in effect until **August 31, 2015**, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
3. PAYMENT FOR SERVICES: In consideration for services to be performed, NACCHO agrees to reimburse the Subrecipient for eligible costs incurred up to **\$9,996**. Eligible costs are those previously approved by NACCHO. All payments will be made within 30 days of receipt of invoice(s) from Subrecipient and following approval by NACCHO for approved services, as outlined on Attachment I. The invoice(s) shall itemize all expenses with supporting documentation for each itemized expense. **Invoices MUST be submitted in increments of three: 1st invoice is due by April 20th for expenses through March 31st, 2nd invoice is due by July 20th for expenses through June 30th, and 3rd invoice is due by September 20th for expenses through August 31st.** The NACCHO contract number must be included on all invoices. The final invoice must be received by **NACCHO no later than 30 days** after the end date of the Agreement.

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Subrecipient shall act as an Independent Contractor, and Subrecipient shall not be entitled to any benefits to which NACCHO employees may be entitled.
2. PAYMENT OF TAXES AND OTHER LEVIES: Subrecipient shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Subrecipient in the performance of this agreement shall be the responsibility of the Subrecipient, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Subrecipient, any subSubrecipient, anyone directly or indirectly employed by the Subrecipient.
All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Subrecipient, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.
In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Subrecipient and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Subrecipient and NACCHO in relation to each party's responsibilities under these joint activities.
4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NACCHO, Subrecipient may not assign this Agreement nor delegate any duties herein.
6. INTERFERING CONDITIONS: Subrecipient shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Subrecipient's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Subrecipient of said duties and responsibilities under this Agreement.
7. OWNERSHIP OF MATERIALS: Subrecipient hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Subrecipient pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Subrecipient shall inform NACCHO in

writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Subrecipient understands and agrees that Subrecipient shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Subrecipient represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the U.S. Department of Health and Human Services.

8. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the subrecipient, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the subrecipient and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Subrecipient for services rendered through the date of termination.
11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of laws provisions).

14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
15. REMEDIES FOR MISTAKES: If work that is prepared by the Subrecipient contains errors or misinformation, the Subrecipient will correct error(s) within five business days. The Subrecipient will not charge NACCHO for the time it takes to rectify the situation.
16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Subrecipient's use of funds under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the Subrecipient's responsibility to understand and comply with all requirements set forth therein.
17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to OMB Circular A-110, Subrecipient will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
18. DEBARRED OR SUSPENDED SUBRECIPIENTS: Pursuant to OMB Circular A-110, Subrecipient will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
19. AUDITING: Subrecipient agrees to permit independent auditors to have access to its records and financial statements for the purpose of monitoring compliance with this Agreement. If Subrecipient is not required to undergo an audit pursuant to OMB Circular A-133 because Subrecipient receives less than \$500,000 in federal direct or indirect cooperative agreement or grant funds, Subrecipient will certify to NACCHO that it is not so required. If Subrecipient is required to undergo an audit pursuant to OMB Circular A-133, Subrecipient will undergo the required audit and agrees to send a copy of its most recent OMB A-133 audit report and any management letters to NACCHO.
20. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to OMB Circular A-110, Subrecipient will certify to NACCHO using the required form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress,

officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Subrecipient will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

21. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to OMB Circular A-110, Subrecipient agrees to 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.).
22. REPORTING REQUIREMENTS: Subrecipient must comply with subrecipient reporting requirements specified in the Federal Funding Accountability and Transparency Act (P.L. 109-282). Subrecipient shall submit the information required on the FFATA Data Collection Form (attached) within 15 days of execution of this agreement and prior to any payment being made against this agreement
23. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and City Health Officials

Attn: Contracts Specialist

1100 17th Street, N.W., 7th Floor

Washington, D.C. 20036

Tel. (202) 507-4272

Fax (202) 783-1583

Email: mtsanga@naccho.org

FOR SUBRECIPIENT:

Dan Schneiderjohn

Environmental Public Health Specialist

City of Columbia

701 E. Broadway

Columbia, MO 65203

Tel: (573) 441-5508

Fax: (573) 817-6407

Email: drschnei@gocolumbiamo.com

24. AUTHORITY TO BIND: Each party hereby represents and warrants that the person signing below has the authority to bind such party to this Agreement.

NACCHO:

By: _____

Name: Dawn P. Richardson

Title: Senior Director of Grants and Contracts

Date: _____

SUBRECIPIENT:

By: _____

Name: _____

Title: _____

Date: _____

Federal Tax ID No: 43-6000810

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

**NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS
SUBRECIPIENT AGREEMENT – ATTACHMENT I**

SCOPE OF WORK

Step 1 and Step 2 – all staff will have taken the requisite courses and our new staff member will complete 25 joint field inspections by March 1 of 2015.

Step 3 – The staff will do a minimum of 25 independent inspections and complete the remaining course curriculum by May 1 of 2015.

Step 4 – The FSIOs will complete a standardization process similar to the FDA standardization procedures by September 1 of 2015.

Step 5 – All staff will have to complete 20 contact hours and restandardize by September 1 of 2018.

**Columbia/Boone County Department of Public Health and Human Services
Staffing Plan**

If selected, Dan Schneiderjohn will be the mentee and perform the majority of duties related to the self-assessment. Dan Schneiderjohn has been with Columbia/Boone County Public Health & Human Services since 2006. He is currently responsible for ensuring compliance with new retail food program standards each year, completing retail food program standard grant deliverables, implementing our new mobile inspection software, and retail food inspections at approximately 100 food establishments. Dan Schneiderjohn has a Masters in Public Health from the University of Missouri. He is the president of the Missouri Environmental Health Association and a member of NEHA and the Missouri, Milk, Food and Environmental Health Association. A letter of support for Dan from the Assistant Director of our Department is attached. Supervision and review of the 5 steps in standard 2 and mentee will be done by Michala Wekenborg-Tomka, the Environmental Public Health Supervisor (EPHS). The EPHS has been involved with the National Voluntary Retail Food Program Standards since 2009 when the CBCDPHHS enrolled. Additionally, the EPHS has 12 years of public health experience in Environmental Health, 1 year experience in the food distribution/quality assurance industry, holds a Bachelor of Science degree in Animal Science from the University of Missouri – Columbia and a Master’s Degree in Health Administration from the University of Missouri – Columbia School of Medicine Department of Health Management and Informatics. The EPHS is a past president of the Missouri Environmental Health Association and was responsible for planning the annual education conference for 2012. The EPHS is a member of AFDO, NEHA, MEHA and the Missouri Milk, Food and Environmental Health Association.

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

Dan Schneiderjohn - Environmental Public Health Specialist Salary = $\$40,081.60 \times 15\% = \$6,012.24$. Benefits = $40,081.60 \times 15\% \times .4 = \2404.90 . This position will allow us to have a dedicated staff person to perform all the tasks of meeting standard 2 and mentorship. The mentorship will allow for development of a single staff member to perform planning and assessments of retail food program standards into the future. We have chosen Dan Schneiderjohn, an environmental public health specialist to be our mentee and to perform these duties into the future. Dan Schneiderjohn has been with Columbia/Boone County Public Health & Human Services since 2006. He is currently responsible ensuring compliance with new retail food program standards each year, completing retail food program standard grant deliverables, implementing our new mobile inspection software, and retail food inspections at approximately 100 food establishments. Dan Schneiderjohn has a Masters in Public Health from the University of Missouri. He is the president of the Missouri Environmental Health Association and a member of NEHA and the Missouri, Milk, Food and Environmental Health Association. A letter of recommendation for Dan from the Assistant Director of our Department is attached as Appendix 1. Additional staff that could participate is 6 other Environmental Public Health Specialists and the Environmental Public Health Supervisor which will be an in kind contribution. All staff conduct routine retail food inspections in the jurisdiction.

Travel Total \$1,239. FDA 218, April 14 - 15, 2015 Registration fee \$50.00. Flight \$550.00 Round Trip Hotel 3 nights @ \$125.00 Meals \$66.00 a day for 4 days. This training and education will allow this staff member to gain additional knowledge on the Retail Food Program Standards and give our program additional guidance on conforming to the standards.

Supplies Total \$340.25. Networked Computer Fee 15% = \$340.25. Throughout the year Standard employee annual workstation expenses.