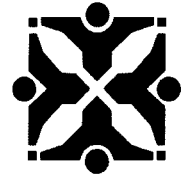


City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 181-14

Department Source: Public Health & Human Services

To: City Council

From: City Manager & Staff

Council Meeting Date: June 16, 2014

Re: Missouri Department of Health and Senior Services

Teen Outreach Program (TOP) Contract #AOC13380069 Amendment #02

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Teen Outreach Program (TOP) Contract AOC13380069 Amendment #02

Supporting documentation includes: None

Executive Summary

An ordinance authorizing the City Manager to sign Amendment #02 in the amount of \$7,930.68 to Contract #AOC13380069 for the Teen Outreach Program (TOP). This amendment increases the total contract amount to \$51,884.68. The contract period is October 1, 2013 through September 30, 2014.

Discussion

This contract allows the Department of Public Health and Human Services to provide risk reduction education to at-risk teens in the community through the Teen Outreach Program (TOP). TOP is an after-school program designed to engage teens in guided discussions and community service. TOP has three main components; community service learning, peer experiences, and an adult resource network. These components are proven to impact youth and produce positive outcomes including decreased course-failure rate, school dropout rate, and teen pregnancy rate.

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

701 East Broadway, Columbia, Missouri 65201



Legislative History

The Teen Outreach Program (TOP) Contract is renewed annually and has been in place since 2005.

Stephane Browning
Department Approved

Mike Malt
City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 181-14

AN ORDINANCE

authorizing Amendment No. 2 to the program services contract with the Missouri Department of Health and Senior Services for the Teen Outreach Program (TOP); 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 Amendment No. 2 to the program services contract with the Missouri Department of Health and Senior Services for the Teen Outreach Program (TOP) for the period of October 1, 2013 through September 30, 2014. The form and content of the program services contract 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 program services contract prior to the date of this ordinance are hereby approved and ratified.

SECTION 2. The sum of \$7,930.68 is hereby appropriated from the State Revenue/Health Account No. 110-3030-462.01-01 GSHTOP to the following accounts:

\$ 516.72	Temporary Salaries	110-3030-531.01-05 GSHTOP
39.53	Social Security/Medicare	110-3030-531.02-10 GSHTOP
1,250.00	Office Supplies	110-3030-531.12-10 GSHTOP
100.00	Food	110-3030-531.13-92 GSHTOP
2,530.43	Miscellaneous Supplies	110-3030-531.13-95 GSHTOP
1,294.00	Travel	110-3030-531.20-10 GSHTOP
1,900.00	Registration & Tuition	110-3030-531.20-40 GSHTOP
300.00	Small Dollar Travel	110-3030-531.25-50 GSHTOP

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

PASSED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in the State Revenue/Health Account No. 110-3030-462.01-01 GSHTOP to cover the above appropriation.

Director of Finance

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 # 38516	Contract Title: TEEN OUTREACH PROGRAM (TOP)	
Contract Start: 10/1/2012	Contract End: 9/30/2014	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: AOC13380069		Amend #: 02

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 #02 TO CONTRACT AOC13380069

Contract Title: Teen Outreach Program (TOP)

Contract Period: October 1, 2013 through September 30, 2014

1. The Department of Health and Senior Services hereby increases the above referenced contract by \$7,930.68, for the period of October 1, 2013 through September 30, 2014; therefore Section 1.1 is hereby deleted in its entirety and replaced with revised Section 1.1 as follows:
 - 1.1 The contract amount shall not exceed \$51,884.68 for the period of October 1, 2013 through September 30, 2014.
2. Delete Attachments A, B, and C in their entirety and replace with revised Attachments A, B, and C, attached hereto and incorporated by reference as if fully set forth herein.

CERTIFICATIONS**1. GENERAL**

- 1.1 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 following Certifications.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the EPLS; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. No funds under this contract shall be used to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or agent acting for the Contractor to engage in any activity designed to influence the enactment of legislation, appropriations, regulation,

CERTIFICATIONS

administrative action, or Executive Order proposed or pending before the Congress, any State, local legislature or legislative body.

- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code of Federal Regulations. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. **CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. **CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

CERTIFICATIONS

- 5.1 Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. **CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION**

- 6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
 - 6.1.1 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;
 - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - 6.1.3 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;
 - 6.1.4 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;

CERTIFICATIONS

- 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- 6.1.6 Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
- 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- 6.1.8 Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
- 6.1.9 Missouri Governor’s E.O. #05-30; and
- 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR’S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

- 7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The contractor’s employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

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/aboutog/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.

BUDGET / PRICE ANALYSIS

Columbia/Boone Department of Public Health and Human Services

The contractor should complete the following table in sufficient detail for information regarding the services proposed

Budget Categories:	Justification:	Funding Requested:
Personnel Costs (hourly wage, salaries, and fringe benefits)	<i>To support program coordination, management, and implementation with youth; and planning, training, and evaluation time for TOP staff, including Health Department staff member who will act as TOP coordinator for 4 TOP clubs and facilitator for 2 TOP clubs and a part-time Health Department employee to facilitate 1 TOP club.</i>	
	Total Personnel Costs	\$ 21,614.87
Travel Expenses (mileage, transportation, lodging, meals)	<i>Travel-related expenses (mileage, lodging, meals) for TOP Coordinator and Facilitators to attend required TOP training/meetings and to support TOP club activities. Additional funding for staff and TOP Student leaders to attend youth leadership training.</i>	
	Total Travel Costs	\$ 5,344.00
Education Program Costs (curriculum materials, registration/ training fees, background checks, supplies, etc)	<i>For program implementation, evaluation, training, supplies (including TOP curriculum), and recognition for 4 TOP clubs. Additional funding for required TOP Celebration items and field trip.</i>	
	Total Education Program Costs	\$ 10,625
Other Subcontractor Costs	<i>2 CHALIS staff (trained TOP facilitators). One staff will facilitate/co-facilitate 2 TOP clubs. One staff will co-facilitate 1 TOP club.</i>	
	Total Subcontractor Cost	\$11,000.00
Administrative Costs	<i>(not to exceed 8%)</i>	\$ 3,300.81
Guaranteed not-to-exceed total annual price		\$ 51,884.68

**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 # 38516	State: 0%	\$0.00	Federal: 100%	\$87,276.68
Contract Title: TEEN OUTREACH PROGRAM (TOP)				
Contract Start: 10/1/2012	Contract End: 9/30/2014	Amend#: 02	Contract #: AOC13380069	
Vendor Name: COLUMBIA/BOONE COUNTY HEALTH DEPARTMENT				

Federal Award Year: 2013**DHSS #:** 13MCH**Federal Agency:** DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION**CFDA:** 93.994 **CFDA Name:** MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES**Federal Award Name:** MATERNAL AND CHILD HEALTH SERVICES**Federal Award:** 1 B04MC25353-01**Research and Development:** N **Subject to A-133 Requirements:** Y**Federal Award Year:** 2014**DHSS #:** 14MCH**Federal Agency:** DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION**CFDA:** 93.994 **CFDA Name:** MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES**Federal Award Name:** MATERNAL AND CHILD HEALTH SERVICES**Federal Award:** 1 B04MC26677-01**Research and Development:** N **Subject to A-133 Requirements:** Y

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