	Introduced by		
First Reading		Second Reading	
Ordinance No		Council Bill No	<u>B 336-12</u>
	AN ORDINA	NCE	
Depar local p	rizing a program services of treat of Health and Senior Soublic health agencies; approportion this ordinance shall bec	ervices for a billing pla oriating funds; and fixin	an for
BE IT ORDAINED FOLLOWS:	BY THE COUNCIL OF THE	CITY OF COLUMBI	A, MISSOURI, AS
contract with the Mi local public health a	The City Manager is hereby a ssouri Department of Health gencies. The form and content attached hereto and made	and Senior Services t nt of the contract shall	for a billing plan for be substantially as
	The sum of \$17,496.00 is her 310-462.01-00 GBPLPH to th		the State Revenue
\$ 13,000.00 995.00 1,045.00 2,456.00 SECTION 3. passage.	Temporary Salaries Social Security/Medicare Miscellaneous Contractual Computer/Electronic Equipm This ordinance shall be in	110-3310-531.4 nent 110-3310-531.7	02-10 GBPLPH 49-90 GBPLPH 18-20 GBPLPH
PASSED this	s day of	, 2	012.
ATTEST:			
City Clerk		Mayor and Presiding (Officer

APPROVED AS TO	O FORM:			
City Counselor		_		
CERTIFICATION:	•		available in the Stat GBPLPH to cover	
		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 #	Contract Title:			
38358	BILLING PLAN FOR LOCAL PUBLIC HEALTH AGENCIES			
Contract Start:	Contract End:	Questions/Please Contact:		
11/1/2012	4/30/2013 PROCUREMENT UNIT @ (573)751-6471			
Contract #:		Amend #:		
		00		

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	МО	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)		DUNS NUMBER		
436000810		071989024		
AUTHORIZED SIGNATURE		DATE		
PRINTED NAME		TITLE		
DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNE	E SIGNATURE	DATE		

1. GENERAL

1.1 The contract amount shall not exceed \$17,496 for the period of November 1, 2012 through April 30, 2013.

2. PURPOSE

2.1 The Capacity Building Assistance to Strengthen Public Health Immunization Infrastructure and Performance (hereinafter referred to as the billing plan) is designed to improve the healthcare infrastructure by strengthening Missouri's public health system. Prevention and Public Health funds will support the operations infrastructure needed to deliver and bill for immunization services provided to insured individuals.

3. GOAL

3.1 To increase the number of children, adolescents and adults immunized against vaccine-preventable diseases by allowing immunization programs to more efficiently manage funding and thereby reaching additional populations or provide additional vaccines that might not be feasible with existing funds.

4. DELIVERABLES AND OUTCOMES

- 4.1 The Columbia-Boone County Department of Public Health and Human Services (hereinafter referred to as Contractor) shall execute a pilot test of the HealtheWeb billing model. The pilot test shall be conducted during the contract period of November 1, 2012 through April 30, 2013.
- 4.2 The pilot test shall consist of, but not limited to:
- 4.2.1 Conducting a survey of all clients visiting the local public health agency for immunization services.
 - a) The Contractor shall utilize the Standard Client Survey, Attachment B, attached hereto and incorporated by reference as if fully set forth herein, provided by the Missouri Department of Health and Senior Services' Bureau of Immunization Assessment and Assurance (hereinafter referred to as state agency).
 - b) The Contractor shall collect survey information throughout the contract period.
 - c) The Contractor shall provide a summary of the survey information. The summary must be completed and received by the state agency on or before May 30, 2013.
- 4.2.2 Establishing infrastructure and determining appropriate mechanisms necessary to bill third-party payers using the billing model.
 - a) The Contractor shall obtain a service agreement with the HealtheWeb billing model by December 1, 2012.
 - b) The Contractor shall process claims utilizing the HealtheWeb billing model for immunization services at least monthly beginning no later than January 1, 2013.

- c) The Contractor shall provide monthly activity reports to include information such as barriers, resolutions, contracts or agreements established with third-party payers, resources to simplify billing, and steps taken to develop the billing program, etc.
- d) The Standard Monthly Invoice, Attachment C, attached hereto and incorporated by reference as if fully set forth herein, shall be used to submit monthly activity reports.
- e) The Standard Monthly Invoices, including the activity reports, shall be due the 15th of each month following the month in which the activities took place. The final Standard Monthly Invoice and activity report shall be received by the state agency on or before May 30, 2013.
- 4.2.3 Providing a cost analysis to determine the sustainability of the established billing program.
 - a) The Contractor shall provide a cost analysis report using the Standard Cost Analysis, Attachment D, attached hereto and incorporated by reference as if fully set forth herein, provided by the state agency.
 - b) The Standard Cost Analysis report must be completed and received by the state agency on or before May 30, 2013.
- 4.2.4 Evaluating the billing program.
 - a) The Contractor shall provide an evaluation of the billing program used during the pilot test.
 - b) A standardized evaluation tool shall be provided to the contractor by the state agency no later than February 1, 2013.
 - c) The standardized evaluation tool must be completed and received by the state agency on or before May 30, 2013.

5. BUDGET AND ALLOWABLE COSTS

- 5.1 The Contractor shall be reimbursed an amount not to exceed the total contract amount for only the allowable costs in the following budget categories: personnel, fringe, supplies, and administrative costs.
- 5.1.1 Allowable costs associated with establishing a billing program include such costs as staff time, billing model service fees, contracting fees associated with service providers, computers, printers, scanners, general office supplies, Internet connections, and software to use for testing selected billing models.
- 5.1.2 The purchase of vaccine is not an allowable cost.

- The Department reserves the right to reduce contract funds at any time during the contract period due to underutilization of contract funds. The Contractor will be given thirty (30) days prior written notification of any reduction.
- Administrative costs billed to the Department shall not exceed 8% of the direct contract costs <u>billed</u>. Administrative costs are those associated with the management and oversight of an organization's activities. The Contractor is not required to submit supporting documentation to the Department.
- 5.4 The Contractor shall follow competitive procurement practices assuring all purchases are at reasonable prices.

6. INVOICING AND PAYMENT

- 6.1 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. Payment will be delayed until the ACH/EFT application is completed and approved.
- 6.1.1 A copy of State Vendor ACH/EFT Application and completion instructions may be obtained from the Internet at: http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf.
- 6.1.2 The Contractor must fax the ACH/EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 6.2 In accordance with state policies and procedures, the Contractor shall submit the Standard Monthly Invoice, Attachment C, provided by the state agency. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice.
- 6.3 The Contractor shall be paid on a monthly basis upon receipt and approval of a properly prepared invoice and monthly activity report. Invoices and reports shall be due by the 15th of each month following the month in which the activities took place.
- 6.4 All invoices shall be sent to:

Missouri Department of Health and Senior Services Division of Community and Public Health Bureau of Immunization Assessment and Assurance Attn: Wanda Sadler P.O. Box 570 Jefferson City, MO 65102-0570

6.5 Final invoices are due within thirty (30) calendar days of the contract or agreement ending date. The Department shall have no obligation to pay any invoice submitted after the due date. If a request by the Contractor/Provider for payment or

reimbursement is denied, the Department shall provide the Contractor/Provider with written notice of the reason(s) for denial.

- Notwithstanding any other payment provision of this contract or agreement, if the Contractor/Provider fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the Department may withhold payment or reject invoices under this contract or agreement.
- 6.7 If the Contractor/Provider is overpaid by the Department, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" upon official notification by the Department and shall mail the payment to:

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

7. GENERAL CONTRACT PROVISIONS

- 7.1 Amendments
- 7.1.1 Any changes to this contract or agreement shall only be made by execution of a written amendment signed and approved by the Department.
- 7.2 Renewals
- 7.2.1 The Department shall have the right, at its sole option, based upon available funding and Contractor performance during the prior contract period, to renew the contract for two (2) additional one-year periods. In the event the option is exercised, all terms and conditions, requirements and specifications of this contract shall remain the same and apply during the renewal period.
- 7.3 Monitoring.
- 7.3.1 The state agency reserves the right to monitor this contract during the contract period to ensure financial and contractual compliance.
- 7.3.2 Contractors deemed high-risk by the state agency may have special conditions or restrictions imposed, including but not limited to the following: withholding authority to proceed to the next phase of the project until the state agency receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the state agency. Special conditions or restrictions can be imposed at the time of the contract award or at any time after the contract award. Written notification will be provided to the Contractor prior to the effective date of the high-risk status.
- 7.4 Document Retention

7.4.1 The Contractor/Provider shall retain all books, records, and other documents relevant to this contract or agreement for a period of ten (10) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract or agreement. The Contractor/Provider shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten (10) year period, whichever is later. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

7.5 Confidentiality

The Contractor/Provider shall maintain strict confidentiality of all patient and client 7.5.1 information or records supplied to it by the Department or that the Contractor/Provider establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law. The Contractor/Provider assumes liability for all disclosures of confidential information and breaches by the Contractor/Provider and/or the Contractor's/Provider's subcontractors and employees. The Contractor/Provider agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164, subpart C, the "Security Rule"), and the Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164, the "Breach Notification Rule").

7.6 Liability

7.6.1 The relationship of the Contractor/Provider to the Department shall be that of an independent contractor. The Contractor/Provider shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor/Provider shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor/Provider's subcontractors, employees and agents. The Contractor/Provider shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract or agreement. This provision is not

intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

- 7.6.2 The Contractor/Provider shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's/Provider's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or agreement or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor/Provider. However, the Contractor/Provider shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 7.7 Publications, Copyrights, and Rights in Data and Reports.
- 7.7.1 Any publicity release mentioning contract or agreement activities shall reference the contract or agreement number and the Department. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract or agreement and the Department. The Contractor/Provider shall obtain approval from the Department prior to the release of such publicity or publications.
- 7.7.2 If any copyrighted material is developed as a result of this contract or agreement, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.
- 7.8 The Contractor shall not provide any funding from this contract to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations.
- 7.9 Authorized Personnel
- 7.9.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 7.9.2 The Contractor/Provider shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor/Provider is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract

immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor/Provider. The Contractor/Provider agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

- 7.9.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit A must be submitted prior to an award of a contract.
- 7.9.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
 - a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - b. Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - c. Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 7.9.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 7.10 Termination

- 7.10.1 If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract or agreement, or in the event of a change in federal or state law relevant to this contract or agreement, the obligations of each party may, at the sole discretion of the Department, be terminated in whole or in part, effective immediately or as determined by the Department, upon written notice to the Contractor/Provider from the Department.
- 7.10.2 The Contractor/Provider may terminate the contract or agreement by giving written notice at least sixty (60) calendar days prior to the effective date of such termination. The Department reserves the right to terminate the contract or agreement, in whole or in part, at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the Contractor/Provider at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor/Provider pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department as authorized by law. The Contractor/Provider shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department and for all non-cancelable obligations incurred pursuant to the contract or agreement prior to the effective date of termination.

CERTIFICATIONS

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.

1. CONTRACTOR'S/PROVIDER'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 1.1 The Contractor/Provider 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.
- 1.2 The Contractor/Provider shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 1.3 If the Contractor/Provider enters into a covered transaction with another person at the next lower tier, the Contractor/Provider must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 1.3.1 Checking the EPLS; or
- 1.3.2 Collecting a certification from that person; or
- 1.3.3 Adding a clause or condition to the covered transaction with that person.

2. CONTRACTOR'S/PROVIDER'S CERTIFICATION REGARDING LOBBYING

- 2.1 The Contractor/Provider certifies that:
- 2.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Provider, 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.
- 2.1.2 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/Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 2.1.3 The Contractor/Provider 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.

CERTIFICATIONS

- 2.1.4 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.
- 2.1.5 No funds under this contract or agreement shall be used to pay the salary or expenses of the Contractor/Provider, or agent acting for the Contractor/Provider to engage in any activity designed to influence legislation or appropriations pending before the Missouri General Assembly.

3. CONTRACTOR'S/PROVIDER'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

3.1 The Contractor/Provider certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The Contractor/Provider is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's/Provider's premises or off the Contractor's/Provider'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

4. CONTRACTOR'S/PROVIDER'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 4.1 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.
- 4.2 The Contractor/Provider 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.

CERTIFICATIONS

- 4.3 The Contractor/Provider 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.
- 5. CONTRACTOR'S/PROVIDER'S CERTIFICATION REGARDING NON-DISCRIMINATION.
- 5.1 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:
- 5.1.1 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;
- 5.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
- 5.1.3 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;
- 5.1.4 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;
- 5.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- 5.1.6 Equal Employment Opportunity E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
- 5.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- 5.1.8 Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
- 5.1.9 Missouri Governor's E.O. #05-30; and
- 5.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

Attachment B Billing Plan for Local Public Health Agencies – Pilot Phase Standard Client Survey

LOCAL PI	VISIT DATE		
How old is the individual ri	EQUESTING VACCINE TODAY?		
☐ Child (0-10 years old)	☐ Adolescent (11-18 years old)	☐ Adu	lt (19 years and older)
What is the individual's col	INTY OF RESIDENCE?		
WHY WAS THE LOCAL PUBLIC H	EALTH AGENCY CHOSEN TO GET A VACCINE?	CHECK ALI	L THAT APPLY)
☐ Location			
☐ Clinic Hours			
☐ Cost / Free Vaccine Availab	ple		
☐ Higher Quality of Care			
☐ The individual has no prim	ary care provider.		
☐ The individual's primary ca	re provider does not offer vaccines.		
☐ No appointment was avail	able at the individual's primary care provi	der.	
Other:			
William William or was a second	TO THE INDIVIDUAL CURRENTS VILLAGE A		T ADDIV)
WHAT KIND OF INSURANCE DO	ES THE INDIVIDUAL CURRENTLY HAVE? (CHE	CK ALL THA	I APPLY)
☐ Medicaid	·		
☐ Medicare			
☐ Uninsured			
☐ Underinsured (Insurance d	oes not cover immunizations)		
☐ Private Insurance – Name	of Insurance Company:		
Other:			

Attachment B, continued

W	VAS THE INDIVIDUAL IMMUNIZED TODAY?	
	No, client was not immunized today.	
	Yes, client was immunized today	
	If Yes, select vaccine source:	
	☐ VaxCare	
	☐ Vaccines for Children Program	
	☐ Section 317	
	☐ Private Purchase	
	Other:	

Attachment C Billing Plan for Local Public Health Agencies – Pilot Phase Standard Monthly Invoice

Standard Monthly Invoice				
LOCAL PUBLIC HEALTH AGENCY NAME			V ENDOR #	Invoice Date
Personnel and Fringe				
Name(s) of Staff Working Pilot Phase	Date(s)	Hour(s) Worked	List Activities related to Pilot	Phase Compensation Amt (inc. fringe)
TOTAL PERSONNEL & FRINGE FUNDS	REQUESTED F	OR THIS MONT	ГН	\$
Supplies				
Item(s) Purchased	Date(s)	TO THE WALL TO SEC	Purpose	Item Cost(s)
TOTAL SUPPLY FUNDS REQUESTED FO	OR THIS MONT	ГН		\$
A				
ADMINISTRATIVE COSTS TOTAL ADMINISTRATIVE COSTS FOR T	THE MACNET			\$

TOTAL FUNDS REQUESTED FOR THIS MONTH

Attachment C, continued

Provide brief overview of project activities during this in	voicing month.		
		-	
			-
			·
Please list any barriers and solutions during this invoicing	g month.		
			i

Attachment D Billing Plan for Local Public Health Agencies – Pilot Phase Standard Cost Analysis

LOCAL PUBLIC HEALTH AGENCY NAME	DATE

Month	Cost to Bill 3 RD Party Insurance*	COST OF LPHA PURCHASED VACCINE	# Doses Billed	TOTAL AMOUNT BILLED	TOTAL COLLECTED	PROFIT / LOSS
November	\$	\$		\$	\$	\$
December	\$	\$		\$	\$	\$
January	\$	\$		\$	\$	\$
February	\$	\$		\$	\$	\$
March	\$	\$		\$	\$	\$
April	\$	\$		\$	\$	\$
May	\$	\$		\$	\$	\$

^{*}Include all salaries, benefits and other pertinent costs except vaccine, regardless of funding.

EXHIBIT A BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

<u>BOX A</u> :	To be completed by a non-business entity as defined below.
<u>BOX B</u> :	To be completed by a business entity who has not yet completed and submitted documentation
	pertaining to the federal work authorization program as described at
	http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with
	a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NO	OT A BUSINESS ENTITY				
I certify that (Company/Individual Name) DOES NOT CURRENTLY MEET the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)					
 ☐ I am a self-employed individual with no employees; OR ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo. 					
I certify that I am not an alien unlawfully present in the United States and if					
Authorized Representative's Name (Please Print)	Authorized Representative's Signature				
Company Name (if applicable)	Date				

EXHIBIT A, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

	BOX B – CURRENT BUSIN	NESS ENTITY STATUS					
I certify that (Business Entity Name) <u>MEETS</u> the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.							
Authorized Business Entity Representative's Name (Please Print)		Authorized Business Entity Representative's Signature					
Business Entity Name		Date					
E-Mail Address							
	ness entity, the Contractor must perform/provide rify completion/submission of all of the following	each of the following. The Contractor should check					
	Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm ; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND						
	Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the Contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed, at minimum, by the Contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Contractor's name and company ID, then no additional pages of the MOU must be submitted; AND						
	Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.						

EXHIBIT A, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The Contractor who meets the section 285.525, following Affidavit of Work Authorization.	RSMo, definition of a business entity must complete and return the
Name) is enrolled and will continue to participa to employees hired after enrollment in the progr related to contract(s) with the State of Missouri subsection 2 of section 285.530, RSMo. I also	ne of Business Entity Authorized Representative) as ly sworn on my oath, affirm
	are true and correct. (The undersigned understands that false e penalties provided under section 575.040, RSMo.)
Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number
Subscribed and sworn to before me this(commissioned as a notary public within the Cou	of I am
commissioned as a notary public within the Cou	inty of, State of,
, and my commissi	
Signature of Notary	Date

EXHIBIT A, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS							
I certify that							
 ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed by the Contractor and the Department of Homeland Security – Verification Division ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months). 							
Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted: (*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)							
Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: (if known)							
Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature						
E-Verify MOU Company ID Number	E-Mail Address						
Business Entity Name	Date						
FOR STATE USE ONLY							
Documentation Verification Completed By:							
Buyer	Date						

STATE OF MISSOURI DEPARMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning,

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

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 # 38358

State: 0%

\$0.00

Federal: 100%

\$17,496.00

Contract Title: BILLING PLAN FOR LOCAL PUBLIC HEALTH AGENCIES

Contract Start: 11/1/2012

Contract End: 4/30/2013

Amend#: 00

Contract #:

Vendor Name: COLUMBIA/BOONE COUNTY HEALTH DEPARTMENT

Federal Award Year: 2011

DHSS #: IP000540-01B

CFDA: 93.539

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

CFDA Name: PPHF 2012 - PREVENTION AND PUBLIC HEALTH FUND (AFFORDABLE CARE ACT) - CAPACITY BUILDI Federal Award Name: CAPACITY BUILDING ASSISTANCE TO STRENGTHEN PUBLIC HEALTH - PROGRAM AREA 3

Federal Award: 1H23IP000540-01

Research and Development: N

Subject to A-133 Requirements: Y

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

Agenda Item No:

Nov 19, 2012

Re:

Missouri Department of Health & Senior Services
Billing Plan for Local Public Health Agencies Contract

Council Meeting Date:

EXECUTIVE SUMMARY:

An ordinance authorizing the City Manager to sign the Billing Plan for Local Public Health Agencies contract between the City of Columbia and the Missouri Department of Health and Senior Services in the amount of \$17,496 for the period of November 1, 2012 through April 30, 2013; appropriating funds.

DISCUSSION:

This contract allows the Department of Public Health and Human Services to improve capacity to bill commercial insurance policies for immunizations provided to insured children and adults.

FISCAL IMPACT:

Funding was not anticipated in the FY13 budget process. An appropriation is necessary.

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 the staff recommendation, 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	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No			
Amount of funds already appropriated	\$0.00	Duplicates/Epands an existing program?	Yes	Vision Implementation impact				
Amount of budget amendment needed	\$17,496.00	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 #				