



Agenda
Health & Human Development Committee
Meeting
St. Louis Board of Aldermen
Thursday, May 15, 2025 - 8:30 AM
Kennedy Room

President Megan Green
Alderwoman Pamela Boyd, Chair
Alderman Thomas Oldenburg, Vice Chair
Committee Members:
Alderwoman Sharon Tyus
Alderwoman Alisha Sonnier

Order of Business

I. Call to Order

II. Roll Call

III. Approval of Minutes

None

None

IV. Board Bills for Review

(The committee will discuss and take public comment on the following.)

Item Number 1

Board Bill Number 8

Introduced by Alderwoman Shameem Clark-Hubbard

Cosponsors: Alderman Bret Narayan, Alderwoman Sonnier, Alderwoman Boyd

An ordinance recommended by the Board of Estimate and Apportionment and the Board of Public Service, providing for the execution and delivery of an Extension Agreement (the "**Extension Agreement**"), substantially in the form attached hereto as **Exhibit 1**, by and between the City of St. Louis (the "**City**") and CF FOREST PARK ARCIS LLC, a Delaware limited liability company ("**Lessee**"), extending the term of Amended and Restated Lease Agreement dated August 31, 2000 by and between the City and Lessee (as assignee of CLP LEASEHOLD GOLF LLC, a Delaware limited liability company ("**CLP**"), successor by name change to CNL Income EAGL Leasehold Golf LLC, a Delaware limited liability company ("**CNL**"), assignee of American Golf Corporation, a California corporation ("**AGC**")) (as amended, extended and assigned from time to time, the "**2000 Lease**") and adding certain non-discrimination

language to the 2000 Lease, and containing an Emergency Clause.

Item Number 2

Board Bill Number 9

Introduced by Alderwoman Shameem Clark-Hubbard

Cosponsors: Alderwoman Laura Keys, Alderman Bret Narayan, Alderwoman Sonnier, Alderwoman Boyd

An ordinance recommended by the Board of Estimate and Apportionment and the Board of Public Service providing for the execution and delivery of an Extension Agreement (the “Extension Agreement”), substantially in the form attached hereto as Exhibit 1, by and between the City of St. Louis (the “City”) and Evergreen Alliance Golf Limited, L.P., a Delaware limited partnership (“Lessee”), extending the term of Amended, Restated and Extended Lease Agreement dated August 18, 2008 by and between the City and Lessee (as amended, extended and assigned from time to time, the “2008 Lease”) and adding certain non-discrimination language to the 2008 Lease, and containing an Emergency Clause.

Item Number 3

Board Bill Number 11

Introduced by Alderwoman Pamela Boyd

An Ordinance, recommended by the Board of Estimate and Apportionment, appropriating to the Department of Health funds received by the City of St. Louis pursuant to national opioid settlement agreements; authorizing the expenditure of such funds, to the extent received; authorizing contracts and other documents to expend such funds, to the extent received; and containing an emergency clause.

Item Number 4

Board Bill Number 12

Introduced by Alderwoman Pamela Boyd

An Ordinance recommended by the Board of Estimate and Apportionment authorizing the Department of Health to accept a Local Public Health Agency Accreditation Assistance (“LPHAAA”) grant award of up to \$239,890.00 from the Missouri Department of Health and Senior Services; appropriating such funds to the Department of Health; authorizing the expenditure of such funds to fulfill the obligations of said grant, to the extent such funds are received; authorizing contracts and other documents to expend such funds, to the extent received; and containing an emergency clause.

V. Resolutions for Review

None

VI. Committee Discussions

None

VII. Acknowledgment of Any Written Testimony

VIII. Announcements

IX. Excused Members

X. Adjournment

Summary
Board Bill Number 8
Introduced by Alderwoman Shameem Clark-Hubbard
April 25, 2025

An ordinance relating to Forest Park, recommended by the Board of Estimate and Apportionment and the Board of Public Service; providing for the execution and delivery of an Extension Agreement by and between the City of St. Louis and CF FOREST PARK ARCIS LLC with regard to the facility commonly known as the Probststein golf course and containing an Emergency Clause.

BOARD BILL NUMBER 8 INTRODUCED BY ALDERWOMAN SHAMEEM-CLARK HUBBARD
COSPONSORS: ALDERMAN BRET NARAYAN

1 An ordinance recommended by the Board of Estimate and Apportionment and the Board of Public
2 Service, providing for the execution and delivery of an Extension Agreement (the “**Extension**
3 **Agreement**”), substantially in the form attached hereto as **Exhibit 1**, by and between the City of
4 St. Louis (the “**City**”) and CF FOREST PARK ARCIS LLC, a Delaware limited liability company
5 (“**Lessee**”), extending the term of Amended and Restated Lease Agreement dated August 31, 2000
6 by and between the City and Lessee (as assignee of CLP LEASEHOLD GOLF LLC, a Delaware
7 limited liability company (“**CLP**”), successor by name change to CNL Income EAGL Leasehold
8 Golf LLC, a Delaware limited liability company (“**CNL**”), assignee of American Golf
9 Corporation, a California corporation (“**AGC**”)) (as amended, extended and assigned from time
10 to time, the “**2000 Lease**”) and adding certain non-discrimination language to the 2000 Lease, and
11 containing an Emergency Clause.

12 **WHEREAS**, Ordinance 60284 authorized a lease of certain golf courses in Forest Park
13 (the “**Forest Park Golf Course**”) to AGC; and

14 **WHEREAS**, Ordinance 65044 authorized the 2000 Lease by and between the City and
15 AGC; and

16 **WHEREAS**, Ordinance 67810 authorized the assignment of the 2000 Lease from AGC
17 to CNL, subject to the execution and delivery of certain documents, including the Agreement for
18 Consent to Assignment of Lease and Assumption of Obligations by and among the City, AGC,
19 CNL and Evergreen Alliance Golf Limited, L.P., a Delaware limited partnership (“**EAGL**”) (the
20 “**2007 Agreements**”), providing for, among other things, the operation of the Forest Park Golf
21 Course by EAGL; and

1 **WHEREAS**, on November 1, 2007, CNL changed its name to CLP by means of a filing
2 with the Secretary of State of the State of Delaware; and

3 **WHEREAS**, Ordinance 69877 authorized the assignment of the 2000 Lease and the 2007
4 Agreements from CLP to Lessee; and

5 **WHEREAS**, Section 7 of the 2000 Lease provides that unless terminated earlier, the 2000
6 Lease shall expire on March 31, 2021; provided that the City grants to Lessee an option to extend
7 the term of the 2000 Lease for a period of five years beginning April 1, 2021 and ending March
8 31, 2026 by written notice to the City given between January 1, 2020 and May 31, 2020 (the
9 **“Lessee Extension Option”**); and provided further that if Lessee exercises the Lessee Extension
10 Option, the 2000 Lease may be further extended for a subsequent period of five years beginning
11 April 1, 2026 and ending March 31, 2031 by mutual agreement of Lessee and the City approved
12 by an ordinance effective not later than July 1, 2025 (the **“Mutual Extension Option”**); and

13 **WHEREAS**, Lessee exercised the Lessee Extension Option by written notice to the City
14 on [____], 2020; and

15 **WHEREAS**, Lessee has expressed its willingness to exercise the Mutual Extension
16 Option and enter into the Extension Agreement; and

17 **WHEREAS**, the Board of Aldermen wishes to express, as provided herein, the consent
18 of the City to the exercise of the Mutual Extension Option and the execution and delivery of the
19 Extension Agreement, with the effect of extending the 2000 Lease (and, by operation of law, each
20 2007 Agreement which, by its terms, is coterminous with the 2000 Lease) for a period of five
21 years beginning April 1, 2026 and ending March 31, 2031 and adding certain non-discrimination
22 language to the 2000 Lease;

23 **BE IT ORDAINED BY THE CITY OF ST. LOUIS, MISSOURI, AS FOLLOWS:**

Page 2 of 3
Board Bill Number 8
Clark-Hubbard
April 25, 2025

1 **SECTION ONE.** The City of St. Louis hereby consents to the exercise of the Mutual
2 Extension Option and the extension of the 2000 Lease (and, by operation of law, each 2007
3 Agreement which, by its terms, is coterminous with the 2000 Lease) and the addition of certain
4 non-discrimination language to the 2000 Lease, subject to the execution and delivery of the
5 Extension Agreement by and between the City and Lessee, in substantially the form attached hereto
6 as **Exhibit 1**.

7 **SECTION TWO.** Subject to any necessary approvals or consents, or revisions as
8 approved by the Comptroller and the City Counselor of the Extension Agreement, the Director
9 of Parks, Recreation, and Forestry and the Comptroller are hereby authorized and directed to
10 execute and deliver, on behalf of the City, the Extension Agreement by and between the City and
11 Lessee, in substantially the form attached hereto as **Exhibit 1** and such other documents as may
12 be approved by the City Counselor and which are not inconsistent herewith and which are
13 incidental to and related to the transactions contemplated by the Extension Agreement.

14 **SECTION THREE.** This ordinance shall be in full force and effect from and after the date
15 of its passage and approval and shall remain in effect until amended or repealed by the Board of
16 Aldermen.

17 **SECTION FOUR.** This ordinance, being deemed necessary for the immediate preservation
18 of the public peace and safety, is declared to be an emergency ordinance under and pursuant to
19 Sections 19 and 20 of Article IV of the Charter of the City of St. Louis.

BOARD BILL NUMBER 8
EXHIBIT 1

EXTENSION AGREEMENT

[See attached.]

Board Bill Number 8
Exhibit 1

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT (this “Agreement”) dated _____, 2025 is made by and between the City of St. Louis (the “City”) and CF FOREST PARK ARCIS LLC, a Delaware limited liability company (“Lessee”). The City and Lessee are sometimes referred to herein as the “Parties” and each individually as a “Party.”

RECITALS

A. The City and Lessee (as assignee of CLP LEASEHOLD GOLF LLC, a Delaware limited liability company, successor by name change to CNL Income EAGL Leasehold Golf LLC, a Delaware limited liability company, assignee of American Golf Corporation, a California corporation) are parties to that certain Amended and Restated Lease Agreement dated August 31, 2000 (as amended, modified or otherwise affected by the documents listed on Exhibit A hereto, the “Lease”); and

B. Section 7 of the Lease provides that unless terminated earlier, the Lease shall expire on March 31, 2021; provided that the City grants to Lessee an option to extend the term of the Lease for a period of five years beginning April 1, 2021 and ending March 31, 2026 by written notice to the City given between January 1, 2020 and May 31, 2020 (the “Lessee Extension Option”); and provided further that if Lessee exercises the Lessee Extension Option, the Lease may be further extended for a subsequent period of five years beginning April 1, 2026 and ending March 31, 2031 by mutual agreement of Lessee and the City approved by an ordinance effective not later than July 1, 2025 (the “Mutual Extension Option”); and

C. Lessee exercised the Lessee Extension Option by written notice to the City on [____], 2020; and,

D. The Parties now desire to exercise the Mutual Extension Option; and

E. The City approved the exercise of the Mutual Extension Option via Ordinance on or about [____], 2025;

NOW THEREFORE, in consideration of the premises, and the undertakings of the Parties under the Lease, and their mutual agreements and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby agree as follows:

1. The term of the Lease is hereby extended for a period of five years beginning April 1, 2026 and ending March 31, 2031, in accordance with Section 7(c) of the Lease.

2. Section 6 of the Lease is hereby amended by adding to the end of such Section the following:

The foregoing shall be subject in all respects to the right of Lessor and the Public to access City buildings and property during typical business hours for the Leased Premises. Lessee shall not discriminate in any manner in admissions to the Leased Premises or any of its operations, against persons with disabilities or against any person on the basis of race, color, age, sex, religion, national origin, gender identity or sexual orientation.

3. Exhibit A sets forth a complete list of documents that make up the Lease. The Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way except as described on Exhibit A. Except as expressly set forth herein, the terms of the Lease (as amended, extended and assigned as set forth on Exhibit A) shall remain in full force and effect.

4. This Agreement shall be governed by the laws of the State of Missouri, without regard to any conflict of law principle which would result in the application of any substantive law that would result in the application of any law other than that of the State of Missouri.

5. This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument.

CITY OF ST. LOUIS:

By: _____

Title: Parks, Recreation, and Forestry, Director

Date: _____

CF FOREST PARK ARCIS LLC:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM ONLY:

By: _____

Title: City Counselor

Date: _____

ACCEPTED BY:

By: _____

Title: Comptroller

Date: _____

REGISTER:

By: _____

Title: Register

Date: _____

EXHIBIT A

LEASE

1. Amended and Restated Lease Agreement dated August 31, 2000 by and between the City of St. Louis and American Golf Corporation.
2. Agreement for Consent to Assignment of Lease and Assumption of Obligations dated December 20, 2007 by and among The City of St. Louis, American Golf Corporation, CLP Leasehold Golf, LLC and Evergreen Alliance Golf Limited, LP.
3. Agreement for Consent to Assignment of Lease and Assumption of Obligations dated December 1, 2014 by and among The City of St. Louis, CLP LEASEHOLD GOLF LLC and CF FOREST PARK ARCIS LLC.
4. Notice to the City of St. Louis of exercise of Lessee Extension Option from CF FOREST PARK ARCIS LLC dated [____], 2020.

Summary
Board Bill Number 9
Introduced by Alderwoman Shameem Clark-Hubbard
April 25, 2025

An ordinance relating to Forest Park, recommended by the Board of Estimate and Apportionment and the Board of Public Service; providing for the execution and delivery of an Extension Agreement by and between the City of St. Louis and Evergreen Alliance Golf Limited, L.P. with regard to the facility commonly known as the Highland golf course and containing an Emergency Clause.

BOARD BILL NUMBER 9 INTRODUCED BY ALDERWOMAN SHAMEEN CLARK-HUBBARD
COSPONSORS: ALDERWOMAN LAURA KEYS/ ALDERMAN BRET NARAYAN

1 An ordinance recommended by the Board of Estimate and Apportionment and the Board of Public
2 Service providing for the execution and delivery of an Extension Agreement (the “**Extension**
3 **Agreement**”), substantially in the form attached hereto as **Exhibit 1**, by and between the City of
4 St. Louis (the “**City**”) and Evergreen Alliance Golf Limited, L.P., a Delaware limited partnership
5 (“**Lessee**”), extending the term of Amended, Restated and Extended Lease Agreement dated
6 August 18, 2008 by and between the City and Lessee (as amended, extended and assigned from
7 time to time, the “**2008 Lease**”) and adding certain non-discrimination language to the 2008 Lease,
8 and containing an Emergency Clause.

9 **WHEREAS**, Ordinance 61843 authorized a lease of certain land in Forest Park (the
10 “**Highland Facilities**”) to The St. Louis Amateur Athletic Association, a Missouri pro forma
11 (non-profit) corporation (“**Triple A**”);

12 **WHEREAS**, the City subsequently leased the Highland Facilities to Triple A pursuant to
13 a Lease Agreement dated March 30, 1990 by and between the City and Triple A (the “**1990**
14 **Lease**”); and

15 **WHEREAS**, Ordinance 68055 authorized the assignment of Triple A’s right, title and
16 interest to the 1990 Lease to Lessee and the 2008 Lease, amending, restating and extending the
17 1990 Lease; and

18 **WHEREAS**, Section 6 of the 2008 Lease provides that unless terminated earlier, the 2008
19 Lease shall expire on March 31, 2021; provided that the City grants to Lessee an option to extend
20 the term of the 2008 Lease for a period of five years beginning April 1, 2021 and ending March
21 31, 2026 by written notice to the City given between January 1, 2020 and May 31, 2020 (the

1 **“Lessee Extension Option”**); and provided further that if Lessee exercises the Lessee Extension
2 Option, the 2008 Lease may be further extended for a subsequent period of five years beginning
3 April 1, 2026 and ending March 31, 2031 by mutual agreement of Lessee and the City approved
4 by an ordinance effective not later than July 1, 2025 (the **“Mutual Extension Option”**); and

5 **WHEREAS**, Lessee exercised the Lessee Extension Option by written notice to the City
6 on [____], 2020; and

7 **WHEREAS**, Lessee has expressed its willingness to exercise the Mutual Extension
8 Option and enter into the Extension Agreement; and

9 **WHEREAS**, the Board of Aldermen wishes to express, as provided herein, the consent
10 of the City to the exercise of the Mutual Extension Option and the execution and delivery of the
11 Extension Agreement, with the effect of extending the 2008 Lease for a period of five years
12 beginning April 1, 2026 and ending March 31, 2031 and adding certain non-discrimination
13 language to the 2008 Lease;

14 **BE IT ORDAINED BY THE CITY OF ST. LOUIS, MISSOURI, AS FOLLOWS:**

15 **SECTION ONE.** The City of St. Louis hereby consents to the exercise of the Mutual
16 Extension Option and the extension of the 2008 Lease and the addition of certain non-
17 discrimination language to the 2008 Lease, subject to the execution and delivery of the Extension
18 Agreement by and between the City and Lessee, in substantially the form attached hereto as
19 **Exhibit 1.**

20 **SECTION TWO.** Subject to any necessary approvals or consents, or revisions as
21 approved by the Comptroller and the City Counselor of the Extension Agreement, the Director
22 of Parks, Recreation, and Forestry and the Comptroller are hereby authorized and directed to
23 execute and deliver, on behalf of the City, the Extension Agreement by and between the City and

1 Lessee, in substantially the form attached hereto as **Exhibit 1** and such other documents as may
2 be approved by the City Counselor and which are not inconsistent herewith and which are
3 incidental to and related to the transactions contemplated by the Extension Agreement.

4 **SECTION THREE.** This ordinance shall be in full force and effect from and after the date
5 of its passage and approval and shall remain in effect until amended or repealed by the Board of
6 Aldermen.

7 **SECTION FOUR.** This ordinance, being deemed necessary for the immediate preservation
8 of the public peace and safety, is declared to be an emergency ordinance under and pursuant to
9 Sections 19 and 20 of Article IV of the Charter of the City of St. Louis.

Board Bill Number 9
Exhibit 1

EXTENSION AGREEMENT

[See attached.]

Board Bill Number 9
Exhibit 1

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT (this “Agreement”) dated _____, 2025 is made by and between the City of St. Louis (the “City”) and Evergreen Alliance Golf Limited, L.P., a Delaware limited partnership (“Lessee”). The City and Lessee are sometimes referred to herein as the “Parties” and each individually as a “Party.”

RECITALS

A. The City and Lessee are parties to that certain Amended, Restated and Extended Lease Agreement dated August 18, 2008 (as amended, modified or otherwise affected by the documents listed on Exhibit A hereto, the “Lease”); and

B. Section 6 of the Lease provides that unless terminated earlier, the Lease shall expire on March 31, 2021; provided that the City grants to Lessee an option to extend the term of the Lease for a period of five years beginning April 1, 2021 and ending March 31, 2026 by written notice to the City given between January 1, 2020 and May 31, 2020 (the “Lessee Extension Option”); and provided further that if Lessee exercises the Lessee Extension Option, the Lease may be further extended for a subsequent period of five years beginning April 1, 2026 and ending March 31, 2031 by mutual agreement of Lessee and the City approved by an ordinance effective not later than July 1, 2025 (the “Mutual Extension Option”); and

C. Lessee exercised the Lessee Extension Option by written notice to the City on [____], 2020; and,

D. The Parties now desire to exercise the Mutual Extension Option; and

E. The City approved the exercise of the Mutual Extension Option via Ordinance on or about [____], 2025;

NOW THEREFORE, in consideration of the premises, and the undertakings of the Parties under the Lease, and their mutual agreements and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby agree as follows:

1. The term of the Lease is hereby extended for a period of five years beginning April 1, 2026 and ending March 31, 2031, in accordance with Section 6 of the Lease.

2. Section 5 of the Lease is hereby amended by adding to the end of such Section the following:

The foregoing shall be subject in all respects to the right of Lessor and the Public to access City buildings and property during typical business hours for the Leased Premises. Lessee shall not discriminate in any manner in admissions to the Leased Premises or any of its operations, against persons with disabilities or against any person on the basis of race, color, age, sex, religion, national origin, gender identity or sexual orientation.

3. Exhibit A sets forth a complete list of documents that make up the Lease. The Lease

is in full force and effect and has not been assigned, modified, supplemented or amended in any way except as described on Exhibit A. Except as expressly set forth herein, the terms of the Lease (as amended, extended and assigned as set forth on Exhibit A) shall remain in full force and effect.

4. This Agreement shall be governed by the laws of the State of Missouri, without regard to any conflict of law principle which would result in the application of any substantive law that would result in the application of any law other than that of the State of Missouri.

5. This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument.

CITY OF ST. LOUIS:

**EVERGREEN ALLIANCE GOLF
LIMITED, L.P.:**

By: _____

By: _____

Title: Parks, Recreation, and Forestry, Director

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM ONLY:

By: _____

Title: City Counselor

Date: _____

ACCEPTED BY:

REGISTER:

By: _____

By: _____

Title: Comptroller

Title: Register

Date: _____

Date: _____

EXHIBIT A

LEASE

1. Amended, Restated and Extended Lease Agreement dated August 18, 2008 by and between the City of St. Louis and Evergreen Alliance Golf Limited, L.P.
2. Notice to the City of St. Louis of exercise of Lessee Extension Option from Evergreen Alliance Golf Limited, L.P. dated [____], 2020.

Summary**Board Bill Number 11****Introduced by Alderwoman Pamela Boyd****May 9, 2025**

This Board Bill, recommended by the Board of Estimate and Apportionment, appropriates to the Department of Health \$352,744.31 in funds received by the City of St. Louis pursuant to national opioid settlement agreements; authorizes the expenditure of such funds, to the extent received; and contains an emergency clause.

BOARD BILL NUMBER 11 INTRODUCED BY ALDERMAN PAMELA BOYD

1 An Ordinance, recommended by the Board of Estimate and Apportionment, appropriating to the
2 Department of Health funds received by the City of St. Louis pursuant to national opioid settlement
3 agreements; authorizing the expenditure of such funds, to the extent received; authorizing contracts
4 and other documents to expend such funds, to the extent received; and containing an emergency
5 clause.

6 **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

7 **SECTION ONE.** There is hereby appropriated to the Department of Health the sum of
8 \$352,744.31 as further described in **Exhibit A** attached hereto and to the extent such funds are
9 received. The Director of the Department of Health, or his or her designee, is hereby authorized to
10 make, negotiate, and execute any and all contracts or other documents on behalf of the City to
11 expend such funds, and to expend such funds on behalf of the City to support prevention, treatment,
12 education and recovery programs to address opioid use disorder and any co-occurring substance
13 use disorder or related behavioral health conditions. The Comptroller is authorized and directed to
14 issue warrants upon the City Treasury for payment of all expenditures authorized in this Section
15 provided that such warrants do not exceed the total amount of funds appropriated by this Section.

16 **SECTION TWO.** Emergency Clause. This being an ordinance for the preservation of the public
17 peace, health and safety, it is hereby declared to be an emergency measure within the meaning of
18 Sections 19 and 20 of Article IV of the Charter of the City of St. Louis, and therefore, this
19 ordinance shall become effective immediately upon its passage and approval by the Mayor.

Board Bill Number 11
Exhibit A

Payment Source	Payment Amount
Walgreens Payment 3	\$48,153.29
McKinsey & Co. One-Time Payment	\$304,591.02
Total	\$352,744.31

BOARD BILL NUMBER 11

FISCAL NOTE

Preparer's Name: Craig Schmid

Phone Number or Email Address (will be available publicly): (314) 657-1534

Bill Sponsor: Alderwoman Pamela Boyd

Bill Synopsis:	This Board Bill would appropriate to the Department of Health \$352,744.31 in funds received by the City of St. Louis from McKinsey & Co. and Walgreens pursuant to national opioid settlement agreements, and would authorize the expenditure of such funds, to the extent received for the approved settlement use purposes of supporting prevention, treatment, education and recovery programs to address opioid use/abuse and any co-occurring substance use/abuse or related behavioral health conditions; and contains an emergency clause.
Type of Impact:	Support prevention, treatment, education and recovery efforts for opioid use/abuse, co-occurring substance use/abuse and related behavioral health conditions.
Agencies Affected:	Department of Health (the "DOH")

SECTION A

Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? X Yes No.
(settlement funds covered only)
- An undertaking of a new service for which no funding is provided in the current adopted city budget? Yes X No.

(09/2019)

- A commitment of city funding in the future under certain specified conditions? _____Yes_X_No.
- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? _____Yes_X_No.
- An execution or initiation of an activity as a result of federal or state mandates or requirements? _____Yes_X_No.
- A capital improvement project that increases operating costs over the current adopted city budget? _____Yes_X_No.
- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? _____Yes_X_No.

If the answer is yes to any of the above questions, then a fiscal note must be attached to the board bill. Complete Section B of the form below.

SECTION B

- Does the bill require the construction of any new physical facilities?_____Yes X No.
 - If yes, describe the facilities and provide the estimated cost:

- Is the bill estimated to have a direct fiscal impact on any city department or office?

_____Yes_X_No.
 - If yes, explain the impact and the estimated cost:

- Does the bill create a program or administrative subdivision? _____Yes_X_No.
 - If yes, then is there a similar existing program or administrative subdivision?

_____Yes_____No.
 - If yes, explain the how the proposed programs or administrative subdivisions may overlap:

-
-
- Describe the annual operating, equipment, and maintenance costs that would result from the proposed bill, as well as any funding sources: NA

Complete the chart below to list the total estimated expenditures required of the City resulting from the proposed board bill and any estimated savings or additional revenue.

Financial Estimate of Impact on General Fund			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	0	0	0
Additional Revenue	0	0	0
Net	0	0	0
Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	0	0	0
Additional Revenue	0	0	0
Net	0	0	0

- Describe any assumptions used in preparing this fiscal note:

Acceptance and expenditure of settlement funds for the purposes authorized only.

- List any sources of information (including any City officials, agencies, or departments) used in preparing this fiscal note:
- Have the financial estimates of this bill been verified by the City Budget Division?

___Yes_X_No.

 - If yes, by whom?_____.

Summary**Board Bill Number 12****Introduced by Alderwoman Pamela Boyd****May 9, 2025**

This Board Bill, recommended by the Board of Estimate and Apportionment, appropriates up to Two Hundred Thirty-Nine Thousand Eight Hundred Ninety Dollars (\$239,890.00) of the Local Public Health Agency Accreditation Assistance (LPHAAA) grant award to the Department of Health. The Department of Health is hereby authorized to accept such funds. The Director of the Department of Health is hereby authorized to expend such funds, and to make, negotiate, and execute any and all contracts or other documents on behalf of the City, for the purposes set forth in the grant; and contains an emergency clause.

BOARD BILL NUMBER 12 INTRODUCED BY ALDERWOMAN PAMELA BOYD

An Ordinance recommended by the Board of Estimate and Apportionment authorizing the Department of Health to accept a Local Public Health Agency Accreditation Assistance (“LPHAAA”) grant award of up to \$239,890.00 from the Missouri Department of Health and Senior Services; appropriating such funds to the Department of Health; authorizing the expenditure of such funds to fulfill the obligations of said grant, to the extent such funds are received; authorizing contracts and other documents to expend such funds, to the extent received; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The City of St. Louis, by and through its Department of Health, is hereby authorized to accept the LPHAAA grant award of up to Two Hundred Thirty-Nine Thousand Eight Hundred Ninety Dollars (\$239,890.00) from the Missouri Department of Health and Senior Services.

SECTION TWO. There is hereby appropriated the sum of up to Two Hundred Thirty-Nine Thousand Eight Hundred Ninety Dollars (\$239,890.00) of the LPHAA grant award to the Department of Health. The Director of the Department of Health, or his or her designee, is hereby authorized to make, negotiate, and execute any and all contracts or other documents on behalf of the City to expend such funds, and to expend such funds on behalf of the City for the purpose of maintaining public health accreditation substantially in accordance with the Program Services Contract, including the budget, set forth in **Attachment A**. The Comptroller is authorized and directed to issue warrants upon the City Treasury for payment of all expenditures authorized in this Section provided that such warrants do not exceed the total amount of funds appropriated by this Section.

1 **SECTION THREE.** The Director of the Department of Health, or his or her designee, is further
2 authorized to execute on behalf of the City an Intergovernmental Cooperation Agreement (the
3 STLMHB Cooperative Agreement) with the St. Louis Mental Health Board (STLMHB) in
4 substantially the same form as set forth in **Attachment B**, pursuant to which the City shall transfer
5 up to Seventy-Four Thousand Five Hundred Dollars (\$74,500.00) to St. Louis Mental Health
6 Board (STLMHB) during the initial term of the STLMHB Cooperative Agreement to support
7 community projects and events addressing Action Team Implementation Plans needs in
8 furtherance of the Community Health Improvement Plan (CHIP). The STLMHB Cooperative
9 Agreement may be renewed for up to an additional two years, subject to the availability and
10 appropriation of additional funding. The STLMHB Cooperative Agreement shall require
11 STLMHB to comply with all applicable City, State, and Federal laws and regulations, including
12 the recordkeeping and reporting requirements of the LPHAAA grant funding. Funding for the
13 STLMHB Cooperative Agreement shall contain such other terms and conditions as are approved
14 by the City Counselor, and shall require approval of the Board of Trustees of the STLMHB prior
15 to execution.

16 **SECTION FOUR.** Emergency Clause. This being an ordinance for the preservation of the public
17 peace, health and safety, it is hereby declared to be an emergency measure within the meaning of
18 Sections 19 and 20 of Article IV of the Charter of the City of St. Louis, and therefore, this
19 ordinance shall become effective immediately upon its passage and approval by the Mayor.

BOARD BILL NUMBER 12**ATTACHMENT A****PROGRAM SERVICES CONTRACT****MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES**

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.

Tracking # 57149	Contract Title: LOCAL PUBLIC HEALTH AGENCY ACCREDITATION ASSISTANCE
Contract Start: 12/1/2024	Contract End: 11/30/2025
Contract #:	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
	Amend #: 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)

CITY OF ST LOUIS DEPARTMENT OF HEALTH

DOING BUSINESS AS (DBA) NAME

MAILING ADDRESS

1520 MARKET STREET

CITY, STATE, and ZIP CODE

ST LOUIS

MO

63103

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)

UEI NUMBER

KR73L96NRTF4

CONTRACTOR'S AUTHORIZED SIGNATURE

DATE

PRINTED NAME

TITLE

DEPARTMENT OF HEALTH AND SENIOR SERVICES

DATE

DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE

Local Public Health Agency Accreditation Assistance

1. GENERAL

- 1.1 The contract amount shall not exceed \$239,890.00 for the period of December 1, 2024 through November 30, 2025.
- 1.2 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.4 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.4.1 Registration of business name (if applicable) with the Secretary of State at <https://www.sos.mo.gov/business/startBusiness.asp>.
 - 1.4.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.4.3 Taxes (e.g., city/county/state/federal)
 - 1.4.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.4.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.4.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.5 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Center for Local Public Health Services

Program Contact: Nicole Cooper

Address: 930 Wildwood Dr. Jefferson City, MO 65109

Phone: 573-526-6960

Email: Nicole.Cooper@health.mo.gov

2. PURPOSE

- 2.1 The purpose of this contract is to provide contracted funding support to the 115 local public health agencies (LPHAs) in the State of Missouri as they pursue public health accreditation or reaccreditation for their jurisdictions.

3. DELIVERABLES AND OUTCOMES

- 3.1 The Contractor must utilize funds to assist with pursuing accreditation and reaccreditation. Allowable items included in the scope of this contract include but are not limited to costs incurred in the pursuit of:
- 3.1.1 Community Health Assessments;
 - 3.1.2 Community Health Improvement Plans;
 - 3.1.3 Quality Improvement Plans;
 - 3.1.4 Performance Management Systems;
 - 3.1.5 Feedback and Communication Plans;
 - 3.1.6 Health Equity Intervention Plans;
 - 3.1.7 Software purchases supporting accreditation requirements;
 - 3.1.8 Contracting for strategic planning, community health assessments, quality improvement plan drafting, contracting for data analytics and visualization, and public health data collection, and other accreditation activities;
 - 3.1.9 The hiring of staff members, or reimbursement of staff time dedicated to accreditation activities;
 - 3.1.10 Fees associated with applying for accreditation under the Public Health Accreditation Board (PHAB) or the Missouri Institute for Community Health (MICH);
 - 3.1.11 Staff training required to meet a measurement identified in PHAB or MICH measures; and
 - 3.1.12 Any other activity related to steps to pursue or continue the path of accreditation and/or reaccreditation.

- 3.1.13 Non-allowable items include the purchase or maintenance of equipment, costs associated with upgrading infrastructure.

4. REPORTS

- 4.1 The Contractor shall submit progress reports to the Department that shall include, but are not limited to, a description of the accreditation activities conducted within the jurisdiction, the impact or result of these accreditation activities, and a description of the planned next steps for the jurisdiction as they pursue accreditation.

- 4.1.1 The Contractor shall submit the progress reports to the Department as follows:

Time Period:	Due Date:
December 1, 2024 – May 30, 2025	June 30, 2025
June 1, 2025 – November 30, 2025	December 31, 2025

- 4.2 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve (12) months, the Contractor shall submit this report annually and at the time the final invoice is due.

5. BUDGET AND ALLOWABLE COSTS

- 5.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment D, which is attached hereto and incorporated by reference as if fully set forth herein.
- 5.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.
- 5.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The

Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.

5.4 Indirect costs

5.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the Contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

5.4.2 The Contractor shall not bill the Department for indirect costs that exceed 15% of the modified total direct costs as defined in 2 CFR § 200.1.

- a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

5.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

5.5 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

5.6 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.

5.6.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

5.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.

5.7 The Contractor shall follow competitive procurement practices.

6. INVOICING AND PAYMENT

6.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application,

the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

- 6.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 6.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 6.2 The Contractor shall invoice the Department using the Request for Payment form and an invoicing tool. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice. The Contractor shall indicate an invoice number for each invoice submitted in the following format: ACCRBP3MMYY. For example, an invoice submitted for the month of March 2023 would have the following invoice number ACCRBP30325. The Department will provide the Request for Payment form and invoicing tool to the Contractor.
- 6.2 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 6.3 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 6.4 The Contractor shall submit invoices and reports to:

Missouri Department of Health and Senior Services
Division of Community and Public Health/Center for Local Public Health
Services
P.O. Box 570
Jefferson City, MO 65102-0570.
EMAIL: CLPHSCONTRACTS@health.mo.gov
- 6.5 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 6.6 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

- 6.7 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 6.8 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 6.9 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 6.9.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check 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
- 6.10 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://sam.gov/content/assistance-listings>.
- 6.11 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

7. AMENDMENTS

- 7.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

8. RENEWALS

- 8.1 The parties may renew the agreement for three (3) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

9. MONITORING

- 9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department 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 Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

- 10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of five (5) 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.
- 10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the five (5) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- 10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

- 11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

- 11.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

12. LIABILITY

- 12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor 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 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's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. 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.
- 12.3 The Contractor 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 performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract 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 the Contractor. However, the Contractor 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.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

- 13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 13.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
 - 13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
 - 13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 13.3 If the Contractor develops any copyrighted material as a result of this contract, 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.

14. AUTHORIZED PERSONNEL

- 14.1 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.
- 14.2 The Contractor 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 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. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

- 14.3 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” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530>), 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 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 14.4 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:
 - 14.4.1 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
 - 14.4.2 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
 - 14.4.3 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.
- 14.5 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.

15. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

15.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

15.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

15.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

15.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

16. TERMINATION

16.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

16.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

- 16.1.2 A change in federal or state law relevant to this contract occurs; or
- 16.1.3 A material change of the parties to the contract occurs; or
- 16.1.4 By request of the Contractor.
- 16.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
 - 16.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 16.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 16.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

17. SUBCONTRACTING

- 17.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no

way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

- 17.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor, subawardee, and/or subcontractor of any tier shall not be liable when such contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:
 - 17.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 17.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 17.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) 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. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 17.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS**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 and special provisions.

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 Part 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 System of Award Management (SAM) <https://www.sam.gov>; 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

CERTIFICATIONS AND SPECIAL PROVISIONS

or local legislature or legislative body. The Contractor shall not use any funds under this contract 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 an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 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 31 U.S.C. § 1352. 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.

CERTIFICATIONS AND SPECIAL PROVISIONS

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, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction 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

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), 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 Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act 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 Pro-Children Act 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 Pro-Children 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 Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 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 the Pro-Children Act 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, 42 U.S.C. § 2000d *et seq.*) 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. § 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, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
 - 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, as amended;
 - 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
 - 6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

- 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.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

- 8.1 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.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of 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. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <https://health.mo.gov/information/contractorresources/> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments).
 - 1.3 If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. 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/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
 - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.
 - 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

- 1.7 The Contractor shall promptly notify the Department in writing when there is credible evidence of a violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure to make required disclosures may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), 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:
 - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
 - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
- 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 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.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Unique Entity Identifier (UEI) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

SUBRECIPIENT SPECIAL CONDITIONS**1.12 Equipment**

- 1.12.1 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 § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$5,000. 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 \$10,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$10,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
- 1.12.2 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.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number		3. Contract Period (MM/DD/YY)	
		From:	To:
4. Contractor Identifying Number (optional)			
5. UEI Number		6. EIN	
7. Report Type			
☐ Annual ☐ Final			
8. Transactions			
Contract Expenditures:			
8a. Total contract funds authorized:			
8b. Total expenditures:			
8c. Unspent balance of contract funds (line a minus b):			\$0.00
Match Requirements (if required by the contract):			
8d. Total match required:			
8e. Total match expenditures:			
8f. Remaining match to be provided (line d minus e):			\$0.00
9. Remarks: Attach any explanations deemed necessary.			
10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).			
11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor		11b. Telephone (Including Area Code)	
		11c. Email Address	
11d. Signature of Authorized Certifying Official of the Contractor			11e. Date Report Submitted (MM/DD/YY)

MO 580-3091 (10-2022)

City of St. Louis Department of Health

Completed By:	Victoria Anwuri	Date Completed:	12/2/2024
Contact Email:	anwuriv@stlouis-mo.gov	Contact Phone Number:	314-657-1482

Accreditation Contract Budget

	Budget Amount	Amount allowed for Indirect
Total Contract Amount	\$ 239,890.00	
Programmatic Operational Expenses (can be included in indirect)		
Personnel Services	\$ -	\$ -
Fringe Benefits	\$ -	\$ -
Supplies		\$ -
Travel	\$ -	\$ -
Other	\$ -	\$ -
Contractual		
Subcontract #1	\$ 40,000.00	\$ 40,000.00
Subcontract #2	\$ 40,000.00	\$ 40,000.00
Subcontract #3	\$ 50,000.00	\$ 50,000.00
Subcontract #4	\$ 50,000.00	\$ 50,000.00
Subcontract #5	\$ 28,600.00	\$ 28,600.00
Subcontract #6	\$ -	\$ -
Contractual Total	\$ 208,600.00	Total \$ 208,600.00
Indirect (Administrative) Percent	15%	\$ 31,290.00
Total Contract Budget	\$ 239,890.00	
Surplus/(Deficit)	\$ -	

Budget Narrative/Justification

Programmatic Operational Expenses

Personnel Services - include name, title, role, salary or hourly rate

Fringe Benefits - include fringe benefits as either a percentage or hourly rate for personnel listed above

Supplies - include all supply purchases including general office supplies, paper, pens, toner cartridges and program supplies, etc.

Travel - include all travel anticipated and include hotel, meals, and mileage according to agency policy or CONUS rate (whichever is lower)

Other - include any other expenditures that cannot be classified above and include expense details (quantities, unit price, etc.)

Contractual -include contractor name, period of performance, method of accountability, scope of work, estimated amount

Standard 8.2.1: Develop and implement a workforce development plan - professional development agency to execute on-site staff development opportunities consistent with our workforce development plan implementation. This work will help ensure staff have the skills needed to perform their job functions and increase competency related to equity. Example activities include, but are not limited to preparing for credentialing exams related to accreditation such as: Certified in Public Health (CPH), CHES (Health Education Specialist), SAS Certification, ASQ Quality certification, etc, single day and multi-day training workshops and exam fee coverage, \$40,000.00 Standard 2.2 Prepare for and respond to emergencies - On-site training for emergency preparedness- tabletop exercises and full-scale simulation exercises running through emergency scenarios, \$40,000.00 Standard 10.2.5: Evaluation of financials through a business lens...examining performance-based budgeting or Return on Investment (ROI) concepts of public health economics. - Consultant to train select staff on cost-benefit analysis, ROI, and other economic analysis methods, and/or consultant to set up processes to monitor ROI/Financials-Improve ongoing evaluation of programs, new initiatives, and quality improvement projects Utilize data driven approach to budgeting, \$50,000.00 Standard 1.2.1 Collect primary data to create an increasingly robust, accurate, and useful understanding of community health status, and Standard 1.1.1 Community Health Assessment which has comprehensive, broad-based, primary data - Hire a contractor to conduct general community focus groups or administer surveys including gift card incentives among the general community and minority groups to expand our understanding of health inequities, Example of Target Groups: LGBTQ+ individuals, Persons with disabilities, Foreign-born individuals, Persons for whom English is a second language or who have limited English proficiency, \$50,000.00 Community of practice, Communities of Practice Advisory Board- Regional Equity and Community Health Advisory Committee (REACH)- Standard 1.1.2, a community health assessment partnership that has evolved since the previous accreditation cycle in a way that intentionally seeks to be inclusive of diverse perspectives and stakeholders from groups that have been historically excluded or marginalized, considers how power dynamics are addressed in a manner that shifts power to community voices, considers how members of the partnership can better understand inequities in the community, or partners with community members and people with various lived experiences and expertise, and Standard 3.2.1 Engage the priority population(s) in the design, development, or implementation of strategies. We will establish advisory board(s) to advise on CHIP and other public-facing services and plan strategies to improve health inequities. Up to 20 members would be paid \$50/meeting to attend
Modified Total Direct Costs (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. The contractor is entitled to charge their negotiated rate. If you have an approved negotiated rate please contact CLPHSCONTRACTS@health.mo.gov as we will need to modify this document to allow the proper calculation of Indirect Cost. In lieu of using their federally negotiated indirect cost rate or if you do not have an approved federally negotiated rate, the contractor may opt to accept an indirect cost rate up to 10% of the modified total direct costs or the contractor may waive charging indirect costs. The alternative method cannot result in more indirect earnings for the contractor than their negotiated rate. If taking less than 10% MTDC for indirect please enter the percent into cell I21.

EXHIBIT 1
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.uscis.gov/e-verify . |
| <u>BOX C:</u> | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing. |

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 NOT 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 _____ (Company/Individual Name) is awarded a contract for the services requested herein under Local Public Health Agency Accreditation Assistance and if the 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, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, 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 BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** 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

As a business entity, the Contractor must perform/provide each of the following. The Contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; 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 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The Contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the 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 _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT 1, 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 _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates 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 related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ 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.)

Date of Previous E-Verify Documentation Submission: _____

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

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

Certification - The vendor must therefore certify their current status by completing either Box A, Box B, Box C, or Box D on the next page of this Exhibit.

- BOX A:** To be completed by any vendor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”
- BOX B:** To be completed by a vendor that meets the definition of “Company” but has less than ten employees.
- BOX C:** To be completed by a vendor that meets the definition of “Company” and has ten or more employees.
- BOX D:** To be completed by a vendor that meets the definition of a “Public Entity”.

EXHIBIT 2, continued
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please
Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please
Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please
Print)

Authorized Representative's Signature

Company Name

Date

EXHIBIT 2, continued
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

BOX D – PUBLIC ENTITY

I certify that _____ (Entity Name) is a public entity as defined in section 34.600, RSMo, and is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Authorized Representative's Name (Please
Print)

Authorized Representative's Signature

Company Name

Date

**STATE OF MISSOURI
DEPARTMENT 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.

**CONTRACT FUNDING SOURCE(S)**

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	57149	State: 0%	\$0.00	Federal: 100%	\$239,890.00
Contract Title:	LOCAL PUBLIC HEALTH AGENCY ACCREDITATION ASSISTANCE				
Contract Start:	12/1/2024	Contract End:	11/30/2025	Amend#: 00	Contract #:
Vendor Name:	CITY OF ST LOUIS DEPARTMENT OF HEALTH				
CFDA: 93.967	Research and Development: N				
CFDA Name:	CDC'S COLLABORATION WITH ACADEMIA TO STRENGTHEN PUBLIC HEALTH				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES; CENTERS FOR DISEASE CONTROL AND PREVENTION				
Federal Award:	*				
Federal Award Name:	STRENGTHENING U.S. PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, AND DATA SYSTEMS				
Federal Award Year:	2025	DHSS #:	OE7201A2BP3	Federal Obligation:	\$239,890.00

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

Project Description:

Funding will provide contracted funding support to the 115 local public health agencies (LPHAs) in the State of Missouri as they pursue public health accreditation or reaccreditation for their jurisdictions.

----- Forwarded message -----

From: **Livingston, LaChelle** <livingstonl@stlouis-mo.gov>

Date: Fri, Mar 28, 2025 at 12:53 PM

Subject: Fwd: 57149 LPHAAA AM00 Action Required

To: Matifadza Hlatshwayo-Davis <hlatshwayo-davism@stlouis-mo.gov>, Victoria Anwuri <anwuriv@stlouis-mo.gov>

FYI



LaChelle Livingston, MHA
Grants Manager, CMS
City of St. Louis Department of Health
Office: (314) 657-1566 | Cell: (314)891-4314
livingstonl@stlouis-mo.gov

----- Forwarded message -----

From: **Williams, Samantha** <Samantha.Williams@health.mo.gov>

Date: Fri, Mar 28, 2025 at 12:51 PM

Subject: RE: 57149 LPHAAA AM00 Action Required

To: Lachelle Livingston <livingstonl@stlouis-mo.gov>

Hey LaChelle,

Per Tiffany, we will allow one renewal that would be good for 12/01/2025 – 11/30/2026 if you still have funds available.

Regards,



Samantha Williams | Public Health Program Specialist

Center for Local Public Health Services (CLPHS)

Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570

(573) 751-6770 samantha.williams@health.mo.gov

Health.Mo.Gov

Public Health: Better Health. Better Missouri.

CONFIDENTIALITY STATEMENT

This email is from the Missouri Department of Health and Senior Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: Samantha.Williams@health.mo.gov

INTERGOVERNMENTAL COOPERATION AGREEMENT

BETWEEN

THE ST. LOUIS MENTAL HEALTH BOARD

AND

**THE CITY OF ST. LOUIS, BY AND THROUGH ITS
DEPARTMENT OF HEALTH**

This Intergovernmental Cooperation Agreement (“Agreement”) is made and entered into this _____ day of _____, 2025, by and between the St. Louis Mental Health Board (hereinafter “Subrecipient”), 333 S. 18th Street, Suite 200, St. Louis, MO 63103 Federal I.D.#43-1662402, and the City of St. Louis, by and through its Department of Health (hereinafter “the City”).

WHEREAS, the Community Health Improvement Plan (or “CHIP”) is a long-term effort (2023-2027) to address public health needs of the St. Louis region; and

WHEREAS, the Subrecipient has provided oversight for behavioral health projects and events, among others, in the St. Louis region and has experience operating collaborative mini-grant programs.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, considerations and agreements contained herein, the parties agree as follows:

Terms of Contract

1. The City has determined that this Agreement is subrecipient in nature as defined in 45 CFR 75.351.

Subrecipient Name	St. Louis Mental Health Board
Subrecipient Unique Entity Identifier:	M3GGS8YTB494
Federal Award Identification Number (FAIN):	OE7201A2BP3
Federal Award Year:	2025
Subaward Period of Performance Start Date:	July 1, 2025
Subaward Period of Performance End Date:	November 30, 2026
Subaward Budget Period Start Date:	July 1, 2025
Subaward Budget Period End Date:	November 30, 2026
Amount of Federal Funds Obligated by this action by the City to the Subrecipient:	\$74,500

Total Amount of Federal Funds Obligated to the Subrecipient by the City, including the current financial obligation:	\$74,500
Total Amount of the Federal Award Committed to the Subrecipient by the City:	No funds committed beyond those obligated above
Federal Award Project Description:	This funding supports community projects and events addressing Action Team Implementation Plans needs in furtherance of the Community Health Improvement Plan (CHIP)
Name of Federal Awarding Agency:	U.S. Department of Health and Human Services, Centers for Disease Control and Prevention
Name of Pass-Through Entity:	City of St. Louis
Contact Information for City Authorizing Official:	Matifadza Hlatshwayo Davis, MD, MPH, hlatshwayo-davism@stlouis-mo.gov
Contact Information for State of Missouri Awarding Official:	Center for Local Public Health Services Nicole Cooper Nicole.Cooper@health.mo.gov
CFDA/ALN Number and Title:	93.967 – CDC’s Collaboration with Academia to Strengthen Public Health
State Award Tracking Number:	57149 – Local Public Health Agency Accreditation Assistance
Identification of Whether Subaward is R&D:	No
Indirect Cost Rate for Federal Award:	Not to exceed 15% of modified total direct costs as defined in 2 CFR 200.1

2. Any Subrecipient that does not comply with the Terms and Conditions set forth herein is subject to the Contract Compliance Policy (Attachment A). The Contract Compliance Policy is followed methodically and uniformly by the Program Administrator, Contract Compliance Officer, and Program Administration staff.
3. To the extent that this Agreement involves the use of, in whole or in part, federal funds, the signature of the Subrecipient 's authorized representative on the signature page indicates Subrecipient 's compliance with the Terms and Supplementary Provisions attached hereto as Attachment E and incorporated herein.
4. Subrecipient shall:

- A. Establish and maintain effective internal controls over the Agreement funds and activities that provide reasonable assurances that Subrecipient is managing the Agreement in compliance with federal statutes, regulations, and the terms and conditions of the federal award;
- B. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and
- C. Take reasonable measures to safeguard protected personally identifiable information and other information the City considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.
- D. Utilize a financial management system sufficient to permit preparation of detailed financial reports to document compliance with, and to trace funds to a level of expenditures to establish that they have been used according, to the federal statutes, regulations, and the terms and conditions of this Agreement. Subrecipient 's financial management system shall provide for the following:
 - i. Clear identification of the Agreement funds, received and expended, and the program under which they were received;
 - ii. Accurate, current, and complete disclosure of the financial results of the work under this Agreement in accordance with the federal reporting requirements;
 - iii. Records that identify the source and application of funds for the contract-funded activities. These records must contain information relating to the Agreement, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation;
 - iv. Effective control over, and accountability for, all funds, property, and other assets. Subrecipient must safeguard all assets and assure that they are used solely for authorized purposes;
 - v. Comparison of expenditures with budget amounts for the Agreement;
- E. Maintain and enforce written fiscal policies and procedures which shall include a detailed description of the accounting system.

Statutory Authority

- 5. The parties enter into this Agreement within the contemplation and purview of RSMo Sections 70.210 through 70.325, as amended, and St. Louis City Ordinance No. _____, and pursuant to the authorization of the Board of Trustees of the St. Louis Mental Health Board. The City will record a copy of this executed Agreement with the Register's Office for the City of St. Louis.

Contract Period

- 6. The term of this Agreement shall be from July 1, 2025 through November 30, 2026. At the sole discretion of the City this Agreement may be renewed for up to two (2) additional one-year periods from December 1, 2026 through November 30, 2027 and December 1, 2027 through November 30, 2028, subject to funding availability.

Payment

7. The City, upon execution of this Agreement shall make one up-front payment to the Subrecipient of Seventy-Four Thousand Five Hundred Dollars (\$74,500.00) for the provision of administrative and fiscal management of community projects and events addressing public health priorities of the CHIP as further described in Attachment B.
8. Subrecipient will submit quarterly financial and progress reports 30 days after the completion of each quarter. Subrecipient will submit a final financial and progress report within 45 days after termination of this Agreement. Monthly programmatic progress reports are not required. Programmatic Reports will summarize progress of Subrecipient in fulfilling contract requirements to include aggregate data on project activities. Individual participant level data will not be required to be submitted with the quarterly programmatic report.
9. This Agreement is funded in full with federal funds from the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention (CFDA: 93.967 – CDC's Collaboration with Academia to Strengthen Public Health) received through the Local Public Health Agency Accreditation Assistance Grant from the State of Missouri Department of Health and Senior Services (Tracking #57149). Payment of this Agreement by the City is contingent upon the availability of said funds.

Non-Appropriation of Funds

10. Notwithstanding any other provision to the contrary herein contained, the City of St. Louis reserves the right to not appropriate funds to make any payments required hereunder in any fiscal period. In the event funds are not appropriated by the City of St. Louis for the purpose of making payment as required herein, this Agreement shall terminate as of the last day of the fiscal period for which appropriations were made, without penalty or expense to the City whatsoever, except as to the extent of portions of the funds previously appropriated are otherwise available. The City will immediately notify Subrecipient of such non-appropriation occurrence. Non-appropriation shall not constitute a default hereunder.

Scope of Services

11. Subrecipient shall perform the services outlined and required by the City in the attached Scope of Work (Attachment B).

Recordkeeping and Audit Requirements

12. Subrecipient shall provide the City monthly written programmatic updates in the manner prescribed by the Director of Health, Commissioner of Health or their designee. Subrecipient shall maintain adequate records to establish that the funds provided herein are expended on eligible costs. All records and documentation shall be made available to City, the State of Missouri Department of Health and Senior Services, the U.S. Department of Health and Human Services and/or their authorized agents to the extent necessary to adequately permit evaluation and verification of Subrecipient's full compliance with contract documents. In those situations where Subrecipient's records have been generated from computerized data or records, in addition to hard copy (reports), Subrecipient shall provide such information on disk or in a suitable alternative electronic format. Financial records, supporting documentation, statistical records, and all other records pertinent to this contract's activities shall be retained by Subrecipient for a period of at least seven (7) years from the date of final payment under

this contract and for any longer period, if any, required by local, state or federal agencies. Subrecipient shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary to assure a proper accounting of all contract funds. Upon request by the City, Subrecipient shall allow the City to monitor the services provided by Subrecipient through site visits during normal business hours. Subrecipient shall make all records available for inspection by representatives of the City during normal business hours. In addition, Subrecipient agrees to the following:

- A. If any litigation, claim, or audit is started before the expiration of the seven (7) year period, the relevant records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
 - B. If Subrecipient is notified in writing by the Missouri Department of Health and Senior Services, U.S. Department of Health and Human Services, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or the City to extend the retention period, Subrecipient shall extend the retention period as requested;
 - C. Any records for equipment acquired with federal funds must be retained for three (3) years after final disposition of the equipment.
13. The City reserves the right to audit Subrecipient's accounts relating to this Agreement at any time. Any questioned costs that may arise as a result of any audit can only be resolved in one of the following ways:
- A. Introduction of the appropriate documentation.
 - B. Resolution of the questioned cost by Subrecipient in a manner that is satisfactory to City.
 - C. Repayment of questioned costs to the City.

Indemnification

14. Subrecipient is, and at all times hereunder, shall be and remain an independent contractor and nothing herein shall be interpreted to mean that Subrecipient or any of its employees or agents is an employee or agent of the City of St. Louis.
15. To the extent authorized by law, and not waiving sovereign immunity, Subrecipient will protect, defend, and hold the City, and its Board of Alderman, and its officers, employees, and agents completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and the use or occupancy of the City's premises and the acts or omissions of Subrecipient's officers, agents, employees, consultants, subcontractors, licensees, invitees, or independent consultants regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the negligence of the

City. Subrecipient shall also use counsel reasonably acceptable to the City Counselor of the City, or his/her designee, in carrying out its obligations hereunder.

16. No alderman, director, commissioner, board member, officer, employee, or other agent of the City of St. Louis shall be personally liable under or in connection with this Agreement.

17. The Provisions of this section survive the expiration or early termination of this Agreement.

Insurance

18. Subrecipient shall procure and maintain, at Subrecipient's expense, the following insurance coverage for the period of this Agreement:

- A. General Liability Coverage insuring property damage and injury to persons of at least \$1,000,000.00 each occurrence/\$4,000,000.00 general aggregate;
- B. Automobile/Motor Vehicle Coverage (including non-owned and hired vehicle coverage) of at least \$500,000 personal injury and \$500,000 property damage; or of at least \$1,000,000 combined limit, if applicable;
- C. Worker's Compensation Insurance as required by the State of Missouri;

19. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by either party. The amounts included above are not and shall not be construed as a waiver of sovereign immunity by the Subrecipient.

20. Certificates of Insurance (ACORD Form) evidencing the policy dates and policy coverages of such insurance must be provided to the City of St. Louis prior to execution of this Agreement. Insurance policies provided shall name "The City of St. Louis" as an Additional Insured to the policy and all policy coverage shall be primary and non-contributory. Certificates attesting to the coverage and naming the City of St. Louis as Additional Insured shall be provided the City in advance of final execution of this Agreement and attached hereto.

21. Subrecipient's insurance provider shall be authorized to transact business in the State of Missouri and registered with the Missouri Department of Insurance - Financial Institutions & Professional Registration. In addition, the Insurance company must have a financial strength rating of "A-" or better and a financial class size IV or greater as indicated in A.M. Best's Key Rating Guide (<http://www.ambest.com/home/default.aspx>).

22. Such liability insurance coverage must also extend to damage, destruction and injury to City owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Subrecipient, its officers, agents, employees, consultants, subcontractors, licensees, invitees, representatives, and independent consultants and, contractual liability insurance sufficient to cover Subrecipient's indemnity obligations hereunder; provided however, that the presence of such liability insurance shall not serve as a waiver of severing immunity by Subrecipient. The City will have no liability for any premiums charged for such coverage, and the inclusion of the City as an Additional Insured is not intended to, and does not make the City a partner or joint-venture with Subrecipient in its operations hereunder. Each such insurance policy must, by endorsement, provide primary

coverage to the City when any policy issued to the City provides duplicate or similar coverage and, in such circumstances, the City's policy will be excess over Subrecipient's policy.

Termination

23. This Agreement may be terminated by the City for convenience and without cause upon thirty (30) calendar days written notice delivered to Subrecipient, in which event Subrecipient shall be paid for all work performed up until the date of termination.
24. This Agreement may be terminated by either party for cause upon ten (10) calendar days written notice delivered to the other should the other party fail substantially to perform in accordance with the Agreement's material terms. The non-performing party may use this ten (10) day notice period as an opportunity to cure any failure to substantially perform. If Subrecipient abandons this Agreement, it shall indemnify the City against any loss caused by said abandonment.

Earnings Tax Requirements.

25. Subrecipient is a Special Taxing District in the City of St. Louis and is exempt from the Earnings Tax Requirements described in Chapter 5.22 of the Revised Code of the City of St. Louis (2020)). The Subrecipient will not be required to monitor or report on such requirements for subcontracts. Subrecipient agrees to provide a letter or certificate of tax-exempt status upon request.

Non-Discrimination Policy

26. The Subrecipient agrees that in performing any services resulting from this Agreement neither he/she nor any one under his/her control will permit discrimination against any business, employee or applicant for employment because of race, color, age, religion, sex, familial status, disability sexual orientation, national origin or ancestry.

Federal Standards for Privacy of Individually Identifiable Health Information

27. Subrecipient shall comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 160 and Part 164, Subparts A, C, and E). Subrecipient acknowledges that pursuant to these regulations, it is a "Business Associate" of City, and as such, agrees to ensure the integrity and confidentiality of Protected Health Information (PHI) held, transmitted, disclosed, received, and created on behalf of Recipient, (as stated in Attachment C).

Amendments

28. This Agreement may be amended only by mutual consent of the Parties, provided that before any amendment becomes operative, it shall be reduced to writing and signed by the Parties.

Service Contract Prevailing Wage

29. For all positions listed on the Secretary of Labor's wage and fringe benefits determination, located at <https://sam.gov/wage-determination/2015-5075/25> and as amended from time to time, Subrecipient will provide the minimum prevailing wage and the minimum prevailing fringe benefits on such wage determination and abide by the terms of Ordinance No. 62124,

codified at Chapter 6.20 of the Revised Code of the City of St. Louis (2020). If Subrecipient subcontracts any services for which Subrecipient is obligated under this Agreement, Subrecipient shall provide in any service subcontract (1) provisions specifying the minimum prevailing wage and the minimum prevailing fringe benefits to be paid to the subcontractor's service employees and (2) a representation by the subcontractor to abide by the terms of this chapter and to pay and provide to all service employees said minimum prevailing wage and minimum prevailing fringe benefits as noted in the service subcontract.

Governing Law & Venue

30. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the Circuit Court of the City St. Louis. All Parties expressly consent to personal jurisdiction and venue in such Court for limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

Prohibition on Limitations of Liability Clauses

31. Except as provided herein, Subrecipient is prohibited from including a limitation of liability clause in this Agreement, and no such clause will be enforced. Limitations of liability include, but shall not be limited to:

- A. Limitations, exclusions, or disclaimers of the City's right to bring a breach of warranty or breach of contract claim under this Agreement.
- B. Limitations, exclusions, or disclaimers of exemplary, special, or consequential damages resulting from, relating to, or arising out of a breach or warranty or breach of contract claim under this Agreement.
- C. Limitations, exclusions, or disclaimers on the City's right to bring suit for losses, damages, injuries, costs, or expenses.
- D. This section shall not serve as a waiver of sovereign immunity by the Subrecipient.

Public Records Law

32. The Parties to this Agreement acknowledge that the City is a "public governmental body" under and subject to the State of Missouri's Sunshine Law (the "Act"), Revised Statute of Missouri § 610.010 et seq. The City will not give prior notice of receipt of a request under the Act for any record that has been provided to it by Subrecipient, nor of any record disclosed pursuant to the Act. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended to supersede, modify, or diminish in any respect whatsoever any of the City's rights, obligations, and exceptions under the Act, nor will the City be held liable for any disclosure of records, including information that the City determines in its sole discretion is a public record subject to disclosure under the Act.

Force Majeure

33. Neither party shall be liable in damages or other relief for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including but not limited to: acts of God, government restrictions (including the denial or cancellation of any necessary license), wars, insurrections, public health emergency and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical,

electronic, or communications failure). Additionally, the aforesaid conditions shall also include, but not be limited to, any governmental declaration of an emergency or public health emergency defined in part as, but not limited to: "any situation or an impending situation caused by the forces of nature, an accident, an intentional act or otherwise that constitutes a danger of major proportions to life or property including epidemics, illness, communicable disease outbreak or communicable and virulent disease, specific health related behavior, or other health related events clearly in excess of normal expectancy which would make compliance with the contract impossible or performance of the contract commercially impracticable, unreasonable, or fundamentally at variance with regulated health practices under the circumstances.

34. Each party hereunder shall still have the duty to mitigate any and all losses which occur due to the non-performance as stated above and if a contracting party can otherwise continue to satisfy its contractual obligations in a commercially reasonable manner, the force majeure clause will not operate to absolve that party from its contractual responsibilities.

Assignment and Subcontracting

35. This Agreement shall not be assignable by Subrecipient without the prior written consent of the City. Consent of the City shall be based on whether the best interests of the City and the City's residents would be served by the assignment, and may not be unreasonably withheld.
36. Subrecipient shall not sub-contract any portion of this Agreement without the written consent of the City, which may not be unreasonably withheld.

Unauthorized Alien Employees

37. Subrecipient shall, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by sworn affidavit (attached hereto as Attachment D) and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Subrecipient shall also sign an affidavit (attached hereto as Attachment D) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the above-stated Statutes.

Severability

38. If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

Captions

39. The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

Authority

40. The undersigned representatives, by execution of this Agreement, hereby warrant and represent that they are qualified and have full right, power, and authority to execute and enter into this Agreement.

Entire Agreement

41. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the Parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the Parties hereto.

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Attachments List

It is understood and agreed that the Attachments hereto attached are all essential documents of the Agreement and are part thereof and that the Subrecipient agrees to comply with all procedures, conditions, and policies therein.

Attachment A: Contract Compliance Policy

Attachment B: Scope of Work

Attachment C: Business Associate Provisions

Attachment D: Unauthorized Alien Employee Affidavit

Attachment E: Affidavit of Compliance with Anti-Discrimination Against Israel Act

Attachment F: Supplementary Terms and Conditions

The Subrecipient and City hereby agree to all terms and conditions as set forth in this Agreement and in witness thereof, the parties hereto execute this Agreement.

The City of St. Louis

ST. LOUIS MENTAL HEALTH BOARD

Director of Health

Cassandra Kaufman
Executive Director

Date

Date

APPROVED AS TO FORM:

City Counselor

Date

Comptroller

Date

Register

Date

ATTACHMENT A

CONTRACT COMPLIANCE POLICY

1. A Subrecipient problem is identified by the Contract Compliance Officer or designated Grants Administration staff at the City.
2. Immediate notification of the problem is made in the form of a verbal conversation with Subrecipient agency's identified point of contact. At this time, a corrective action is negotiated along with a resolution date. The communication is followed by written documentation in the form of a letter and/or email summarizing the identified problem, corrective action, and resolution date.
3. If the problem is not resolved by the resolution date, a second verbal conversation and written notification of the problem is made to Subrecipient agency's point of contact. Where appropriate, the point of contact's supervisor, program director, and/or CEO/Executive Director will also be included and/or copied. This contact will include a request for a written comprehensive corrective action plan from Subrecipient within 30 days of the written confirmation. In some cases, such as site visits, where immediate action is needed, an immediate corrective action plan will be completed. The corrective action plan shall contain a clear statement of the identified problem, plan of implementation to address the problem, and proposed timelines for completion. The Contract Compliance Officer or designated Grants Administration staff will provide technical assistance, if requested.
4. If the problem continues unresolved after 30 days, a meeting will be held with the Grants Administrator, Bureau Chief and/or Commissioner of Health, and Subrecipient agency representatives to discuss the situation, plans for immediate resolution that will result in compliance within 14 days, and the possibility of contractual penalties associated with non-compliance after 14 days.
5. If there is no resolution after meeting with the Bureau Chief and/or Commissioner of Health, a letter is forwarded from the Grants Administrator giving notice of the intent to either decrease the award amount by a minimum of 1% of the contract amount (to be deducted from the administrative line item) or of the intent to withdraw the funding completely.
6. The Subrecipient's award will be decreased by 1% of the contract amount deducted from the administrative line item for each unresolved issue.
7. Funding could be withdrawn from a Subrecipient if serious issues are not satisfactorily resolved in a timely manner.
8. Unresolved issues will be considered within the context of future funding allocations.

NOTE: Each Subrecipient issue/problem will be handled on a case-by-case basis, with the input of the Grants Administrator.

ATTACHMENT B

SCOPE OF WORK

The St. Louis Mental Health Board (“Subrecipient”) will issue mini-grants to community partners and organizations for programing to address Community Health Improvement Plan (CHIP) Action Team Implementation Plans needs.

Subrecipient and DOH will collaborate in the mini-grant process, including assuring that mini-grant awards are connected sufficiently with the Community Health Action Team Implementation Plans. The funding allocations via mini-grants approved by Subrecipient shall be subject to the final approval of DOH.

Subrecipient will award and administer the funding in the form of mini-grants to community partners and organizations.

Subrecipient will report to DOH on the organizations funded with mini-grants during the reporting period, the amounts funded, the nature of the projects and event funded, to which Goals, Objectives, Activities and Metrics in the CHIP Action Team Implementation Plans the funded projects and events relate, and the outputs and outcomes of the funded projects and events.

ATTACHMENT C

BUSINESS ASSOCIATE PROVISIONS

Subrecipient agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 160 and Part 164, Subparts A and E). Subrecipient acknowledges that pursuant to these regulations, it is a “Business Associate” of City, and as such, agrees to ensure the integrity and confidentiality of “Protected Health Information” (PHI) held, transmitted, disclosed, received or created on behalf of City.

1. In compliance with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under (collectively “HIPAA”), the Subrecipient constitutes a “Business Associate” as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR § 160.103. Therefore, the term, “Subrecipient” as used in this section shall also mean “Business Associate.”
2. Subrecipient shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used, but not otherwise defined, shall have the same meaning as those terms defined in 45 CFR § 160.103 and § 164.501, including, but not limited to the following:
 - a. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 - b. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - c. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of CITY.
 - d. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.501.
3. Subrecipient shall agree and understand that this agreement applies to any Protected Health Information (PHI), including but not limited to any oral or recorded information relating to past, present and future physical or mental health of an individual, the provision of health care to the individual or the payment for health care or that also contains information which makes it possible to identify the individual.
4. Subrecipient agrees to maintain the security and confidentiality of any Protected Health Information it receives from the City or creates or receives on behalf of the City as required by the aforementioned Attachment B — Scope of Work and applicable law without limiting the foregoing:

- a. Use and Disclosure of PHI: Subrecipient agrees that it will not use or further disclose PHI other than as expressly permitted by this Agreement or as required by law. However, Subrecipient may use and disclose PHI for the following purposes:
 - 1) To manage its internal business processes relating to its function under this Agreement; or
 - 2) When appropriate and agreed to by the parties, to provide data aggregation services, as defined by HIPAA, to the City.
- b. Safeguards: Subrecipient warrants that it will implement appropriate administrative, physical, and technical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent the use or disclosure of PHI for purposes other than as set forth in this Agreement. Subrecipient will provide the City with such information concerning such safeguards as the City may from time to time request, and will, upon reasonable request, give the City access for inspection and copying to Subrecipient's facilities used for the maintenance or processing of PHI and to its books, records, practices, Policies and Procedures concerning the use and disclosure of PHI, for the purpose of determining Subrecipient's compliance with this Agreement.
- c. Notification: Subrecipient agrees to notify the City within five (5) business days upon discovery of any unauthorized use or disclosure of PHI. Subrecipient agrees to report to the City any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.
- d. Accounting of Uses or Disclosures: Subrecipient shall maintain a record of all disclosures of PHI made for reasons other than as described in this Agreement and provide the following information to the City upon request:
 - 1) The date of the disclosure;
 - 2) The name and, if known, the address of the recipient of the PHI;
 - 3) Copy of the request for disclosure, accompanied by any necessary consents or authorizations;
 - 4) A brief description of the PHI disclosed;
 - 5) A statement that would reasonably inform the City of the purpose of the disclosure.
- e. Disclosures to Workforce and/or Third Parties: Subrecipient agrees to require its workforce and subcontractors/third parties to adhere to the restrictions and conditions regarding PHI contained herein, without limiting the foregoing:

- 1) Disclosures to workforce: Subrecipient agrees not to disclose PHI to any member of its workforce unless Subrecipient has advised such member of the workforce of Subrecipient's obligation under this section and the consequences for violation of these obligations. Subrecipient agrees to take disciplinary action against any member of its workforce that uses or discloses PHI in violation of this section.
 - 2) Disclosures outside of the workforce: Subrecipient will not disclose PHI to any other person or entity without the written approval of the City. Disclosures will be made only to those third parties that agree in writing to be bound by the requirements of this section for the express benefit of Subrecipient and the City. Subrecipient agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractors or third parties that create, receive, maintain, or transmit PHI on behalf of Subrecipient agree to the same restrictions, conditions, and requirements that apply to Subrecipient with respect to such information.
 - 3) Any use or disclosures to Subrecipient's workforce or third parties must be limited to the minimum necessary to achieve the purpose for the use or disclosure.
- f. Access to Records by the Subject of the Records: If Subrecipient is maintaining either: (1) the medical records and billing records about individuals by or for the City; (2) records of the enrollment, payment, claims adjudication and case or medical management records systems maintained for a health plan; or (3) records used, in whole or in part, by or for the City to make decisions about individuals, Subrecipient agrees to make the information available to the individual whose PHI is maintained by Subrecipient or the individual's legal representative for review, with the exception of: records relating to psychotherapy notes; information, compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding and; PHI that would be inaccessible to an individual under the Clinical Laboratory Improvements Amendments of 1988, 42 USC 263(a). If the individual requests amendment of PHI, Subrecipient will immediately notify the City of such request.
 - g. Government Access to Records: Subrecipient agrees to make available its policies, books and records related to the use and disclosure of PHI to the Secretary of the U.S. Department of Health and Human Services or his or her designee for the purpose of determining compliance with HIPAA requirements.
 - h. Term: The Term of this Agreement shall be effective as of date signed, and shall terminate when all of the Protected Health Information provided by the City to Subrecipient, or created or received by Subrecipient on behalf of the City, is destroyed or returned to the City, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information.
 - i. Termination: Without limiting the rights of the parties pursuant to Section (a) of this Agreement, if Subrecipient fails to adhere to its obligations under this Section(a), the City may, at its option:

- 1) Exercise its rights of access and inspection as set forth in Section (b), above;
 - 2) Require Subrecipient to submit to a plan of monitoring and reporting, as the City may require for compliance with this Agreement; and such plan shall be incorporated as a part of this Agreement; or
 - 3) Terminate this agreement with or without an opportunity to cure any breach or failure to adhere to the obligations contained within this section.
- j. Disposition of Records upon Termination: Subrecipient agrees to return or otherwise destroy all PHI received from or created or received on behalf of the City in accordance with established medical records doctrine or upon termination of this Agreement. Subrecipient shall continue to extend the protections of this agreement to all such PHI until the return or destruction of the PHI is completed.
 - k. Assistance with Consents and Authorizations: The City agrees to assist Subrecipient in obtaining any necessary consents or authorizations necessary for disclosure.
 - l. “Chain of Trust” and “Trading Partner” Provisions: In the event that Subrecipient discloses, uses or otherwise exchanges data electronically, in addition to the other provisions of this Agreement, Subrecipient shall abide by the terms and conditions of this Section.
 - 1) Information Safeguards: Subrecipient will develop, implement, maintain and use, at its own expense, such appropriate administrative, technical and physical safeguards as may be required from time to time to maintain compliance with HIPAA and to preserve the integrity and confidentiality of and to prevent non-permitted or violating use or disclosure of PHI, which is transmitted electronically.
 - 2) Standard Transactions: If Subrecipient conducts “Standard Transactions” as that term is defined within 45 CFR Part 162, for or on behalf of the City, Subrecipient will comply and will require each subcontractor or agent involved with such Standard Transactions, to comply, with each applicable requirement of 45 CFR Part 162. Subrecipient will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the Standard Transactions conducted for or on behalf of the City that: (i) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is marked “not used” in the Standard Transaction’s implementation specification or is not in the Standard Transaction’s implementation specification; or (iv) changes the meaning or intent of the Standard Transaction’s implementation specification.
 - m. Amendments: Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or

of this state relating to any such law, or the publication of an interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the City may, by written notice to Subrecipient, amend this Agreement in such a manner as the City deems necessary to comply with such law or regulation, If Subrecipient disagrees with such amendment, it will notify the City in writing within thirty (30) days of the City notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement by written notice to the other.

- n. Breach of Contract: In the event Subrecipient is in breach of contract with regard to the business associate provisions included herein, Subrecipient shall agree and understand that in addition to the requirements of the contract related to expiration/termination/cancellation of contract, if the City determines that termination or cancellation of the contract is not feasible, the City may elect not to terminate or cancel the contract, but the City shall report the contractual breach to the Secretary of the U.S. Department of Health and Human Services.

ATTACHMENT D

STATE OF _____)
COUNTY OF _____)ss.

AFFIDAVIT OF UNAUTHORIZED ALIEN EMPLOYEES

Before me, the under signed Notary Public, personally appeared _____
(Name) who, by me being duly sworn, deposed as follows:

My name is _____ (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein state:

I am the _____ (Position/Title) of _____
(Subrecipient), and I have the legal authority to make the following assertions:

_____ (Subrecipient) does not knowingly employ any person who is an unauthorized alien in connection with is Agreement.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

ATTACHMENT E

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared _____ (Name)
who, by me being duly sworn, deposed as follows:

My name is _____ (Name), I am of sound mind, capable of making
this Affidavit, and personally acquainted with the facts herein state:

I am the _____ (Position/Title) of _____
(Contractor), and I have the legal authority to make the following assertion and certification
and do hereby certify that pursuant to RSMO. Section 34.600, _____
(Contractor) is not currently engaged in and shall not, for the duration of the contract,
engage in a boycott of goods or services from the State of Israel; companies doing business
in or with Israel or authorized by, licensed by, or organized under the laws of the state of
Israel; or persons or entities doing business in the state of Israel.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this
_____ day of _____, 20____.

Notary Public

My Commission Expires:

ATTACHMENT E

TERMS AND SUPPLEMENTARY CONDITIONS

In consideration for receiving the funds hereunder as a contractor (hereinafter referred to as “Contractor”) for eligible expenses, the Contractor shall comply with the following required terms and conditions to the Agreement (the “Supplementary Conditions”).

The Contractor shall attach these Supplementary Conditions to all subcontracts and shall require that all subcontractors attach these Supplementary Conditions to their sub-subcontracts at all levels. When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “City” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause the City to be in violation of these Supplementary Conditions.

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of these Local Public Health Agency Accreditation Assistance funds through the State of Missouri, Department of Health from the Senior Services from the U.S. Department of Health and Human Services (“Funds”), shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the decision of the City such provision shall forthwith be inserted and written notice provided to Contractor.
2. **STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Funds, including but not limited to the applicable Office of Management and Budget Circulars and 2 CFR 200 *et seq.* as codified in 45 CFR 75 *et seq.* applicable to awards from the U.S. Department of Health and Human Services (the “Uniform Guidance”). The Contractor, and, if applicable, subcontractors, shall only use Funds for eligible activities as described under all applicable laws and regulations governing the use of Funds. The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under these Funds. The

Contractor shall return to the City any funds disallowed within sixty days of notification by the City to return such funds.

3. **BREACH OF CONTRACT TERMS.** The City reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Contractor or any of its subcontractors violate or breach any Agreement term. If the Contractor or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
4. **PUBLICATIONS.** Any publications produced with funds from the federal award must display the following language: “This project is supported [in whole or in part] with federal received by the City of St. Louis, through the State of Missouri, Department of Health and Senior Services from the U.S. Department of Health and Human Services. ”
5. **ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS.** The Contractor must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow City to comply with the applicable regulations governing use of the Funds, including, but not limited to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit.
6. **RECORDS AND REPORTING REQUIREMENTS.** The Contractor shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the City under the Agreement (the “Records”) consistent with generally accepted bookkeeping practices. The City and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the City or, if no such office is available, at a mutually agreeable and reasonable venue within the City, for the term specified above for the purposes of inspection, auditing and copying. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the City. The Contractor shall cooperate with all City efforts to comply with the Funds related requirements and regulations pertaining to recordkeeping and reporting.
7. **SAM.** Contractor will comply with the regulations relating to Universal Identifier and System for Award Management according to 2 CFR Part 25 and Appendix A thereto. Contractor must:
 - a. Be registered in the SAM prior to submission of an application or plan;
 - b. Maintain an active SAM registration with current information, including

information on a recipient's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and

- c. Provide its unique entity identifier in each application or plan it submits to the Federal awarding agency.
 - d. Review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete.
8. **DEBARMENT AND SUSPENSION.** The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Contractor is required to verify that the Contractor and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.
9. **CONFLICTS OF INTEREST.** The Contractor shall notify the City in writing as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the City is able to assess such actual or potential conflict. The Contractor shall provide the City any additional information necessary for the City to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the City, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. By execution of this Agreement, Contractor affirms that it has no conflict of interest arising from performance of work.
10. **SUBCONTRACTING/ASSIGNABILITY.** The Contractor shall not subcontract nor assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the City.

11. **PROCUREMENT.** The Contractor shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326. These requirements generally require an open and competitive process for subcontractors, with limited and specific exceptions. The Contractor must maintain records sufficient to detail the history of procurement and provide such records to the City. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
12. **LOBBYING (Applicable to Agreements exceeding \$100,000).** The Contractor certifies, to the best of its knowledge and belief, that:
- a. 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 an 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, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. 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 this 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.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors and subrecipients shall certify and disclose accordingly. 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 the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). 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.

13. **AUDIT / ACCESS TO RECORDS.** The City, the State of Missouri, Department of Health and Senior Services, the U.S. Department of Health and Human Services, the Comptroller General of the United States, the Government Accountability Office, the Pandemic Relief Accountability Committee, the Office of the Comptroller of the City, and any other authorized oversight agencies, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Contractor's

accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and City guidelines. The Contractor agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the City's right to audit and/or access Contractor records that may be provided under the Agreement.

14. [Reserved]

15. CITY SEAL, LOGO, AND FLAGS. The Contractor shall not use the City seal(s), logos, crests, or reproductions of flags or likenesses of City agency officials without specific City pre-approval.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Agreement. False statements or misrepresentations in a proposal to obtain federal funds automatically will disqualify an applicant. If false statements or misrepresentations are discovered after such funds are awarded, the funds and contract will be in default and the City may declare all or any part of the funds paid out immediately due and repayable and the Agreement voidable at the discretion of the City.

17. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200.

18. NONDISCRIMINATION. 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:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d et seq.) 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;
- b. Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. § 206(d));
- c. 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;

- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 et seq.) as implemented by all applicable regulations;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - f. Equal Employment Opportunity-E.O. 11246, as amended by E.O. 11375, and as supplemented by regulations at 41 CFR part 60; and
 - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements.
19. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin (including limited English proficiency), disability, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate. Contractor shall provide data as requested by the City to demonstrate compliance with these requirements.
20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.
21. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
22. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.
23. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO

SMOKE. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), 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 Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act 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 Pro-Children Act 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.

- a. The Contractor certifies that it will comply with the requirements of the Pro-Children 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 Pro-Children Act.
- b. 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 subcontractors and subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day

24. DRUG FREE WORKPLACE. The Contractor certifies it shall provide a drug-free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this Agreement under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to: City Counselor's Office, Attn: Deputy City Counselor for Transactions, City Hall Room 314, 1200 Market Street, St. Louis, MO 63103.

25. RELOCATION ASSISTANCE. The Contractor will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

26. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS. 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,

- a. Whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment;
 - b. 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; and
 - c. The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.
27. **CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT.** 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.).
28. **LABOR STANDARDS.** Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
29. **LEAD-BASED PAINT.** Contractor will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
30. **POLITICAL ACTIVITY (HATCH ACT).** The Contractor will comply with the provisions of the Hatch Act (3 USC Sections 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
31. **HUMAN TRAFFICKING.** The Contractor assures that it and its subcontractors shall comply with EO 13333, (March 16, 2004), Amending Executive Order 13257, to implement the Trafficking Victims Protection Reauthorization Act of 2003. The Annual Agreement may be terminated without penalty, if the grantee or any subgrantee, or the contractor or subcontractor engages in: “(i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or (iv) acts that directly support or advance trafficking in persons.” (22 U.S.C. § 7104(g)).
32. **SEAT BELT USE.** Pursuant to EO 13043 (April 16, 1997), Increasing Seat Belt Use in the United States, the Contractor and its subcontractor are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

33. **TEXT MESSAGING.** Pursuant to EO 13513 (October 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
34. **PRE-AWARD COSTS.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
35. **DISCLAIMER.** The United States expressly disclaims any and all responsibility or liability to City, Contractor, or third persons for the actions of City, Contractor, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by City and Contractor, does not in any way establish an agency relationship between the United States and Recipient.
36. **TITLE VI ASSURANCES.** By entering into this agreement, Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents. Contractor acknowledges that federal Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (“LEP”). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Contractor’s programs, services, and activities. Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assignees for the period in which such assistance is provided.

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Contractor shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Contractor shall comply with information requests, on-site compliance review, and reporting requirements.

Contractor shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Contractor shall provide to the City documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Contractor and the administrative agency that makes any such finding. If Contractor settles a case or matter alleging such discrimination, Contractor must provide to the State documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, Contractor shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

37. ADDITIONAL CONDITIONS.

- a. The Contractor shall notify the City in writing within 30 days after a change occurs in its primary personnel involved in managing this Agreement.
- b. The Contractor shall notify the City in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this Agreement. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.

- c. 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.
- d. The Contractor shall provide its Unique Entity Identifier (UEI) number to the City. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the City of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its UEI number. The City shall withhold the award of this Agreement until the Contractor submits the UEI number to the Department and the Department has verified the UEI.

BOARD BILL NUMBER 12

FISCAL NOTE

Preparer's Name: _ Craig Schmid _____

Phone Number or Email Address (will be available publicly): (314) 657-1534 _____

Bill Sponsor: Alderwoman Boyd _____

Bill Synopsis:	This Board Bill authorizes the Department of Health (the “DOH”) to accept a Local Public Health Agency Accreditation Assistance (“LPHAAA”) grant award of up to \$239,890.00 from the Missouri Department of Health and Senior Services (“MoDHSS”) for the purpose of investing in efforts and activities pursuing public health reaccreditation; appropriating such funds to the Department of Health; authorizing the expenditure of such funds to fulfill the obligations of said grant; authorizing contracts and other documents, including an Intergovernmental Cooperation Agreement with St. Louis Mental Health Board (STLMHB), to expend such funds; and containing an emergency clause
Type of Impact:	A. Provide staff development opportunities consistent with our workforce development plan implementation to meet Public Health Accreditation Board (PHAB) Standard 8.2.1, thereby helping ensure staff have the skills needed to perform their job functions and increase competency related to equity. Example activities include, but are not limited to preparing for credentialing exams related to accreditation such as: Certified in Public Health (CPH), CHES (Health Education Specialist), SAS Certification, ASQ Quality certification, etc, B. Staff training for emergency preparedness in order to meet PHAB Standard 2.2 by conducting tabletop exercises and full-scale simulation exercises running through emergency scenarios. C. Meeting PHAB Standard 1.1.1 Community Health Assessment which has comprehensive, broad-based by conducting general community focus groups and/or through administration of surveys including gift card incentives. D. Establish a mini-grant program for community partners and organizations for programming to address Community Health Improvement Plan (CHIP) Action Team Implementation Plan needs.

Agencies Affected:	Department of Health (the “DOH”)
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SECTION A

Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? __Yes _X_No.
(internal infrastructure only using grant funds)
- An undertaking of a new service for which no funding is provided in the current adopted city budget? ____Yes _X_ No.

- If the answer is yes to any of the above questions, then a fiscal note must be attached to the board bill. Complete Section B of the form below.**

- Does the bill require the construction of any new physical facilities? ____ Yes X No.
 - If yes, describe the facilities and provide the estimated cost:
- Is the bill estimated to have a direct fiscal impact on any city department or office?
__Yes __X__No.
 - If yes, explain the impact and the estimated cost:
- Does the bill create a program or administrative subdivision? ____Yes XNo.
 - If yes, then is there a similar existing program or administrative subdivision?
____Yes____No.
 - If yes, explain the how the proposed programs or administrative subdivisions may overlap:

-
- Describe the annual operating, equipment, and maintenance costs that would result from the proposed bill, as well as any funding sources: NA

Complete the chart below to list the total estimated expenditures required of the City resulting from the proposed board bill and any estimated savings or additional revenue.

Financial Estimate of Impact on General Fund			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	0	0	0
Additional Revenue	0	0	0
Net	0	0	0
Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	0	0	0
Additional Revenue	0	0	0
Net	0	0	0

- Describe any assumptions used in preparing this fiscal note:

Acceptance and expenditure of grant funds for the purposes authorized only.

- List any sources of information (including any City officials, agencies, or departments) used in preparing this fiscal note:
- Have the financial estimates of this bill been verified by the City Budget Division?

___Yes_X_No.

 - If yes, by whom?_____.