

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the

16th

day of

April

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached additional temporary amendments to Boone County Personnel policies 4.5 and 2.6, replacing the temporary amendments contained in Commission Order 136-2020. (Updated language is in bold)

The County also hereby creates an additional temporary personnel policy 5.8.1 COVID Care Leave, attached hereto, that will be in effect from April 27, 2020 through December 31, 2020.

4.5 Emergency Closing of County Services and Buildings

If the Boone County Commission makes the decision to close County offices and departments, or recommends offices and departments go to minimum/essential staffing levels, for any reason or circumstance deemed appropriate or necessary, all employees will receive **either:**

- 1) One (1) hour additional sick leave for each hour County operations are suspended up to a maximum of eight (8) hours per normally scheduled workday for full time employees (and a proportional amount for employees in positions budget at less than full-time). Employees in Offices and Departments that are required to stay open, or employees who are designated by their Administrative Authority as essential for minimum staffing level purposes, will receive the same amount of sick leave hours added to their balances.

Or,

- 2) **Paid administrative leave sufficient to makeup a shortfall between the number of hours an employee is able to work (either remotely or on-site), in the relevant workweek, and their regularly scheduled hours for the same workweek.**

The Commission will determine which leave option(s) it will utilize for any relevant time period.

In addition, employees who are in Offices and Departments that close have the options listed in County policy 4.4 Inclement Weather. This policy does not apply when the offices and departments are closed for official paid holidays.

2.6: Sick Leave

Employees may use sick leave under the following conditions:

1. The employee is unable to perform his or her duties due to illness or injury.
2. Medical or dental care of an employee or dependent (immediate family).

3. The employee has been exposed to a contagious disease(s) and may endanger others through contact.

4. Illness of employee's spouse, child, mother, father, brother, sister, legal wards, mother-in-law, and father-in-law requiring the employee to attend or care for such individual under the directives of a licensed physician.

5. Pre-natal and post-natal care under the directives of a licensed physician.

Additional Temporary COVID-19-Related Conditions:

6. To offset a shortfall in hours worked when the employee's Administrative Authority has decreased office staffing levels and ordered the employee to not report to work.

7. When the employee self-quarantines while awaiting COVID-19 testing results or due to their status as a person at higher risk of harm due to a chronic medical condition like heart or lung disease, diabetes, or advanced age (age 70+).

- While under self-quarantine, employees are expected to stay home, except to take care of necessary activities such as grocery shopping, health care, or pharmacy visits and to avoid non-essential contact with others.

8. Due to an employee's current diagnosis of COVID-19 infection, quarantine as instructed by a health care provider, to care for another person who has COVID-19 or is under a health care directed order to quarantine due to COVID-19.

These temporary policies will remain in place until rescinded through a subsequent Commission order.

Done this 16th day of April 2020.

Daniel Atwill



Daniel K. Atwill
Presiding Commissioner

ATTEST:



Brianna L. Lennon *DLB*
Clerk of the County Commission

Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 20

In the County Commission of said county, on the 16th day of April 20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby further extend the recommendation made in Commission Orders 137-2020 and 168-2020 that Boone County Government offices and departments go to minimum/essential staffing levels, to include the time period from 12:00 am Monday April 20, 2020 through 11:59 pm on Friday, May 1, 2020.

For the period from 12:00 am April 20, 2020, through 11:59 pm on Sunday, April 26, 2020, all regularly scheduled non-13th Judicial Circuit, County employees will receive one (1) hour additional sick leave for each hour County operations are suspended up to a maximum of eight (8) hours per normally scheduled workday and forty (40) hours per workweek, for full time employees (and a proportional amount for employees in positions budget at less than full-time).

For the period from 12:00 am April 27, 2020, through 11:59 pm on Friday, May 1, 2020, all regularly scheduled County employees will receive paid administrative leave sufficient to makeup any shortfall between the number of hours the employee is able to work (either remotely or on-site) in the relevant workweek, and their regularly scheduled hours for the same workweek.

Employees who are using eFMLA during the period this essential/minimum staffing level Order is in effect will not receive additional sick or administrative leave during this period but will instead receive eFMLA leave, pursuant to the Families First Coronavirus Response Act and the CARES Act.

Done this 16th day of April 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission *DKB*

Daniel Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner

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STATE OF MISSOURI

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April Session of the April Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

16th

day of

April

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement for Purchase of Services between Boone County and The Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute) for COVID-19 Response Plan: Mental Health.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 16th day of April 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission *DLB*

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: April 1, 2020
RE: Emergency Purchase Agreement: *16-30SEP20E - COVID-19 Response Plan - Mental Health*

Attached for signature is a contract for a non-bid, emergency services contract:
16-30SEP20E - COVID-19 Response Plan - Mental Health.

The purpose of this contract is to increase access for immediate, brief support for Boone County children, youth and families through existing mental health providers using telehealth modalities. Cost of service is \$80.00/hour for up to 1,250 hours.

Contract is with the Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute) of Columbia, Missouri. Total cost of agreement is \$121,850.00 (\$100,000 for service and \$21,850 for administrative costs) and will be paid from department 2161 - Outside Services, account 71100 - Community Children's Services Fund. We currently have a remaining budget of \$750,000.

cc: Contract File



AGREEMENT FOR PURCHASE OF SERVICES
Emergency Service Contract
COVID-19 RESPONSE PLAN: MENTAL HEALTH

THIS AGREEMENT dated the 16th day of April, 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board, hereinafter called "County or BCCSB" and **The Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute)** a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as the **Family Access Center for Excellence or FACE of Boone County**.

WHEREAS, the BCCSB, under the provisions of 67.1775 and 210.861 of the Revised Statutes of Missouri, has the right to expend monies from the Children's Services Fund (CSF) for the purposes of funding services to children and youth 19 years of age and younger, and their families residing in Boone County; and

WHEREAS, FACE of Boone County has submitted a complete Request for Funding Proposal to the BCCSB detailing the services and other supports to be provided; and

WHEREAS, the BCCSB has approved the Request for Funding Proposal in whole or in part as hereinafter set forth.

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

FUNDING ALLOCATION FOR SERVICES RENDERED BY FACE OF BOONE COUNTY

FACE of Boone County is expected to the greatest extent possible to maximize funding from all other sources. FACE of Boone County shall periodically, upon request, furnish to the BCCSB information as to its efforts to obtain such other sources of funding. FACE of Boone County shall only request reimbursement for services not reimbursable by any other source. FACE of Boone County shall not invoice the Children's Services Fund (CSF) for units of service invoiced to another funding source. FACE of Boone County shall provide documentation and assurance to the BCCSB that requests for reimbursement from the CSF is not a duplication of reimbursement from any other source of funding.

1. **County Funding Policy.** The BCCSB Funding Policy is to be taken as part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** FACE of Boone County will perform the services and carry out the activities as set forth in this agreement. This agreement shall consist of Boone County Emergency Declaration Number **16-30SEP20E** (COVID-19), FACE of Boone County's quote, Work Authorization, Insurance Certificate and attached Required Clauses from Federal Emergency Management Agency. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control over FACE of Boone County's quote.

3. **Purchase.** The BCCSB agrees to purchase from FACE of Boone County and FACE of Boone County agrees to provide **access for immediate, brief support for Boone County children, youth and families through existing mental health providers using telehealth modalities**, as described and in compliance with the attached quote. The total allowable compensation under this agreement shall not exceed **\$121,850.00** unless compensation for specific identified additional services is authorized and approved by the County in writing in advance of rendition of such services for which additional compensation is requested.

4. **Contract Duration.** This agreement shall commence on the **date of award and extend through December 31, 2020** subject to the provisions for termination specified below. FACE of Boone County agrees and understands that the County may require supplemental information to be submitted at the request of the County.

5. **Billing and Payment.** For the Purchase of Service Contract, the unit rate for services is the mutually agreed upon unit rate as provided in the table below.

Therapy provided by mental health providers: \$100,000.00
1-unit therapy = 50 minutes therapy / 10 minutes document completion
1,250 units @ \$80.00 / unit

Administrative Costs: \$21,850.00
1,250 units @ \$17.48 / 1 hour of unit billed

All billing shall be invoiced monthly to the County promptly after services were provided; a final invoice shall be sent thirty (30) days following the end or termination to the Contract. The County agrees to pay all monthly statements within thirty days of receipt of a correct and valid invoice/monthly statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of FACE of Boone County, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the County. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the County shall have no obligation to continue payment.

REPORTING, MONITORING, AND MODIFICATION

7. **Reporting.** The BCCSB shall utilize this agreement along with FACE of Boone County's quote to monitor service delivery and program expenditures. FACE of Boone County agrees to submit to the County a monthly report with the monthly statement. Payments may be withheld from FACE of Boone County if reports designated here are not submitted on time, until such time as the reports are filed and approved. Reporting requirements will include but are not limited to information regarding organization's outcomes and indicators, client demographic information, and other information and data deemed appropriate by the County.

8. **Audits.** FACE of Boone County also agrees to make available to the BCCSB a copy of its annual audit upon completion of the auditing agency. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the BCCSB requires that the management report of any audit as it relates to the BCCSB program activities be made available to the BCCSB as part of the required audit. Payment may be withheld from FACE of Boone County, if reports designated here are not made available upon request.

9. **Monitoring.** FACE of Boone County agrees to permit the BCCSB, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the County to monitor, survey and inspect FACE of Boone County's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, FACE of Boone County hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the BCCSB or its designee(s) all records, facilities, and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CSF funds and all other matters set forth in the contract.

10. **Modification or Amendment.** In the event FACE of Boone County requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the County for approval. A board resolution from FACE of Boone County may be required with the request. For consideration of a request to modify or amend the contract, requests should be submitted to the Director of the Community Services Department for consideration.

OTHER TERMS OF THIS CONTRACT

11. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Children's Services Fund shall be investigated in accordance with FACE of Boone County's policies and procedures and in accordance with any local/state/federal regulations. FACE of Boone County agrees to notify the County through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the County of any substantiated allegations. FACE of Boone County must comply with Missouri law regarding confidentiality of client records.

12. **Discrimination.** FACE of Boone County will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

13. **CSF to be used for Services Provided.** FACE of Boone County agrees that the CSF funds shall be used exclusively for the services provided to children and youth 19 years of age or less and their families and for administrative costs directly related to FACE of Boone County's provision of such services.

14. **Accreditation/Licensure/Certifications.** FACE of Boone County must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.

15. **Conflict of Interest.** FACE of Boone County agrees that any conflicts of interest between its Board and/or employees and FACE of Boone County shall be appropriately identified and managed.

16. **Subcontracts.** FACE of Boone County may enter into subcontracts for components of the contracted service as FACE of Boone County deems necessary within the terms of the contract. All such subcontracts require the written approval of the BCCSB or their designated representative. In performing all services under the resulting contract agreement, FACE of Boone County and subcontractor shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

17. **Employment of Unauthorized Aliens Prohibited.** FACE of Boone County agrees to comply with Missouri State Statute section 285.530. FACE of Boone County also agrees that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. FACE of Boone County shall require each subcontractor to affirmatively state in its Agreement with FACE of Boone County that the

subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

18. **Litigation.** FACE of Boone County agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against FACE of Boone County or any individual acting on FACE of Boone County's behalf, including subcontractors, which seek to enjoin or prohibit FACE of Boone County from entering into this contract agreement of performing its obligations under this agreement.

19. **Board Ownership.** If FACE of Boone County ceases to be funded by the County or ceases to provide programs and services for Boone County children, youth, and their families, pursuant to this contract, all capital equipment, materials, and buildings purchased with CSF funds shall be returned to Boone County unless so otherwise approved by a majority vote of BCCSB. In addition, if FACE of Boone County no longer uses capital equipment, materials, or buildings purchased with CSF funds for its original intent, FACE of Boone County will need approval to re-direct the use of such.

20. **Failure to Perform/Default.** In the event FACE of Boone County, at any time, fails or refuses to perform according to the terms of this contract, as determined by the BCCSB, such failure or refusal shall constitute a default hereunder, and the County will be relieved of any further obligation to make payments to FACE of Boone County as set out herein. This contract will be terminated at the option of the County.

21. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, this agreement may be terminated by the County upon 15 days' advance written notice for any of the following reasons or under any of the following circumstances:

a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or

b. The County may terminate this agreement if key personnel providing services are changed such that in the opinion of the County delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of the County, or

c. The County may terminate this agreement should FACE of Boone County fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or

d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

Upon receipt of notice of termination, FACE of Boone County shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. The County shall reimburse FACE of Boone County for outstanding expenses incurred up to the date of termination, including uncancellable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

22. **Insurance Requirements.** FACE of Boone County shall not commence work under this contract until they have obtained all insurance required in this section and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

a. **Worker's Compensation and Employers' Liability Insurance:** FACE of Boone County shall take out and maintain during the life of this contract, Worker's Compensation and Employers' Liability Insurance for all their employees employed at the site of work, and in case any work is sublet, FACE of Boone County shall require the subcontractor similarly to provide Worker's Compensation Insurance and Employers' Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by FACE of Boone County.

Worker's Compensation and Employers' Liability Insurance coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

b. **Comprehensive General Liability Insurance:** FACE of Boone County shall take out and maintain during the life of this contract, such Comprehensive General Liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. FACE of Boone County shall furnish the County with Certificate(s) of Insurance which name the County of Boone – Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

Except where there is self-funded coverage, FACE of Boone County shall provide the County with proof of Comprehensive General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of FACE of Boone County in fulfilling the terms of this contract

during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to FACE of Boone County.

c. **Professional Liability Insurance:** FACE of Boone County is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00. A program of self-funding can be used in place of insurance.

d. **Commercial Automobile Liability:** FACE of Boone County shall maintain during the life of this contract, Commercial Automobile Liability Insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the FACE of Boone County's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work. A program of self-funding can be used in place of insurance.

23. **Indemnification.** To the extent permitted under Missouri law, FACE of Boone County agrees to hold harmless, defend and indemnify the BCCSB, the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of FACE of Boone County (meaning anyone, including but not limited to consultants having a contract with FACE of Boone County or subcontractor for part of the services), or anyone directly or indirectly employed by FACE of Boone County, or of anyone for whose acts FACE of Boone County may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its negligence.

24. **Publicity by FACE of Boone County.** FACE of Boone County shall notify the BCCSB of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. FACE of Boone County will acknowledge the County as a funding source whenever publicizing CSF funded program. FACE of Boone County will collaborate with the BCCSB to inform the community about the ways its tax dollars are being invested in services and supports. FACE of Boone County agrees to acknowledge the Children's Services Fund as a funding source on written and electronic publications including brochures, annual reports, and newsletters.

25. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and FACE of Boone County. The County

does not recognize any of the FACE of Boone County's employees, agents, or volunteers as those of the County.

26. **Binding Effect.** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

27. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

28. **Record Retention Clause.** FACE of Boone County shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

29. **Notice.** Any written notice or communication to the County shall be mailed or delivered to:

Boone County Purchasing
613 E. Ash Street
Columbia, MO 65201

Any written notice or communication to FACE of Boone County shall be mailed or delivered to:

The Curators of the University of Missouri
On behalf of the Missouri Prevention Science Institute
Office of Sponsored Programs
115 Business Loop 70 West, Mizzou North, Room 401
Columbia, MO 65211

30. **Force Majeure.** Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the party. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fire, floods, pandemic, epidemic, travel restrictions, quarantine restrictions, freight embargoes, civil commotion or the like.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**The Curators of the University of Missouri
On Behalf of the Missouri Prevention
Science Institute**

By: DocuSigned by:
Michelle L. Leaton
B0B5A8EC7FCE40E...
Signature

By: Michelle L. Leaton / Pre-Award Manager
Printed Name/Title

Boone County, Missouri
By: Boone County Commission

By: DocuSigned by:
Daniel K. Atwill
BA4B934CED6E4EB...
Presiding Commissioner

By: Boone County Children's Services Board
DocuSigned by:
[Signature]
G1246EF42GG84CC...
Board Chair

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
7D71DEAEB9D74DD...
County Counselor

ATTEST:

DocuSigned by:
Brianna L Lennon by MT
7D82DA986BF6495...
County Clerk

AUDITOR CERTIFICATION: In accordance with RSMo. §50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:
Dune Bickford by pj
447B4E3F10847D... 4/8/2020 (2161/71100/\$121,850.00
Signature Date Appropriation Account

An Affirmative Action/Equal Opportunity Employer

Scope of Work for

COVID-19 Response Plan: Mental Health

Purpose: The purpose of this proposed plan is to increase access for immediate, brief support for Boone County children, youth and families through existing mental health providers using telehealth modalities.

Strategic Partner: Family Access Center of Excellence (FACE) of Boone County will be a strategic partner in facilitating this increase in access to potential mental health providers. FACE is working to assess current capacity of private practitioner to deliver telehealth and telephonic services. Through the Missouri Prevention Science Institute (MPSI), FACE and the Center for Evidence-Based Youth Mental Health (CEBYMH) will coordinate providers who can provide brief interventions for those impacted by the COVID-19 Pandemic. This will include fiscal management of funds purchased through the Boone County Children's Services Fund.

Funding Outputs:

- Total Funding to be Provided: \$121,847.25
- Total funding for delivery of services: \$100,000.00
- Unit Measure: 1 hour of therapy (includes 50 minutes of therapy intervention for the client with 10 minutes to complete documentation).
- Unit Rate: \$80.00
 - This is a midpoint of what HMOs, Medicaid, and private insurers pay for this service.
- Units: Up to 1,250 units of service.
- Administrative costs: Costs for delivering this innovative and needed service will be covered through units of service at \$17.48 per unit. This unit will allow for proportional billing of units of therapy provided through FACE's coordination and will be reimbursed monthly. This covers administrative duties of the fiscal manager at MPSI, staff time, and indirect costs. Staff duties of the fiscal manager include:
 - process all consultation contracts for all private providers and agencies who will receive payments
 - gather all signed contracts and fiscal paperwork (i.e., W9 forms, etc.)
 - process payments once services have been provided

Process: Children, youth, and families utilizing FACE services with identified need for brief intervention from provider will be connected to providers by FACE Clinical Case Managers. Providers will utilize telephonic or telehealth platforms to deliver up to six sessions per individual.

Provider will document units of service provided through Therapy Tracker. This software allows for tracking billing information for providers involved in CEBYMH trainings at no cost. Providers

will bill FACE for reimbursement of services at no cost to the family. At this time, insurances and other payors will not be billed. This will allow for more immediate access for families.

Providers will collect the following information for every individual involved in therapeutic intervention(s):

- Date of session, who is in attendance (number of persons)
- Generic focus on the topic of the session (stress management, coping, etc.)
- Child demographics (sex, race, age/eth, primary and secondary problem)
- Attestation that the child was a Boone County Resident

FACE will collect the following information from referred families connected with these providers:

- Top problems assessment data

Other Considerations: This plan is intended to meet short term needs of children, youth, and families experiencing a need to immediately connect with providers in the wake of COVID-19. As such, FACE will return unused funds to the Boone County Children’s Services Fund or as directed. If additional funding is needed to meet the current need of Boone County families, FACE must request additional funding in writing to the Director of the Boone County Community Services Department.

REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated in this solicitation and subsequent contract. By submitting a Proposal in response to this solicitation, the vendor acknowledges and agrees to adhere to the specific requirements of these clauses.

ACCESS TO RECORDS

The following access to records requirements applies to the contract:

1. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required, attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

a. 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 Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 fail SECTION 5 – ATTACHMENTS RFP Number: 18-0905 73

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (\$100K+)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY POLICY AND CONSERVATION ACT

Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

ROYALTIES AND PATENTS

The contractor hereby guarantees that they has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents,

trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the contractor to pay for all such royalties and costs. The contractor shall hold and save Boone County, Missouri, its officers, agents, servants and employees, harmless from liability of any kind or nature, including reasonable attorney's fees, for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against contractor of County with respect to contractor's ownership and/or authority, the County may withhold payment of any sums otherwise required to be paid hereunder.

CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION

- a. The contractor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the contractor in furtherance of this contract shall be the property of the County. The contractor shall take such action as is necessary under law to preserve such property rights of the County while such property is within the control and/or custody of the contractor. By this contract, the contractor specifically waives and/or releases to the County any cognizable property right of the contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, responses, et cetera.
- b. The contractor understands and agrees that data, materials, and information disclosed to contractor may contain confidential and protected data. Therefore, the contractor promises and assures that data, material, and information gathered, based upon or disclosed to the contractor for the purpose of this contract, shall not be disclosed to others or discussed with other parties without the prior written consent of the County.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request . of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the vendor must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DHS SEAL, LOGOS AND FLAGS

The contractor shall not use the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

EQUAL EMPLOYMENT OPPORTUNITY (\$10K+)

For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to

be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as SECTION 5 – ATTACHMENTS RFP Number: 18-0905 76 provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

COPELAND "ANTI-KICKBACK" ACT (for all construction and repair)

For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT (Construction \$2K+)

Applicability of Davis-Bacon Act - The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - (construction, \$2K+; employment of mechanics/laborers, \$2,500+)

For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

REMEDIES

The County shall have all rights and remedies afforded under the U.C.C. and Missouri law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

TERMINATION

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination for Convenience - The County may terminate the Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

Termination for Cause - In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years - If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

CHANGES

Alterations, amendments, changes, modifications or additions to the contract shall not be binding on the County without prior written approval.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned 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, loan, and cooperative agreements) and that all 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 section 1352, title 31, U.S. Code. 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.

Contractor Signature

Date

ATTACHMENT B

(Please complete and return with Proposal Response)

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Organization.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Karen M. Geren, Authorized Signer, Grants & Contracts

Name and Title of Authorized Representative

Karen M. Geren

Signature

7-12-19

Date

ATTACHMENT C

**WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Boone)
) ss
State of Missouri)

My name is Karen M. Geren. I am an authorized agent of The Curators of the University of Missouri (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Karen M. Geren 7/12/2019
Affiant Date

Karen M. Geren

Printed Name

Subscribed and sworn to before me this 12 day of July, 2019.



Michelle L. Leaton
Notary Public

Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.



CERTIFICATE OF LIABILITY INSURANCE

8/1/2020

DATE (MM/DD/YYYY)
7/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED 1308583 The Curators of the University of Missouri 1105 Carrie Francke Dr. Columbia MO 65211	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Safety National Casualty Corporation</td> <td style="text-align: center;">15105</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Safety National Casualty Corporation	15105	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CURUN02 **CERTIFICATE NUMBER:** 11964743 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	SP 4061136 SIR: \$750,000	8/1/2019	8/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 11964743 FOR INFORMATIONAL PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



RE: University of Missouri Self-Funded Auto/General Liability/Self-Insured Workers' Compensation

To Whom It May Concern:

The Curators of the University of Missouri has a Self-funded Retention Program for its auto and general liability losses. The Self-funded Retention Program is used to provide payment for exposures and claims arising from the negligence of the University, its officers, agents and employees and for which the University, its officers, agents and employees are found to be liable.

The self-funded auto/general liability retention program has a limit of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Reserves for the program are determined annually and set aside by the University for the Self-funded Retention Program.

The Curators of the University of Missouri is an approved Missouri self-insurer for Workers' Compensation coverage. All employees, including some student employees, part-time employees and some volunteers are covered by Worker's Compensation. A specific fund is maintained, based on actuarial determination, to cover obligations arising from the Workers' Compensation Exposure.

Should you require additional information, please advise.

Sincerely,

Ed Knollmeyer

Ed Knollmeyer
Director, Risk & Insurance Management

EK

181 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

April Session of the April Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

16th

day of

April

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement for Purchase of Services between Boone County and Child Abuse & Neglect Emergency Shelter, Inc. for Childcare Subsidy for Essential Employees in Boone County.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 16th day of April 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission *DKB*

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: April 16, 2020
RE: Emergency Purchase Agreement: *16-30SEP20E - Childcare Subsidy for Essential Employees in Boone County*

Attached for signature is a contract for a non-bid, emergency services contract:
16-30SEP20E - Childcare Subsidy for Essential Employees in Boone County.

This contract will provide emergency respite to key and essential personnel in Boone County during this COVID-19 emergency (i.e. healthcare workers, law enforcement and those providing vital services to our community). Childcare subsidy cost is \$12.20/hour with up to 5,040 hours included in the contract.

Contract is with Child Abuse & Neglect Emergency Shelter, Inc. of Columbia, Missouri. Total cost of agreement is \$61,488.00 and will be paid from department 2161 - Community Children's Services Funding Opportunities, account 71100 - Outside Services. We currently have a remaining budget of \$750,000.

cc: Contract File



AGREEMENT FOR PURCHASE OF SERVICES
Purchase of Emergency Service Contract
CHILDCARE SUBSIDY FOR ESSENTIAL EMPLOYEES IN BOONE COUNTY

THIS AGREEMENT dated the 16th day of April, 20 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board, herein "**BCCSB**" and **Child Abuse & Neglect Emergency Shelter, Inc.** a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **Rainbow House**.

WHEREAS, the BCCSB, under the provisions of 67.1775 and 210.861 of the Revised Statutes of Missouri, has the right to expend monies from the Children's Services Fund (CSF) for the purposes of funding services to children and youth 19 years of age and younger, and their families residing in Boone County; and

WHEREAS, Rainbow House has submitted a complete Request for Funding Proposal Application to the BCCSB detailing the services and other supports to be provided; and

WHEREAS, the BCCSB has approved the Request for Funding Proposal in whole or in part as hereinafter set forth.

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

FUNDING ALLOCATION FOR SERVICES RENDERED BY RAINBOW HOUSE

Rainbow House is expected to the greatest extent possible to maximize funding from all other sources. Rainbow House shall periodically, upon request, furnish to the BCCSB information as to its efforts to obtain such other sources of funding. Rainbow House shall only request reimbursement for services not reimbursable by any other source. Rainbow House shall not invoice the Children's Services Fund for units of service invoiced to another funding source. Rainbow House shall provide documentation and assurance to the BCCSB that requests for reimbursement from the CSF is not a duplication of reimbursement from any other source of funding.

1. **BCCSB Funding Policy.** The BCCSB Funding Policy is to be taken as part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** Rainbow House will perform the services and carry out the activities as set forth in this agreement. This agreement shall consist of Boone County Emergency Declaration Number **16-30SEP20E** (COVID-19), Rainbow House’s quote, Work Authorization, Insurance Certificate and attached Required Clauses from Federal Emergency Management Agency. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control over Rainbow House’s quote.

3. **Purchase.** The BCCSB agrees to purchase from Rainbow House and Rainbow House agrees to **childcare subsidy for essential employees in Boone County** for children and youth nineteen years of age or less and their families, as described and in compliance with the attached quote. Services/deliverables shall be provided as outlined in the attached quote and are separate from services provided through Organization’s existing agreement through **RFP #: 34-18JUL19**. The total allowable compensation under this agreement shall not exceed **\$61,488.00** unless compensation for specific identified additional services is authorized and approved by BCCSB in writing in advance of rendition of such services for which additional compensation is requested.

4. **Contract Duration.** This agreement shall commence on the date of award and extend for the period of one (1) month subject to the provisions for termination specified below. Rainbow House agrees and understands that the BCCSB may require supplemental information to be submitted at the request of BCCSB.

This contract may at the sole discretion of the BCCSB and with the agreement of Rainbow House be extended for one-month periods by written order of the BCCSB. Rainbow House agrees and understands that the BCCSB may require supplemental information to be submitted by Rainbow House prior to any renewal of this agreement.

5. **Billing and Payment.** For the Purchase of Emergency Service Contract, the unit rate for services is the mutually agreed upon unit rate as provided in the table below.

Service Name	Unit Measure	Unit Rate	Proposed # of Units	Total Amount Requested
Child Care Subsidy	1 hour	\$12.20	5,040	\$61,488.00

All billing shall be invoiced to the BCCSB monthly by the 10th of the month following the month for which services were provided. The BCCSB agrees to pay all monthly statements within thirty days of receipt of a correct and valid invoice/monthly statement. In the event of a billing

dispute, the BCCSB reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of Rainbow House, the BCCSB agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the BCCSB. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the BCCSB shall have no obligation to continue payment.

REPORTING, MONITORING, AND MODIFICATION

7. **Reporting.** The BCCSB shall utilize this agreement with Rainbow House's quote to monitor service delivery and program expenditures. Rainbow House agrees to submit to the BCCSB a monthly report with the monthly statement. Payments may be withheld from Rainbow House if reports designated here are not submitted on time, until such time as the reports are filed and approved. Monthly reporting requirements will include but are not limited to information regarding the number of unduplicated individuals served, consumer demographics, number of units provided, overview of referrals made, and needs requested by families.

8. **Audits.** Rainbow House also agrees to make available to the BCCSB a copy of its annual audit within four months after the close of Rainbow House's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the BCCSB requires that the management report of any audit as it relates to the BCCSB program activities be made available to the BCCSB as part of the required audit. Payment may be withheld from Rainbow House, if reports designated here are not made available upon request.

9. **Monitoring.** Rainbow House agrees to permit the BCCSB, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the BCCSB to monitor, survey and Rainbow House's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, Rainbow House hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the BCCSB or its designee(s) all records, facilities, and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CSF funds and all other matters set forth in the contract.

10. **Modification or Amendment.** In the event Rainbow House requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must

be submitted in writing to the Director of Community Services to share with the BCCSB for approval. A board resolution from Rainbow House may be required with the request. For consideration of a request to modify or amend the contract, requests should be submitted to the Director of the Community Services Department for consideration.

OTHER TERMS OF THIS CONTRACT

11. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Children's Services Fund shall be investigated in accordance with Rainbow House's policies and procedures and in accordance with any local/state/federal regulations. Rainbow House agrees to notify the BCCSB through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the BCCSB of any substantiated allegations. Rainbow House must comply with Missouri law regarding confidentiality of client records.

12. **Discrimination.** Rainbow House will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

13. **CSF to be used for Services Provided.** Rainbow House agrees that the CSF funds shall be used exclusively for the services provided to address community health needs and for administrative costs directly related to Rainbow House's provision of such services.

14. **Accreditation/Licensure/Certifications.** Rainbow House must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.

15. **Conflict of Interest.** Rainbow House agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and Rainbow House, and this shall include any transaction in Rainbow House party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

16. **Subcontracts.** Rainbow House may enter into subcontracts for components of the contracted service as Rainbow House deems necessary within the terms of the contract. All such subcontracts require the written approval of the BCCSB or their designated representative. In performing all services under the resulting contract agreement, Rainbow House and subcontractor shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

17. **Employment of Unauthorized Aliens Prohibited.** Rainbow House agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Rainbow House shall require each subcontractor to affirmatively state in its Agreement with Rainbow House that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide Rainbow House a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

18. **Litigation.** Rainbow House agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against Rainbow House or any individual acting on the Rainbow House's behalf, including subcontractors, which seek to enjoin or prohibit **Rainbow House** from entering into this contract agreement of performing its obligations under this agreement.

19. **Board Ownership.** If Rainbow House ceases to be funded by the BCCSB or ceases to provide programs and services to address community health needs, pursuant to this contract, all capital equipment, materials, and buildings purchased with CSF funds shall be returned to Boone County unless so otherwise approved by a majority vote of the Rainbow House. In addition, if Rainbow House no longer uses capital equipment, materials, or buildings purchased with CSF funds for its original intent, Rainbow House will need BCCSB approval to re-direct the use of such.

20. **Failure to Perform/Default.** In the event Rainbow House, at any time, fails or refuses to perform according to the terms of this contract, as determined by the BCCSB, such failure or refusal shall constitute a default hereunder, and the BCCSB will be relieved of any further obligation to make payments to Rainbow House as set out herein. This contract will be terminated at the option of the BCCSB.

21. **Termination.** This Contract may be terminated, with or without cause, by either party upon seven (7) days written notice to the other party. In addition, this agreement may be terminated by the BCCSB upon seven (7) days' advance written notice for any of the following reasons or under any of the following circumstances:

a. The BCCSB may terminate this agreement due to material breach of any term or condition of this agreement, or

b. The BCCSB may terminate this agreement if key personnel providing services are changed such that in the opinion of the BCCSB delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of the BCCSB, or

c. The BCCSB may terminate this agreement should Rainbow House fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or

d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

Upon receipt of notice of termination, Rainbow House shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. The BCCSB shall reimburse Rainbow House for outstanding expenses incurred up to the date of termination, including uncancellable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

22. Insurance Requirements. Rainbow House shall not commence work under this contract until they have obtained all insurance required in this section and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

a. **Worker's Compensation and Employers' Liability Insurance:** Rainbow House shall take out and maintain during the life of this contract, Worker's Compensation and Employers' Liability Insurance for all their employees employed at the site of work, and in case any work is sublet, Rainbow House shall require the subcontractor similarly to provide Worker's Compensation Insurance and Employers' Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Rainbow House.

Worker's Compensation and Employers' Liability Insurance coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

b. **Comprehensive General Liability Insurance:** Rainbow House shall take out and maintain during the life of this contract, such Comprehensive General Liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Rainbow House shall furnish the County with Certificate(s) of Insurance which name the County of Boone – Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition,

such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

Rainbow House shall provide the County with proof of Comprehensive General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of Rainbow House in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to Rainbow House.

c. **Professional Liability Insurance:** Rainbow House is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone County as additional insured.

d. **Commercial Automobile Liability:** Rainbow House shall maintain during the life of this contract, Commercial Automobile Liability Insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Rainbow House's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

23. **Indemnification.** To the extent permitted under Missouri law, Rainbow House agrees to hold harmless, defend and indemnify the BCCSB, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Rainbow House (meaning anyone, including but not limited to consultants having a contract with Rainbow House or subcontractor for part of the services), or anyone directly or indirectly employed by Rainbow House, or of anyone for whose acts Rainbow House may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its negligence.

24. **Publicity by Rainbow House.** Rainbow House shall notify the BCCSB of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. Rainbow House will acknowledge the BCCSB as a funding source whenever publicizing CSF funded program. Rainbow House will collaborate with the County to inform the community about the ways its tax dollars are being invested in services and supports. Rainbow House agrees to acknowledge the Children's Services fund as a funding source on written and electronic publications including brochures, annual reports, and newsletters.

25. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the BCCSB and Rainbow House. The BCCSB does not recognize any of the Rainbow House's employees, agents, or volunteers as those of the BCCSB.

26. **Binding Effect.** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

27. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

28. **Record Retention Clause.** Rainbow House shall keep and maintain all records relating to this contract agreement enough to verify the delivery of services in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

29. **Notice.** Any written notice or communication to the BCCSB shall be mailed or delivered to:

Boone County Purchasing
613 E. Ash Street
Columbia, MO 65201

Any written notice or communication to Rainbow House shall be mailed or delivered to:

Child Abuse & Neglect Emergency Shelter, Inc.
1611 Towne Drive
Columbia, MO 65202

REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated in this solicitation and subsequent contract. By submitting a Proposal in response to this solicitation, the vendor acknowledges and agrees to adhere to the specific requirements of these clauses.

ACCESS TO RECORDS

The following access to records requirements applies to the contract:

1. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required, attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

a. 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 Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 fail SECTION 5 – ATTACHMENTS RFP Number: 18-0905 73

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (\$100K+)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY POLICY AND CONSERVATION ACT

Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

ROYALTIES AND PATENTS

The contractor hereby guarantees that they has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents,

trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the contractor to pay for all such royalties and costs. The contractor shall hold and save Boone County, Missouri, its officers, agents, servants and employees, harmless from liability of any kind or nature, including reasonable attorney's fees, for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against contractor of County with respect to contractor's ownership and/or authority, the County may withhold payment of any sums otherwise required to be paid hereunder.

CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION

- a. The contractor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the contractor in furtherance of this contract shall be the property of the County. The contractor shall take such action as is necessary under law to preserve such property rights of the County while such property is within the control and/or custody of the contractor. By this contract, the contractor specifically waives and/or releases to the County any cognizable property right of the contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, responses, et cetera.
- b. The contractor understands and agrees that data, materials, and information disclosed to contractor may contain confidential and protected data. Therefore, the contractor promises and assures that data, material, and information gathered, based upon or disclosed to the contractor for the purpose of this contract, shall not be disclosed to others or discussed with other parties without the prior written consent of the County.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request . of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the vendor must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DHS SEAL, LOGOS AND FLAGS

The contractor shall not use the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

EQUAL EMPLOYMENT OPPORTUNITY (\$10K+)

For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to

be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as SECTION 5 – ATTACHMENTS RFP Number: 18-0905 76 provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

COPELAND "ANTI-KICKBACK" ACT (for all construction and repair)

For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT (Construction \$2K+)

Applicability of Davis-Bacon Act - The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

**SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -
(construction, \$2K+; employment of mechanics/laborers, \$2,500+)**

For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

REMEDIES

The County shall have all rights and remedies afforded under the U.C.C. and Missouri law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

TERMINATION

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination for Convenience - The County may terminate the Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

Termination for Cause - In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years - If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

CHANGES

Alterations, amendments, changes, modifications or additions to the contract shall not be binding on the County without prior written approval.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned 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, loan, and cooperative agreements) and that all 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 section 1352, title 31, U.S. Code. 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.

DocuSigned by:

Janie Bakutes

ECEA43AEE44D402

Contractor Signature

4/1/2020

Date

From: [Joanne Nelson](#)
To: [Kristin Cummins](#); [Megan Corbin](#); [Michelle Hilley](#)
Subject: FW: Emergency Respite under Rainbow House Child Care License
Date: Thursday, March 26, 2020 8:20:52 AM
Attachments: [image001.png](#)
[image002.png](#)
[image004.png](#)
[image007.png](#)

Let's add this our meeting agenda this morning.

Joanne Nelson

She/her/hers

Director

Boone County Community Services Department

605 E. Walnut, Ste. A

Columbia, MO 65201

Phone: 573-886-4298

www.showmeboone.com



**Boone County
Children's Services Fund**

From: Tracy Johnson <TJohnson@rainbowhousecolumbia.org>
Sent: Wednesday, March 25, 2020 5:44 PM
To: Joanne Nelson <JNelson@boonecountymo.org>
Subject: Emergency Respite under Rainbow House Child Care License

Joanne,

We at Rainbow House are attempting to advertise our emergency respite to key and essential personnel in Boone County. (during this time of crisis we have seen many lose their childcare while due to their line of work they are still required to report. i.e. healthcare workers, law enforcement and those providing vital services to our community) We could not get a variance approved on the shelter side of the house in regard to our capacity and we are currently licensed at 14, and unfortunately this was one thing they could not budge on. We have a physically separated area of the building currently used for the therapy program but with the current circumstances we wanted to open it up to respite care for those in need. Again, this would be aimed at those with key and essential roles in our community that can not abide by the current stay at home order. As we discussed briefly on the phone, we would still staff per state ratio guidelines and at our current rate of pay to our employees we could not do this at the average child-care rate. We are asking for respite specifically to fund this need. We have applied for an emergency child-care license with the state of Missouri for this particular segregated space and this will expire in 45 days once approved.

We anticipate, at this time, this may only run the span of the 45 days approved by the state once the inspection is completed in the morning.

Please, let me know if there is any additional information you need and once I get the license we can certainly update our records with you.

Thanks for your time, and your continued service in such uncertain times,
TJ

Tracy D. Johnson

CES/HYP Director - RAINBOW HOUSE

W: 573.474.6600 x3203 | F: 573.474.5992

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·Respite Care	·Transitional Shelter
·Forensic Interviews	·Safe Exams
·Community Outreach	·Therapy Services
	·Parenting Classes

Rainbow House provides support for Children of Abuse, Neglect and Homelessness.



From: [Kristin Cummins](#)
To: [Janie Bakutes](#); [Tracy Johnson](#)
Cc: [Joanne Nelson](#); [Megan Corbin](#); [Wendy Crane](#); [Sarah Vanskike](#)
Subject: Re: Emergency Respite
Date: Friday, March 27, 2020 12:27:32 PM
Attachments: [image011.png](#)
[image012.png](#)
[image014.png](#)
[image002.png](#)
[image003.png](#)
[image005.png](#)

Here's the conference call info:

Please use the following information for your call:

Dial-in Number: (701) 801- 1211

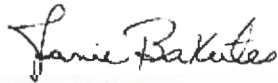
Access code: 758-401-651

Host Pin: 1531

From: Janie Bakutes <JBakutes@rainbowhousecolumbia.org>
Sent: Friday, March 27, 2020 11:23 AM
To: Kristin Cummins <KCummins@boonecountymo.org>; Tracy Johnson <TJohnson@rainbowhousecolumbia.org>
Cc: Joanne Nelson <JNelson@boonecountymo.org>; Megan Corbin <MCorbin@boonecountymo.org>; Wendy Crane <WCrane@rainbowhousecolumbia.org>; Sarah Vanskike <SVanskike@rainbowhousecolumbia.org>
Subject: RE: Emergency Respite

Hi Kristen,

Tracy was out running errands and is back now. We're good at 11:30 or shortly after if that still works for you.



Janie Bakutes
EXECUTIVE DIRECTOR | RAINBOW HOUSE
W: 573.474.6600 x2106 | FAX 573.474.5992
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From: Kristin Cummins <KCummins@boonecountymo.org>

Sent: Friday, March 27, 2020 10:12 AM

To: Tracy Johnson <TJohnson@rainbowhousecolumbia.org>

Cc: Joanne Nelson <JNelson@boonecountymo.org>; Megan Corbin <MCorbin@boonecountymo.org>; Janie Bakutes <JBakutes@rainbowhousecolumbia.org>; Wendy Crane <WCrane@rainbowhousecolumbia.org>; Sarah Vanskike <SVanskike@rainbowhousecolumbia.org>

Subject: Re: Emergency Respite

Tracy,

Could we schedule a conference call to talk through the request and some of the details? We're available today from 11:30-1:30 and from 3:00-4:00. Could you let me know what works best for you, or we could find time on Monday.

From: Tracy Johnson <TJohnson@rainbowhousecolumbia.org>

Sent: Thursday, March 26, 2020 4:58 PM

To: Kristin Cummins <KCummins@boonecountymo.org>

Cc: Joanne Nelson <JNelson@boonecountymo.org>; Megan Corbin <MCorbin@boonecountymo.org>; Janie Bakutes <JBakutes@rainbowhousecolumbia.org>; Wendy Crane <WCrane@rainbowhousecolumbia.org>; Sarah Vanskike <SVanskike@rainbowhousecolumbia.org>

Subject: RE: Emergency Respite

Kristin,

The new space is in-between the shelter side of the house and the CAC side of the house. It's the middle connector portion of our building. This section is now licensed to serve 7. If you are requesting we ask for all the additional units that will be dedicated to this COVID-19 effort under one contract I will provide the details below and how we came up with the numbers financially. And, yes, we can certainly differentiate between those using traditional respite and those utilizing our key and essential personnel respite due to COVID-19.

We would still like to stick with the additional 5040 hours for the shelter side of the house to accommodate up to 14 during a 24-hour period. With the new space licensed with 7, and also available 24-hours a day if needed, we would like to ask for the same amount over the next 30 days totally up to 14 children in a 24-hour period, 5040. This means that combined, we can accommodate 14 respite children at any given time. We understand the \$20.00 an hour to be considered high and did some calculating... (we pulled from the last contract and inserted the \$14.85 unintentionally) With utilizing the staff we have on board now with varied salaries and a minimum of 1-4 ratio this is what we come up with...

On average it is currently \$293.00 per 24-hour period per child. If I take \$293.00 and divide it by 24-hours it calculates to \$12.20 an hour per child in residence. This will be our unit rate requested at this time.

Unit Measure	Unit Rate	# of Units Requested	\$ Amount Requested
1 hour	\$12.20	10080	122976.00

I would love a bit of guidance on how to follow through with a new emergency procurement contract once the board has accepted our intent to submit. In addition, we are going to begin to advertise to key and essential personnel in the community and our Executive Director would like permission to let different outlets know this effort is funded by the Boone County Children’s Services Fund and I need your ok to move forward with that. We won’t, of course, advertise anything until I get word from you.

Thanks again for your time,
TJ

Tracy D. Johnson
CES/HYP Director - RAINBOW HOUSE
W: 573.474.6600 x3203 | F: 573.474.5992
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- Forensic Interviews
- Community Outreach
- Emergency Shelter
- Transitional Shelter
- Safe Exams
- Therapy Services
- Parenting Classes

Rainbow House provides support for Children of Abuse, Neglect and Homelessness.

From: Kristin Cummins <KCummins@boonecountymo.org>
Sent: Thursday, March 26, 2020 4:14 PM
To: Tracy Johnson <TJohnson@rainbowhousecolumbia.org>
Cc: Joanne Nelson <JNelson@boonecountymo.org>; Megan Corbin <MCorbin@boonecountymo.org>
Subject: Re: Emergency Respite

We will need to have the child care services under a new Emergency Procurement contract. This will include the new child care services provided through the CAC side and the shelter side. We need to know how much you are requesting and the hourly rate. Your current rate

for Out-of-Home Respite - Child is \$20.00/1 hour. We ask that the requested rate for child care is lower than what you currently have contracted for respite care. Please fill out the information in the table below:

Unit Measure	Unit Rate	# of Units Requested	\$ Amount Requested
1 hour			

You will need differentiate parents/guardians that are first responders needing child care vs. families receiving currently contracted respite services. Any families that are first responders needing child care due to COVID-19 will be invoiced through the Emergency Procurement contract.

Please let me know if you have any questions.

From: Tracy Johnson <TJohnson@rainbowhousecolumbia.org>
Sent: Thursday, March 26, 2020 1:22 PM
To: Kristin Cummins <KCummins@boonecountymo.org>
Cc: Joanne Nelson <JNelson@boonecountymo.org>; Megan Corbin <MCorbin@boonecountymo.org>
Subject: RE: Emergency Respite

Correct, that was for additional units on the shelter side only for this time until I was to hear back from Joanne in regard to utilizing our respite contract for the newly licensed space. We do not intend on charging our parents/guardians. Rainbow House has never charged for our services and no one would be comfortable doing that. At this point, we would treat is just as any other respite, as an emergency/crisis situation and we would case manage with the families on sustainable childcare.

TJ

Tracy D. Johnson
 CES/HYP Director - RAINBOW HOUSE
 W: 573.474.6600 x3203 | F: 573.474.5992
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-Forensic Interviews	-Therapy Services
-Community Outreach	-Parenting Classes

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From: Kristin Cummins <KCummins@boonecountymo.org>
Sent: Thursday, March 26, 2020 1:17 PM
To: Tracy Johnson <TJohnson@rainbowhousecolumbia.org>
Cc: Joanne Nelson <JNelson@boonecountymo.org>; Megan Corbin <MCorbin@boonecountymo.org>
Subject: Emergency Respite

Hi Tracy,

Thank you for sending your New Unit Request Form. You explained to Joanne that an inspection was being done this morning to provide child care in the CAC side of the building. The request you submitted only discussed using the seven open positions in the residential side to provide 24-hr access to care for emergency professionals. Are you still pursuing child care in the CAC side too? Will you be charging a fee to the parents/guardians using the child care services?

From: [Tracy Johnson](#)
To: [Joanne Nelson](#); [Janie Bakutes](#)
Cc: [Kristin Cummins](#); [Megan Corbin](#); [Michelle Hilley](#)
Subject: RE: Follow-up information
Date: Monday, March 30, 2020 11:30:21 AM
Attachments: [image003.png](#)
[image004.png](#)
[image006.png](#)
[image009.png](#)

Team,

I have followed the directions below and submitted for 5040 1-hour units of out of home respite care-child at the rate of \$12.20 per unit.

Thanks for your time, and let us know what additional steps we need to take in regard to this POS.

TJ

Tracy D. Johnson

CES/HYP Director - RAINBOW HOUSE

W: 573.474.6600 x3203 | F: 573.474.5992

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•Community Outreach	•Parenting Classes

Rainbow House provides support for Children of Abuse, Neglect and Homelessness.

From: Joanne Nelson <JNelson@boonecountymmo.org>

Sent: Monday, March 30, 2020 11:00 AM

To: Janie Bakutes <JBakutes@rainbowhousecolumbia.org>; Tracy Johnson <TJohnson@rainbowhousecolumbia.org>

Cc: Kristin Cummins <KCummins@boonecountymmo.org>; Megan Corbin <MCorbin@boonecountymmo.org>; Michelle Hilley <MHilley@boonecountymmo.org>

Subject: Follow-up information

Thank you for jumping on the call with us on Friday. Our department is interested in

purchasing up to 5,040 units (1 hour) of child care for first responders at the rate of \$12.20/hour. We ask that you find additional funding sources to cover the costs of additional units and recommend pursuing funding through this opportunity: <https://comohelps.org/>. There is a link for the application under the "Get Help" section for organizations.

Please let us know if Rainbow House is still interested in pursuing the Emergency Procurement contract. If so, the contract will be reviewed by the Commissioner Thompson, Boone County Legal department, and the Children's Services Fund chairman, Les Wagner and potentially provide approval for funding.

We look forward to hearing from you soon.
Best,

Joanne Nelson

She/her/hers

Director

Boone County Community Services Department

605 E. Walnut, Ste. A

Columbia, MO 65201

Phone: 573-886-4298

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