

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 293-14

Department Source: Public Health & Human Services

To: City Council

From: City Manager & Staff

Council Meeting Date: September 2, 2014

Re: Missouri Department of Health and Senior Services
Healthy Families America

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Agreement

Supporting documentation includes: None

Executive Summary

An ordinance authorizing the City Manager to sign an agreement between the City of Columbia and the Missouri Department of Health and Senior Services for the Healthy Families America program in the amount of \$124,672 for the period of October 1, 2014 through September 30, 2015.

Discussion

This is a renewal of a contract for the Healthy Families America program, an evidence-based community home visitation model serving at-risk pregnant women and families with young children. The goals of the program are to build and sustain community partnerships to systematically engage overburdened families in home visiting services; cultivate and strengthen nurturing parent child relationships; promote healthy childhood growth and development; and enhance family functioning by reducing risk and building protective factors. Authorization to enter this agreement will allow the program to operate at its current capacity.

Fiscal Impact

Short-Term Impact: None

Long-Term Impact: None

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Health, Social Services and Affordable Housing

Strategic Plan Impact: Health, Safety and Wellbeing

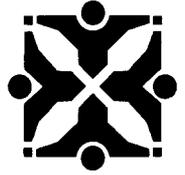
Comprehensive Plan Impact: Not Applicable

Suggested Council Action

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

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Legislative History

A similar agreement has been in place since 2000.

Stephanie Browning
Department Approved

Mike Watt
City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 293-14

AN ORDINANCE

authorizing a program services contract with the Missouri Department of Health and Senior Services for the Healthy Families America program; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a program services contract with the Missouri Department of Health and Senior Services for the Healthy Families America program for the period of October 1, 2014 through September 30, 2015. The form and content of the contract shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A as attached hereto and incorporated by reference as if fully set forth herein.

Tracking # 40608	Contract Title: HEALTHY FAMILIES AMERICA	
Contract Start: 10/1/2014	Contract End: 9/30/2015	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:	Amend #: 00	

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) COLUMBIA/BOONE COUNTY HEALTH DEPARTMENT	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 1005 WEST WORLEY P O BOX 6015	
CITY, STATE, and ZIP CODE COLUMBIA MO 65205-6015	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) 436000810	DUNS NUMBER 071989024
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

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1. GENERAL

- 1.1 The contract amount shall not exceed \$124,672 for the period of October 1, 2014 through September 30, 2015.
- 1.2 The Department has determined this contract is subrecipient in nature as defined in the Office of Management and Budget (OMB) Circular A-133, Section 210. To the extent that this contract involves the use, in whole or in part, federal funds, the Contractor shall comply with the special conditions contained in Attachment B as attached hereto and incorporated by reference as if fully set forth herein.

2. PURPOSE

- 2.1 The Healthy Families America (HFA) model, developed in 1992 by Prevent Child Abuse America, is based upon 12 Critical Elements as described on the following website: http://www.healthyfamiliesamerica.org/about_us/critical_elements.shtml. These Critical Elements are derived from more than 30 years of research to ensure programs are effective in working with families and are operationalized through a series of Best Practice Standards. This provides a solid structure for quality, yet offers programs the flexibility to design services specifically to meet the unique needs of families and communities. Model fidelity is illustrated through a comprehensive accreditation process accessible at: http://www.healthyfamiliesnewyork.org/Media/pdf/Administrative_Docs/2014-2016HFABestPracticeStandards10012013.pdf.
- 2.2 HFA has a strong research base, which includes randomized control trials and well-designed quasi-experimental research. To date, research and evaluation indicates impressive outcomes. Reviews of more than 15 evaluation studies of HFA programs in 12 states produced the following outcomes:
 - a. Reduced child maltreatment;
 - b. Increased utilizations of prenatal care and decreased pre-term, low weight babies;
 - c. Improved parent-child interaction and school readiness;
 - d. Decreased dependency on welfare, or TANF (Temporary Assistance to Needy Families) and other social services;
 - e. Increased access to primary care medical services; and
 - f. Increased immunization rates.
- 2.3 HFA program goals are to:
 - a. Build and sustain community partnerships to systematically engage overburdened families in home visiting services;
 - b. Cultivate and strengthen nurturing parent child relationships;
 - c. Promote healthy childhood growth and development; and
 - d. Enhance family functioning by reducing risk and building protective factors.

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3. DELIVERABLES AND OUTCOMES

- 3.1 The Contractor shall provide home visiting services, perform and complete all implementation activities in Boone County serving a minimum of 43-49 primary caregivers and the index child(ren) (the primary caregivers and the index child(ren) shall hereinafter be referred to as “clients”) with a maximum of 43-49 clients within six months completing all HFA-required trainings.
- 3.2 The Contractor shall develop or utilize an already established collaborative team within the community who the Contractor shall work with to promote the well-being of the participating clients. The Contractor shall develop the team to consist of public health nurses; social workers; nutritionists; parents as teachers educators; women, infants, and children program (WIC) staff; family support workers (FSW) and membership covering all other necessary disciplines dependent on the client’s need.
- 3.3 The Contractor shall furnish all material, labor, facilities, equipment and supplies necessary to perform the services required unless otherwise stated herein
- 3.4 Personnel and Staffing Requirements
 - 3.4.1 The Contractor shall develop job descriptions following HFA’s sample available on the Internet at: <http://www.healthyfamiliesamerica.org/downloads/sdg.pdf>.
 - 3.4.2 The Contractor shall develop a performance appraisal system for managing and monitoring home visitor performance and requirements specified herein. The specific standards for conduct during home visits with the clients must be integrated into the job descriptions and the performance appraisal system.
 - 3.4.3 The Contractor shall ensure appropriate staffing ratios, scheduling flexibility and staff supervision patterns based upon the recommendations of the HFA model during any given period. HFA staffing recommendations are located on the Internet at: <http://www.healthyfamiliesamerica.org/downloads/sdg.pdf>.
 - 3.4.4 The Contractor shall ensure that the home visitors reflect the ethnic, cultural, and social characteristics of the community and that all home visitors are in good physical and emotional health with no physical or mental conditions that would interfere with the home visitor’s home visiting responsibilities.
 - 3.4.5 The Contractor shall obtain a medical report signed by a licensed physician or nurse practitioner that is under the supervision of a licensed physician prior to provision of the services for each home visitor who will provide services pursuant to the requirements herein stating the home visitor is physically able to fulfill the requirements of this position and is free of communicable disease.

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- 3.4.6 The Contractor shall only utilize staff that has direct interaction with pregnant women, postpartum women, primary caregivers, children, and/or families, whose medical examination reports include a “Risk Assessment for Tuberculosis” form completed and signed by a health care professional. The “Risk Assessment for Tuberculosis” form can be found at <http://health.mo.gov/safety/childcare/pdf/tbriskassessmentform.pdf>. If the person has signs or symptoms of tuberculosis, or risk factors for tuberculosis, then testing for tuberculosis shall occur.
- a. Persons that have a newly positive tuberculin test(s) shall not be allowed to work until a medical evaluation is performed to determine if the person has active contagious tuberculosis.
 - b. Persons with active contagious tuberculosis shall be excluded from employment until deemed non-infectious by the Department or the local public health agency. The person may return to work, as long as the person adheres to his/her prescribed treatment regimen.
 - c. The Contractor shall report all positive tuberculin tests to the Department or local public health agency as required by 19 CSR 20-20.020.
 - d. Any Contractor employee who is identified as having contact with an active tuberculosis case, shall be evaluated for tuberculosis to determine if the person has active contagious tuberculosis, or be excluded from work.
- 3.4.7 The Contractor shall require all home visitors and supervisory staff to be up-to-date on immunizations, including an annual influenza vaccination and current Tdap as recommended by the Centers for Disease Control and Prevention Advisory Committee on Immunization Practices (CDC ACIP). Refer to <http://www.cdc.gov/mmwr/preview/mmwrhtml/su6201a3.htm>. This information shall be kept in the agency personnel files for auditing purposes. Documentation shall also be kept for personnel with medical or religious exemptions as approved by the Department.
- 3.4.8 The Contractor’s personnel that will have direct interaction with pregnant women, postpartum women, primary caregivers, children and/or families shall become registered with and/or undergo child abuse/neglect and criminal background screenings prior to providing services, using the Family Care Safety Registry (FCSR). Refer to www.health.mo.gov/safety/fcsr/about.php. This includes compliance as specified in RSMo 660.317.
- 3.4.9 In addition, to the FCSR, the Contractor’s personnel providing services directly to pregnant women, children, and/or families must undergo a criminal background check as specified in RSMo 210.025. The Contractor’s personnel shall not provide services until the fingerprint screening process is complete unless the person has been cleared through FCSR. Any person found to have negative results under the FCSR (RSMo 210.903) that constitutes a disqualification as specified under RSMo 210.025 shall not provide services under this contract. Results of the above stated shall be kept in the agency personnel files

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for the Department auditing purposes. The above stated applies to all current and future employees.

3.5 Mandatory Training

3.5.1 The Contractor shall ensure each home visitor has completed all the mandatory core trainings prior to any home visits. If trainings are not made available by HFA National Office within six months of the contract award a waiver will be provided to the Contractor by HFA National Office until training can be obtained. HFA core trainings may be offered in-state or out-of-state.

3.5.2 The Contractor's home visitors and supervisors shall attend training funded by the Department as prescribed by HFA. The Department will provide funding for HFA core training and will reimburse Contractor for training fees for current staff employed at the time of HFA core training. HFA's training content and procedures are located on the Internet at: <http://www.healthyfamiliesamerica.org/downloads/sdg.pdf> .

3.5.3 The Contractor shall provide supporting documentation if all required trainings were completed prior to this contract award.

3.5.4 The Contractor shall be responsible for all costs incurred pertaining to HFA required trainings for new staff. The Contractor shall have 180 days for new employees to complete all HFA required trainings.

3.5.5 The Contractor shall proceed with provision of home visiting services as specified herein after all the required implementation activities.

3.5.6 The Contractor's home visitors and supervisors shall attend up to sixteen (16) hours of training related to the provision of services under this agreement, as prescribed and provided by the Department.

3.6 Performance Requirements

3.6.1 The Contractor shall utilize both family assessment workers and family support workers in order to perform the requirements specified herein. The family assessment workers and family support workers can be registered nurses, licensed practical nurses, social workers with a bachelor or master degree, health educators, high school graduates or GED recipients with education and/or experience in early childhood education and care.

3.6.2 The Contractor shall ensure personnel participation with the Department in regularly scheduled consultations and discussions regarding implementation of the program model, collaborative efforts, and efficiency of the program.

3.6.3 The Contractor shall recruit clients through community resources and collaborative team relationships so that the total number of clients enrolled in the Contractor's home visiting program is at least 10 within 6 months of receiving all HFA required Core trainings.

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- 3.6.4 The Contractor shall contact each client currently enrolled and receiving services via the home visiting program to determine if such client desires to continue in the Contractor's revised program implementing the HFA model.
- 3.6.5 The Contractor's clients shall be low-income pregnant women, postpartum women or primary caregivers of the index child(ren) (defined as 185% of the poverty level or Medicaid eligible) who are at risk of poor birth outcomes or child abuse and neglect due to socioeconomic status, education, previous experience as an abused child or adult, or other factors.
- 3.6.6 The Contractor shall provide services based on caseloads listed below:
- a) No more than 15 families on weekly service intensity.
 - b) No more than 25 families at any given service intensity.
 - c) Policies and procedures for assigning families to staff.
- 3.6.7 The Contractor shall follow HFA required Service Initiation Standards as specified herein.
- 3.6.8 The Contractor shall initiate screening and assessment within two weeks after the birth of the baby (up to 20% of families can fall outside of this timeframe).
- 3.6.9 The Contractor shall initiate the first home visit within three months after the birth of the baby, preferably prenatally (up to 20% of families can fall outside of this timeframe).
- 3.6.10 The Contractor shall monitor and address various levels of program contact prior to enrollment. This includes identifying and tracking the number of client referrals received the number of clients then screened and/or assessed the number of clients accepting the program, and the number of those clients that initiate services. Analyze what may impact the acceptance rate (such as family demographics, staff, materials, and program supports) then develop and implement strategies to continually work to increase the acceptance rate.
- 3.6.11 The Contractor shall track and measure acceptance rates on all clients assessed and offered home visiting services, complete an acceptance analysis of families who refused services compared to families who accept services and identify strategies to increase acceptance rates every two years.
- 3.6.12 The Contractor shall offer services voluntarily and use positive outreach efforts to build family trust.

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- 3.6.13 The Contractor shall identify positive ways to establish a relationship with a family and keep families interested and connected over time because many participants are often reluctant to engage in services and may have difficulty building trusting relationships.
 - 3.6.14 The Contractor shall offer creative outreach for a minimum of three months after the first home visit.
 - 3.6.15 The Contractor shall track and measure retention of participants at different intervals (i.e., 6 months, 12 months, 24 months, etc.), complete a retention analysis of families who drop out of services compared to families who remain in services and identify strategies to increase retention rates every 2 years.
 - 3.6.16 The Contractor shall develop a Family Goal Plan (FGP) that identifies strengths, needs, goals, and objectives. The FGP must be reviewed in supervision and serve as a guide for services.
 - 3.6.17 The Contractor shall promote positive parent-child interaction, child development skills, and health and safety practices with families through the use of curriculum and other educational materials.
 - 3.6.18 The Contractor shall monitor the development of participating infants and children utilizing the HFA developmental screening tools or tools provided by the department, which tracks children who are suspected of having a developmental delay and follows through with appropriate referrals and follow-up. Home visitors must be trained in the use of these developmental tools.
 - 3.6.19 The Contractor shall check if families are linked to a medical provider to assure optimal health and development (e.g. timely immunizations, well-child care, etc.) Depending on the family's needs, they may also be linked to additional services such as financial, food, and housing assistance programs, school readiness programs, child care, job training programs, family support centers, substance abuse treatment programs and domestic violence shelters.
 - 3.6.20 The Contractor shall follow the immunization schedule compatible with the current recommendations of the Advisory Committee on Immunization Practice (ACIP) of the Centers for Disease Control and Prevention (CDC), the American Academy of Pediatrics (AAP) and the American Academy of Family Physicians (AAFP), the Contractor ensures immunizations are up-to-date for index children and provides information, referrals, and linkages to available health care resources for all participating family members.
- 3.7 Family Assessment Worker (Enrollment) Home Visits
- 3.7.1 The Contractor shall systematically assess all families within the target population prenatally or within two weeks of the birth of a child with the Parent Survey Community Outreach Checklist, identify family strengths and support systems, identify needs for supportive services and parenting education among families within the target population

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and successfully refer overburdened families to HFA home visiting services and other resources appropriate to family needs.

3.7.2 The Contractor, through the home visitors described herein, shall provide case management services for each client enrolled as well as age appropriate health education. The Contractor shall utilize the collaborative team and community resources to assist the Contractor in building upon each client's individual strengths and in working with each client to develop an intervention plan, including referrals, to reach the client's goals. The Contractor shall maintain lines of communication with the collaborative team through case conferences, collaborative meetings, and/or by telephone.

3.8 Intensive Home Visitation (Encounters) Requirements

3.8.1 The Contractor shall offer services intensively with well-defined criteria for increasing or decreasing frequency of service and over the long term.

3.8.2 The Contractor shall ensure that services are offered at least weekly during the first six months after the birth of the baby or six months after enrollment, whichever is longer (up to 10% of families can receive less than weekly visits within the timeframe).

3.8.3 The Contractor shall offer services a minimum of three years and up to five years after the birth of the baby.

3.9 Client Education

3.9.1 The Contractor shall visit each client to educate the client about pregnancy, the infant's growth and development, and the importance of obtaining prenatal care from a medical provider. The Contractor shall utilize the 12 Critical Elements, the Best Practice Standards Guide found at:

http://www.healthyfamiliesnewyork.org/Media/pdf/Administrative_Docs/2014-2016HFABestPracticeStandards10012013.pdf .

3.10 Depression Screening

3.10.1 The Contractor shall administer client assessments at intervals required and additionally as recommended by the Department. Technical assistance will be provided by the Department as needed. This shall include the Edinburgh Postpartum Depression Scale, which has been approved for use in the Department Home Visiting Program.

3.10.2 The Contractor shall make best efforts to implement the program with fidelity to the HFA Model and shall adhere to all revisions made by HFA National Office in regard to the above-referenced Best Practice Standards.

3.11 Data System, Recordkeeping and Reporting Requirements

3.11.1 The Contractor shall establish a permanent record in the University of Missouri (MU) Institutional Research Electronic Data Capture (REDCap) web-based system. The

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- Contractor must enter completed forms on each client and the disposition of each client, including information documenting that each enrolled client qualifies for the program.
- 3.11.2 The Contractor shall participate in training to access to the REDCap system through cooperation with MU and the Department.
 - 3.11.3 The Contractor shall maintain an individual paper record for each client participating in the home visiting program. This record must contain all signed consents for participation and screening tools as well as any other information the Contractor deems necessary.
 - 3.11.4 The Contractor shall store and maintain all client paper records, including the files, in a safe and secure location.
 - 3.11.5 The Contractor shall maintain a record of all trainings that the home visitors receive and document these trainings in REDCap.
 - 3.11.6 The Contractor shall continuously update the permanent record for each client that was established in the REDCap System. By no later than the last working day of each month, the Contractor must complete the following forms into the REDCap System as the forms pertain to each client's progression in the program:
 - a. Initial Assessment and Referral
 - b. Enrollment
 - c. Home Visit Record (every visit)
 - d. 1st Month Post-Enrollment
 - e. 2nd Month Post-Enrollment
 - f. 16th Week of Gestation
 - g. 36th Week of Gestation
 - h. 6th Month Post-Enrollment
 - i. Program Participant Form (at 1, 2, and 3 years)
 - j. 1st Year Post-Enrollment
 - k. 2nd Year Post-Enrollment
 - l. 3rd Year Post-Enrollment
 - m. Age Zero
 - n. 4-8 Weeks (Index Child's Age)
 - o. Age 6 Months
 - p. Age 12 Months
 - q. Age 18 Months
 - r. Age 24 Months
 - s. Age 36 Months
 - t. Age 48 Months
 - u. Age 60 Months
 - v. Home Visitor Demographics
 - w. Participants Served
 - x. Participant /Family Demographic Update
 - y. Missouri Home Visiting: Site Supervisor (required monthly entry)
 - z. Missouri Home Visiting: Site Staff (required monthly entry)

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3.12 Customer (Client) Satisfaction Survey

3.12.1 Annually, the Contractor shall administer a customer satisfaction survey to all clients enrolled in the program and must submit the completed surveys to the Department by January 15.

3.12.2 The Contractor shall utilize the survey form that will be provided to the Contractor by the Department each year.

3.12.3 The Contractor shall perform the survey according to the requirements of the Department in effect at the time of the survey.

3.13 Other Requirements

3.13.1 The Contractor shall actively explore and utilize pre-existing funding sources and attempt to obtain additional funding sources for the program to enable the provision of the services to expand the number of clients served and to ensure long-term viability of the program in the community.

3.13.2 The Department shall in all cases be utilized as “payer of last resort” which means that payment by the Department shall be only after the Contractor has demonstrated that all other funding sources, including but not limited to, insurance coverage and/or government assistance programs have been exhausted.

3.13.3 The Contractor shall ensure personnel participation with the Department in regularly scheduled consultations and discussions regarding implementation of the program model, collaborative efforts, and efficiency of the program.

4. BUDGET AND ALLOWABLE COSTS

4.1 The Contractor shall be paid a firm, fixed price in monthly payments not to exceed the total contract amount, upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices.

4.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Contractor will be given thirty (30) days prior written notification of any reallocation.

4.3 The Contractor shall follow competitive procurement practices assuring all purchases are at reasonable prices.

5. INVOICING AND PAYMENT

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- 5.1 If the Contractor has not already submitted a properly completed State Vendor Automated Clearing House Electronic Funds Transfer (ACH/EFT) Application for deposit into a bank account of the Contractor, such Application shall be completed and submitted per this section, as the Department will make payments to the Contractor through Electronic Funds Transfer. The Department may delay payment until the ACH/EFT application is completed and approved.
 - 5.1.1 A copy of State Vendor ACH/EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
 - 5.1.2 The Contractor must fax the ACH/EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 5.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice.
- 5.3 The Contractor shall be paid on a monthly basis upon receipt and approval of a properly prepared invoice and monthly activity report itemizing the deliverables performed during the month prior to the month in which an invoice is received. Invoices and reports shall be due by the last day of the month following the month in which services were provided during the contract period.
- 5.4 All invoices and reports shall be sent to:
Missouri Department of Health and Senior Services
Bureau of Genetics and Healthy Childhood
Attention: HFMoHV Program
P.O. Box 570
930 Wildwood Drive
Jefferson City, MO 65102-0570
- 5.5 Final invoices are due within thirty (30) calendar days of the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 5.6 If a request by the Contractor for payment or reimbursement is denied, the Department shall provide the Contractor with written notice of the reason(s) for denial.

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

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

6. AMENDMENTS

- 6.1 Any changes to this contract shall only be made by execution of a written amendment signed and approved by the Department.

7. RENEWALS

- 7.1 The Department shall have the right, at its sole option, based upon available funding and Contractor performance during the prior contract period, to renew the contract for two (2) additional one-year periods. In the event the option is exercised, all terms and conditions, requirements and specifications of this contract shall remain the same and apply during the renewal period.

8. MONITORING

- 8.1 The Department reserves the right to monitor this contract during the contract period to ensure financial and contractual compliance.
- 8.2 Contractors deemed high-risk by the Department may have special conditions or restrictions imposed, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. Special conditions or restrictions can be imposed at

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the time of the contract award or at any time after the contract award. Written notification will be provided to the Contractor prior to the effective date of the high-risk status.

9. DOCUMENT RETENTION

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

10. CONFIDENTIALITY

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

11. LIABILITY

- 11.1 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the

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Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

- 11.2 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

- 12.1 Any publicity release mentioning contract activities shall reference the contract number and the Department. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the Department. The Contractor shall obtain approval from the Department prior to the release of such publicity or publications.
- 12.2 In accordance with the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public law 112-74, Section 505, "Steven's Amendment" the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

Columbia/Boone County Health Department/Healthy Families America

12.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

12.2.2 The percentage of the total costs of the project or program that will be financed by nongovernmental sources.

12.3 If any copyrighted material is developed as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

13. AUTHORIZED PERSONNEL

13.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

13.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

13.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as

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attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

- 13.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
 - 13.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 13.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 13.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 13.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

14. TERMINATION

- 14.1 If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract, or in the event of a change in federal or state law relevant to this contract, the obligations of each party may, at the sole discretion of the Department, be terminated in whole or in part, effective immediately or as determined by the Department, upon written notice to the Contractor from the Department.
- 14.2 The Contractor may terminate the contract by giving written notice at least sixty (60) calendar days prior to the effective date of such termination. The Department reserves the right to terminate the contract, in whole or in part, at any time, for the convenience of

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the Department, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department as authorized by law. The Contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of termination.

CERTIFICATIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

CERTIFICATIONS

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

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

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

CERTIFICATIONS

- 5.1 Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.
- 6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION**
- 6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
- 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;

CERTIFICATIONS

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

7. CONTRACTOR’S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

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

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services (DHSS) has determined that this contract is subrecipient in nature as defined in the Office of Management and Budget (OMB) Circular A-133, Section 210. To the extent that this contract involves the use, in whole or in part, federal funds, the Contractor shall comply with the following special conditions.
 - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.
 - 1.2.1 Uniform Administrative Requirements
A-102 – State/Local Governments
2 CFR 215 – Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110)
 - 1.2.2 Cost Principles
2 CFR 225 – State/Local Governments (OMB Circular A-87)
2 CFR 230 – Not-For-Profit Organizations (OMB Circular A-122)
2 CFR 220 – Colleges and Universities (OMB Circular A-21)
48 CFR 31.2 – For-Profit Organizations
45 CFR 74 Appendix E – Hospitals
- 1.3 The Contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to DHSS, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
- 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
<http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>
- 1.5 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR 175.25. The subrecipient and subrecipients' employees may not:

SUBRECIPIENT SPECIAL CONDITIONS

- 1.5.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- 1.5.2 Procure a commercial sex act during the period of time that the award is in effect; or
- 1.5.3 Use forced labor in the performance of the award or subawards under the award.
- 1.5.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.6 The Contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.7 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 1.8 The Contractor shall provide its Data Universal Numbering System (DUNS) number, unless the Contractor is an exempt individual as per 2 CFR 25.110(b). Pursuant to 2 CFR 25, no entity may receive a subaward unless the entity has provided its DUNS number. The award of this contract shall be withheld until the DUNS number has been submitted to and verified by the Department.
- 1.9 Equipment
 - 1.9.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR 215.34 or 45 CFR 92.32, as applicable. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000 there is no further obligation to the Department. Items purchased by the Contractor with a current FMV greater than \$5,000 may be sold or retained by the Contractor but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
 - 1.9.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Healthy Families America (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

**MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICE
CONTRACT FUNDING SOURCE(S)**

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking # 40608	State: 0%	\$0.00	Federal: 100%	\$124,672.00
Contract Title: HEALTHY FAMILIES AMERICA				
Contract Start: 10/1/2014	Contract End: 9/30/2015	Amend#: 00	Contract #:	
Vendor Name: COLUMBIA/BOONE COUNTY HEALTH DEPARTMENT				

Federal Award Year: * **DHSS #:** HRSA-15-001
Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION
CFDA: 93.994 **CFDA Name:** MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES
Federal Award Name: *
Federal Award: *
Research and Development: N **Subject to A-133 Requirements:** Y

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