

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B140-14

Department Source: Public Health & Human Services

To: City Council

From: City Manager & Staff

Council Meeting Date: May 19, 2014

Re: Missouri Department of Health and Senior Services

Participation Agreement - Tuberculosis (TB) Control Program's Diagnostic Services Program

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Participation Agreement for Professional and Special Services Provider

Supporting documentation includes: None

Executive Summary

The Diagnostic Services Program provides payment to healthcare providers who provide tuberculosis diagnostic services required for patients who have no insurance or means of payment.

Discussion

This program provides reimbursement for the provision of tuberculosis diagnosis and control services to low income, uninsured individuals.

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

If the council approves, an affirmative vote would be in order.

Legislative History

This was previously an informal agreement that had been in place since July 1999.


Department Approved


City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 140-14

AN ORDINANCE

authorizing an agreement with the Missouri Department of Health and Senior Services for tuberculosis diagnostic screening services; 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 an agreement with the Missouri Department of Health and Senior Services for tuberculosis diagnostic screening services. The form and content of the agreement 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

PARTICIPATION AGREEMENT FOR PROFESSIONAL AND SPECIAL SERVICES PROVIDER

FEDERAL AGENCY NAME DHHS-Centers for Disease Control and Prevention		FEDERAL AWARD YEAR 2014	AGREEMENT NUMBER	O.A. VENDOR NUMBER
FEDERAL AWARD NUMBER CCU700495-32		FUNDING SOURCE		
FEDERAL AWARD NAME Tuberculosis Elimination and Laboratory Capacity		STATE %	FEDERAL 100%	
		RESEARCH & DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	SUBJECT TO A-133 REQUIREMENTS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
		CFDA NUMBER 93-116	CFDA TITLE Tuberculosis Prevention	

- By signing below the Provider agrees to provide services or goods as needed to Missouri Department of Health and Senior Services (hereinafter referred to as Department/state agency) approved clients.
- This agreement shall consist of: (1) this form, (2) Attachment A – Certification, (3) Attachment B – Business Associate Provisions and (4) the Terms and Conditions, attached hereto and incorporated by reference as if fully set forth herein.
- To the extent that this agreement involves the use, in whole or in part, federal funds, the signature of the Provider's authorized representative on the agreement signature page indicates compliance with the Certifications contained in Attachment A as attached hereto and incorporated by reference as if fully set forth herein.
- The Provider shall comply with provisions of Attachment B, as attached hereto and incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.
- The Provider shall comply with the policies and procedures required by the Department in the delivery of services, supplies, appliances or pharmaceuticals and in submitting claims for payment, as described in the Program Billing Guidelines which are incorporated herein as if fully set out. The Department shall provide guidelines to the Provider.
- Services authorized and resulting charges are subject to review and approval by the Department. Payments for service shall be in accordance with Program Billing guidelines in effect at the time services are provided.
- The Provider shall not require or request payment for authorized services from clients covered by this Agreement. The Provider shall have the express right to bill clients covered under this Agreement for services that are not authorized. Unauthorized services are those for which the Department has not given specific prior authorization. Billings for services provided to approved clients must be submitted to the Department no later than sixty (60) days following the date of services provided. Final invoices must be submitted no later than January 31st of the following year.
- Obligations under this agreement shall be suspended at such time as funds are not available to cover payment for services provided to qualified clients. However, suspension shall not eliminate coverage under this agreement for services which had been approved by the Department and which had already been furnished prior to the date of suspension.
- This agreement shall be effective from the date of the last signature, for the term limit of two years and may be renewed by an amendment to the agreement. This agreement can be terminated by either party as set forth in the attached Terms and Conditions.

PROVIDER NAME (PLEASE TYPE) Columbia/Boone County Health Department		PAYMENT MAILING ADDRESS (STREET, CITY, STATE, ZIP)	
NAME OF AUTHORIZED REPRESENTATIVE			
SIGNATURE OF PROVIDER OR REPRESENTATIVE 		DATE	
FEDERAL TAX I.D. OR SOCIAL SECURITY NO.		STATE LICENSE NO. (IF APPLICABLE)	TELEPHONE NUMBER
TYPE OF PROVIDER <input type="checkbox"/> HOSPITAL <input type="checkbox"/> PHARMACY <input type="checkbox"/> DENTIST <input type="checkbox"/> THERAPIST <input type="checkbox"/> PHYSICIAN (M.D./D.O.) <input type="checkbox"/> OTHER			CERTIFIED MINORITY OR WOMEN BUSINESS ENTERPRISE (MBE / WBE) <input type="checkbox"/> YES <input type="checkbox"/> NO
PROVIDER ENROLLMENT APPROVED			
MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF ADMINISTRATION DIRECTOR OR DESIGNEE 		TITLE	DATE



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES TERMS AND CONDITIONS

1. APPLICABLE LAWS AND REGULATIONS

a. This contract or agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The venue for arbitration or litigation of any dispute shall be Cole County, Missouri. The Contractor/Provider shall comply with all federal and state laws, regulations and policies applicable to this contract or agreement.

In performing its responsibilities under this contract or agreement, the Contractor/Provider shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.

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)

Cost Principles

2 CFR 225 - State/Local Governments (OMB Circular A-87)

A-122 - Not-For-Profit Organizations

A-21 - Colleges and Universities

48 CFR 31.2 - For-Profit Organizations

45 CFR 74 Appendix E – Hospitals

b. The Contractor/Provider shall comply with all applicable Federal and State statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to this contract or agreement. These may include but are not limited to: (a) 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; (b) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206 (d)); (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities; (e) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (f) Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity"; (g) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements; (h) Missouri Governor's E.O. #94-03 (excluding article II due to its repeal); (i) Missouri Governor's E.O. #05-30; and (j) the requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to this contract or agreement.

c. The Contractor/Provider and any subcontractors shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under this contract or agreement shall be used to pay the salary or expenses of the Contractor/Provider, or agent acting for the Contractor/Provider, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The Contractor/Provider shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The Contractor/Provider shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.

d. The Contractor/Provider 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/Provider shall return to the Department any funds disallowed in an audit of this contract or agreement.

e. The Contractor/Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

f. The Contractor/Provider 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.

g. The Contractor/Provider 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.).

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

In addition, the Contractor/Provider shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

i. If the Contractor/Provider is a subrecipient as defined in OMB Circular A-133, Section 210, the Contractor/Provider 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/Provider through this contract or agreement.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES TERMS AND CONDITIONS

2. ELIGIBILITY TO CONTRACT

a. The Contractor/Provider assures and certifies that it and any of its subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The Contractor/Provider shall include the certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

b. In accordance with Section 34.040.6 RSMo, if the Contractor/Provider or its affiliate, if any, makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in the State of Missouri, it shall collect and properly pay the tax as provided in Chapter 144, RSMo.

3. TERMINATION

a. If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract or agreement, or in the event of a change in federal or state law relevant to this contract or agreement, the obligations of each party may, at the sole discretion of the Department, be terminated in whole or in part, effective immediately or as determined by the Department, upon written notice to the Contractor/Provider from the Department.

b. The Contractor/Provider may terminate the contract or agreement by giving written notice at least sixty (60) calendar days prior to the effective date of such termination. The Department reserves the right to terminate the contract or agreement, in whole or in part, at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the Contractor/Provider at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor/Provider pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department as authorized by law. The Contractor/Provider shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department and for all non-cancelable obligations incurred pursuant to the contract or agreement prior to the effective date of termination.

c. In the event of material breach of the contractual obligations by the Contractor/Provider, the Department may, by written notice, terminate this contract or agreement immediately in whole or in part. At its sole discretion, the Department may give the Contractor/Provider an opportunity to cure the breach. The actual cure must be completed within no more than ten (10) working days unless otherwise approved by the Department. If the Contractor/Provider fails to cure the breach or when immediate action is demanded, the Department will issue a written notice terminating the contract or agreement in whole or in part, effective immediately. If the Department terminates this contract or agreement in whole or in part, it may acquire, under the terms and in the manner the Department considers appropriate, equipment, supplies and/or services similar to those terminated, and the Contractor/Provider shall be liable to the Department for any excess costs for the equipment, supplies and/or services. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor/Provider pursuant to the terms of the contract or agreement shall, at the option of the Department, become the property of the Department, as authorized by law.

d. Any notice to the Contractor/Provider 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/Provider.

4. INVOICING AND PAYMENT

a. Notwithstanding any other payment provision of this contract or agreement, if the Contractor/Provider fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the Department may withhold payment or reject invoices under this contract or agreement.

b. Final invoices are due within thirty (30) calendar days of the contract or agreement ending date unless otherwise stated in the contract or agreement. The Department shall have no obligation to pay any invoice submitted after the due date.

c. In accordance with state policies and procedures, the Contractor/Provider shall submit an invoice billed to the Department on the Contractor/Provider's original descriptive business invoice form. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice or bill.

d. If a request by the Contractor/Provider for payment or reimbursement is denied, the Department shall provide the Contractor/Provider with written notice of the reason(s) for denial.

5. DOCUMENT RETENTION

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

6. CONFIDENTIALITY

The Contractor/Provider shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor/Provider establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law. The Contractor/Provider assumes liability for all disclosures of confidential information by the Contractor/Provider and/or the Contractor's/Provider's subcontractors and employees. The Contractor/Provider agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164).



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES TERMS AND CONDITIONS

7. PUBLICITY

Any publicity release mentioning contract or agreement activities shall reference the contract or agreement number and the Department. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract or agreement and the Department. The Contractor/Provider shall obtain approval from the Department prior to the release of such publicity or publications.

8. COPYRIGHTS

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

9. LIABILITY

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

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

10. AMENDMENTS

Any changes to this contract or agreement shall only be made by execution of a written amendment on the Department's Form DH-71 or other form approved by the Department.

11. MONITORING

a. The Department reserves the right to monitor this contract or agreement during the contract/agreement period to ensure financial and contractual compliance.

b. Contractors/Providers 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 or agreement period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor/Provider to obtain technical or management assistance; or establishing additional prior approvals from the Department. Special conditions or restrictions can be imposed at the time of the contract award or at any time after the contract award. Written notification will be provided to the Contractor/Provider prior to the effective date of the high-risk status.

12. RETURN OF CONTRACT/AGREEMENT

Return of the proposed contract or agreement within forty-five (45) calendar days of the date mailed by the Department is necessary to ensure execution of this contract or agreement by the Department.

13. OVERPAYMENT

If the Contractor/Provider is overpaid by the Department, the Contractor shall issue a check made payable to "DHSS-DOA-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

14. EQUIPMENT

a. Title to equipment purchased by the Contractor/Provider for the purposes of fulfilling contract or agreement services vests in the Contractor/Provider 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/Provider must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$500. The repair and maintenance of purchased equipment will be the responsibility of the Contractor/Provider. Upon satisfactory completion of the contract or agreement, if the current fair market value (FMV) of the equipment purchased by the Contractor/Provider is less than \$5,000 there is no further obligation to the Department. Items purchased by the Contractor/Provider with a current FMV greater than \$5,000 may be sold or retained by the Contractor/Provider but the Contractor/Provider may be required to reimburse the Department for costs up to the current value of the equipment.

b. Equipment purchased by the Department and placed in the custody of the Contractor/Provider shall remain the property of the Department. The Contractor/Provider must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

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,

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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

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- 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;

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- 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.

1.1 Business Associate Provisions:

1.1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

a. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

- 1) "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
- 2) "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
- 3) "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
- 4) "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.
- 5) "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
- 6) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
- 7) "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 8) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
- 9) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 10) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

- (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

- 11) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
 - 12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
 - 13) "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
 - c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
 - d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

1.1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

- a. The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.
- b. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- c. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- d. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- e. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

- f. If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).
- g. The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.
- h. The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

1.1.3 Obligations and Activities of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - 3) Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - 4) Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - 5) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on

behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect

of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

- l. The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
 - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
 - m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
 - n. Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
 - o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
 - p. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.
- 1.1.4 Obligations of the State Agency:
- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.

- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
 - c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
 - d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
- 1.1.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.
- 1.1.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
VENDOR INPUT

PRINT OR TYPE

- ☐ New Vendor - Complete sections A and C
☐ Vendor Change - Complete sections A, B and C

SECTION A: VENDOR INFORMATION – TO BE COMPLETED BY THE VENDOR (SEE SECTION A INSTRUCTIONS)

1. NAME AS SHOWN ON YOUR TAX RETURN	
2. BUSINESS NAME, IF DIFFERENT FROM ABOVE	
3. BUSINESS ADDRESS (NUMBER, STREET AND APT. OR SUITE NUMBER)	4. P.O. BOX NUMBER
5. CITY, STATE AND ZIP CODE	6. TELEPHONE NUMBER
7. PAYMENT ADDRESS, IF DIFFERENT FROM ABOVE	

TAX IDENTIFICATION NUMBER (TIN) AND TAX FILING STATUS, AS SHOWN ON YOUR TAX RETURN

Enter your TIN in the appropriate box. The TIN provided must match IRS records for the name given on Line 1 above. For Individuals and Sole Proprietors not using a Federal Employer Identification Number (FEIN), this is your Social Security Number (SSN). For other businesses, this is your FEIN.

8. SOCIAL SECURITY NUMBER ____ - ____ - ____ <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietor or single-owner LLC <input type="checkbox"/> Missouri State Employee		
9. FEDERAL EMPLOYER IDENTIFICATION NUMBER ____ - ____		
<input type="checkbox"/> Sole Proprietorship or single-owner LLC	<input type="checkbox"/> Trust or Estate	<input type="checkbox"/> Corporation or LLC electing Corporate status
<input type="checkbox"/> S-Corporation	<input type="checkbox"/> Partnership or multi-member LLC	<input type="checkbox"/> State or Local Government
<input type="checkbox"/> Public entity (such as public school, college or university)	<input type="checkbox"/> Federal Government/Military	
<input type="checkbox"/> Association, Club, Religious, Charitable, Educational or other tax-exempt organization (include IRS Federal tax exemption)		

SECTION B: PREVIOUS VENDOR INFORMATION (SEE SECTION B INSTRUCTIONS)

10. REASON FOR CHANGE (OWNERSHIP CHANGE, BUSINESS RESTRUCTURE, BUSINESS RELOCATION, ETC.)	11. DATE OF CHANGE
12. PREVIOUS BUSINESS NAME	
13. PREVIOUS BUSINESS ADDRESS	
14. PREVIOUS PAYMENT ADDRESS, IF DIFFERENT FROM BUSINESS ADDRESS	
15. PREVIOUS TAX ID NUMBER	
COMMENTS	

SECTION C: CONTACT INFORMATION – LIST THE NAME OF SOMEONE AT YOUR BUSINESS WHO CAN ANSWER OUR QUESTIONS

PRINTED NAME	TITLE
E-MAIL ADDRESS	TELEPHONE NUMBER

CERTIFICATION FOR STATE OF MISSOURI – I certify that the above information is accurate and complete, according to the Vendor Input form instructions.

SIGNATURE	DATE
PRINTED NAME	TITLE

CERTIFICATION FOR INTERNAL REVENUE SERVICE (IRS)

☐ Exempt from Backup Withholding

Under penalties of perjury, I certify that:

I. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

II. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

III. I am a U.S. person (including a U.S. resident alien)

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For all real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See W-9 Instructions on irs.gov website for more information.) The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SIGNATURE	DATE
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VENDOR INPUT FORM INSTRUCTIONS

Fax completed form to: Office of Administration, Division of Accounting at (573) 526-9813.

SECTION A: TO BE COMPLETED BY VENDOR (ALL FIELDS REQUIRED UNLESS OTHERWISE STATED)

Lines 1 and 2: If you are an individual, enter the name shown on your income tax return. If you have changed your name without letting the Social Security Administration know, then you should enter both the name that appears on your Social Security Card **and** your new name.

Sole Proprietors - Enter your name, as listed on your income tax return, on Line 1. Enter your business, trade or "doing business as (DBA)" name on Line 2.

Limited Liability Company (LLC) - If you are a single-member LLC that is separate from its owner, enter the owner's name on Line 1. Enter the LLC's name on Line 2.

Other business types - Enter the name of your business on Line 1. This must be the name shown on the "Name" line of your federal tax return and the legal documents you filed when your business was created. If you do business under another name, that name should be listed on Line 2.

Lines 3, 4 and 5: Enter the address where we can send an IRS Form 1099, showing the dollar amount the State of Missouri paid to you, should one be required. This is usually the main mailing address for your business.

Line 6: Enter your business telephone number.

Line 7: If payments we make to you should be sent to a different address than your IRS Form 1099, enter this address on Line 7.

Lines 8 and 9: Tax Identification Number (TIN) and Tax Filing Status – Check with your tax preparer or accounting department if you are unsure how to complete this section.

If you are an individual person, a State of Missouri employee or you are the sole proprietor of a business that is not required to have an Employer Identification Number (EIN), enter your Social Security Number (SSN) on Line 8. Check the box that describes your situation.

If you file your taxes using a Federal Employer Identification Number (FEIN/EIN), enter this number on Line 9. Check the box that explains how your business files taxes with the IRS.

SECTION B: THIS SECTION IS FOR CHANGES THAT HAVE HAPPENED TO YOUR NAME, ADDRESS INFORMATION, TAX ID NUMBER OR TAX FILING STATUS.

New information should be entered in **SECTION A** and old information should be listed in **SECTION B**. Include the date that the change legally took effect and the reason for the change.

SECTION C: CONTACT INFORMATION

Give a contact name and telephone number.

Certification for State of Missouri – This section **must** be signed by the vendor.

Certification for Internal Revenue Service (IRS) – Sign this section if:

- I. The Tax ID number you entered on the form is correct
- II. You or your business is not subject to backup withholding
- III. You are a US citizen or US resident alien.

If you have questions while completing this form, please call (573) 751-2971 for assistance.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
VENDOR INPUT/ACH-EFT APPLICATION

*REQUIRED FIELDS

*NAME/ADDRESS AS SHOWN ON FEDERAL TAX RETURN		*FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER	
 		*TYPE OF ENTITY <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Individual <input type="checkbox"/> State Employee <input type="checkbox"/> Other _____	
 		DATE OF CHANGE	
REMIT TO NAME/ADDRESS IF DIFFERENT THAN ABOVE 		PREVIOUS FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER	
 		PREVIOUS NAME	
 		PREVIOUS ADDRESS	
 		COMMENTS	
PURCHASE ORDER NAME/ADDRESS IF DIFFERENT THAN ABOVE 			
TO BE COMPLETED BY FINANCIAL INSTITUTION			
NAME/ADDRESS OF FINANCIAL INSTITUTION 		<input type="checkbox"/> I (We) hereby authorize the State of Missouri, to initiate credit entries to my (our) account at the depository financial institution named and to credit the same such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provision of U.S. law. This authorization is to remain in full force and effect until the State of Missouri, Office of Administration, has received written notification from me (us) of its termination in such time and in such manner as to afford the State of Missouri and the financial institution a reasonable opportunity to act on it.	
DEPOSITOR ROUTING NUMBER		<input type="checkbox"/> I (We) hereby cancel my (our) ACH/EFT authorization.	
DEPOSITOR ACCOUNT NUMBER		*VENDOR SIGNATURE X	
NAME ON ACCOUNT		*PRINT NAME	
TYPE OF ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS		*TITLE	
SIGNATURE OF REPRESENTATIVE OF FINANCIAL INSTITUTION		EMAIL ADDRESS	
PRINT NAME		*TELEPHONE	
TITLE		*DATE	
TELEPHONE NUMBER	DATE		
CERTIFICATION FOR INTERNAL REVENUE SERVICE (IRS) <input type="checkbox"/> Exempt from Backup Withholding			
Under penalties of perjury, I certify that: I. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and II. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and III. I am a U.S. person (including a U.S. resident alien). Certification instructions. You must cross out item II above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For all real estate transactions, item II does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See W-9 Instructions on irs.gov website for more information.) The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.			
SIGNATURE			

VENDOR INPUT FORM INSTRUCTIONS

The purpose of this form is to add a vendor record or to make changes to a vendor record. A vendor is a person or business being paid by the State of Missouri.

THESE FIELDS ARE REQUIRED TO BE COMPLETED FOR ALL CIRCUMSTANCES. (SHADED FIELDS)

Enter NAME/ADDRESS AS SHOWN ON FEDERAL TAX RETURN.

Enter the FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER that is used for income taxes for the name entered.

Check the correct TYPE OF ENTITY.

Signature is required at VENDOR SIGNATURE along with PRINT NAME, TITLE, TELEPHONE, and DATE.

CONDITIONAL FIELDS

If payments are to be sent to a different address, enter a REMIT TO NAME/ADDRESS.

If purchase orders are to be sent to a different address, enter a PURCHASE ORDER NAME/ADDRESS.

If you are making a change to your vendor record, fill out these additional fields:

DATE OF CHANGE is the effective date of the change in business structure/activity

PREVIOUS FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER

PREVIOUS NAME

PREVIOUS ADDRESS

COMMENTS are for additional information that may be helpful including reason for the change.

TO SET UP OR TO CHANGE DIRECT DEPOSIT INFORMATION, FILL IN THE FOLLOWING, INCLUDING THE REQUIRED FIELDS FROM ABOVE.

NAME/ADDRESS OF FINANCIAL INSTITUTION where you want the money to be deposited. A representative from the financial institution must complete and sign this section.


Check appropriate box for electronic deposits.

If changing bank account information, fill in DATE OF CHANGE.

CERTIFICATION FOR INTERNAL REVENUE SERVICE (IRS)

This certifies that the Taxpayer Identification Number (TIN) on this form is the correct number and whether backup withholding applies.


Fax to (573) 526-9813 or mail to Office of Administration/Accounting, PO Box 809, Jefferson City, MO 65102.

	Division of Community and Public Health	
	Section: 6.0 Diagnostic Services Program	Revised 03/14
	Subsection: 6.00 - Table of Contents	Page 1 of 1

Diagnostic Services Program (DSP) Table of Contents

- 6.00 Diagnostic Services Program – Table of Contents**
- 6.01 General Information
- 6.02 Program Guidelines

Diagnostic Services Program Provider Listing: (*see TB Manual; Appendices/Other Resources located at:*
<http://health.mo.gov/living/healthcondiseases/communicable/tuberculosis/tbmanual/pdf/Appendices.pdf#page=23>.)

	Division of Community and Public Health	
	Section: 6.0 Diagnostic Services Program	Revised 03/14
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General Information

Policy: To provide tuberculosis evaluation services for those economically disadvantaged patients who have been identified as infected with or suspected of having tuberculosis.

Purpose: To control and eliminate tuberculosis through a comprehensive system of diagnostic evaluation, appropriate and effective treatment, consultation, technical assistance and education.

Procedure:

The patient is identified by the Local Public Health Agency (LPHA) as being tuberculin skin test positive, not covered by health care insurance, and without financial capability of accessing diagnostic medical evaluation for tuberculosis. The eligibility of a client to participate in the Diagnostic Services Program is determined by the LPHA and the Department of Health and Senior Services.

The LPHA chooses a physician from among the list of Diagnostic Services providers.

Diagnostic Services Program Provider Listing: (see *TB Manual; Appendices/Other Resources* located at:


<http://health.mo.gov/living/healthcondiseases/communicable/tuberculosis/tbmanual/pdf/Appendices.pdf#page=23>.)

Prior to the LPHA making an appointment with a Diagnostic Services provider, the LPHA must request authorization from the Bureau of Communicable Disease Control and Prevention's (CDCP) TB Program. The LPHA provides the following information to the Bureau:

- a) Patient's name
- b) Date of birth
- c) Social Security number
- d) Telephone number
- e) Address
- f) Name of physician to whom the patient is referred

The LPHA will generate a Diagnostic Services Eligibility/Authorization Form (MO 580-2615 (07/06)). The LPHA must then fax the form to the CDCP's TB Program for authorization. The LPHA should indicate the services requested for each patient. The Program will then authorize the services and fax the form back to the LPHA.

The LPHA assures that an appointment is made for the patient and that appropriate follow-up takes place.

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If medications are prescribed, the physician may personally fax the contract pharmacy (see the ***TB Manual; Case Management: Disease/ Obtaining Medications*** located at: <http://health.mo.gov/living/healthcondiseases/communicable/tuberculosis/tbmanual/index.php>), or instruct the LPHA to fax in the prescription. A copy of the prescription for the entire prescribed course of medications must be sent to the LPHA.

Patients are to receive medications and routine monitoring on a monthly basis at the LPHA.

All clinical specimens for diagnostic tests are to be sent to the State Tuberculosis Laboratory, so that there will be no costs incurred by either the participating physician or the patient.

All bills for tuberculosis services provided by the participating physician are to be submitted to the Bureau of Communicable Disease Control and Prevention, **not** to the LPHA.

 **Back to Top**

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	Subsection: 6.02 Program Guidelines	Page 1 of 7

Program Guidelines

Purpose:

An increased demand for outpatient services for tuberculosis has been experienced by the Local Public Health Agencies (LPHA). One of the shortcomings of public health is the difficulty in accessing care. This program will increase access to tuberculosis evaluation services for those economically disadvantaged clients referred with positive skin tests or with signs or symptoms of Tuberculosis (TB) disease.


The eligibility of a client will be determined by the Missouri Department of Health and Senior Services. The LPHA shall complete a Diagnostic Services Eligibility/Authorization form (see *the TB Manual; Appendices/Sample Forms* located at: <http://health.mo.gov/living/healthcondiseases/communicable/tuberculosis/tbmanual/pdf/DSPAAuthorizationForm.pdf>) and fax to the program in order to receive an authorization number before the date of service.

Verbal authorizations will no longer be provided. To be eligible for services, an individual must not have the ability to obtain the services from any other public or private insurance program. This program will not cover the deductible portion of any insurance program and as stated, anyone with insurance is ineligible. Services are not available to residents of penal institutions; however, services are available to parolees and those who have completed their sentence.

Confidentiality of names and identifying characteristics will be carefully guarded and only given to the provider of services.

General Program Guidelines:

1. The rate of reimbursement shall be the established rate listed under the service description.
2. Prior to providing program services, providers shall assure that the client has been authorized to receive services from the Missouri Department of Health and Senior Services. The Department of Health and Senior Services will not reimburse providers for services that are provided prior to authorization.
3. All providers may submit bills on any standard form. **The procedure codes and authorization number listed on the prior authorization for service description must be included.** Providers shall not submit results of the lab work, progress notes, or any other type of medical information. Billings should be submitted to the Missouri Department of Health and Senior Services, TB Control, P.O. Box 570, Jefferson City, Missouri 65102.

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4. The Missouri Department of Health and Senior Services will not make payment for any items or services to the extent that payment has been made, or can reasonably be expected to be made, under any state compensation program including Medicaid or Medicare, under an insurance policy, under any federal or state health benefits program, or by an entity that provides health services on a prepaid basis. The Missouri Department of Health and Senior Services is unable to pay the co-pay portion or deductible portion of any public or private compensation programs in which the client is enrolled.
5. The Missouri Department of Health and Senior Services has the authority to review client records and provider billings to assure that program guidelines as written herewith are followed.
6. The program shall be conducted in accordance with all state and federal nondiscrimination requirements. The standards for eligibility and participation in this program shall be the same for all regardless of race, creed, color, national origin, handicap, sexual orientation or gender.
7. The Missouri Department of Health and Senior Services reserves the right to limit or deny services to clients in order to adhere to budgetary limitations of the program.

Health Services:

Services provided under the program include office visits, clinical procedures, chest x-rays and chest x-ray interpretation.

1. Office Visits and Diagnostic Services
 - a. Participating physicians must hold a current license with the Missouri Board of Healing Arts and must have a current participation agreement with the Missouri Department of Health and Senior Services.
 - b. Reimbursement for diagnostic tests will be the established state rate.
 - c. Authorizations for diagnostic tests are made under the procedure codes listed on the last page of this subsection. Invoices should be submitted using the specific code for the test.

The total allowable amount per patient will be \$656 per year: \$75 for x-ray, \$36 for interpretation, \$480 for office visits (\$80 for first visit and \$50 for each of eight additional visits), and \$65 for induced sputum specimen collection (\$10.83 for up to six sputum collections).

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- d. Participating physicians must be willing to provide office visits, for diagnosis of tuberculosis, and must have arrangements for availability of chest x-rays. Induced sputum collection is also an option for patients who cannot produce sputum on their own, and clinical proof of sputum conversion is needed.

Diagnostic Services Program Provider Listing: (see *TB Manual; Appendices/Other Resources* located at:

<http://health.mo.gov/living/healthcondiseases/communicable/tuberculosis/tbmanual/pdf/Appendices.pdf#page=23>)


2. Physician Ordered Treatments

Treatment of tuberculosis and tuberculosis infection in adults and children is to be in accordance with the American Thoracic Society (ATS), the Centers for Disease Control and Prevention (CDC) and Infection Disease Society of America (IDSA) recommended regimens as endorsed by the Missouri Department of Health and Senior Services, Bureau of Communicable Disease Control and Prevention.

All Latent Tuberculosis Infection (LTBI) patients must have their medications approved prior to requesting them from the contracted pharmacy. The LPHA nurse must completely fill out the LTBI Medication Request and send to the TB Program for approval along, with the documentation requested on the form. After receiving the approval from the TB Program, the LPHA nurse can then proceed with ordering the medications, by sending the second page of the signed LTBI Medication Request form, the TBC-8 Medication Request form and the prescriptions to the contracted pharmacy. Prior approval for TB Disease patient's is not required before ordering their medications from the contracted pharmacy. When the contract pharmacy receives a prescription for INH, whether written, by telephone, or fax, a three-month supply will be prepared and mailed to the local health unit.

The medications for one month at a time will be dispensed to the patient by the LPHA nurse. When the LPHA nurse dispenses the third month's supply of medications to the patient, that nurse should alert the pharmacy for a new supply of medications.

For TB medications other than INH, the contract pharmacy will prepare and mail a one-month supply of medication to the local health agency. The nurse should be prepared to order each monthly supply so as to prevent lapses in treatment.

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The Missouri Department of Health and Senior Services will provide all required/prescribed antituberculosis medication, including vitamin B6, at no charge to the physician and/or client.

LTBI Medication Authorization Form & TBC-8 Medication Request Forms (see the *TB Manual; Appendices/Sample Forms* located at:

<http://health.mo.gov/living/healthcondiseases/communicable/tuberculosis/tbmanual/pdf/TBC-8.pdf>

Billing Instructions:


Clients may not be charged a co-payment for authorized services.

1. Prior Authorizations

- a. Upon determination of a client's eligibility by the LPHA, the LPHA will fax the Bureau of Communicable Disease Control and Prevention the request for Diagnostic Services Eligibility/Authorization form. The Bureau will send a written authorization to the LPHA.
- b. Providers may not be reimbursed for services that were delivered to a client prior to receiving authorization for the service from the unit.
- c. Prior authorization will list units authorized per client. The initial authorization will only be for one chest-x-ray, one interpretation and initial office visit. A second authorization is required prior to provision of subsequent TB diagnostic services.
- d. Prior authorization questions should be addressed to the Bureau of Communicable Disease Control and Prevention.

2. Invoice Forms

- a. Invoice(s) may be submitted on any standard form. **DO include patient's name(s) the procedure code and the authorization number.**
- b. Invoices must show the specific date and number of units delivered on that date. If multiple dates, invoice may show total with an attached detail page.
- c. All invoices for services provided to approved clients must be submitted to the Bureau at the address on the prior authorization form no later than 60 days following the date of services provided. Final invoices for services must be submitted no later than January 31st of the following year.

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- d. Questions regarding how to submit invoices should be directed to the Bureau of Communicable Disease Control and Prevention.

3. Denial of Payment

- a. Services will be paid only if the services have been authorized by the Missouri Department of Health and Senior Services, Bureau of Communicable Disease Control and Prevention.
- b. The decision to pay a received invoice is based on information taken from the written prior authorization. Providers should not submit invoices until they have received the written prior authorization.
- c. If a service is denied for payment completely or partially, a denial letter will be sent to the provider.
- d. **Failure to invoice within the required time limit will result in denial of payment.**
- e. Questions regarding authorization or billing may be addressed to the Bureau of Communicable Disease Control and Prevention at (573) 751-6411.


Participation Agreement for Diagnostic Services Provider:

All providers must have a current participation agreement with the Missouri Department of Health and Senior Services before being approved to provide services.

The provider's printed name, name of authorized representative, signature of provider or representative with date, social security or federal tax identification number, payment mailing address, state license number, and telephone number must be completed.

All copies should be submitted to the Missouri Department of Health and Senior Services, Bureau of Communicable Disease Control and Prevention.

After approval by the Missouri Department of Health and Senior Services, a copy will be returned to the provider.

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Provider Monitoring:


The Bureau of Communicable Disease Control and Prevention has the right to monitor diagnostic services providers. The provider will be contacted by phone in order to schedule a date for a review. A list of client records that will be reviewed will be included with the follow-up letter.

Follow-up visits may be indicated if problems were identified that required corrective action.

Bureau of Communicable Disease Control and Prevention maintains the right to review providers at any time it is determined appropriate.

Records will be reviewed for:

1. Prior authorization of service;
2. Physician orders when indicated;
3. Services were delivered within the dates stated on the prior authorization;
4. Billed services match delivery dates of services;
5. Services delivered coincide with services billed;
6. Questions regarding provider reviews may be addressed to the Bureau.

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HEALTH SERVICES PROCEDURE CODES AND RATES

<u>SERVICE</u>	<u>PROCEDURE CODE</u>	<u>RATE</u>	<u>MAXIMUM ALLOWED</u>
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Office Visit:

Office Visit (First)	99205	\$80/visit	1
Office Visit (Subsequent)	99215	\$50/visit	8

Clinical Procedures:

Induced Sputum Collection	89350	\$10.83/specimen	6
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X-ray:

Chest, Posterior-Anterior and Lateral (children) View	71020	\$75	1
Interpretation	71020A	\$36	1

Diagnostic Services Program Authorization Form: (see the *TB Manual*; *Appendices/Sample Forms* located at:

<http://health.mo.gov/living/healthcondiseases/communicable/tuberculosis/tbmanual/pdf/DSPAauthorizationForm.pdf>)

Diagnostic Services Program Provider Listing: (see *TB Manual*; *Appendices/Other Resources* located at: <http://health.mo.gov/living/healthcondiseases/communicable/tuberculosis/tbmanual/pdf/Appendices.pdf#page=23>.)

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