



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.

Tracking # 53319	Contract Title: HIV CASE MANAGEMENT	
Contract Start: 4/1/2023	Contract End: 3/31/2024	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:		Amend #: 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) CITY OF COLUMBIA	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 701 EAST BROADWAY P O BOX 6015	
CITY, STATE, and ZIP CODE COLUMBIA MO 65205	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****	UEI NUMBER WZR4KM9CBTV3
CONTRACTOR'S AUTHORIZED SIGNATURE <i>SKB</i>	DATE
PRINTED NAME De'Carlton Seewood	TITLE City Manager
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

Approved as to form:

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1. GENERAL

- 1.1. The contract amount shall not exceed \$1,092,726.00 for the period of April 1, 2023, through March 31, 2024.
- 1.2. To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the first page of this document indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3. The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.4. This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under the grant number, title, and amount listed in the Contract Funding Source(s) enclosure provided with this contract and zero percentage is/was financed with nongovernmental sources. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.
- 1.5. The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.5.1. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 1.5.2. Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.5.3. Taxes (e.g., city/county/state/federal)
 - 1.5.4. State and local certifications (e.g., professions/occupations/activities)
 - 1.5.5. Licenses and permits (e.g., city/county license, sales permits)

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- 1.5.6. Insurance (e.g., worker's compensation/unemployment compensation)
- 1.6. If the Contractor provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the Contractor understands and agrees that it is voluntarily choosing to seek a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.
- 1.7. Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:
- Program Name: Bureau of HIV, STD, and Hepatitis
Program Contact: Dustin Hampton
Address: 930 Wildwood
Phone: 573/751-6439
Email: Dustin.Hampton@health.mo.gov
- 1.7. The Contractor shall comply with the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA) National Monitoring Standards that can be viewed at <http://hab.hrsa.gov/manageyourgrant/granteebasics.html>.

2. BACKGROUND INFORMATION

- 2.1. The Department has developed a HIV Case Management system to assist individuals living with HIV/AIDS gain and maintain access to treatment. Approximately 5,951 individuals living with HIV/AIDS were served in calendar year 2021. More information regarding HIV/AIDS in the State of Missouri is available in the 2020 Epidemiological Profile that can be found on the following website: <http://health.mo.gov/data/hivstdaids/data.php>.
- 2.2. HIV Case Management Services includes assistance in obtaining medical, social, community, financial and legal referrals.
- 2.3. Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB) defines Ryan White Medical Case Management (MCM) as a range of client-centered services that link clients with health care, psychological and other services. Coordination and follow-up of medical treatments are components of Medical Case Management. Services ensure timely, coordinated access to medically appropriate levels of health and support services and continuity of care through ongoing assessment of clients' and key family members' needs and personal support systems. MCM includes treatment adherence counseling to ensure readiness for and adherence to

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complex HIV/AIDS regimens. For more information, see:
<https://www.hrsa.gov/grants/manage/index.html>. Key activities are listed below:

- 2.3.1 Initial assessment of service needs,
- 2.3.2 Development of comprehensive, individualized service plan,
- 2.3.3 Coordination of services required to implement the individualized service plan,
- 2.3.4 Client monitoring to assess the efficacy of the individualized service, and
- 2.3.5 Periodic reevaluation and adaptation of the individualized service plan as necessary over the life of the individual receiving MCM services.
- 2.4 The Statewide Management Meeting (SwMM) was formed to bring together HIV Case Management leadership from all regions of the state. SwMM meets for up to two (2) days in Jefferson City, or rotates meeting in each region. SwMM serves to examine, identify, and communicate areas for quality improvement within the MCM system. Additionally, SwMM:
 - 2.4.1 Develops consistent and cohesive Medical Case Management policies and procedures,
 - 2.4.2 Assesses and evaluates Medical Case Management system needs,
 - 2.4.3 Responds to changing local, state, and federal requirements and anticipates future needs, and
 - 2.4.4 Serves as an advisory group to the Department, Ryan White Parts A, C, and D, Grantees, Healthcare Strategic Initiatives, etc.
- 2.5 HIV Case Management contractors collaborate with the Case Management HIV Education and Training Program contractor to complete modules and participate in with live trainings.
- 2.6 The HIV Case Management system includes Medicaid State Plan Personal Care (SPPC) and AIDS waiver services through an agreement with the Department of Social Services to refer critically ill AIDS clients for cost effective, Medicaid-funded, in-home care services in lieu of in-patient nursing facility care. SPPC/AIDS waiver services are based on specific medical criteria and assessed needs.

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- 2.7 The HIV Case Management services are vital to link newly diagnosed individuals to HIV medical care and to assist individuals with retaining access to care and re-engaging individuals who have discontinued HIV medical care.
- 2.8 The Department has Medical Case Management providers located throughout the State of Missouri that cooperatively manage resources together in order to administer and supervise HIV Case Management services through a comprehensive, collaborative network that includes the utilization of community-based service organizations.
- 2.9 The HIV Case Management services are currently separated into six (6) distinct regions, including two (2) urban regions (St. Louis and Kansas City), and four (4) outstate/rural regions (Central, Northwest, Southeast, and Southwest). Additional information regarding Missouri Medical Case Management regions is included in the Medical Case Management Regional Map.

3. PURPOSE

- 3.1. To provide HIV Case Management services for Missouri residents living with human immunodeficiency virus (HIV) and/or acquired immunodeficiency syndrome (AIDS) within the Central HIV region.
- 3.2. The goals of the HIV Case Management services are to (1) increase the number of persons with HIV/AIDS (PWH/A) that gain and maintain access to HIV-related medical care and treatment, and (2) increase access and link persons living with HIV/AIDS, including newly diagnosed, to HIV-related medical care.

4. DELIVERABLES AND OUTCOMES

- 4.1 The Contractor shall collaborate and coordinate with other Missouri Ryan White grant recipients within the Central region (Adair, Audrain, Bates, Benton, Boone, Calloway, Camden, Chariton, Clark, Cole, Cooper, Gasconade, Henry, Howard, Johnson, Knox, Lewis, Linn, Macon, Maries, Marion, Miller, Morgan, Montgomery, Moniteau, Monroe, Osage, Pettis, Pike, Putnam, Ralls, Randolph, Saline, Schuyler, Scotland, Shelby, and Sullivan.)The Contractor shall coordinate case management services with other Central HIV Care and Prevention contractors, as applicable.
- 4.2 The Contractor shall agree and understand that the requirements stated herein are applicable to all regions unless otherwise indicated.
- 4.3 The Contractor shall collaborate with other Missouri Ryan White grant recipients (<http://hab.hrsa.gov/manageyourgrant/granteebasics.html>) within the awarded region and the State of Missouri to coordinate all parties' efforts and resources to avoid

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- duplication of services, and to assure the provision of efficient, cost effective, quality services.
- 4.4 The Contractor shall collaborate with HIV Case Management agencies across the State of Missouri to coordinate the delivery/transfer of Transitional Case Management services in accordance with the policies and procedures located at <https://health.mo.gov/information/contractorresources/contractor-files/>.
- 4.5 Within thirty (30) calendar days from the date the Department authorizes the Contractor to proceed with services, the Contractor shall designate an individual to provide Transitional Case Management services, in accordance with the policies and procedures located at <https://health.mo.gov/information/contractorresources/contractor-files/>, for PLWH/A who are incarcerated in Missouri Department of Corrections facilities. The Contractor shall designate such an individual.
- 4.6 The HIV Case Management agencies include any contracted, subcontracted, or separately funded agency providing HIV Case Management services
- 4.7 The Contractor shall arrange for interpretative language services for effective communication between the Contractor and persons with limited English proficiency, as needed and as appropriate, to facilitate participation in and meaningful access to HIV Case Management services.
- 4.8 The Contractor shall ensure equity of access, engagement, and retention in HIV medical care for all populations, with prioritization of populations that are disproportionately impacted by HIV/AIDS. Priority populations shall be identified based on review and analysis of trends presented in the most current Missouri HIV, STD, and AIDS epidemiologic profile, which can be found at: <http://health.mo.gov/data/hivstdaids/data.php>.
- 4.9 The Contractor shall accept referrals of potential new clients, shall enroll clients, and shall provide HIV Case Management services to Missouri residents with a verified HIV positive diagnosis, regardless of insurance or financial status, in accordance with the standards of practice, policies, and procedures in the manuals located at <https://health.mo.gov/information/contractorresources/contractor-files/>.
- 4.10 The Contractor shall understand and agree that referrals come from a variety of sources including, but not limited to, Disease Intervention Specialists, physicians, nurses, state and local public health systems, emergency rooms, STD clinics, and client self-referrals.

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- 4.11 The Contractor shall ensure through an ongoing monitoring and quality improvement system that all referrals for client services and authorizations are made based on necessity and according to a written plan of care in collaboration with the client.
- 4.12 Ryan White funds shall be used by the Contractor, as the payer of last resort. The Contractor shall ensure that all clients apply for and utilize other state, federal, and commercial insurance, including, but not limited to, Medicaid, Medicare, Veteran's Administration, or employer/union provided insurance prior to making referrals for client services.
- 4.13 The Contractor agrees to exclude any eligible clients from its 340B program for which the Department pays 100% of an uninsured client's drug costs and any portion of the eligible client's health insurance (i.e. premiums, co-payments, co-insurance, deductibles, etc.). In order to prevent any duplicative rebate/discount, the Contractor shall consider its clients ineligible for participating in its own 340B program when an active ADAP referral is present in the client level database at the time a prescription is processed, even if the client would otherwise meet the Contractor's other eligibility requirements.
 - 4.13.1 In the event a duplicative rebate/discount for a 340B eligible drug occurs, the Contractor shall provide written notification of the duplicative discount to the Department within 30 days, and take all required action to correct the duplicative discount as required by the Office of Pharmacy Affairs (OPA).
 - 4.13.2 The Contractor shall have a written process outlining the procedures for minimizing duplication 340B and reconciling with the department. The Contractor agrees to make the written process available to the department.
 - 4.13.3 The Contractor shall participate in the Ryan White Part B 340B reconciliation process to ensure that the Contractor is not inadvertently claiming Ryan White Part B 340B program rebates.
- 4.14 **Quality Management**
 - 4.14.1 The Contractor and any subcontractors shall participate in and provide reporting for a statewide quality improvement project guided by the Missouri Statewide Quality Management Plan (see under the "Quality Management Plan and Shared Statewide Quality Improvement Project" section for more details/requirements).
 - 4.14.2 The Contractor shall conduct and complete a minimum of one (1) quality improvement project targeted towards improving HRSA performance measures.
 - 4.14.3 The Contractor shall conduct Plan, Do, Study, Act (PDSA) quality improvement project for performance measures that are below HRSA's requirement.

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- 4.14.4 The Contractor shall complete quality improvement projects as directed by the department.
- 4.14.5 The Contractor shall provide performance and quality data as requested by the Missouri Part B Quality Management Team and the Missouri Statewide Quality Management Team (MOSQWT).
- 4.14.6 The Contractor understands that the department may require quality improvement projects to improve unmet HRSA performance measures.
- 4.15 The Contractor shall utilize the Department's statewide electronic client database to collect, track, and report timely client-level and program-wide data necessary to effectively administer and provide HIV Case Management services that meet the standards of practice, policies, and procedures in the manuals specified herein.
 - 4.15.1 The Department will provide the Contractor training and ensure contractor access to statewide electronic client database.
- 4.16 Within twelve (12) months of a previous client's annual eligibility update, the Contractor shall meet the following standards for clients as evidenced by documentation in statewide electronic client database:
 - 4.16.1 At least ninety percent (90%) of clients shall receive an annual eligibility update. The eligibility update shall be performed by the Contractor's HIV Case Manager.
 - 4.16.2 At least ninety percent (90%) of clients shall have evidence of at least two (2) HIV medical care visits within the previous twelve (12) month period or provide documentation from the provider if enrolled clients have evidence of less than two (2) HIV medical care visits within the previous twelve (12) month period.
 - 4.16.3 At least ninety percent (90%) of clients shall have evidence of at least two (2) cluster of differentiation 4 (CD4 count) or viral load test within the previous twelve (12) month period or provide documentation from the provider if enrolled clients have evidence of less than two (2) viral load tests within the previous twelve (12) month period.
 - a. For purposes of this document, a CD4 count shall be defined as a laboratory test that measures the number of CD4 T lymphocytes (CD4 cells) in a sample of blood. In people with HIV, the CD4 count is the most important laboratory indicator of how well the immune system is working and the strongest predictor of HIV progression.

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- b. For purposes of this document, viral load shall be defined as the amount of HIV in a sample of blood. A viral load test is a laboratory test that measures the number of HIV virus particles in a millimeter of blood. A high viral load indicates a higher number of HIV particles/copies in the body, which means the immune system is not fighting HIV well. The particles are called “copies”. A viral load test helps provide information on health status and how well antiretroviral therapy (ART) treatment, with HIV medicines, is controlling the virus.
- 4.16.4 At least ninety percent (90%) of client’s case managed by the Contractor shall be assessed annually using the Missouri Case Management Assessment Tool (MCMAT) referenced in the State of Missouri HIV Case Management Manual.
- a. The Contractor shall agree and understand that the MCMAT is used to assess client need and can be found in the case management database SCOUT support files, which is accessible to all authorized SCOUT database users.
- 4.16.5 At least ninety percent (90%) of client’s case managed by the Contractor shall have a minimum of one (1) Areas of Assessment, as identified in the MCMAT included in the Individual Service Plan. Documentation of progress achieved towards the resolution of such Areas of Assessment shall be included in the Individual Service Plan. The Contractor must update the Individual Service Plan at least two (2) times within each twelve (12) month period and as additional client needs arise.
- 4.16.6 At least ninety percent (90%) of clients shall be assessed annually by using the statewide assessment tool.
- a. The Contractor shall agree and understand that the statewide assessment tool is used to assess client need and can be found in the statewide electronic client database, which is accessible to all authorized statewide electronic client database users.
- 4.16.7 At least ninety percent (90%) of clients shall have a minimum of one (1) Areas of Assessment, included in the Individual Service Plan. Documentation of progress achieved towards the resolution of such Areas of Assessment shall be included in the Individual Service Plan. The Contractor must update the Individual Service Plan at least two (2) times within each twelve (12) month period and as additional client needs arise.
- 4.17 The Contractor shall conduct an annual client satisfaction survey utilizing the survey located at <https://health.mo.gov/information/contractorresources/contractor-files/>. The Contractor must maintain the survey results and must make the results available to the Department upon request.

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- 4.18 State Plan Personal Care (SPPC)/AIDS Waiver services (hereinafter referred to as “waiver services”):
 - 4.18.1 All Waiver services authorized by the Contractor’s personnel shall meet the Waiver specific qualification requirements located at <https://health.mo.gov/information/contractorresources/contractor-files/>.
- 4.19 To allow continuity in HIV Case Management assignments, when a client’s condition justifies the initiation of Waiver services, the Contractor may allow Medical Case Managers who meet the minimum Contractor personnel requirements specified herein, but who do not meet the requirements for authorizing waiver services to continue as the client’s primary Medical Case Manager in order to provide the following services:
 - 4.19.1 Conduct a Waiver assessment/evaluation.
 - 4.19.2 Determine the appropriate level of care required.
 - 4.19.3 Assist in the development of a Waiver services plan.
 - 4.19.4 Authorize Waiver services.
 - 4.19.5 Conduct one (1) of the required monthly home visits each quarter.
 - 4.19.6 Ensure client’s case records clearly document all team HIV Case Management activities.
- 4.20 All Waiver services authorized by the Contractor’s personnel shall be delivered in accordance with the standards of practice, policies, and procedures. Authorizations of Waiver services ensure only the medical necessity and appropriateness of the care services authorized and is not a guarantee for payment of services. The Department will not be held liable for payment of any authorized waiver services, whether or not such services are paid by Medicaid.
 - 4.20.1 The Contractor shall submit a Waiver Services Authorization in accordance with the standards of practice, policies, and procedures.
 - 4.20.2 The Contractor shall participate in hearings conducted by the Missouri Department of Social Services where the client’s denial appeal is based in the Contractor’s or subcontractor’s denial of authorizations for Waiver services. If requested by the Department, the Contractor shall participate in the hearing via submission of written documents, conference call, or physical presence. The Department will notify the Contractor of the requirements specific to any hearing and will reimburse the Contractor for incurred travel expenses associated with such hearings conducted outside of the Contractor’s region(s).

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- 4.20.3 In order to prevent a conflict of interest, the Contractor shall not authorize Waiver services for providers of Waiver services in the event the HIV Case Management and service provider agency are mutually owned and/or managed by a single entity.
- 4.20.4 The Contractor shall ensure that the actual total expenditures for authorized Waiver services, provided to clients under the Waiver program, shall not exceed the total amount that would have been incurred for nursing facility care. The Department will provide the Contractor with guidelines to be utilized in the waiver expenditure comparison. The Contractor shall document, on an annual basis that the client was informed of all care alternatives, including nursing facility care, and was given free choice of provider selection.
- 4.20.5 The Contractor shall provide case findings and program education activities for clients who are likely to require the level of care provided in a nursing facility and shall provide information about feasible alternatives to care. The Contractor's information must address the availability of Waiver services.
- 4.20.6 Linkage to Care case management services for newly diagnosed individuals – Within ninety (90) calendar days after receiving a referral for a newly diagnosed individual, the Contractor shall provide a more intense form of Medical Case Management, known as Linkage to Care case management, in accordance with standards of practice, policies, and procedures.
- 4.20.7 Medication Adherence -The Contractor shall provide a medications adherence education and counseling program to serve all clients receiving medications. The Contractor shall provide information regarding methods that assist in medication adherence, assistance with development of a schedule to promote medications adherence, information regarding medications side effects, or any other educational information that supports medications adherence.
- 4.20.8 The Contractor shall establish and maintain written policies and procedures for the medications adherence education and counseling program.
- 4.20.9 The Contractor shall not represent or infer that the medications adherence education and counseling program is a substitute for physician direction or is in any way providing medical advice to clients.
- 4.21 The Contractor shall coordinate, facilitate, and attend monthly joint case conferences with the Department. Joint case conferences are typically held within each region.
- 4.21.1 The Contractor's joint case conferences shall be conducted face-to-face in conjunction with the monthly regional case management meetings, at other times mutually agreed upon by the Contractor and the Department, or by telephone as needed between the Contractor and the Department.

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4.21.2 The Contractor's joint case conferences shall be used to address a wide variety of issues such as:

- a. Client needs or goals;
- b. Review of client progress in the reduction of areas of assessment and barriers to attainment of individual goals;
- c. Clarifying and mapping the Contractor's personnel roles and responsibilities;
- d. Resolving conflicts and identifying solutions related to client areas of assessment; and
- e. Adjusting current Individual Service Plan.

4.21.3 The Contractor's joint case conferences may vary in length, according to the current needs of the Contractor. The Contractor's joint case conferences and outcomes must be summarized in the progress note section of case management database, currently SCOUT, and must be approved by the Department.

4.21.4 The Contractor shall be responsible for coordinating all of the Contractor's travel, lodging, meals, and other related arrangements.

4.22 Contractor and Contractor Personnel Requirements:

4.22.1 The Contractor's HIV Case Manager(s) must meet the following minimum qualifications, unless otherwise specified by the Department:

4.22.2 (1) A two-year degree in nursing, or (2) a four-year degree in social work, or (3) a four-year degree in another health-related field, such as counseling, sociology or psychology and experience in locating, coordinating, monitoring services and knowledge of the available health and psychological services needed for individuals who are HIV infected is required, or (4) with prior approval of the Department, a college degree in another field such as teaching or arts and sciences with a minimum of two (2) years of any kind of case management experience.

4.22.3 If providing Waiver services, the HIV Case Manager must possess (1) a Licensed Clinical Social Worker (L.C.S.W.), Master of Social Work (M.S.W.) or Registered Nurse (R.N.) degree or license, and (2) must attend an annual Waiver training provided by the Department.

- a. The Department's annual waiver training may consist of policy review, new policy training, or any HIV health related topic. The Department's annual Waiver training may either be face-to-face or via webinar and will not exceed eight (8) hours.

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- 4.22.4 If a HIV case manager is currently licensed, or registered in the State of Missouri, a copy of the HIV case manager's license or registration must be maintained in the Contractor's personnel files and must be made available to the state agency upon request.
- 4.22.5 Prior to hiring, the Contractor shall ensure that all applicants for HIV case manager positions complete a consent form similar to that described in section 43.540, RSMo, requesting a criminal background check in writing from the Missouri State Highway Patrol or an equivalent organization that meets or exceeds the Missouri State Highway Patrol criminal background check standards.
- a. The criminal background check shall include any convictions or pleas of guilty to a misdemeanor or felony charge, including any suspended impositions of sentence, suspended executions of sentence, pleas of nolo contendere, and convictions or pleas during any period of probation or parole.
 - b. The Contractor shall not willingly hire an individual as a HIV case manager who has been convicted of, pleaded guilty to, pleaded nolo contendere to, or been found guilty of a crime in Missouri or any other state in which if committed in Missouri would be a Class A or a Class B felony violation of chapter 565, 566, 569, RSMo, or sections 568.020, 568.045, 573.200, 573.205, RSMo, or any violation of subsection 198.070, RSMo.
 - c. The Contractor must maintain results of criminal background checks in the applicant's personnel file and such results must be made available to the state agency upon request.
 - d. The Contractor shall be responsible for all costs associated with the criminal background checks required herein.
- 4.22.6 The Contractor shall ensure that the HIV case managers signs a release for review of background information and personnel file.
- 4.22.7 The Contractor shall ensure that the Contractor's Medical Case Managers attend regularly scheduled regional HIV Case Management meetings.
- 4.22.8 The Contractor shall utilize the Department's statewide electronic client database called "Securing Client Outcomes Using Technology" (hereinafter referred to as SCOUT) to collect, track, and report timely client-level and program-wide data necessary to effectively administer and provide Retention in Care/Lost to Care/Peer

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Navigation services that meet the standards of practice, policies, and procedures in the manuals specified herein.

- a. The Department will provide Contractor training for and assure Contractor access to SCOUT.
- 4.22.9 The Contractor's monthly regional HIV Case Management meetings shall be within the Contractor's awarded region(s) and shall be a minimum of one (1) hour in duration. The Contractor's regional case management supervisor and the Department shall schedule each meeting and coordinate the meeting location.
- 4.22.10 The Contractor and any subcontractors shall participate in Case Management HIV Education Learning Program (CM HELP) training modules, both live and web-based, and ensure personnel are current in the completion of the web-based modules and attend live trainings.
- 4.22.11 For purposes of this document, CM HELP shall be defined as an education and training program focusing on HIV medical care services for Medical Case Managers, including standardized information about HIV disease, treatment, and self-management.
- 4.22.12 The Contractor shall provide coverage for staff assigned Medical Case Management duties in the event the Medical Case Management staff is unavailable due to planned or unplanned leave.
- 4.22.13 The contractor shall complete training as required by the department.
- 4.22.14 The Contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.
- 4.23 The contractor shall ensure that new and rehired employees are screened upon employment for Tuberculosis (TB). The contractor employees shall use the *Tuberculosis (TB) Risk Assessment Form (MO-580-3015)* to meet the screening requirement. The *Tuberculosis (TB) Risk Assessment Form (MO-580-3015)* shall be signed by a health care professional. All positive tuberculin tests shall be reported to the department as required by 19 CSR 2-.20.020. Any employee that has 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. An employee shall be deemed non-infectious before returning to work. When necessary, the contractor shall works with state and local health departments. The contractor shall follow the *Center for Disease Control and Prevention* recommendations for Tuberculosis. The contractor can find CDC recommendations at <https://www.cdc.gov/tb/topic/testing/healthcareworkers.htm>.

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- 4.24 The contractor will complete a criminal record background check prior to employee hire and shall maintain a personnel file for each employee. The Contractor will maintain personnel policies for employees.
- 4.25 The Contractor will inform the Department of any key staff position changes related to this project. The Contractor shall not eliminate or add key staff positions to this project without prior approval from the Department. Nothing herein shall limit the Contractor's ability to terminate an employee, or to assign or reassign work as needed. Nor shall this section be interpreted as requiring Contractor to obtain the Department's approval when terminating an employee or when making work assignments.
- 4.26 The Contractor shall use the New/Exiting Case Manager Data form found in SCOUT Support Files to add/delete staff from the Bureau's HIV Contact List and CM Help Modules.
- 4.27 The Contractor shall alert database administrator immediately to remove access at the time of an unplanned staff departure from any contracted or subcontracted agency. The Contracted agencies shall alert database administrator with as much notice as possible for a planned staff departure with a minimum of 3 business days' notice.
- 4.28 Time and Effort**
- 4.28.1 The Contractor shall complete and report time and effort analysis for each individual funded by Ryan White Part B.
- 4.28.2 The Contractor shall submit the report in the format as requested by the department.
- 4.28.3 The Contractor shall submit the report quarterly.
- 4.28.4 The Contractor understands the department has the authority to revise the time and effort reporting.
- 4.28.5 The department shall monitor the Contractor to ensure time and effort analysis is completed.
- 4.30 The Contractor shall adhere to and utilize the attachments located at <https://health.mo.gov/information/contractorresources/contractor-files/>. The Contractor understands that this web address is for contractual purposes only and may be updated by the department.
- 4.31 The Contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.

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4.32 Unless otherwise specified herein, the Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

5. IMPLEMENTATION PERIOD REQUIREMENTS

5.1 Within five (5) business days after the effective date of the contract, the Contractor shall designate at least one (1) individual to serve as an administrative liaison between the Contractor and the Department and at least one (1) individual to serve as a financial liaison between the Contractor and the Department. The Contractor's administrative liaison and financial liaison may be the same individual. The Contractor shall provide the Department with the name(s), address (es), email address (es), and telephone number(s) for the Contractor's designated liaison(s).

5.2 Within thirty (30) calendar days after the effective date of the contract, the Contractor of each region shall designate an individual to serve as the regional supervisor. The Contractor's regional supervisor's responsibilities include, but are not necessarily limited to, the following:

5.2.1 Monitoring and oversight of all subcontractors in accordance with the Ryan White Part B National Monitoring Standards.

5.2.2 Auditing of Contractor and subcontractor client records.

5.2.3 Attending and participating in the monthly Statewide Management Meeting (SwMM), ensuring communication between the region and SwMM.

5.2.4 Oversight of technical assistance to all Contractor and subcontractor personnel.

5.2.5 Providing technical assistance to all Contractor and subcontractor personnel. The Contractor's technical assistance may include but is not necessarily limited to, interpretation of policy and procedure manuals located at <https://health.mo.gov/information/contractorresources/contractor-files/> and Securing Client Outcomes Using Technology (SCOUT) procedures.

5.2.6 Facilitating monthly regional case management meetings. The Contractor's regional HIV case management meeting shall be within the Contractor's awarded region(s) and shall be one (1) hour minimum in duration. The Contractor's regional case management supervisor and the Department shall schedule each meeting and coordinate the meeting location.

5.3 Within thirty (30) calendar days after the effective date of the contract, the Contractor shall at minimum designate one (1) Direct Enrollment Specialist (DES). The DES caseload shall not exceed 150 clients.

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- 5.4 Within thirty (30) calendar days after the effective date of the contract, the Contractor shall establish a directory of available resources (e.g. food pantry, utility assistance, vocational rehabilitation, homeless shelter, substance use treatment facility, etc.) within the Contractor's awarded region(s). The Contractor shall maintain the directory throughout the life of the contract.
- 5.5 Within thirty (30) calendar days after the effective date of the contract, the Contractor shall establish and maintain written policies, subject to the Department's review and approval, pertaining to provider selection practices and avoidance of conflict of interest as it relates to client referrals to care providers, community agencies, and affiliations. The Contractor shall maintain such written policies throughout the life of the contract.
- 5.6 Within thirty (30) calendar days after the effective date of the contract, the Contractor shall submit to the Department a draft of the Contractor's Medical Case Management policies and procedures that are consistent with the Department's policies and procedures and standards of practice and the provisions of requirements located at <https://health.mo.gov/information/contractorresources/contractor-files/>.
- 5.6.1 The Department will review the Contractor's draft Medical Case Management policies and procedures and will have the right to modify, require changes, additions, or additional elaboration to the Contractor's Medical Case Management policies and procedures as deemed necessary.
- 5.6.2 The Contractor shall continue to provide the Department with additional drafts of the Contractor's draft Medical Case Management policies and procedures until the Department is satisfied with a final draft. The Contractor must provide the Department with each new draft Medical Case Management policies and procedures within five (5) business days following receipt of the Department's required revisions to the previous draft.
- 5.6.3 By no later than five (5) business days following the indication by the Department to the Contractor that the Department approves the Contractor's draft Medical Case Management policies and procedures, the Contractor must provide the Department with an electronic copy and hardcopy of the Contractor's Medical Case Management policies and procedures.
- 5.6.4 Following final approval by the Department of the Contractor's Medical Case Management policies and procedures and within ninety (90) calendar days following the effective date of the contract, the Contractor must be fully operational, which shall include the full implementation of Medical Case Management services in accordance with the Contractor's Medical Case Management policies and procedures and the requirements herein.
- 5.6.5 The Contractor shall manage and perform the requirements assigned to the Contractor and the Contractor's personnel and shall oversee and manage all subcontracted

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activities and other requirements of the Contractor's Medical Case Management policies and procedures as approved by the Department.

- 5.6.6 In addition, as a result of changes in the environment or needs of the Department, the Contractor may be required to modify the Contractor's written Medical Case Management policies and procedures or develop and submit new or revised Medical Case Management policies and procedures at any time during the effective period of the contract. The Contractor must submit any such new or revised Medical Case Management policies and procedures to the Department within the timeframe specified by the Department.
- 5.7 By no later than thirty (30) business days, the Contractor shall make available a toll-free telephone number or another no cost means for PLWH/A to use in contacting the Contractor's PLWH/A's Medical Case Manager. The toll-free telephone number shall be available Monday through Friday between 8:00 a.m. to 6:00 p.m. central times.

6. DEPARTMENT PROVISIONS

- 6.1 Within five (5) business days after the effective date of the contract, the Department will provide the Contractor with Medical Case Management policies, procedures, forms, manuals, and standards of practice. The Department will provide written notice of any updates to any such case management policies, procedures, forms, manuals, and standards of practice relating to clients serviced within the Contractor's Medical Case Management region(s).
- 6.2 The Department will provide the Contractor with Department Client Numbers (DCNs) to be used as client identifiers.
- 6.3 As deemed necessary, the Department will provide technical assistance and training to the Contractor's personnel related to the services required herein.

7. REPORTS

- 7.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.
- 7.2 The Contractor at a minimum of twice per calendar year during the effective dates of this contract agrees to verify which of its employees are still employed and still require access to the Department's SCOUT system. The Contractor shall perform verification and updates with the SCOUT system Program Security Officer at Division of Community and Public Health, Bureau of HIV, STD, and Hepatitis.

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- 7.3 The Contractor shall comply with all state agency and federal program data reporting requirements as requested by the state agency, including, but not limited to, monthly client activity reports requested by the state agency's regional Quality Service Manager and Ryan White Data Reports (RDRs), as required under the Ryan White CARE Act. Details regarding current reporting requirements are available at: <http://hab.hrsa.gov/manageyourgrant/reportingrequirements.html>.

8 BUDGET AND ALLOWABLE COSTS

- 8.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the following budget categories: personnel/fringe, travel/meetings, operating expenses, subcontract, and indirect costs. The Contractor shall submit supporting documentation with each invoice to the Department.
- 8.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.
- 8.3 Indirect costs
- 8.3.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the Contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
- 8.3.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.68.
- a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward and subcontract in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious

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inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

- 8.3.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 8.4 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
- 8.5 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.
 - 8.5.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
 - 8.5.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
- 8.6 The Contractor shall follow competitive procurement practices.
- 8.7 The Department shall in all cases be utilized as "payor of last resort" which means that payment under this contract may be available only after the Contractor has demonstrated that all clients have applied for and utilized other government assistance programs: state, federal and commercial insurance, including but not limited to, Medicaid, Medicare, Veteran's Administration, employer/union provided insurance prior to making referrals for Ryan White Client Services. Documentation of denials from all other payer sources shall be maintained in client files to be available for contract monitoring purposes.
- 8.8 The Contractor shall submit rebudgeting requests requiring a contract amendment to the Department no later November 30.
- 8.9 The Contractor understands that failure to comply with contract deliverables could result in the withholding of payments.

9 INVOICING AND PAYMENT

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

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

- 9.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 9.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 9.2 The Contractor shall invoice the Department on the Contractor's letterhead, as shown located in <https://health.mo.gov/information/contractorresources/contractor-files/>. The Contractor shall indicate an invoice number for each invoice submitted in the following format: HIVCmmyy. For example, an invoice submitted for the month of April 2022 would have the following invoice number: HIVC0422.
- 9.3 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 9.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 9.5 The Contractor shall submit invoices to:

Missouri Department of Health and Senior Services
Bureau of HIV, STD, and Hepatitis
P.O. Box 570
Jefferson City, MO 65102-0570
Joyce.Hooker@health.mo.gov
- 9.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 9.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

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- 9.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts, which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 9.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 9.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 9.10.1 For payment by check, the Contractor shall issue a check made payable to “DHSS-DA-Fee Receipts” and mail the check to:
- Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570
- 9.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://beta.sam.gov/>.
- 9.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

10 AMENDMENTS

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

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11 RENEWALS

- 11.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

12 MONITORING

- 12.1 The contractor will be subject to annual contract monitoring visits. The contractor monitoring visit will cover the scope of work including fiscal (including program income), administrative and programmatic aspects of the contract.
- 12.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.
- 12.3 The department shall monitor the Contractor to ensure Ryan White HIV/AIDS Program Fiscal, Program, and Universal Monitoring Standards are met.
- 12.4 The monitoring shall include a review, but not limited to the following:
- 12.4.1 Contract deliverables;
 - 12.4.2 Department fiscal requirements;
 - 12.4.3 Time and effort reports;
 - 12.4.4 Ryan White HIV/AIDS Program Fiscal Monitoring Standards;
 - 12.4.5 Ryan White HIV/AIDS Program Monitoring Standards;
 - 12.4.6 Ryan White HIV/AIDS Program Universal Monitoring Standards; and
 - 12.4.7 Other supporting documentation made available by the Contractor.

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12.5 The Contractor shall complete a corrective action plan for unmet deliverables. The Contractor shall complete a corrective action plan based on the agreed-upon due dates with department.

13 DOCUMENT RETENTION

13.1 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.

13.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

13.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

13.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

13.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

14 CONFIDENTIALITY

14.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. To the extent not prohibited by law and without waiving sovereign immunity, the Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

14.2 The Contractor shall comply with provisions of Attachment D, 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.

14.3 The Department shall maintain the protected health information in its statewide electronic client database in compliance with Health Insurance Portability and

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Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), the implementing regulations, and guidance. To the extent required by law, the Department and the local public health authority (Columbia/Boone) shall keep patient protected health information confidential for as long as the data is maintained.

15 LIABILITY

- 15.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 15.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 15.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by 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.

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16 PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

- 16.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 16.2 The Contractor shall include the below language when issuing statements, press releases, requests for proposals, bid solicitations, and other Health Resources and Services Administration (HRSA) supported publications and forums describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA-supported publications include, but are not limited to manuals, toolkits, resource guides, case studies and issues briefs.
- 16.2.1 This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (*specify grant number, title, subaward amount and percentage financed with nongovernmental sources*). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.
- 16.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

17 AUTHORIZED PERSONNEL

- 17.2 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.
- 17.3 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

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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.

- 17.4 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/mostatutes/stathtml/28500005301.html?&me=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and 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.
- 17.5 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:
- 17.4.1 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
- 17.4.2 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
- 17.4.3 Submit to the Missouri Department of Health and Senior Services a completed,

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notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

- 17.5 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.

18. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

- 18.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 18.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 18.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
- 18.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

19. TERMINATION

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- 19.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
 - 19.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - 19.1.2 A change in federal or state law relevant to this contract occurs; or
 - 19.1.3 A material change of the parties to the contract occurs; or
 - 19.1.4 By request of the Contractor.
- 19.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
 - 19.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 19.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 19.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

CERTIFICATIONS AND SPECIAL PROVISIONS

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
 - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <https://health.mo.gov/information/contractorresources/> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.
 - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
 - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
 - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.
 - 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
 - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
 - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
 - 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Unique Entity Identifier (UEI) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

SUBRECIPIENT SPECIAL CONDITIONS

1.12 Equipment

- 1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$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, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
- 1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
Subrecipient Annual Financial Report

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

1. Business Associate Provisions

- 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."
- 1.1.1 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:
- a. "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.
 - b. "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.
 - c. "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.
 - d. "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.
 - e. "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.
 - f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
 - g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - h. "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).
 - i. "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.

- j. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (i) 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.
 - (ii) 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.
 - k. “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
 - l. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
 - m. “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.
- 1.1.2 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.
 - 1.1.3 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.
 - 1.1.4 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.
- 1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:
 - 1.2.1 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.
 - 1.2.2 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.

- 1.2.3 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.
- 1.2.4 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.
- 1.2.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- 1.2.6 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).
- 1.2.7 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.
- 1.2.8 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.
- 1.3 Obligations and Activities of the Contractor:
 - 1.3.1 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).
 - 1.3.2 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:
 - a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

- 1.3.3 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.
- 1.3.4 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.
- 1.3.5 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.
- 1.3.6 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.
- 1.3.7 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.
- 1.3.8 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.
- 1.3.9 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.

- 1.3.10 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.
- 1.3.11 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.
- 1.3.12 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"):
 - a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
 - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - d. 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
 - e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

- 1.3.13 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.
- 1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 1.3.15 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.
- 1.3.16 To the extent not prohibited by law and without waiving sovereign immunity, 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.
- 1.4 Obligations of the State Agency:
 - 1.4.1 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.
 - 1.4.2 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.
 - 1.4.3 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.
 - 1.4.4 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.
- 1.5 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.

- 1.5.1 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.

- 1.6 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.

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.uscis.gov/e-verify>.
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.

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

EXHIBIT 1, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

(if known)

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Section 34.600, RSMo, defines the following terms:

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

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

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

- | |
|--|
| <p>BOX A: To be completed by a Contractor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.”</p> <p>BOX B: To be completed by a Contractor that meets the definition of “Company” but has <u>less than ten employees</u>.</p> <p>BOX C: To be completed by a Contractor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u>.</p> |
|--|

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

**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

To the extent not prohibited by law and without waiving sovereign immunity, the contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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



CONTRACT FUNDING SOURCE(S)

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

Tracking #	53319	State: 0%	\$0.00	Federal: 100%	\$1,092,726.00
Contract Title:	HIV CASE MANAGEMENT				
Contract Start:	4/1/2023	Contract End:	3/31/2024	Amend#:	00
Vendor Name:	CITY OF COLUMBIA				

CFDA:	N/A	Research and Development:	*		
CFDA Name:	*				
Federal Agency:	*				
Federal Award:	*				
Federal Award Name:	*				
Federal Award Year:	*	DHSS #:	ZZZ-PENDING FOA	Federal Obligation:	\$1,092,726.00

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

Project Description:

To provide HIV Case Management services for Missouri residents living with human immunodeficiency virus (HIV) and/or acquired immunodeficiency syndrome (AIDS) within the Central HIV region.