



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
PROGRAM SERVICES CONTRACT

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

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

Tracking # 35953	Contract Title: SUMMER FOOD SERVICE PROGRAM	
Contract Start: 5/1/2011	Contract End:	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: ERS0461895S	Amend #: 01	

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 65205-6015	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****0810	DUNS NUMBER 071989024
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

City Counselor *MW*

AMENDMENT #01 TO CONTRACT ERS0461895S

CONTRACT TITLE: Summer Food Service Program

CONTRACT PERIOD: Permanent

The Department of Health and Senior Services hereby amend the above mentioned contract as follows:

1. Delete the Scope of Work, including any Attachments and the Terms and Conditions in their entirety and replace with the revised Scope of Work, including any Attachments and the Terms and Conditions, which are attached hereto and incorporated by reference as if fully set forth herein.

All other terms, conditions and provisions of the above referenced contract shall remain the same and apply hereto.

Summer Food Service Program

1. GENERAL

- 1.1 This contract is considered permanent, however:
 - 1.1.1 Following any fourteen-month period during which no services have been provided by the Contractor under this contract, this contract shall be terminated.
 - 1.1.2 This contract is subject to amendment as necessary to ensure compliance with all federal and state requirements.
- 1.2 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.
- 1.3 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:
 - 1.3.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.3.3 Taxes (e.g., city/county/state/federal)
 - 1.3.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.3.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.4 All applicable laws, regulations or rules specifically referenced in this contract, shall be incorporated herein as if fully set out.
- 1.5 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Summer Food Service Program
Address: 930 Wildwood Dr., Jefferson City, MO 65109
Phone: 1-888-435-1464
Email: sfsp@health.mo.gov

2. PURPOSE

- 2.1 The Missouri Department of Health and Senior Services, Bureau of Community Food and Nutrition Assistance (Department) is to carry out the purpose of providing nutritious meals to eligible children through the Summer Food Service Program (Program), Section 13 of the Richard B. Russell National School Lunch Act, as amended (42 U.S.C. 1761), and regulations governing the Program issued there under (7 CFR Part 225);
- 2.2 To protect the health of Missouri's children by increasing the proportion of children who consume nutritionally adequate diets, and to reduce the burden of chronic diseases by increasing the proportion of Missourians eating a well-balanced diet; and
- 2.3 To decrease the proportion of children and adolescents who are at nutritional risk for chronic disease and to reduce hunger by increasing food security among Missouri households.

3. DELIVERABLES AND OUTCOMES

- 3.1 The Contractor shall accept final administrative and financial responsibility for total Program operations at all sites under its sponsorship. The Contractor, authorized representative(s), owners, and partners shall accept final administrative and financial responsibility to include payment of any overclaim debt to the Program.
- 3.2 The Contractor shall comply with the Richard B. Russell National School Lunch Act Sections 9, 12(b), 13, and 14, as amended, (42 U.S.C. 1758, 1760(b) and 1761); 7 CFR Part 225; Sections 191.810 and 191.813, RSMo; and 19 CSR 45-5.060.
 - 3.2.1 The assurance contained in paragraph 3.2 is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease for furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by the Department. This includes any Federal agreement, arrangement, or other contract, which has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

3.2.2 By accepting this assurance, the Contractor and any subcontractor shall compile data, maintain records and submit reports as required, which permit effective enforcement of Title VI and permit authorized USDA and Department personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, USDA and/or the Department shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, any subcontractor, their successors, transferees, and assignees as long as they receive assistance or retain possession of any assistance from the Department.

3.3 The Contractor and any sub-contractors shall assure the Department that it will comply with all requirements imposed by the regulations of the United States Department of Agriculture (USDA) (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and Food and Nutrition Service (FNS) directives or regulations issued pursuant to that Act. As provided in Attachment A (Certifications and Special Provisions), the Contractor and any sub-contractors shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to this contract. The Contractor shall promptly notify the Department of any lawsuit filed against the Contractor or sub-recipient alleging discrimination on the basis of race, color, national origin, sex age or disability and will notify the Department of any complaints filed against the Contractor alleging such discrimination.

4. ADMINISTRATION REQUIREMENTS

4.1 The Contractor shall operate the Program in accordance with the following which are incorporated by reference herein: the provisions of 7 CFR Part 225, all U.S. Department of Agriculture (USDA) Instructions and handbooks that exist to interpret and clarify the Program regulations and which are consistent with said provisions, the Administrative Guidance for Sponsors, the Vended Sponsor's Guide, the Site Supervisor's Guide, the Monitor's Guide, the Nutrition Guidance for Sponsors, the Creditable Food Guide, and all applicable publications as issued by the Department.

4.2 The Contractor shall operate a nonprofit food service for children in accordance with 7 CFR Section 225.6(e).

4.3 The Contractor shall prepare meals on-site or contract with a local school food authority or with a commercial enterprise for the preparation and delivery of meals.

4.3.1 Comply with the bidding, contractual, and procurement procedures required by the State of Missouri and set forth in 7 CFR Part 225.

- 4.3.2 Submit to the Department with Program application materials, copies of all contracts between Contractor and food service management companies, along with a certification of independent price determination, as necessary.
- 4.3.3 Review a food service management company's operations before contracting with it, to ensure that it does not obligate itself beyond its meal service capacity.
- 4.4 The Contractor shall submit a free meal policy statement in accordance with 7 CFR Section 225.6(c) during the first year of Program operation, and thereafter at the Department's request.
- 4.5 In the case of enrolled sites, the Contractor shall maintain documentation on file to verify that at least one-half of the children enrolled in the Program are eligible for free or reduced-price school meals. In the case of open sites, the Contractor shall maintain documentation on file to verify that at least one-half of the children enrolled in the school in the area served by each site are eligible for free or reduced-price school meals, or that at least one-half of the population of the census tract(s) served by each site is at or below 185% of the Federal poverty level.
- 4.6 The Contractor shall ensure Program viability by:
 - 4.6.1 Maintaining a financial management system in order to track income and expenditures.
 - 4.6.2 Hiring and retaining adequate supervisory and operational personnel to carry out all Program requirements.
 - 4.6.3 Certifying that full administrative authority and oversight will be exercised over all sites under its sponsorship.

5. MEAL SERVICE REQUIREMENTS

- 5.1 The Contractor shall offer, in the case of sponsors who are school food authorities, and serve, in the case of sponsors who are not school food authorities, approved types of meals in accordance with 7 CFR Section 225.16.
- 5.2 The Contractor shall apply for and receive, if eligible, food commodities in quantities that may be efficiently used in the Program. Such food commodities will be administered and distributed by the Department of Social Services, Family Support Division, Food Distribution Unit.
- 5.3 The Contractor shall serve the same meals to all children, except that individual substitutions may be made for children with special health care needs, with Department permission, in accordance with 7 CFR Section 225.16(f)(4). All meals served shall meet the requirements set forth in 7 CFR Section 225.16 and shall be served during

period(s) designated as the meal service period(s) on the Site Information Sheet CACFP-1001 provided by the Department.

- 5.3.1 Obtain prior written approval from the Department for changes made in the time period or location of any meal service.
- 5.4 The Contractor shall record meal counts for each participant at the point of service.
- 5.5 The Contractor shall adjust the numbers of meals prepared on a daily basis to limit the number of excess meals prepared to no more than 10% of total meals served.
- 5.6 The Contractor shall have a provisional plan on file for the service of meals to 100% of the children attending each site daily.
- 5.7 The Contractor shall ensure children remain on-site while they consume the meals. One non-perishable food item, fruit, vegetable or grain, may be removed from the site by participating children to be consumed at a later time. The food item must be from the child's own meal or left on a share table by another child who did not want the food item.

6. SANITATION REQUIREMENTS

- 6.1 The Contractor shall maintain proper sanitation and health standards in conformance with all applicable state and local laws for the storage, preparation, and service of food and correct any deficiencies found by health officials.
- 6.2 The Contractor shall assure the availability of adequate facilities to properly store, prepare, and serve food.

7. MONITORING REQUIREMENTS

- 7.1 The Contractor shall assure that required monitoring is done for all food service sites, in accordance with the requirements set forth in 7 CFR Section 225.15(d)(2-3) and the Sponsor Monitor's Guide issued by USDA. Contractor shall monitor, on site, all approved food service sites at least once in the first week of Program operations, and again within the first four weeks of Program operations. The Contractor shall specify in writing the action that must be taken to correct deficiencies in Program requirements and a timeframe for correction. Additional monitoring of sites shall be conducted to assure that deficiencies have been corrected.
- 7.2 The Contractor shall maintain documentation of site visits and reviews on forms provided by the Department.

7.3 The Contractor shall establish and document procedures to correct problems observed during any required monitoring site visit(s), including corrective action, follow-up and closing of site(s).

8. TRAINING REQUIREMENTS

8.1 The Contractor shall conduct training for all personnel with assigned Program responsibilities (office, administrative, food service, and site personnel) with regard to Program duties and responsibilities. Allow no site to operate until its personnel have attended such training sessions. At a minimum, training of site personnel shall include: purpose of Program, site eligibility, civil rights, recordkeeping, site operations, meal pattern requirements, and duties of a monitor. The Contractor shall provide training throughout the contract period to ensure that administrative and site personnel are thoroughly knowledgeable in all areas of Program administration and operation and are provided with sufficient information to enable them to carry out their Program responsibilities.

8.2 The Contractor shall provide documentation to the Department certifying that all personnel have successfully completed required training conducted by the Contractor, as set forth in section 8.1 above.

8.3 The Contractor shall attend training required by the Department.

9. REIMBURSEMENT REQUIREMENTS

9.1 If a second or third advance is requested, the Contractor shall provide accurate attendance information to the Department by June 20 for the second advance and by July 21 for the third advance, in accordance with 7 CFR Section 225.9.

9.2 The Contractor shall claim reimbursement only for the type or types of meals approved and served without charge to eligible children during the approved meal service period at approved sites.

9.3 The Contractor shall submit claims for reimbursement via the web-based claiming system in accordance with procedures established by the Department. Claims must be submitted and received by the Department within 60 calendar days following the last day of the month claimed in order to be eligible for reimbursement. The Department shall have no obligation to pay claims received after 60 days. Revised claims must be received by the Department within 90 calendar days following the last day of the month claimed in order to be eligible for reimbursement.

9.4 The Contractor shall verify that claims for reimbursement are correct and meal count records are available to support them.

- 9.5 The Contractor shall maintain documentation of a non-profit food service program. The Contractor shall ensure that costs used to calculate non-profit food service are actual costs incurred by the Program, allowable as defined in the U.S. Department of Agriculture—Food and Nutrition Service Instruction 796-4, Rev. 4, and supported by said records.
- 9.6 The Contractor shall ensure that meals reimbursed by other programs are not included on the claim for reimbursement. The Contractor will not be reimbursed for such meals by the Department.
- 9.7 At non-camp sites, the Contractor shall serve meals without cost to all children.
- 9.8 At camp sites, the Contractor shall claim meals only for eligible children (children who are not eligible for free meals may be charged a fee for meals).

10. DEBT REPAYMENT REQUIREMENTS

- 10.1 In the event that overpayments are identified and pursuant to 7 CFR 225.12, the Contractor shall agree to an overpayment payment schedule and that such overpayments shall be deducted from future claim payments except in the event that no future claim payments are due. For such an event, the Contractor shall remit the full amount of the overpayment pursuant to 7 CFR 225.12, within 30 days of receipt of the notice of the overpayment.
- 10.2 ~~If the Contractor is a Business Entity, any and all principals of the Contractor and any and all representatives of the Contractor that signs this agreement on behalf of the Contractor hereby acknowledges and shall accept personal liability for repayment in the case of an overpayment, as a guarantor of the Contractor.~~

11. OUTREACH REQUIREMENTS

- 11.1 The Contractor shall conduct outreach to eligible families in the Contractor's service area. Coordinate with the Migrant Agency in the service area, if applicable, to assure migrant children have access to meals.
- 11.2 The Contractor shall increase participation at each food service site by 10% from the previous year's participation. Contractors showing no increase or a decrease in participation may be required to submit an outreach plan prior to participation in the following year, at the discretion of the Department.

12. DEPARTMENT RESPONSIBILITIES

- 12.1 To the extent that funds are appropriated and available, the Department will:

- 12.1.1 Forward advance payments, if requested and approved, to the Contractor in accordance with 7 CFR Section 225.9. A second or third advance payment will not be issued until the prior month's attendance information is received by the Department by the deadlines set forth in section 9.1 above.
- 12.1.2 Provide the required training and technical assistance.
- 12.1.3 Monitor Program operations in accordance with Program requirements as set forth in 7 CFR Section 225.7(d)(2):
 - a. Conduct a review of every new sponsor at least once during the first year of operation;
 - b. Annually review a number of sponsors whose program reimbursements, in the aggregate, accounted for at least one-half of the total program meal reimbursements in the State in the prior year;
 - c. Annually review every sponsor which experienced significant operational problems in the prior year;
 - d. Review each sponsor at least once every three years; and
 - e. As part of each sponsor review, conduct reviews of at least ten percent (10%) of each sponsor's sites, or one site, whichever number is greater.
- 12.1.4 Make adjustments to claims for reimbursement, as needed, when Contractor fails to comply with requirements.
- 12.1.5 Provide opportunity, in accordance with the requirements set forth in 7 CFR Section 225.13, to appeal actions as described in 7 CFR Section 225.13(a).

13. REPORTS

- 13.1 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 CNPweb. The Contractor shall perform verification and updates with the CNPweb Program Security Officer at Section of Health Families and Youth, Bureau of Community Food & Nutrition Assistance Programs.

14. BUDGET AND ALLOWABLE COSTS

- 14.1 The Department will pay the Contractor a firm, fixed price per meal based on the Reimbursement Rates for Summer Food Service Program ("Meal Rates") posted annually by the US Department of Agriculture' Food and Nutrition Service as

authorized by 7 CFR 225.9(d)(9) upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices.

15. INVOICING AND PAYMENT

- 15.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.
- 15.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 15.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 15.2 The Contractor shall compile accurate claims based on an actual count of meals served at sponsored locations and submit to the Department monthly through the Department internet access or through an approved alternate method. The Department internet is a secure and password protected Program website. Assure that only authorized individuals issued user ID's and passwords are submitting the claims for reimbursement.
- 15.3 The Contractor shall submit a monthly claim or a combined claim within 60 calendar days from the completion of month covered by the claim. Claims may be combined for reimbursement in the following ways:
- 15.3.1 For ten (10) operating days or less in their initial month of operations with the claim for the subsequent month.
- 15.3.2 For ten (10) operating days or less if the final month of operations with the claim for the preceding month; or
- 15.3.3 For three (3) consecutive months, as long as the combined claim only includes 10 operating days or less from each of the first and last months of program operations.
- 15.4 The Department will forward reimbursements within forty-five (45) days of receiving and approving valid claims prepared and submitted according to the terms of this contract.

- 15.5 The Contractor shall submit any upward revisions to the claim within 90 days of the last day of the month covered by the claim. The Department shall have no obligation to pay any claim submitted after the due date.
- 15.6 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 15.7 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 15.8 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 15.9 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 15.9.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:
- Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570
- 15.10 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://beta.sam.gov/>.
- 15.11 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

16. AMENDMENTS

16.1 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.

17. MONITORING

17.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

17.2 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.

18. DOCUMENT RETENTION

18.1 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.

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

18.3 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.

18.4 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.

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

19. CONFIDENTIALITY

19.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all

*To the extent allowed by law and
without waiving sovereign
immunity,*

disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

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

to the extent allowed by law and without waiving sovereign immunity,

20. LIABILITY

- 20.1 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.
- 20.2 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.
- 20.3 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.

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

- 21.1 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.
- 21.2 In accordance with the “Steven’s Amendment” in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
 - 21.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
 - 21.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 21.3 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.

22. AUTHORIZED PERSONNEL

- 22.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 22.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local

laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

- 22.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/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 is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 22.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
- 22.4.1 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
- 22.4.2 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
- 22.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

22.5 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.

23. TERMINATION

23.1 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:

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

23.1.2 A material change in federal or state law relevant to this contract occurs; or

23.1.3 A material change of the parties to the contract occurs; or

23.1.4 The Contractor fails to take action to correct Program violations within timeframes established by the corrective action plan.

23.1.5 The Department determines that the health or safety of the participating children is imminently threatened.

23.1.6 By request of the Contractor.

23.2 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 written notice.

23.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

23.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

23.2.3 This contract is subject to termination with no right to a hearing, for placement by the Federal Government on any list or status making it unqualified to receive federal funds.

23.2.4 This contract is subject to termination “for cause” with a right to a hearing, for any failure to adhere to Summer Food Services Program requirements.

23.3 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.

Nothing contained herein shall be construed as a waiver of sovereign immunity.

24. SUBCONTRACTING

- 24.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.
- 24.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:
- 24.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 24.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 24.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

- 24.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.
- 24.5 Notwithstanding paragraphs 3.2.2, 24.1, 24.2, and 24.3 in accordance with 7 CFR Section 225.15, no Contractor may contract out for the management responsibilities of the Program described in this section.

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.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. 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 § 200.330. 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 <http://health.mo.gov/contractorresources/nga> 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 § 200.338 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 Data Universal Numbering System (DUNS) 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 DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

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.

**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. *or the City*

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 allowed 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.



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

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

Tracking # 35953	State: 0% \$0.00	Federal: 0% \$0.00
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Contract Title: SUMMER FOOD SERVICE PROGRAM

Contract Start: 5/1/2011 **Contract End:** **Amend#:** 01 **Contract #:** ERS0461895S

Vendor Name: CITY OF COLUMBIA

CFDA: 10.559 **Research and Development:** N
CFDA Name: SUMMER FOOD SERVICE PROGRAM FOR CHILDREN
Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE
Federal Award: 3MO300305-2011
Federal Award Name: CHILD NUTRITION
Federal Award Year: 2011 **DHSS #:** 11SFSP **Federal Obligation:** \$0.00

CFDA: 10.559 **Research and Development:** N
CFDA Name: SUMMER FOOD SERVICE PROGRAM FOR CHILDREN
Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE
Federal Award: 3MO300305-2012
Federal Award Name: CHILD NUTRITION
Federal Award Year: 2012 **DHSS #:** 12SFSP **Federal Obligation:** \$0.00

CFDA: 10.559 **Research and Development:** N
CFDA Name: SUMMER FOOD SERVICE PROGRAM FOR CHILDREN
Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE
Federal Award: 3MO300305-2013
Federal Award Name: CHILD NUTRITION
Federal Award Year: 2013 **DHSS #:** 13SFSP **Federal Obligation:** \$0.00

CFDA: 10.559 **Research and Development:** N
CFDA Name: SUMMER FOOD SERVICE PROGRAM FOR CHILDREN
Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE
Federal Award: 3MO300305-2014
Federal Award Name: CHILD NUTRITION
Federal Award Year: 2014 **DHSS #:** 14SFSP **Federal Obligation:** \$0.00



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
CONTRACT FUNDING SOURCES CONTINUED

CFDA: 10.559 **Research and Development:** N
CFDA Name: SUMMER FOOD SERVICE PROGRAM FOR CHILDREN
Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE
Federal Award: 3MO300305-2015
Federal Award Name: CHILD NUTRITION
Federal Award Year: 2015 **DHSS #:** 15SFSP **Federal Obligation:** \$0.00

CFDA: 10.559 **Research and Development:** N
CFDA Name: SUMMER FOOD SERVICE PROGRAM FOR CHILDREN
Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE
Federal Award: 3MO300305-2016
Federal Award Name: CHILD NUTRITION
Federal Award Year: 2016 **DHSS #:** 16SFSP **Federal Obligation:** \$0.00

CFDA: 10.559 **Research and Development:** N
CFDA Name: SUMMER FOOD SERVICE PROGRAM FOR CHILDREN
Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE
Federal Award: 3MO300305-2017
Federal Award Name: CHILD NUTRITION
Federal Award Year: 2017 **DHSS #:** 17SFSP **Federal Obligation:** \$0.00

CFDA: 10.559 **Research and Development:** N
CFDA Name: SUMMER FOOD SERVICE PROGRAM FOR CHILDREN
Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE
Federal Award: 3MO300305-2018
Federal Award Name: CHILD NUTRITION
Federal Award Year: 2018 **DHSS #:** 18SFSP **Federal Obligation:** \$0.00

CFDA: 10.559 **Research and Development:** N
CFDA Name: SUMMER FOOD SERVICE PROGRAM FOR CHILDREN
Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE
Federal Award: 3MO300305-2019
Federal Award Name: CHILD NUTRITION
Federal Award Year: 2019 **DHSS #:** 19SFSP **Federal Obligation:** \$0.00

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

Project Description:

The Summer Food Service Program exists to improve the nutrient intakes of low-income children when school is not in session, thereby reducing their risk for health problems so that they may enjoy a long, healthy life. The program also enhances children's learning capabilities to help them succeed in school. The SFSP improves the quality of the summer programs offered in low-income areas and provides summer employment opportunities in local communities. The primary activities of the SFSP are providing program reimbursement for meals served to children by eligible sponsoring organizations, monitoring and oversight of program sponsors, training and technical assistance, and nutrition education.