



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 # 58748	Contract Title: HIV CASE MANAGEMENT	
Contract Start: 4/1/2026	Contract End: 3/31/2027	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 65201	
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	DATE
PRINTED NAME De'Carlton Seewood	TITLE City Manager
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

RR

Approved as to form:

HIV Case Management

1. PURPOSE AND GLOSSARY

1.1 Purpose

1.1.1 The purpose of this contract is 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.

1.1.2 The goals of the HIV Case Management services are to (1) increase the number of persons with HIV/AIDS (PWH/A) who 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.

1.2 Glossary of Terms and Acronyms:

1.2.1 Whenever the following terms and acronyms appear in the document, the definitions or meanings described below shall apply.

1.2.2 General Glossary, Acronyms, and Abbreviations:

- a. **Agency and/or State Agency/Department** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased. The Department is also responsible for payment, unless otherwise specified herein. Note: The terms "Department", "state agency", "state", and "State of Missouri" are used interchangeably throughout the document and have the same meaning.
- b. **Amendment** means a written, official modification to a solicitation or contract.
- c. **Attachment** applies to all documents which are included herein to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Procurement officer** means the procurement staff member of the Department.
- e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
- f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- g. **Contractor** means a Supplier, bidder, person, or organization who enters into a contract.

- h. **Exhibit** applies to forms which are included herein for the Vendor to complete and submit.
- i. **May** means that a certain feature, component, or action is permissible, but not required.
- j. **Must** means that a certain feature, component, or action is a mandatory condition.
- k. **Party** refers to either the State of Missouri or the Contractor as an entity that may enter into a contract pursuant to the terms herein.
- l. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.
- m. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of the Department.
- n. **Shall** has the same meaning as the word must.
- o. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- p. **State** collectively referring to the state government and/or the agencies thereof.
- q. **Subrecipient** has the same meaning as the word, Contractor.
- r. **Supplier** has the same meaning as the word, Contractor.
- s. **Vendor** has the same meaning as the word, Contractor

1.2.3 Department Glossary:

- a. **AIDS** – acquired immunodeficiency syndrome
- b. **HIV** – human immunodeficiency virus

**** END OF PURPOSE AND GLOSSARY SECTION ****

2. BACKGROUND INFORMATION

- 2.1 The Department has developed an HIV Case Management system to assist individuals living with HIV/AIDS in gaining and maintaining access to treatment. Approximately 8,569 individuals living with HIV/AIDS were served in calendar year 2024. More information regarding HIV/AIDS in the State of Missouri is available in the Epidemiological Profile, which can be found on the following website:
<http://health.mo.gov/data/hivstdaids/data.php>.
- 2.2 HIV Case Management Services include 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 Case Management 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 HIV 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. HIV Case Management includes treatment adherence counseling to ensure readiness for and adherence to 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 a 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 meetings 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 HIV Case Management policies and procedures,
- 2.4.2 Assesses and evaluates HIV 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 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 inpatient nursing facility care. SPPC/AIDS waiver services are based on specific medical criteria and assessed needs.
- 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 HIV 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). The HIV Case Management Regional Map provides additional information on Missouri's HIV case management regions.

3. SCOPE OF WORK SECTION

3.1 General Requirements:

- 3.1.1 The contract amount shall not exceed \$1,256,634.99 for the period of April 1, 2026, through March 31, 2027.
- 3.1.2 The Contractor shall provide HIV Case Management for the Department of Health and Senior Services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.

- 3.1.3 The Contractor shall either provide the services directly or shall provide person/personnel who must comply with the requirements stated herein. Therefore, references to “the Contractor” throughout this document shall also be deemed to include the person/personnel provided by the Contractor.
- 3.1.4 The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Attachment A, Certifications and Special Provisions, which is attached hereto and incorporated by reference as if fully set forth herein, or other requirements identified by the federal government.
- 3.1.5 The Department has determined this contract is subrecipient in nature as defined in 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 special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 3.1.6 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.
- 3.1.7 After the award, unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Ryan White HIV Case Management

Program Contact: Janice Jamison

Address: 930 Wildwood Drive

Phone: 573-526-3187

Email: Janice.Jamison@health.mo.gov

3.2 Deliverables and Outcomes:

- 3.2.1 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.

- 3.2.2 The Contractor shall agree and understand that the requirements stated herein are applicable to all regions unless otherwise indicated.
- 3.3.3 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 duplication of services, and to assure the provision of efficient, cost-effective, quality services.
- 3.3.4 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/>.
- 3.3.5 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 PWH who are incarcerated in Missouri Department of Corrections facilities. The Contractor shall designate such an individual.
- 3.3.6 The HIV Case Management agencies include any contracted, subcontracted, or separately funded agency providing HIV Case Management services.
- 3.3.7 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.
- 3.3.8 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 a review and analysis of trends presented in the most current Missouri HIV, STI, and AIDS epidemiologic profile, available at: <http://health.mo.gov/data/hivstdaids/data.php>.

- 3.3.9 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/>.
- 3.3.10 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, STI clinics, and client self-referrals.
- 3.3.11 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.
- 3.3.12 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, the Veterans Administration, or employer/union-provided insurance, prior to making referrals for client services.
- 3.3.13 The Contractor agrees to exclude any eligible clients from its 340B program for which DHSS 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.
- 3.3.14 In the event a duplicative rebate/discount for a 340B eligible drug occurs, the Contractor shall provide written notification of the duplicative discount to DHSS within 30 days and take all required action to correct the duplicative discount as required by the Office of Pharmacy Affairs (OPA).
- 3.3.15 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.
- 3.3.16 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. Upon request, the contractor will provide 340B data files for

reconciliation with DHSS records. DHSS will communicate the findings of the data file reconciliation. If duplicate 340B claims are found, DHSS will communicate any additional required actions or request reimbursement of funds from the contractor.

3.4 Quality Management

- 3.4.1 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.)
- 3.4.2 The Contractor shall conduct and complete a minimum of one (1) quality improvement project targeted towards improving HRSA performance measures.
- 3.4.3 The Contractor shall conduct a Plan, Do, Study, Act (PDSA) quality improvement project for performance measures that are below the HRSA’s requirements.
- 3.4.4 The Contractor shall complete quality improvement projects as directed by the department.
- 3.4.5 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).
- 3.4.6 The Contractor understands that the department may require quality improvement projects to improve unmet HRSA performance measures.
- 3.4.7 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.
- 3.4.8 The Department will provide the Contractor training and ensure contractor access to statewide electronic client database.
- 3.4.9 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.
- 3.4.10 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.
- 3.4.11 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.

- 3.4.12 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.
 - 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 particles in a milliliter 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.
- 3.4.13 At least ninety percent (90%) of clients' 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 (Securing Client Outcomes Utilizing Technology) support files, which are accessible to all authorized SCOUT database users.
- 3.4.14 At least ninety percent (90%) of clients' 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.
- 3.4.15 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 accessible to all authorized statewide electronic client database users.

- 3.4.16 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.
- 3.4.17 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.
- 3.4.18 State Plan Personal Care (SPPC)/AIDS Waiver services (hereinafter referred to as “waiver services”):
- 3.4.19 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/>.
- 3.4.20 To allow continuity in HIV Case Management assignments, when a client’s condition justifies the initiation of Waiver services, the Contractor may allow HIV 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 HIV Case Manager to provide the following services:
- 3.4.21 Conduct a Waiver assessment/evaluation.
- 3.4.22 Determine the appropriate level of care required.
- 3.4.23 Assist in the development of a Waiver services plan.
- 3.4.24 Authorize Waiver services.
- 3.4.25 Conduct one (1) of the required monthly home visits each quarter.
- 3.4.26 Ensure client’s case records clearly document all team HIV Case Management activities.
- 3.4.27 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 that only the medical necessity and appropriateness of the care services are authorized, and do not guarantee 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.

- 3.4.28 The Contractor shall submit a Waiver Services Authorization in accordance with the standards of practice, policies, and procedures.
- 3.4.29 The Contractor shall participate in hearings conducted by the Missouri Department of Social Services where the client's denial appeal is based on 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, a conference call, or in person. 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).
- 3.4.30 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.
- 3.4.31 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.
- 3.4.32 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.
- 3.4.33 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 HIV Case Management, known as Linkage to Care case management, in accordance with standards of practice, policies, and procedures.
- 3.4.34 Medication Adherence -The Contractor shall provide a medication 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 the development of a schedule to promote medication adherence, information regarding medication side effects, or any other educational information that supports medication adherence.

- 3.4.35 The Contractor shall establish and maintain written policies and procedures for the medication adherence education and counseling program.
- 3.4.36 The Contractor shall not represent or infer that the medication adherence education and counseling program is a substitute for physician direction or is in any way providing medical advice to clients.
- 3.4.37 The Contractor shall coordinate, facilitate, and attend monthly joint case conferences with the Department. Joint case conferences are typically held within each region.
- 3.4.38 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.
- 3.4.39 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.
- 3.4.40 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 the case management database, currently SCOUT, and must be approved by the Department.
- 3.4.41 The Contractor shall be responsible for coordinating all of the Contractor's travel, lodging, meals and other related arrangements.
- 3.5 Contractor and Contractor Personnel Requirements:**

- 3.5.1 The Contractor's HIV Case Manager(s) must meet the following minimum qualifications, unless otherwise specified by the Department:
- 3.5.2 (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, or (5) an HIV Peer/ Navigator who completes one of the five pathways described in the **Pathway to HIV Case Manager for HIV Peers/Navigators** document which can be found at:
<https://health.mo.gov/information/contractorresources/contractor-files/>.
- 3.5.3 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.
- 3.5.4 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.
- 3.5.5 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, 568.080, 568.090, 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.
- 3.5.6 The Contractor shall ensure that the HIV Case Manager signs a release for review of background information and personnel file.
- 3.5.7 The Contractor shall ensure that the Contractor's HIV Case Managers attend regularly scheduled regional HIV Case Management meetings.
- 3.5.8 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 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.
- 3.5.9 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.
- 3.5.10 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.
- 3.5.11 For purposes of this document, CM HELP shall be defined as an education and training program focusing on HIV medical care services for HIV Case Managers, including standardized information about HIV disease, treatment, and self-management.

- 3.5.12 The Contractor shall provide coverage for staff assigned HIV Case Management duties in the event the HIV Case Management staff is unavailable due to planned or unplanned leave.
- 3.5.13 The Contractor shall complete training as required by the department.
- 3.5.14 The Contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.
- 3.5.15 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 who 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 work with state and local health departments. The Contractor shall follow the *Centers for Disease Control and Prevention* recommendations for Tuberculosis.
- 3.5.16 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.
- 3.5.17 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.
- 3.5.18 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.
- 3.5.19 The Contractor shall alert the 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 the database administrator with as much notice as possible for a planned staff departure, with a minimum of 3 business days' notice.

3.6 Time and Effort

- 3.6.1 The Contractor shall complete and report time and effort analysis for each individual funded by Ryan White Part B.
- 3.6.2 The Contractor shall submit the report in the format as requested by the Department.
- 3.6.3 The Contractor shall submit the report quarterly.
- 3.6.4 The Contractor understands the Department has the authority to revise the time and effort reporting.
- 3.6.5 The Department shall monitor the Contractor to ensure the time and effort analysis is completed.
- 3.6.6 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.
- 3.6.7 The Contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.
- 3.6.8 Unless otherwise specified herein, the Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

4. IMPLEMENTATION PERIOD REQUIREMENTS

- 4.1 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 Designated liaison(s).
- 4.2 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:
 - 4.2.1 Monitoring and oversight of all subcontractors in accordance with the Ryan White Part B National Monitoring Standards.

- 4.2.2 Auditing of Contractor and subcontractor client records.
- 4.2.3 Attending and participating in the monthly Statewide Management Meeting (SwMM), ensuring communication between the region and SwMM.
- 4.2.4 Oversight of technical assistance to all Contractor and subcontractor personnel.
- 4.2.5 Providing technical assistance to all Contractor and subcontractor personnel. The Contractor's technical assistance may include, but is not limited to, interpreting policy and procedure manuals located at <https://health.mo.gov/information/contractorresources/contractor-files/> and Securing Client Outcomes Using Technology (SCOUT) procedures.
- 4.2.6 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.
- 4.3 Within thirty (30) calendar days after the effective date of the contract, the Contractor shall, at a minimum, designate one (1) Direct Enrollment Specialist (DES). The DES caseload shall not exceed 150 clients.
- 4.4 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.
- 4.5 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.
- 4.6 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 HIV 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/>.

- 4.6.1 The Department will review the Contractor's draft HIV Case Management policies and procedures and will have the right to modify, require changes, additions, or additional elaboration to the Contractor's HIV Case Management policies and procedures as deemed necessary.
- 4.6.2 The Contractor shall continue to provide the Department with additional drafts of the Contractor's draft HIV Case Management policies and procedures until the Department is satisfied with a final draft. The Contractor must provide the Department with each new draft of HIV Case Management policies and procedures within five (5) business days following receipt of the Department's required revisions to the previous draft.
- 4.6.3 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 HIV Case Management policies and procedures, the Contractor must provide the Department with an electronic copy and a hard copy of the Contractor's HIV Case Management policies and procedures.
- 4.6.4 Following final approval by the Department of the Contractor's HIV 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 HIV Case Management services in accordance with the Contractor's HIV Case Management policies and procedures and the requirements herein.
- 4.6.5 The Contractor shall manage and perform the requirements assigned to the Contractor and the Contractor's personnel and shall oversee and manage all subcontracted activities and other requirements of the Contractor's HIV Case Management policies and procedures as approved by the Department.
- 4.6.6 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 HIV Case Management policies and procedures or develop and submit new or revised HIV Case Management policies and procedures at any time during the effective period of the contract. The Contractor must submit any such new or revised HIV Case Management policies and procedures to the Department within the timeframe specified by the Department.
- 4.7 By no later than thirty (30) business days, the Contractor shall make available a toll-free telephone number, or another no-cost means for PWH/A to use in contacting the

Contractor's PWH Case Manager. The toll-free telephone number shall be available Monday through Friday between 8:00 a.m. and 6:00 p.m. Central Time.

5. DEPARTMENT PROVISIONS

- 5.1 Within five (5) business days after the effective date of the contract, the Department will provide the Contractor with HIV 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 HIV Case Management region(s).
- 5.2 The Department will provide the Contractor with Department Client Numbers (DCNs) to be used as client identifiers.
- 5.3 As deemed necessary, the Department will provide technical assistance and training to the Contractor's personnel related to the services required herein.

6. REPORTS

- 6.1 The Contractor, at a minimum of twice per calendar year during the effective dates of this contract 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, STI, and Hepatitis.
- 6.2 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>.
- 6.3 Contract Monitoring: The Contractor will be subject to annual contract monitoring visits. The contractor monitoring visit will cover the scope of work, including fiscal (includes program income), administrative and programmatic aspects of the contract.
- 6.4 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 effective date of the high-risk status.

- 6.5 The Department shall monitor the Contractor to ensure Ryan White HIV/AIDS Program Fiscal, Program, and Universal Monitoring methods are met.
- 6.6 The monitoring shall include a review, but not limited to the following:
 - 6.6.1 Contract deliverables.
 - 6.6.2 Department fiscal requirements.
 - 6.6.3 Time and effort reports.
 - 6.6.4 Ryan White HIV/AIDS Program Fiscal Monitoring Standards.
 - 6.6.5 Ryan White HIV/AIDS Program Monitoring Standards.
 - 6.6.6 Ryan White HIV/AIDS Program Universal Monitoring Standards; and
 - 6.6.7 Other supporting documentation made available by the Contractor.
- 6.7 The Contractor shall complete a corrective action plan for unmet deliverables. The Contractor shall develop a corrective action plan in accordance with the agreed-upon due dates with the department.
- 6.8 Retention of Records and Documents: Unless specified in writing as a shorter period of time, the Contractor shall preserve and make available with no limitation all books, documents, papers, and records involving transactions related to the contract for a period of five (5) years from the date of the cancellation, expiration, or termination of the contract. Records and supporting documentation under audit or involved in litigation shall be kept for three (3) years following the conclusion of the litigation or audit. During the contract period, access to these items shall be provided through a vehicle specified by the state agency. During the post contract period delivery and access to these items shall be at no cost to the state agency.
 - 6.8.1 Records: The Contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with accepted standard accounting principles or International Financial Reporting Standards (IFRS).

- a. Once annually, or otherwise as reasonably required by the state, the Contractor shall make all such records, books, and other documents relevant to the contract available to the state, its designees, and the Missouri State Auditor in a commercially reasonable format acceptable to the state at all reasonable times during the term of the contract and for five (5) years after the cancellation, expiration, or termination of the contract or for any longer period of time required by law. The state will provide a minimum of fourteen (14) calendar days' notice and will coordinate with the Contractor regarding the scope of the audit.
- b. The Contractor shall permit the Missouri State Auditor's Office, federal auditors and authorized representatives of the State of Missouri to perform an independent audit or examine, copy, or investigate any of the Contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the Contractor only for services performed under the contract. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by auditors shall not be paid by the state and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception by any legal procedure.
- c. The state shall not designate any individual, entity, or firm to conduct the audit that is a competitor of the Contractor. Any audit conducted or records reviewed under this provision shall be limited to services provided to State of Missouri and shall not require the Contractor to disclose information pertaining to any other customer or client of the Contractor.
- d. The services required herein are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in the American Institute of Certified Public Accounts (AICPA) literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by the Contractor directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance. The Contractor shall maintain a copy of the work products for documentation purposes for the AICPA.

7. BUDGET AND ALLOWABLE COSTS:

- 7.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in

Attachment D, which is attached hereto and incorporated by reference as if fully set forth herein.

- 7.1.1 Within 30 days after the end of the contract period, the Contractor shall certify in writing to the Department that the Contractor completed the project or activity or that the Contractor expended the required level of effort. The certification must contain the signature of the Contractor's authorized representative and may be in the form of a letter or a statement on the final invoice.
- 7.2 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.
- 7.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. The Contractor and the Department must agree to a written contract amendment for any other rebudgeting.
- 7.4 Indirect costs
 - 7.4.1 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.
 - 7.4.2 The Contractor shall not bill the Department for indirect costs that exceed 15% of the modified total direct costs as defined in 2 CFR § 200.1.
 - a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards 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 in excess of \$50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
 - 7.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

- 7.4 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
- 7.5 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.
- 7.5.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
- 7.5.2 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>.
- 7.6 The Contractor shall follow competitive procurement practices.
- 8. Electronic Funds Transfer, Invoicing, and Payment Requirements:**
- 8.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the Contractor at the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis) Vendor registration. However, the Contractor understands and agrees the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their Vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 8.2 Invoicing: The Contractor shall submit itemized 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 state agency.
- 8.2.1 The Contractor shall invoice the Department on the Contractor's letterhead, as shown on <https://health.mo.gov/information/contractorresources/contractor-files/>. The Contractor shall submit invoices to:

Missouri Department of Health and Senior Services
Bureau of HIV, STI, and Hepatitis
P.O. Box 570
Jefferson City, MO 65102-0570
Email: BHSH@health.mo.gov

- 8.2.2 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 2025 would have the following invoice number: HIVC0425.
- 8.2.3 The Contractor shall include the following certification statement on any invoice submitted to the Department:
- a. "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."
- 8.2.4 The invoice number will be listed on the state's EFT amendment record to enable the Contractor to properly apply state payments to invoices. The Contractor must comply with all other invoicing requirements stated herein.
- 8.2.5 The Contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.
- 8.3 Payment:
- 8.3.1 Payments are due upon receipt of a valid itemized invoice, payable in 30 calendar days. All invoices for supplies and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- 8.3.2 The Contractor shall submit the final itemized 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.
- 8.3.3 The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- 8.3.4 The Contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.Vendorservices.mo.gov/Vendorservices/Portal/Default.aspx>.

- 8.3.5 If the state agency denies a request by the Contractor for payment or reimbursement, the state agency will provide the Contractor with written notice of the reason(s) for denial.
- 8.3.6 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.
- 8.3.6 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.
- 8.3.7 If the Contractor is overpaid by the state agency the Contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.
- 8.3.8 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://sam.gov/content/assistance-listings>.
- 8.3.9 Other than the payments and reimbursements specified in the contract, no other payments or reimbursements shall be made to the Contractor.
- 8.3.10 The Department will in all cases be utilized as “payor of last resort” which means that payment under the contract may be available only after the Contractor has demonstrated that all other payment sources, including but not limited to insurance coverage and government assistance programs, have been exhausted. Documentation of such shall be maintained in client files to be available for contract monitoring purposes.

******END OF SCOPE OF WORK SECTION******

9. TERMS AND CONDITIONS SECTION

9.1 Applicable Laws and Regulations:

9.1.1 The contract shall be construed according to the laws of the State of Missouri. The Contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. 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 Department.

9.2 Non-Discrimination and Affirmative Action:

9.2.1 The Contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

9.3 Americans with Disabilities Act:

9.3.1 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), ADA is 42 U.S.C. section 1201, et seq.

9.4 Authorized Personnel/E-Verify:

9.4.1 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.

9.4.2 For work performed under the contract, the Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530, RSMo and Executive Order 07-13. If the Contractor employs personnel not authorized to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.

9.4.3 Prior to the performance of any services, a contractor meeting the definition of a business entity in section 285.525, RSMo, shall maintain enrollment and participation

in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for 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 enroll and participate in the E-Verify program.

9.4.4 The Contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the state on an annual basis. <https://purch.oa.mo.gov/Vendor-information/affidavit-work-authorization-annual-renewal>

9.4.5 The Contractor shall ensure that its subcontractors comply with section 285.530, RSMo.

9.5 Anti-Discrimination Against Israel Act Contractor Requirements:

9.5.1 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.

9.5.2 If during the life of the contract, the Contractor's business status changes according to section 34.600, RSMo, then the Contractor shall comply with, complete, and submit to the Department an updated Exhibit 2, Anti-Discrimination Against Israel Act Certification, which is attached hereto and incorporated by reference as if fully set forth herein.

9.6 Business Associate Agreement:

9.6.1 Some of the state agencies 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) and all regulations promulgated pursuant to authority granted therein. The contractor shall abide by a Business Associate Agreement. The state's current Business Associate Agreement is contained in Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein.

9.7 Business Registration:

9.7.1 The Contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. 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. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

9.8 Elected or Appointed Officials and Employees:

9.8.1 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.

9.9 Indemnification:

9.9.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

9.10 Legal Proceedings:

9.10.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

9.10.2 The Contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

9.10.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any Vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

9.11 Invoicing and Payment:

9.11.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

9.12 Non-Appropriation of Funds:

9.12.1 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, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

9.13 Work Outside the United States:

9.13.1 Unless work outside the United States is prohibited, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

9.14 Open Records:

9.14.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, responses and related documents shall not be available for public review until after a contract is executed.

9.15 Record Access:

9.15.1 The Contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

9.16 Taxes:

9.16.1 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. No contract shall be awarded to a Vendor that does not meet the conditions of section 34.040.7, RSMo.

*******END OF TERMS AND CONDITIONS SECTION*******

10. GENERAL CONTRACTUAL REQUIREMENTS SECTION

10.1 Contract Amendment:

10.1.1 All changes to the contract must be accomplished by a formal contract amendment executed by both the Contractor and the Department prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

10.2 Renewals:

10.2.1 The parties may renew the agreement for three (3) 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.

10.3 Termination for Convenience:

10.3.1 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:

- a. State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- b. A change in federal or state law relevant to this contract occurs; or
- c. A material change of the parties to the contract occurs; or
- d. By request of the Contractor.

10.3.2 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.

- a. The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
- b. The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

10.3.3 The Contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

10.4 Cancellation for Breach of Contract:

- 10.4.1 In the event of material breach of the contractual obligations by the Contractor, the Department may cancel the contract. At its sole discretion, the Department may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Department, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the Contractor must provide the Department within ten (10) state business days from notification a written plan detailing how the Contractor intends to cure the breach.
- 10.4.2 If the Contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 10.4.3 If the Department cancels the contract for breach, the Department 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 Department deems appropriate and charge the Contractor for any additional costs incurred thereby.
- 10.4.4 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 or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

10.5 Contractor Liability:

- 10.5.1 The Contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the extent not prohibited by law and without waiving sovereign immunity, the Contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The Contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed

by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

- b. The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the Contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the Contractor is informed of their possibility.

10.6 Insurance:

10.6.1 The contractor shall understand and agree that the State of Missouri 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. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

10.6.2 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

10.7 Single Point of Contact and Responsibility:

10.7.1 The Contractor shall be the single point of contact and shall be responsible for the contract regardless of any subcontract arrangements.

10.8 Contractor Status:

10.8.1 The Contractor shall be considered an independent contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The Contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc. This provision is not intended to waive any claim of

sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

10.9 Subcontractors:

- 10.9.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the State of Missouri and to ensure that the State of Missouri 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 subcontract in those matters described in the contract between the State of Missouri and the Contractor.
- 10.9.2 The Contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- 10.9.3 The Contractor shall understand and agree that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the Contractor of the responsibility for providing the products/services as described and set forth herein.
- 10.9.4 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.
- 10.9.5 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.
- 10.9.6 Nothing herein is intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

10.10 Coordination:

- 10.10.1 The Contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the Contractor progresses, advice and information on matters covered by the contract shall be made available by the Contractor to the state agency throughout the effective period of the contract.

10.11 Monitoring:

- 10.11.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 10.11.2 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.

10.12 Inventions, Patents, and Copyrights:

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

10.13 Confidentiality and Security Documents:

- 10.13.1 Neither party shall disclose or use any confidential information of the other party, except as reasonably necessary to perform its obligations or to exercise its rights pursuant to the contract or with the other party's prior written permission.
- 10.13.2 If required by the state, the Contractor must sign specific documents regarding confidentiality, security, or other similar documents that align with the confidentiality and security terms in the contract upon request, concerning the services provided for in the contract, and are consistent with the terms of the contract. The Contractor shall have the opportunity to review, discuss, and approve the documents the Contractor must sign prior to signature. The Contractor shall ensure that its personnel, its subcontractors, and its subcontractors' personnel adhere to the confidentiality and security required by the contract. Failure of the Contractor to sign such documents absent a good faith basis may be considered a breach of contract and subject to the cancellation provisions of this document.

10.13.3 The contractor shall agree that the state agency utilizing the contractor's services may be required to comply with 45 CFR 160 and 45 CFR 164, and that to achieve such compliance, the contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the contractor receives from or creates or receives on behalf of the state agency. In such situations and to provide reasonable assurance of appropriate safeguards, the contractor shall be required to sign a Business Associate Agreement provided by the using state agency.

10.13.4 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. 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. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri Law.

10.14 Force Majeure:

10.14.1 Neither the state nor the Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the states or Contractor's reasonable control. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

10.15 Actions, Suits, or Proceedings:

10.15.1 The Contractor must notify the State of Missouri immediately if the Contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on Contractor's ability to fulfill the obligations under the contract. The Contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.

10.15.2 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 Department immediately.

10.16 Warranties and Representations:

10.16.1 The Contractor expressly warrants that all supplies and/or services provided shall:

- a. conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department,
- b. be fit and sufficient for the purpose expressed herein,
- c. for any goods provided, be merchantable,
- d. be of good materials and workmanship, and
- e. be reasonably free from defect.

10.16.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said supplies and/or services.

10.17 Conflict of Interest:

10.17.1 The Contractor agrees that during the term of the contract neither the Contractor nor any of its employees or subcontractors shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

10.18 Remedies and Rights:

10.18.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of contract.

10.18.2 The Contractor understands and agrees 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.

10.18.3 The Contractor understands and agrees that the state reserves the right to consider the Contractor's failure to perform requirements and commitments specified in the contract in future procurement evaluations.

10.19 Communications and Notices:

10.19.1 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.

10.20 Survivability of Terms:

10.20.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue, remedy, and assignment shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

11. VENDOR SUBMISSION INFORMATION SECTION

11.1 Compliance with Requirements, Terms and Conditions:

11.1.1 The Contractor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those herein and the contractual requirements.

11.1.2 Business Compliance Requirements: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, Contractors are encouraged to IMMEDIATELY begin securing these verifications. In order to be considered eligible for award of a contract, the Contractor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Contractor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission may result in delays for the award of a contract. In order to verify the Contractor's compliance, the state will review the Contractor's response to the following Business Compliance Exhibits:

- a. Business Compliance Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, which is attached hereto and incorporated by reference as if fully set forth herein - Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo, definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530#:~:text=285.530..liability%20of%20contractors%20and%20subcontractors>), 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.
- b. Business Compliance Exhibit 2, Anti-Discrimination Against Israel Act Certification - 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.

- c. General Business Compliance - The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor certifies by signing the signature page that the Contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the Contractor shall remain in compliance with such laws for the duration of the resulting contract. 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) Taxes (e.g., city/county/state/federal)
 - 2) State and local certifications (e.g., professions/occupations/activities)
 - 3) Licenses and permits (e.g., city/county license, sales permits)
 - 4) Insurance (e.g., worker's compensation/unemployment compensation)
- d. Each response will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

******END OF SUBMISSION INFORMATION SECTION******

ATTACHMENT A
CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in herein.

1. Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The Contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal Department or agency pursuant to 2 CFR Part 180, or any other applicable law.
2. Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the 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, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.
 - a. 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 the 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.
3. Stevens Amendment - The Contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the Contractor shall clearly state the following:
 - a. The percentage of the total costs of the program or project that will be financed with federal money;
 - b. The dollar amount of federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
4. 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.

- a. 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.
5. **Publicity** - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.
 - a. Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).
 6. **Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements** - 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.
 7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying** - The Contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.
 - a. The Contractor certifies by signing the first page of the document 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.

- b. The Contractor certifies that no funds under the 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 the 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.
- c. The Contractor certifies that no funds under the 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.
- d. 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.
- e. 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.
 - 1) 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.
 - a) Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
 - 2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

8. Drug Free Workplace Act - The Contractor 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 shall report any conviction of the Contractor's personnel under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction. 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
Jefferson City, Missouri 65102-0570

9. Pro-Children Act - The Contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).
 - a. 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.
 - 1) 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.
 - b. 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.

- c. The Contractor shall require 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.
- d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

10. Contractor Whistleblower Protections:

- a. 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.
- b. 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.
- c. The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

11. Human Rights and Affirmative Action:

- a. 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 the following:
 - 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that 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 that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));

- 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
 - 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, "ADAAA") which prohibit discrimination on the basis of disabilities;
 - 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
 - 6) Genetic Information Non-Discrimination Act (GINA)
 - 7) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements; and
 - 8) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.
- b. 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, the Contractor shall have and maintain an affirmative action program that shall include:
- 1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 - 2) The identification of a person designated to handle affirmative action;
 - 3) 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;

- 4) The exclusion of discrimination from all collective bargaining agreements;
and
 - 5) Performance of an internal audit of the reporting system to monitor execution
and to provide for future planning.
- c. If discrimination by a Contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing 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. Clean Air Act and Federal Water Pollution Control Act - 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.*).

ATTACHMENT B
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. Upon award of the contract, the state agency will provide the Contractor the federal fund information. In the event the federal fund information changes, the Contractor will be notified in writing by the state agency.
 - 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 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. <https://www.hhs.gov/grants-contracts/grants/grants-policies-regulations/index.html>.
 - 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.

- 1.7 The Contractor shall promptly notify the Department in writing when there is credible evidence of a violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure to make required disclosures 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 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.
- 1.10 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.

1.11 Equipment

- 1.11.1 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 \$5,000. 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 \$10,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$10,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
- 1.11.2 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.

Attachment C – Business Associate Agreement

(rev 9-2-2025)

(Health Insurance Portability and Accountability Act of 1996, as amended)

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department 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 Department. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”
2. The contractor agrees that for purposes of the Business Associate Agreement 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 Department.
 - 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. “Health Care” as defined in 45 CFR §160.103, shall mean care, services, or supplies related to the health of an individual. Health care includes but is not limited to, the following:
 - 1) Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
 - 2) Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.
 - h. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - i. “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).
 - j. “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.
 - k. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - 1) Except as provided in paragraph (2) 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.
 - 2) 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 (Department) in its role as employer

- l. "Reproductive Health Care" as defined in 45 CFR §160.103, shall mean health care, as specified above, that affects the health of an individual in all matters relating to the reproductive system and to its functions and processes. This definition shall not be construed to set forth a standard of care for or regulate what constitutes clinically appropriate reproductive health care.
 - m. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Agreement.
 - n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
 - o. "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.
3. 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.
 4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. 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.
 5. The Department 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.
 6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**
 - 6.1 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 Department, except for the specific uses and disclosures in the contract.
 - 6.2 The contractor shall not use or disclose Reproductive Health Information, consistent with 45 CFR §164.502(a)(5)(iii), for any of the following purposes:
 - 1) Conducting a criminal, civil, or administrative investigation into or imposing criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care, where such health care is lawful under the circumstances in which it is provided.
 - 2) Identifying any person for the purposes of conducting such investigation or imposing such liability.
 - 3) The contractor shall comply with the attestation requirements of 45 CFR §164.509 for any use or disclosure of Protected Health Information (PHI) potentially related to reproductive health care.
 - 6.3 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
 - 6.4 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 Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
 - 6.5 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.

- 6.6 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- 6.7 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 6.8 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 Department to do so.
- 6.9 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.

7. Obligations and Activities of the Contractor

- 7.1 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).
- 7.2 The contractor shall use appropriate administrative, physical and technical safeguards and comply with Subpart C of 45 CFR Part 164 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.
- 7.3 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 Department 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.
- 7.4 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.
- 7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, 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 Department available to the Department 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.
- 7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department 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 Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department 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 Department upon request.

- 7.7 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 Department 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 Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 7.9 The contractor shall report to the Department'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) calendar days after the contractor becomes aware of such incident, the contractor shall provide the Department'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.
- 7.10 The contractor shall report to the Department'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 Department'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.
- 7.11 The contractor shall report to the Department'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) calendar days after the contractor becomes aware of such incident, the contractor shall provide the Department'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.
- 7.12 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.
- 7.13 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 this agreement for a minimum of six (6) years as specified in 45 CFR Part 164.

- 7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Agreement of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
- 7.16 To the extent not prohibited by law and without waiving sovereign immunity, the contractor shall indemnify the Department 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 Department 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 Department 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.
8. **Obligations of the Department**
- 8.1 The Department 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 Department's notice of privacy practices in accordance with 45 CFR 164.520.
- 8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- 8.4 The Department 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.
9. **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 Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- a. In the event the Department 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 Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.
10. **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 Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

Case Management 2026-2027 Budget

Section A

Total Allowed Contract Amount (see comment)	1,256,634.99
Operational Expenses:	
Personnel Services	776,513.50
Fringe Benefits	295,277.80
Travel	15,934.78
Supplies	5,000.00
Other	
Equipment (see comment below in Section B)	0.00
Rental/Lease Costs (see comment below in Section B)	0.00
Contractual	0.00
Total Direct Costs	1,092,726.08
Indirect (Administrative Cost)	163,908.91
Contract Total	1,256,634.99
Surplus/Deficit	0.00

Section B

Unallowed Cost for Indirect Computation

Total Budgeted Costs	1,256,634.99	
Total Budgeted Equipment Costs	0.00	0.00
Equipment is defined as Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the contractor or \$5,000.		
Total Budgeted Rental/Lease Costs	0.00	0.00

Section C

15% MTDC Indirect (Administrative) Cost

Modified Total Direct Costs (MTDC) excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, and participant support costs or the portion of each contractual costs in excess of \$50,000.

Allowed Cost for the Calculation of Indirect (Administrative) Costs (<i>Total excludes all items noted in Section B above</i>)	1,092,726.08
Allowed Rate	15%
Maximum Allowed Indirect (Administrative Costs) for Contract	163,908.91
TOTAL	1,256,634.99

ATTACHMENT D

Budget Narrative/Justification

Personnel Services

HIV Case management supervisor (1.0 FTE)- \$86,819; Case Managers -\$606,993.50(8.5 FTE)- RN case manager (1.0FTE) \$82,701 Total cost $83,446+606,993.50+82,701 = \$776,513.50$ total

Fringe Benefits

supervisor fringe - \$32,991.22 (38%); Case Manager fringe- \$232,514.22(37% of salary); RN Case Manager fringe- \$29,772.36(36% of salary) Total Cost $32,991.22+232,514.22+ 29,772.36= \$ 295,277.80$ total

Travel

Mileage (home visits, meetings, DOC) 21,979 miles @ 0.725= \$15,934.78 total

Supplies

Office supplies- \$200; City of Columbia Cell phone-\$4,800= \$ 5,000 total

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the Contractor must be in compliance with the laws regarding conducting business in the State of Missouri.

The Contractor certifies by signing the signature page of this original document that the Contractor and any subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The Contractor shall provide documentation of compliance with the Contractor's response and upon request by the Department.

- Business Compliance Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance Exhibit 2, Anti-Discrimination Against Israel Act Certification

**BUSINESS COMPLIANCE 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 <https://www.e-verify.gov/>.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency.

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, 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.

(Complete Box A if you are a non-business entity as defined above)

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 this contract 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 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

**BUSINESS COMPLIANCE EXHIBIT 1,
 BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND
 AFFIDAVIT OF WORK AUTHORIZATION - CONTINUED**

(Complete Box B 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: <https://www.e-verify.gov/>; 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 Vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Vendor's name and the MOU signature page completed and signed**, at minimum, by the Vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Vendor'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.

**BUSINESS COMPLIANCE EXHIBIT 1,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND
AFFIDAVIT OF WORK AUTHORIZATION - CONTINUED**

AFFIDAVIT OF WORK AUTHORIZATION:

The Contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

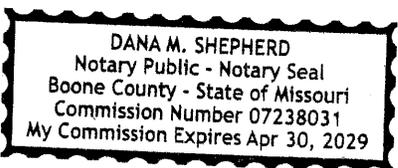
Comes now Rebecca Roesslet (Name of Business Entity Authorized Representative) as Director of Boone Co. PHHS (Position/Title) first being duly sworn on my oath, affirm City of Columbia-Boone Co. PHHS (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to 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 for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that City of Columbia-Boone Co. PHHS (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

<u>Rebecca Roesslet</u> Authorized Representative's Signature	<u>Rebecca Roesslet</u> Printed Name
<u>Director of Boone Co. PHHS</u> Title	<u>January 29, 2026</u> Date
<u>Rebecca.Roesslet@como.gov</u> E-Mail Address	<u>171557</u> E-Verify Company ID Number

Subscribed and sworn to before me this 29th of January 2026. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Boone, State of
(NAME OF COUNTY)
Missouri, and my commission expires on Apr 30, 2029.
(NAME OF STATE) (DATE)

Dana M. Shepherd 1.29.2026
Signature of Notary Date



**BUSINESS COMPLIANCE EXHIBIT 1,
 BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND
 AFFIDAVIT OF WORK AUTHORIZATION - CONTINUED**

(Complete Box C 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 City of Columbia, MO (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 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 Vendor’s name and the MOU signature page completed and signed by the Vendor 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 to Which Previous E-Verify Documentation Submitted:
MO Dept of Health & Senior Services

Date of Previous E-Verify Documentation Submission: 7/15/2016

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: _____ (if known)

Rebecca Roesslet
 Authorized Business Entity Representative’s Name (Please Print)

Rebecca Roesslet
 Authorized Business Entity Representative’s Signature

City of Columbia, MO PHHS
 Business Entity Name

1/29/2021
 Date

Rebecca.Roesslet@como.gov
 E-Mail Address

171557
 E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

 Procurement officer

 Date

**BUSINESS COMPLIANCE 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:

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.

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.

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

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

BOX A: To be completed by any Contractor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”

BOX B: To be completed by a Contractor that meets the definition of “Company” but has less than ten employees.

BOX C: To be completed by a Contractor that meets the definition of “Company” and has ten or more employees.

BOX D: To be completed by a Contractor that meets the definition of a “Public Entity”.

**BUSINESS COMPLIANCE EXHIBIT 2,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED**

BOX A – NON-COMPANY ENTITY

I certify that City of Columbia, MO (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 at that time.

Rebecca Roesslet
Authorized Representative's Name (Please Print)

Rebecca Roesslet
Authorized Representative's Signature

City of Columbia, MO
Entity Name

1-29-24
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 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

**BUSINESS COMPLIANCE EXHIBIT 2,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED**

BOX D – PUBLIC ENTITY

I certify that _____ (Entity Name) is a public entity as defined in section 34.600, RSMo, and 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.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date



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 # 58748	State: 0% \$0.00	Federal: 100% \$1,256,634.99
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Contract Title: HIV CASE MANAGEMENT

Contract Start: 4/1/2026 **Contract End:** 3/31/2027 **Amend#:** 00 **Contract #:**

Vendor Name: CITY OF COLUMBIA

CFDA: 93.917 **Research and Development:** N

CFDA Name: HIV CARE FORMULA GRANTS

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION

Federal Award: *

Federal Award Name: *

Federal Award Year: * **DHSS #:** HRSA-24-033A **Federal Obligation:** \$1,256,634.99

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

Project Description:

The purpose of this contract is to provide HIV Case Management Services to people with HIV in the Central region of Missouri