

**MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
PO BOX 480 JEFFERSON CITY, MO 65102-0480**

CONTRACT AGREEMENT

The Department of Elementary and Secondary Education desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

CONTRACTOR: The City of Columbia on behalf of its Columbia/Boone County Health Department of Public Health and Human Services

ADDRESS: 1005 West Worley, Columbia MO 65203-2037

PAYMENT ADDRESS: PO Box 6015, Columbia MO 65205-6015

Federal Tax ID Number (FEIN): xxxxx0810

CONTRACTOR'S DUNN AND BRADSTREET (DUNS) NUMBER: 071989024

By signing this contract you acknowledge a current registration with the Central Contractor Registration (CCR) organization.

CONTRACTOR CONTACT PERSON: (Technical) Stephanie Browning

TELEPHONE: 573-874-7756

E-MAIL: Stephanie.Browning@como.gov

CONTRACTOR CONTACT PERSON: (Financial) Stephanie Browning

TELEPHONE: 573-874-7756

E-MAIL: Stephanie.Browning@como.gov

DESE CONTACT PERSON: (Technical) Christina Elwood

TELEPHONE: 573-751-6266

E-MAIL: Christina.Elwood@dese.mo.gov

DESE CONTACT PERSON: (Financial) Sara Mallory

TELEPHONE: 573-522-5595

E-MAIL: Sara.Mallory@dese.mo.gov

CONTRACT TITLE: Healthy Families Missouri Home Visiting

CONTRACT PERIOD: October 1, 2021 through September 30, 2022

MAXIMUM CONTRACT AMOUNT: \$89,762.00

FUNDING SOURCE: Federal

RESEARCH AND DEVELOPMENT: No

CDFA# 93.994

CFDA NAME: Maternal & Child Health Services Block Grant to the States

FEDERAL AGENCY: Department of Health and Human Services/Health Resources and Services Administration

FEDERAL AWARD: *

FEDERAL AWARD NAME: *

FEDERAL AWARD YEAR: *

FEDERAL OBLIGATION: \$89,762.00

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

DESCRIPTION OF SERVICES: This contract is to provide home visitation services for the Healthy Families America evidence-based model in Boone County. This contract will help to accomplish the following: reduce child maltreatment, increase utilization of prenatal care and decrease pre-term, low weight babies, improve parent-child interaction and school readiness, decrease dependency on welfare, increase immunization rates, and increase access to primary care medical services.

Signatures

For: City of Columbia on behalf of Columbia/Boone County Health Department

 Name: _____

Approved as to form:

Title: _____

Signature: _____

City Counselor

For: Department of Elementary and Secondary Education

Name: _____

Title: _____

Signature: _____

**Healthy Families Missouri Home Visiting
City of Columbia**

1. GENERAL

- 1.1 The contract amount shall not exceed \$89,762 for the period of October 1, 2021 through September 30, 2022.
- 1.2 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 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.
- 1.4 This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under the grant number, title, and amount listed in the Contract Funding Source(s) enclosure provided with this contract and zero percentage is/was financed with nongovernmental sources. This information or content and conclusions are those of the Department and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.
- 1.5 The Contractor and each of its principals (as defined by 2 CFR Part 150) shall not be presently or during the term of this contract, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions for any Federal Department or Agency.
- 1.6 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.6.1 Registration of business name (if applicable) with the Secretary of State at:
<http://sos.mo.gov/business/startBusiness.asp>
 - 1.6.2 Certificate of authority to transact business/certificate of good standing (if applicable)

- 1.6.3 Taxes (e.g., city/county/state/federal)
- 1.6.4 State and local certifications (e.g., professions/occupations/activities)
- 1.6.5 Licenses and permits (e.g., city/county license, sales permits)
- 1.6.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.7 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Office of Childhood

Program Contact: Tracy Marshall

Address: 205 Jefferson St., Jefferson City, MO 65101

Phone: 573-522-2355

Email: Tracy.Marshall@dese.mo.gov

2. DEFINITIONS

- 2.1 Contractor is the City of Columbia.
- 2.2 Department is the Missouri Department of Elementary and Secondary Education
- 2.3 Low income means 185% of the poverty level or below or Medicaid eligible.
- 2.4 Personnel or Staff means the Contractor's employees and, for the purpose of this contract, interns, volunteers, and delegates, including those at partner sites as applicable.
- 2.5 Service area is Boone County.

3. PURPOSE

- 3.1 The Healthy Families America (HFA) evidence-based home visiting (EBHV) model, developed in 1992 by Prevent Child Abuse America, is based upon twelve (12) Critical Elements. These Critical Elements, derived from more than thirty (30) years of research, ensure the program is effective in working with overburdened, at-risk families. The model is operationalized through a series of Best Practice Standards that provide a solid structure for quality, yet offers implementing programs the flexibility to design services specifically to meet the unique needs of families and communities. Model fidelity is assured through a comprehensive accreditation process.
- 3.2 HFA has a strong research base, which includes randomized control trials and well-designed quasi-experimental research. To date, research and evaluation indicates

impressive outcomes. Reviews of more than fifteen (15) evaluation studies of HFA programs in twelve (12) states produced the following outcomes:

- 3.2.1 Reduced child maltreatment;
 - 3.2.2 Increased utilization of prenatal care and decreased pre-term, low weight babies;
 - 3.2.3 Improved parent-child interaction and school readiness;
 - 3.2.4 Decreased dependency on welfare, or Temporary Assistance to Needy Families (TANF) and other social services;
 - 3.2.5 Increased access to primary care medical services; and
 - 3.2.6 Increased immunization rates.
- 3.3 HFA program goals are to:
- 3.3.1 Build and sustain community partnerships to systematically engage overburdened families in home visiting services;
 - 3.3.2 Cultivate and strengthen nurturing parent child relationships;
 - 3.3.3 Promote healthy childhood growth and development; and
 - 3.3.4 Enhance family functioning by reducing risk and building protective factors.
- 3.4 The HFA model, as implemented through the Healthy Families Missouri Home Visiting Program, focuses on low-income, first time pregnant women (primiparous), women pregnant with subsequent pregnancies (multiparous), and/or primary caregivers (PCGs) and their index child(ren) until the child(ren) reaches age three (3). The first home visit must occur either prenatally or within the first three (3) months after birth.

4. DELIVERABLES AND OUTCOMES

- 4.1 The Contractor shall provide HFA model home visiting services in the service area to families consisting of a pregnant woman or a PCG and the index child(ren) (the primary caregivers and the index child(ren) shall hereinafter be referred to as “clients”) in adherence with the Contractor’s policies and procedures for HFA Best Practice Standard 8.
- 4.2 The Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required unless otherwise stated herein.
- 4.3 Performance Requirements.

- 4.3.1 Identification of Clients - the Contractor shall recruit clients through community resources and collaborative team relationships.
- a. The Contractor's clients must be low-income pregnant women or the PCG of the index child(ren) who are at risk of poor birth outcomes or child abuse and neglect due to socioeconomic status, education, previous experience as an abused child or adult, or other factors.
 - b. The Contractor shall assure that the participation of each eligible individual/family in the program is voluntary.
- 4.3.2 The Contractor shall make best efforts to implement the Program with fidelity to the HFA model and shall adhere to all revisions made by the HFA National Office in regard to HFA Best Practice Standards.
- 4.4 Personnel and Staffing Requirements.
- 4.4.1 The Contractor shall develop job descriptions following HFA's sample job descriptions included in the HFA Site Development Guide available to HFA affiliated sites.
- 4.4.2 The Contractor shall develop a performance appraisal system for managing and monitoring home visitor performance in compliance with HFA model requirements.
- 4.4.3 The specific standards for conduct during home visits with the clients must be integrated into the job descriptions and the performance appraisal system, as well as during the job interview process.
- 4.4.4 The Contractor shall ensure appropriate staffing ratios, scheduling flexibility, and staff supervision patterns based upon the recommendations of the HFA model during any given period. HFA staffing recommendations are included in the HFA Site Development Guide available to HFA affiliated sites.
- 4.4.5 The Contractor shall, to the extent possible, ensure supervisors and home visitors reflect the ethnic, cultural, and social characteristics of the community served through this contract.
- 4.4.6 The Contractor shall ensure that all staff who have direct interaction with pregnant women and/or PCGs and children enrolled in the EBHV services supported by this contract are in good physical and emotional health with no physical or mental conditions that would interfere with the staff's responsibilities.
- 4.4.7 The Contractor shall require all staff who have direct interaction with pregnant women and/or PCGs and children enrolled in the EBHV services supported by this contract have a completed "Tuberculosis (TB) Risk Assessment Form" signed by a health care professional. The "Tuberculosis (TB) Risk Assessment Form" can be found at <https://health.mo.gov/living/healthcondiseases/communicable/tuberculosis/tbmanual/pdf/>

[RiskAssessmentform.pdf](#). If the person has signs or symptoms of tuberculosis, or risk factors for tuberculosis, then testing for tuberculosis shall occur.

- a. If the person has no documented history of ever receiving a tuberculin skin test (TST), then a two (2) step TST is required. A history of Bacilli Calmette-Guerin vaccination (BCG) shall not exempt a person from receiving a tuberculin test.
- b. Persons that have a newly positive tuberculin test shall not be allowed to work until a medical evaluation is performed to determine if the person has active contagious tuberculosis.
- c. Persons with active contagious tuberculosis shall be excluded from employment until deemed non-infectious by the Department of Health and Senior Services or the local public health agency. The person may return to work, as long as the person adheres to his/her prescribed treatment regimen.
- d. Tuberculosis (TB) Risk Assessment Forms shall be completed no more than twelve (12) months prior to beginning employment with the Contractor.
- e. Staff identified as having contact with an active tuberculosis case shall be evaluated for tuberculosis to determine if the person has active contagious tuberculosis, or be excluded from work.

4.4.8 The Contractor shall require all staff who have direct interaction with pregnant women and/or PCGs and children enrolled in the EBHV services supported by this contract be up to date on immunizations as recommended by the Centers for Disease Control and Prevention Advisory Committee on Immunization Practices (CDC ACIP). The adult vaccination schedule is accessible at this link, <http://www.cdc.gov/vaccines/schedules/downloads/adult/adult-combined-schedule.pdf>. This information shall be kept in the Contractor personnel files for auditing purposes. Documentation shall also be kept for personnel with medical or religious exemptions. The aforementioned applies to current and newly hired staff.

4.4.9 The Contractor's personnel who will have direct interaction with pregnant women and/or PCGs and children enrolled in the EBHV services supported by this contract must become registered with and/or undergo child abuse/neglect and criminal background screenings prior to providing services, and annually thereafter, using the Family Care Safety Registry (FCSR). Refer to www.health.mo.gov/safety/fcsr/about.php.

4.4.10 In addition to the FCSR, upon hire, the Contractor's personnel who will have direct interaction with pregnant women and/or PCGs and children enrolled in the EBHV services supported by this contract shall undergo a criminal background check by completing and submitting two (2) sets of fingerprints, one to the Missouri State Highway Patrol (MSHP) and one to the national Federal Bureau of Investigation (FBI). The Contractor must register their agency with the Missouri Volunteer and Employee Criminal History Service (MOVEHCS) by following the instructions posted at <https://www.msdp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/MoVECHSProgr>

[am.html](#). Once registered through MOVECHS, the Contractor will access the Missouri Automated Criminal History System (MACHS) at <https://www.machs.mshp.dps.mo.gov/MACHSFP/home.html> and follow the instructions posted there to obtain both an MSHP and a national FBI criminal record check by registering with the Fingerprint Portal.

- 4.4.11 The Contractor's personnel shall not provide services to pregnant women and/or PCGs and children enrolled in the EBHV services supported by this contract until the FCSR and MACHS results for the personnel providing services have been received and reviewed by the Contractor.
- 4.4.12 The Contractor shall assure that any personnel who has pled guilty or nolo contendere to or been found guilty of one or more of the following identified in the MACHS results shall not provide services to pregnant women and/or PCGs and children enrolled in the EBHV services supported by this contract:
- a. Any felony for an offense against the person as defined by chapter 565, RSMo, or any other offense against the person involving the endangerment of a child as prescribed by law;
 - b. Any misdemeanor or felony for a sexual offense as defined by chapter 566, RSMo;
 - c. Any misdemeanor or felony for an offense against the family as defined in chapter 568, RSMo;
 - d. Any misdemeanor or felony for pornography or related offense as defined by chapter 573, RSMo; or
 - e. Any similar crime in any federal, state, municipal, or other court of similar jurisdiction of which the supervisor has knowledge of any offenses or reports.
- 4.4.13 At the Contractor's discretion, personnel may be given an opportunity by the Contractor to offer any extenuating or mitigating circumstances regarding the findings or violations against such applicant. Such extenuating and mitigating circumstances may be considered by the Contractor in its determination of whether to permit such personnel to serve families under this contract.
- 4.4.14 If the Contractor allows or accepts any extenuating or mitigating circumstances regarding the findings or violations against personnel that result in a determination by the Contractor to permit personnel with findings to serve clients under the contract, the Contractor shall maintain all information contributing to this determination in the Contractor's personnel files for Department auditing purposes upon request.
- 4.5 The Contractor shall ensure that new staff have completed all mandatory HFA model trainings prior to any home visits as prescribed by HFA in the HFA Best Practice Standards available to HFA affiliates.

- 4.5.1 The Contractor shall ensure HFA required trainings for new and/or existing staff are completed as required to maintain fidelity to the HFA model.
- 4.5.2 The Contractor's staff shall attend all training designated as required by the Department.
- 4.5.3 The Contractor shall maintain a record of all trainings that the staff receive annually and provide these to the Department as requested.
- 4.5.4 The Contractor is responsible for all costs incurred pertaining to HFA required trainings for new and/or existing staff.
- 4.6 Data System, Recordkeeping and Reporting Requirements.
 - 4.6.1 The Contractor shall fully participate in the plan for initial and ongoing data collection set forth by the Department. This shall include, but not be limited to, utilization of the designated web-based data management system and standardized assessment tools established by the Department and in concurrence with the HFA model.
 - 4.6.2 The Contractor shall participate in web-based and/or in-person training on data collection and utilization of the Department's designated data management system.
 - 4.6.3 The Contractor shall collect, enter, and report on required Program Performance and Systems Outcome Measures as required by the Department.
 - 4.6.4 The Contractor shall establish a permanent record within the Department's web-based data management system upon signed consent of the pregnant woman and/or PCG to voluntarily enroll in the Contractor's specified EBHV services during the contract.
 - 4.6.5 The Contractor shall enter into the Department's web-based data management system for every pregnant woman and/or PCG and child(ren): an enrollment form; a discharge form; and an appropriate age form, post-enrollment form, or home visit record form for every home visit during the period of the family's enrollment funded by this contract.
 - 4.6.6 The Contractor shall collect individual level demographic and service utilization data on all participants being served through this funding. The Department will analyze the data to assess the progress and impact home visiting provides children and families through this funding. Individual level and service utilization data may include, but is not limited to, the following:
 - a. Family's participation rate in the home visiting program (e.g., number of sessions/number of possible sessions, duration of sessions, attrition rate);
 - b. Demographic data for the pregnant woman and/or PCG and child(ren) receiving home visiting services including child(ren)'s gender, age of all family members (including date of birth for child), and racial and ethnic background of all participants in the family;

- c. Participant child(ren)'s exposure to languages other than English; and
 - d. Family socioeconomic indicators (e.g., family income, employment status, education level).
- 4.6.7 The Contractors shall comply with the Department designated data management system's confidentiality requirements to assure privacy of data, including but not limited to having security procedures that do not place the pregnant woman and/or PCG or child(ren)'s Personally Identifiable Information (PII) at risk of disclosure such as time-out and user ID/password procedures to limit possible access to the Department's data management system by unauthorized users..
- 4.6.8 The Contractor shall ensure that all staff involved in the home visiting program are provided an initial and subsequent annual review of confidentiality laws and procedures and protection of PII
- 4.7 The Contractor shall notify the Department of staffing changes that affect the department's web-based data management system as follows:
- a. The Contractor shall notify the Department within five (5) business days of hire of any individual requiring access to the Department's web-based data management system to perform the functions of their position relating to provision of services within this contract.
 - b. The Contractor shall notify the Department within five (5) business days of the resignation, termination, or change in job duties of any individual who has access to the Department's web-based data management system who no longer requires access to the data management system to perform the functions of their position relating to providing services within this contract.
- 4.7.1 The Contractor shall maintain an individual record for each family enrolled in the EBHV services supported by this contract. This record may be maintained electronically or as a paper file and must contain, at a minimum, originals or electronic copies of all signed consents for participation, release of information forms, completed screening tools, and any other information the Contractor and/or Department deem necessary if not directly uploaded into the Department's web-based data management system.
- 4.7.2 The Contractor shall store and maintain all family records in a safe and secure location.
- a. The Contractor must maintain these family records for five (5) years after the completion of service for a pregnant woman and/or PCG who is eighteen (18) years or older at the time of discharge. For a pregnant woman and/or PCG who is less than eighteen (18) years at the time of discharge, the record must be maintained until the pregnant woman and/or PCG would have reached the age of twenty-three (23).
 - b. The Contractor shall maintain strict confidentiality of all information or records regarding pregnant women, postpartum women, or others enrolled as PCGs, and the

child(ren) of the PCG that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the client without a release of information (ROI) form signed by the pregnant woman and/or PCG.

4.8 Other Requirements.

4.8.1 The Contractor shall assist the Department to administer an annual Customer Satisfaction Survey to all families enrolled in the program for the prior year.

4.8.2 The Contractor shall administer an annual staff member satisfaction survey to assess the level of job satisfaction of each staff member and shall have a process in place for addressing and resolving (when possible) staff satisfaction issues which will ultimately encourage staff retention and retention of enrolled families.

4.8.3 The Contractor shall participate in an annual subrecipient monitoring site visit.

4.8.4 The Contractor shall participate in monthly scheduled subrecipient consultation teleconferences with the Department for discussion regarding the efficacy of the program and shall participate in collaborative efforts with other state funded and non-state funded sites as needed. This shall include, but will not be limited to, occasional collaborative teleconferences and webinars as required by the Department.

4.8.5 The Contractor shall participate fully in the Department's three tiered continuous quality improvement (CQI) process.

4.8.6 The Contractor shall participate in designated CQI trainings and initiatives as required by the Department.

4.8.7 The Contractor shall participate in national and state evaluation as required by the grantor and/or the Department.

4.8.8 The Contractor shall participate in research studies as deemed necessary by the Department and approved by the Department's Institutional Review Board. Should the Contractor choose to participate in any research not conducted by the Department, prior approval of the Department must be obtained.

5. REPORTS

5.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

5.2 The Contractor at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its staff are still employed or actively working on the Contractor's behalf and still require access to the Department's Home Visiting Research Entry Data Capture (REDCap) System (also referred to herein as the Department's web-based data management system). The Contractor shall perform verification and updates with the Home Visiting REDCap Program Security Officer at the Department.

6. BUDGET AND ALLOWABLE COSTS

6.1 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.

6.2 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.

6.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to ten (10%) of the total budget between object class categories of the budget without obtaining prior written approval of the Department.

6.4 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

6.5 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.

6.5.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

6.5.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

6.6 The Contractor shall follow competitive procurement practices.

7. INVOICING AND PAYMENT

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

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

- 7.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 7.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 7.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.
- 7.3 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 7.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 7.5 The Contractor shall submit invoices to:
- Missouri Department of Elementary and Secondary Education
Office of Childhood
Home Visiting Program
P.O. Box 480
Jefferson City, MO 65102-0480
- 7.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 7.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 7.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

- 7.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 7.10 The Contractor shall repay any overpayment made by the Department. The Department will provide the repayment instructions to the Contractor.
- 7.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://beta.sam.gov/>.
- 7.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

8. AMENDMENTS

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

9. RENEWALS

- 9.1 The parties may renew the agreement for two (2) additional one-(1-)year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

10. MONITORING

- 10.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 10.2 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.

11. DOCUMENT RETENTION

- 11.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 11.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 11.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the five (5) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- 11.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 11.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

12. CONFIDENTIALITY

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

12.3 Nothing herein shall constitute a waiver of sovereign immunity.

13. LIABILITY

13.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or staff against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's staff related to the Contractor's performance under the contract.

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

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

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

14.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract

funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

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

15. FORCE MAJEURE

- 15.1 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 State's or Contractor's reasonable control. Such causes may include, however are not restricted to: acts of God, acts of civil or military authority, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes or other natural disasters, war, riots, or strikes. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract. 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.

16. OFFSHORE DISCLOSURE

- 16.1 The Contractor should provide a description of the following if requested by the Department.
 - 16.1.1 The proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - 16.1.2 The economic impact returned to the State of Missouri through tax revenue obligations.
 - 16.1.3 A description of the Contractor's economic presence within the State of Missouri (e.g., type of facilities: sales office; sales outlets; divisions; manufacturing; warehouse; others), including Missouri employee statistics.
 - 16.1.4 If any products and/or services offered under this contract are being manufactured or performed at sites outside the continental United States, the Contractor MUST disclose such fact and provide details with the contract.

17. SOFTWARE LICENSE CERTIFICATION

- 17.1 The Contractor hereby certifies that funds received under this agreement shall not be used to acquire, operate, or maintain computer software in violation of United States copyright laws or applicable licensing restrictions and that the Contractor has in place appropriate systems and controls to prevent funds received under this agreement from being used in a manner that violates this certification. The Contractor is hereby given notice that, if the Department becomes aware that the Contractor has failed to comply with this certification, the Department shall take such corrective measures it deems appropriate under this

18. INTELLECTUAL PROPERTY OWNERSHIP

- 18.1 The Contractor will clearly mark the materials to which it believes it has title, copyright, patent, trademark, and other proprietary rights. The Department is committed to transparency. Should the Department receive a Sunshine Law (open records request) the Department will notify the Contractor so that it can take appropriate steps it believes are necessary to protect any Intellectual Property rights.

19. INTERPRETATION OF TERMS

- 19.1 The whole and entire contract of the parties is set forth in this contract, along with the incorporated by reference material. The parties are not bound by any contracts, understandings, or conditions other than as expressly set forth herein. The terms of this

contract are to be read and interpreted, if possible, so that there is no conflict between them.

20. CONTRACT WORK PRODUCT

20.1 The contractor may use any such materials for internal, non-commercial purposes and for academic publications. Materials proposed for publication shall be presented to DESE for review. The contractor shall disclose, as requested by DESE, all materials or documents arising out of or relating to the services rendered under this contract. All requested documents or materials and all tangible products developed under this contract shall be presented to DESE with the final expenditure report prior to receipt of final payment.

21. AUTHORIZED PERSONNEL

21.1 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.

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

21.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit I, Business Entity

Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit I must be submitted prior to an award of a contract.

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

22. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

- 22.1 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.

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

23. TERMINATION

- 23.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
- 23.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- 23.1.2 A change in federal or state law relevant to this contract occurs; or
- 23.1.3 A material change of the parties to the contract occurs; or
- 23.1.4 By request of the Contractor.
- 23.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:

- 23.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
- 23.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 23.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

24. SUBCONTRACTING

- 24.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.
- 24.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates

subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

- 24.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 24.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 24.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 24.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

CERTIFICATIONS AND SPECIAL PROVISIONS

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

CERTIFICATIONS AND SPECIAL PROVISIONS

- 6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
 - 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
 - 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
 - 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 6.1.8 Missouri Governor’s E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
 - 6.1.9 Missouri Governor’s E.O. #10-24; and
 - 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR’S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

- 7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged,

CERTIFICATIONS AND SPECIAL PROVISIONS

demoted or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

- 7.2 The contractor’s employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

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

SUBRECIPIENT SPECIAL CONDITIONS

under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.

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

SUBRECIPIENT SPECIAL CONDITIONS

- 1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

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

Attachment C

MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION Subrecipient Annual Financial Report

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

**Contract Title: Healthy Families Missouri Home Visiting
City of Columbia**

FY 2021- 2022 BUDGET

Category	Expense
PERSONNEL	\$65,915.00
FRINGE	\$18,592.00
TRAVEL	
SUPPLIES	
OTHER (NON-PERSONNEL COSTS, OFFICE SUPPLIES, TELEPHONES, ETC., NO EQUIPMENT)	
EQUIPMENT	
HFA SERVICES REQUIRED TO INSURE MODEL FIDELITY/TRAINING FOR STAFF	\$5,255.00
TOTAL BUDGET	\$89,762.00

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

BUSINESS ENTITY CERTIFICATION:

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

BOX A: To be completed by a non-business entity as defined below.

BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Healthy Families Missouri Home Visiting 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 of Elementary and Secondary Education with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

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

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

EXHIBIT 1, continued

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 _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (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 _____ (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.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____, I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT 1, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

(if known)

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Section 34.600, RSMo, defines the following terms:

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

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

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

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

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

STATE OF MISSOURI

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 1-4, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

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