

### MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

### **PROGRAM SERVICES CONTRACT**

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

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

| Tracking #                    | Contract Title:                        |                                  |  |  |  |  |
|-------------------------------|----------------------------------------|----------------------------------|--|--|--|--|
| 42453                         | YOUTH LEADERSHIP IN TOBACCO PREVENTION |                                  |  |  |  |  |
| Contract Start: Contract End: |                                        | Questions/Please Contact:        |  |  |  |  |
| 10/1/2015                     | 9/30/2017                              | PROCUREMENT UNIT @ (573)751-6471 |  |  |  |  |
| Contract #:                   |                                        | Amend #:                         |  |  |  |  |
| DH160010020                   |                                        | 01                               |  |  |  |  |

### PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

| NAME OF ENTITY/INDIVIDUAL (Contractor)                       |  |               |  |  |  |  |  |  |
|--------------------------------------------------------------|--|---------------|--|--|--|--|--|--|
| COLUMBIA/BOONE COUNTY HEALTH DEPARTMENT                      |  |               |  |  |  |  |  |  |
| DOING BUSINESS AS (DBA) NAME                                 |  |               |  |  |  |  |  |  |
|                                                              |  |               |  |  |  |  |  |  |
| MAILING ADDRESS                                              |  |               |  |  |  |  |  |  |
| 1005 WEST WORLEY                                             |  | P O BOX 6015  |  |  |  |  |  |  |
| CITY, STATE, and ZIP CODE                                    |  |               |  |  |  |  |  |  |
| COLUMBIA MO                                                  |  | 65205-6015    |  |  |  |  |  |  |
| REMIT TO (PAYMENT) ADDRESS (if different from above)         |  |               |  |  |  |  |  |  |
|                                                              |  |               |  |  |  |  |  |  |
| CITY, STATE, and ZIP CODE                                    |  |               |  |  |  |  |  |  |
|                                                              |  | T             |  |  |  |  |  |  |
| CONTACT PERSON                                               |  | EMAIL ADDRESS |  |  |  |  |  |  |
|                                                              |  |               |  |  |  |  |  |  |
| PHONE NUMBER                                                 |  | FAX NUMBER    |  |  |  |  |  |  |
|                                                              |  |               |  |  |  |  |  |  |
| TAXPAYER ID NUMBER (TIN)                                     |  | DUNS NUMBER   |  |  |  |  |  |  |
| *****0810                                                    |  | 071989024     |  |  |  |  |  |  |
| CONTRACTOR'S AUTHORIZED SIGNATURE                            |  | DATE          |  |  |  |  |  |  |
|                                                              |  |               |  |  |  |  |  |  |
| PRINTED NAME                                                 |  | TITLE         |  |  |  |  |  |  |
|                                                              |  |               |  |  |  |  |  |  |
| DEPARTMENT OF HEALTH AND SENIOR SERVICES                     |  | DATE          |  |  |  |  |  |  |
| DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE |  |               |  |  |  |  |  |  |
|                                                              |  |               |  |  |  |  |  |  |

### AMENDMENT #01 TO CONTRACT #DH160010020

**CONTRACT TITLE:** Youth Leadership in Tobacco Prevention

**CONTRACT PERIOD:** October 1, 2016 through September 30, 2017

1. The Department of Health and Senior Services hereby exercises its option to renew the above referenced contract for the period of October 1, 2016 through September 30, 2017.

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

### 1. GENERAL

- 1.1 The contract amount shall not exceed \$4,891.00 for the period of October 1, 2016 through September 30, 2017.
- 1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- 1.3.1 Registration of business name (if applicable) with the Secretary of State at <a href="http://sos.mo.gov/business/startBusiness.asp">http://sos.mo.gov/business/startBusiness.asp</a>
- 1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)
- 1.3.3 Taxes (e.g., city/county/state/federal)
- 1.3.4 State and local certifications (e.g., professions/occupations/activities)
- 1.3.5 Licenses and permits (e.g., city/county license, sales permits)
- 1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name:

Comprehensive Tobacco Control Program

Program Contact:

Regional Comprehensive Tobacco Control Program Community

Policy Specialist

Address:

920 Wildwood Drive, P.O. Box 570, Jefferson City, Missouri 65102-0570

Email:

MoTobaccoProgram@health.mo.gov

### 2. PURPOSE

The purpose of the Youth Leadership in Tobacco Prevention contract is to prevent and decrease youth tobacco use in Missouri and increase youth leadership skills in comprehensive tobacco control by providing Department-approved youth leadership in tobacco control training as designed by Tobacco Free Missouri's youth council.

2.2 The goals of the contract are to support proven community youth tobacco control activities, expand the existing youth leadership program into unserved and underserved areas of the state of Missouri, decrease the number of youth in middle school and high school who use tobacco, and develop strong youth leaders in Missouri to work with the statewide youth council on statewide tobacco control issues.

### 3. DELIVERABLES AND OUTCOMES

- 3.1 The Contractor shall assign staff to implement the youth leadership in tobacco control initiative, including coordinating the recruitment of youth teams and mentors, planning and delivering Clear MO Air training, disseminating information, and coordinating community education. The Contractor shall notify the Department of the staff assigned to coordinate the contract efforts within fifteen (15) days of the beginning of each contract period.
- 3.1.1 Annually, the Contractor shall identify person(s) to attend a two-day annual Contractor's meeting and assure that requirements are completed. Trainings will be provided by the Department and will include but are not limited to how to deliver training to youth and mentors, expectations of the facilitators, how to use the data reporting system and how to work with youth teams.
- 3.1.2 The Contractor shall submit to the Department within thirty (30) days of the beginning of each contract period for approval a detailed work plan with the proposed timeline of activities proposed to achieve the outcomes for this contract. The work plan shall include a plan for encouraging youth to complete action plans and for mentors to work with the youth throughout the contract period.
- 3.2 The Contractor shall contact its regional Tobacco Community Policy Specialist to seek leadership, guidance, and collaboration in working on the youth leadership initiative. The Contractor shall also learn of any tobacco control efforts in the community and county in order to connect the trained youth with local efforts. If none exist, the Contractor shall help youth to develop a local coalition, or work with adults or a local community group to collaborate on the action plan.
- 3.3 The Contractor shall within sixty (60) days of the beginning of each contract period:
- 3.3.1 Recruit appropriate mentors for the Tobacco Free Missouri youth teams. A minimum of one (1) mentor is required for each team.
- 3.3.2 Recruit youth from ages thirteen (13) through eighteen (18) to participate in the Clear MO Air program on a youth team.

- 3.3.3 Collaborate with neighboring contractors to plan the number and location of youth and mentor Clear MO Air trainings to assure a mix of youth teams from other communities within the region and to decrease the distance of travel to and from trainings. Each training shall have three (3) to six (6) teams.
- 3.3.4 Conduct a minimum of one (1) Clear MO Air training in the geographic region for up to seven (7) youth and one (1) mentor from each team no later than December 15. The Contractor shall collaborate with the Department to identify training facilitators from among the Department-trained facilitators and contractors.
- 3.3.5 Distribute materials to facilitators and mentors for use in Clear MO Air trainings and in the individual Tobacco Free Missouri youth teams.
- 3.4 The Contractor shall pay expenses associated with training including travel for youth and mentors.
- 3.5 The Contractor shall submit data including but not limited to:
- 3.5.1 Paper copies of pre- and post-surveys and evaluations at the end of the training. The required forms will be provided by the Department as part of the training documents.
- 3.5.2 Numbers trained and other data related to the training requested or required no later than fifteen (15) days after trainings have occurred.
- 3.5.3 For each month, the Contractor shall submit other data required or requested to the Department by the 15<sup>th</sup> day of the following month.
- 3.6 The Contractor shall work with each youth team and mentor to complete an action plan. The Contractor shall also assist each team and mentor to complete a budget to achieve the action plan activities.
- 3.7 The Contractor shall assist each mentor to complete a budget for mentors to work with the youth throughout the contract period.
- 3.8 The Contractor shall assist as needed to assure that by May 30 of each contract period, each Tobacco Free Missouri youth team and mentor:
- 3.8.1 Completes their action plan and the four (4) activities identified in the action plan;
- 3.8.2 Submits action plan activities data and pictures of Tobacco Free Missouri youth activities using the online data reporting system

  <a href="http://motobaccofacts.org/index.php/youth/share-your-work/">http://motobaccofacts.org/index.php/youth/share-your-work/</a>; and
- Provides information regarding the use and value of the budget provided and developed per 3.6 and 3.7.

- 3.9 The Contractor shall provide ongoing technical assistance to youth teams in the geographic region throughout the contract period.
- 3.10 The Contractor shall participate in conference calls and meetings as scheduled by the Department.
- 3.11 If media is part of the action plan, the Contractor shall identify and send youth-developed media messages to the Department for approval. The Contractor shall assure messages have the appropriate level of identity protection and parental releases for youth as specified by the Department. Upon approval, the Contractor shall let the youth teams know that the messages may be disseminated. The Department will have the right to disseminate these messages throughout the state.
- 3.12 The Contractor should attend one (1) Clear MO Air Rally.
- 3.13 The Contractor shall encourage youth teams and community coalition members to attend one (1) Clear MO Air Rally.
- 3.14 The Contractor shall provide travel funding for youth teams and community coalition members who attend one (1) Clear MO Air Rally.

### 4. REPORTS

- 4.1 The Contractor shall submit monthly progress reports to the Department for the previous month by the 15th day of the following month. Reports shall include progress on the deliverables, barriers encountered with solutions for overcoming the barriers, pictures and newspaper articles regarding youth involvement, and other items of significance to the completion of the contract.
- 4.2 The Contractor shall submit monthly progress reports to

  <u>MoTobaccoProgram@health.mo.gov</u> with copies to the Youth Tobacco Prevention
  Coordinator and the assigned Tobacco Community Policy Specialist.
- 4.3 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

### 5. BUDGET AND ALLOWABLE COSTS

5.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the following budget categories:

Personnel (salary only, no fringe), Resources and Supplies, Travel Expenses, Other Expenses, and Indirect Costs.

- 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.
- 5.3 Indirect costs
- 5.3.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
- 5.3.2 The Contractor shall not bill the Department for indirect costs that exceed 5% of the modified total direct costs as defined in 2 CFR § 200.68.
  - a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward and subcontract in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
- 5.3.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
- 5.5 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 internal policy, whichever is lower.
- 5.5.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
- The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <a href="http://www.gsa.gov">http://www.gsa.gov</a>.

5.6 The Contractor shall follow competitive procurement practices.

### 6. INVOICING AND PAYMENT

- 6.1 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.
- 6.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:

  https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.
- 6.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 6.2 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.
- 6.3 The Contractor shall submit invoices monthly. Invoices shall be due by the fifteenth (15<sup>th</sup>) 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.
- 6.4 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.
- 6.5 The Contractor shall e-mail invoices to MoTobaccoProgram@health.mo.gov with a copy to the Regional Community Policy Specialist or mail them to:

Missouri Department of Health and Senior Services Bureau of Community Health and Wellness Comprehensive Tobacco Control Program PO Box 570, 920 Wildwood Drive Jefferson City, MO 65102

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.

- 6.7 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.
- 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.
- 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.
- 6.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 6.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

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

- 6.11 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 <a href="https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx">https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx</a>. The CFDA name is available at <a href="https://www.cfda.gov/?s=program&mode=list&tab=list">https://www.cfda.gov/?s=program&mode=list&tab=list</a>.
- Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

### 7. AMENDMENTS

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.

### 8. RENEWALS

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

### 9. MONITORING

- 9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

### 10. DOCUMENT RETENTION

- The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
- 10.4 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.
- The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

### 11. CONFIDENTIALITY

- 11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 11.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

### 12. LIABILITY

- 12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 12.2 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.
- 12.3 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.

### 13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

- 13.1 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.
- In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
- 13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 13.3 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.

### 14. AUTHORIZED PERSONNEL

- 14.1 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.
- 14.2 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.

### 15. TERMINATION

- 15.1 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:
- 15.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- 15.1.2 A change in federal or state law relevant to this contract occurs; or
- 15.1.3 A material change of the parties to the contract occurs; or
- 15.1.4 By request of the Contractor.
- 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.
- 15.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
- 15.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 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.

### 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

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.

# 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 under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

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

# 5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

### 6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

- 6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
- 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;
- 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, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

### 8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

### SUBRECIPIENT SPECIAL CONDITIONS

- 1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
- 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <a href="http://health.mo.gov/contractorresources/nga">http://health.mo.gov/contractorresources/nga</a> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
- 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.
- 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
- 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.

  <a href="http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf">http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf</a>
- 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 six months of notification by the Department to return such funds.

### SUBRECIPIENT SPECIAL CONDITIONS

- 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 under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
- 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
- 1.8.3 Use forced labor in the performance of the award or subawards under the award.
- 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The

### SUBRECIPIENT SPECIAL CONDITIONS

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



# MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES Subrecipient Annual Financial Report

| 1. Contractor Name and Complete Address                                              |                   |                                |                                      |            |                       |                                              |  |  |  |  |
|--------------------------------------------------------------------------------------|-------------------|--------------------------------|--------------------------------------|------------|-----------------------|----------------------------------------------|--|--|--|--|
| 1. Contractor Name and Complete Address                                              |                   |                                |                                      |            |                       |                                              |  |  |  |  |
|                                                                                      |                   |                                |                                      |            |                       |                                              |  |  |  |  |
|                                                                                      |                   |                                |                                      |            |                       |                                              |  |  |  |  |
|                                                                                      |                   |                                |                                      |            |                       |                                              |  |  |  |  |
| 2. Cambragh Number                                                                   |                   | 7 0 0                          | Name of Davi                         | : a / \    | 20///                 | 4 Contractor Identifyin-                     |  |  |  |  |
| 2. Contract Number                                                                   |                   |                                | Contract Perion                      |            | To:                   | Contractor Identifying     Number (optional) |  |  |  |  |
|                                                                                      |                   |                                | JIII.                                |            | 10.                   | (,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,      |  |  |  |  |
|                                                                                      |                   |                                |                                      |            |                       |                                              |  |  |  |  |
| 5. DUNS Number                                                                       | 6. EIN            |                                |                                      |            | 7. Report Type        |                                              |  |  |  |  |
|                                                                                      |                   |                                |                                      |            |                       | □ -···                                       |  |  |  |  |
|                                                                                      |                   |                                |                                      |            | Annual                | Final                                        |  |  |  |  |
| 8. Transactions                                                                      |                   |                                |                                      |            |                       |                                              |  |  |  |  |
| Contract Expenditures:                                                               |                   |                                |                                      |            |                       |                                              |  |  |  |  |
| 8a. Total contract funds authorized:                                                 |                   |                                |                                      |            |                       |                                              |  |  |  |  |
|                                                                                      |                   |                                |                                      |            |                       |                                              |  |  |  |  |
| 8b. Total expenditures:                                                              |                   |                                |                                      |            |                       |                                              |  |  |  |  |
| 8c. Unspent balance of contract fund                                                 |                   | \$0.00                         |                                      |            |                       |                                              |  |  |  |  |
|                                                                                      |                   |                                |                                      |            |                       |                                              |  |  |  |  |
| Match Requirements:                                                                  |                   |                                |                                      |            |                       |                                              |  |  |  |  |
| 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                                         | cortify to the    | hoet of my                     | knowlodgo                            | and bolief | that the ren          | ort is true complete and                     |  |  |  |  |
| accurate, and the expenditures, disburse                                             |                   |                                |                                      |            |                       |                                              |  |  |  |  |
| and conditions of the Federal Award. I ar                                            | n aware that a    | ny false, fic                  | ctitious, or f                       | fraudulent | information,          | , or the omission of any                     |  |  |  |  |
| material fact, may subject me to criminal otherwise. (U.S. Code Title 18, Section 10 |                   |                                |                                      |            |                       | s, false claims or                           |  |  |  |  |
|                                                                                      | or and title 5    |                                | 3129-3130                            | and 3001-  |                       |                                              |  |  |  |  |
| 11a. Typed or Printed Name and Title of Authorized Certifying                        |                   |                                | 11b. Telephone (Including Area Code) |            | 11c.<br>Email Address |                                              |  |  |  |  |
| Official of the Contractor                                                           | reseptions        | elephone (including Area Code) |                                      |            | C33                   |                                              |  |  |  |  |
|                                                                                      |                   |                                |                                      |            |                       |                                              |  |  |  |  |
|                                                                                      |                   |                                |                                      |            |                       |                                              |  |  |  |  |
| 444 0:                                                                               | 14- D-1           | Danad Outurity                 |                                      |            |                       |                                              |  |  |  |  |
| 11d. Signature of Authorized Certifying Official of the Contractor                   |                   |                                |                                      |            |                       | 11e. Date Report Submitted (MM/DD/YY)        |  |  |  |  |
|                                                                                      |                   |                                |                                      |            |                       |                                              |  |  |  |  |
|                                                                                      |                   |                                |                                      |            |                       |                                              |  |  |  |  |

MO 580-3091 (12-14)

### STATE OF MISSOURI DEPARMENT OF HEALTH AND SENIOR SERVICES

### TERMS AND CONDITIONS

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

### 1. APPLICABLE LAWS AND REGULATIONS

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

#### 2. INVOICING AND PAYMENT

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

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 or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

### 14. COMMUNICATIONS AND NOTICES

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

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

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

**Tracking #** 42453 **State:** 0% \$0.00 **Federal:** 100% \$10,236.00

Contract Title: YOUTH LEADERSHIP IN TOBACCO PREVENTION

Contract Start: 10/1/2015 Contract End: 9/30/2017 Amend#: 01 Contract #: DH160010020

Vendor Name: COLUMBIA/BOONE COUNTY HEALTH DEPARTMENT

CFDA: 93.758 Research and Development: N

CFDA Name: PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT FUNDED SOLELY WITH PREVENTION AND PUBLIC

**HEALTH FUNDS (PPHF)** 

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

**Federal Award:** 2B01OT009030-15

Federal Award Name: PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT

Federal Award Year: 2015 DHSS #: 15PHS Federal Obligation: \$5,345.00

CFDA: 93.758 Research and Development: N

**CFDA Name:** PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT FUNDED SOLELY WITH PREVENTION AND PUBLIC

HEALTH FUNDS (PPHF)

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

Federal Award: \*

Federal Award Name: \*

Federal Award Year: 2017 DHSS #: 17PHS-FOA Federal Obligation: \$4,891.00

### **Project Description:**

The purpose of the Youth Leadership in Tobacco Prevention contract is to prevent and decrease youth tobacco use in Missouri and increase youth leadership skills in comprehensive tobacco control by providing Department-approved youth tobacco prevention training as designed by Tobacco Free Missouri's youth council.

Friday, August 26, 2016 MO 580-3018 (5-12) 2:07:00 PM

Page 1 of 1

DH-72

<sup>\*</sup> The Department will provide this information when it becomes available.