



**MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
ENVIRONMENTAL CHILD CARE SANITATION INSPECTIONS
PARTICIPATION AGREEMENT**

1. SCOPE OF WORK SECTION

1.1 General Requirements:

- 1.1.1 This participation agreement is entered into by the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). This agreement shall consist of: (1) this participation agreement, (2) Attachment A – Certification, and (3) Exhibit 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, attached hereto. By signing below the Contractor and Department agree to all the terms and conditions set forth in this agreement.
- 1.1.2 The purpose of this agreement is to conduct environmental child care inspections and enforce expeditious correction of defects in child care facilities.
- 1.1.3 This agreement shall be effective October 1, 2025 or the date of the Department's authorized representative signature, whichever is later through September 30, 2028.
- 1.1.4 This Agreement expresses the complete agreement of the parties and shall supersede all previous communication, representations or agreements, either verbal or written, between the parties. The performance of this Agreement shall be governed solely by the specifications and requirements contained herein.

TRACKING NUMBER	AGREEMENT NUMBER ERS22026047	AMENDMENT NUMBER
CONTRACTOR NAME (PLEASE PRINT/TYPE) Jackson County Environmental Health		DOING BUSINESS AS (DBA) NAME
NAME OF AUTHORIZED REPRESENTATIVE		PAYMENT MAILING ADDRESS
MissouriBUYS SYSTEM ID		CITY, STATE, ZIP
TELEPHONE NUMBER		E-MAIL ADDRESS
SIGNATURE OF CONTRACTOR OR REPRESENTATIVE		DATE
MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF ADMINISTRATION DIRECTOR OR DESIGNEE ▶		DATE

1.1.5 The Contractor shall either provide the services directly or shall provide a person/personnel who must comply with the requirements stated herein. Therefore, references to “the Contractor” throughout this document shall also be deemed to include the person/personnel provided by the Contractor.

1.1.6 After the award, unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Environmental Child Care Program

Program Contact: Molly Grellner

Address: 930 Wildwood Drive, PO Box 570, Jefferson City MO 65109

Phone: (573) 751-6095

Email: eccprogram.lphas@health.mo.gov

1.1.7 The Contractor shall provide contact information for key personnel. Information required includes, but not limited to, key personnel name, contact phone number, contact email, and role. Key personnel must include lead environmental staff/supervisor and administrator or director. Key personnel can include fiscal personnel or others deemed necessary by the Contractor.

1.2 Deliverables and Outcomes:

1.2.1 The Contractor shall follow the procedures outlined in this agreement.

1.2.2 The Contractor shall adhere to 210.252 RSMo.

1.2.3 The Contractor shall inspect a child care facility in accordance with the child care sanitation guidelines, published by the Department at <https://dese.mo.gov/childhood/child-care/inspection-process>.

1.2.4 The Contractor shall utilize best practices as identified in the Environmental Health Operational Guidelines (EHOG), available at <https://health.mo.gov/atoz/ehog/>.

1.3 Personnel and Training:

1.3.1 The Contractor shall ensure that staff responsible for inspections, also known as Environmental Health Specialists (EHS), meet the qualifications for Public Health Associate, Officer, Specialist, Supervisor, or Manager job classes as posted on the Office of Administration’s website at <https://pers.oa.mo.gov/careers/public-health-services/environmental-public-health>.

- 1.3.2 The Contractor shall ensure all EHS staff receive a minimum of six (6) months of field experience prior to beginning child care sanitation training.
- 1.3.3 The Contractor shall ensure all EHS staff complete initial child care sanitation training prior to conducting independent child care sanitation inspections. Trainings shall be conducted in accordance with Section 6.0 Environmental Child Care of the EHOOG. Trainings include, but are not limited to, distance learning, classroom, and in-field training;
- 1.3.4 The Contractor shall ensure required key personnel as set forth in Section 1.1.7 attend initial Child Care Sanitation Inspection Invoice Training provided by the Department within six (6) months of the execution of this participation agreement. The Department will offer the training at least annually for newly added staff.
- 1.3.5 The Contractor shall ensure EHS staff attend annual Environmental Child Care training provided by the Department.
- 1.3.6 New EHS staff or EHS staff who have not participated in child care inspections for more than two (2) years shall conduct a minimum of six (6) joint sanitation inspections with Department staff or designee.

1.4 Responsibility to Inspect:

- 1.4.1 Upon receiving a written request for inspection from the Department, the Contractor shall conduct sanitation inspections at regulated child care facilities, while in operation, including licensed and licensed exempt child care facilities, as designated by the Department of Elementary and Secondary Education.
- 1.4.2 The Department estimates the Contractor will be responsible for the completion of 153 annual sanitation inspections under this agreement each year.
- 1.4.3 If the Contractor is unable to conduct an inspection of a child care facility due to a conflict of interest, lack of qualified EHS, provider refusal, or any other reason, the Contractor shall immediately notify the Department in writing.
 - a. The inability to meet this requirement may result in adverse reactions such as termination of this agreement or non-payment of inspection.

1.5 Inspection Requirements:

- 1.5.1 The Contractor shall conduct annual, special circumstance (emergency and multiple reinspections), and reinspection sanitation inspections in accordance with Section 6.0 of the Environmental Health Operational Guidelines (EHOG), available at: <http://health.mo.gov/atoz/ehog/index.php>.
- 1.5.2 The Contractor shall conduct special circumstance (emergency and multiple reinspections) inspections as requested and/or approved by the Department.
- 1.5.3 The Contractor shall conduct unannounced annual inspections at existing child care facilities prior to the due date set by the Department.

1.6 Inspection Reports:

- 1.6.1 The Contractor shall use the Sanitation Inspection Report Forms BCC-34-1(04/07) and BCC-34-2 (11/17) for family home child care inspections;
- 1.6.2 The Contractor shall use the Sanitation Inspection Report Forms BCC-35-1 (04/07), BCC-35-2 (04/07), and BCC-35-3 (04/07) for inspections of licensed centers, group homes, and licensed exempt child care facilities;
- 1.6.3 The Contractor shall use the appropriate Sanitation Inspection Report Form BCC-34 (04/07 and 11/17) or BCC-35 (04/07) for special circumstance sanitation inspections.
- 1.6.4 The Contractor may obtain the Sanitation Inspection Report Forms BCC-34 (04/07 and 11/17) and BCC-35 (04/07) at: <http://health.mo.gov/warehouse>.
- 1.6.5 The Contractor may utilize the ArcGIS electronic platform developed for and provided by the Department.

1.7 Reinspections:

- 1.7.1 The Contractor shall conduct a reinspection on existing child care facilities that do not comply with all sanitation requirements at the time of their annual inspection;
- 1.7.2 The Contractor shall conduct one (1) scheduled reinspection no more than thirty (30) calendar days after the inspection due date (specified by the Department on the request for the annual child care inspection form);
- 1.7.3 The Contractor shall use the Sanitation Inspection Report Forms BCC-34-1 (04/07) and BCC-34-2 (11/17) for family home child care reinspection; and

- 1.7.4 The Contractor shall use the Sanitation Inspection Report Forms BCC-35-1 (04/07), BCC-35-2 (04/07), and BCC-35-3 (04/07) for reinspection of licensed centers, group homes, and licensed exempt child care facilities.
- 1.7.5 When a child care facility does not conform to all sanitation requirements after one (1) reinspection:
- a. The Contractor shall send an email to eccprogram.lphas@health.mo.gov within ten (10) business days to notify the Department and request permission to conduct an additional follow up inspection.
 - b. The Department will respond to the Contractor's request with approved inspection time frames and billing instructions. Additional reinspections are billed at the special circumstance (multiple reinspections) rate specified in this contract.

1.8 Approval of Inspections/Submission of Forms:

- 1.8.1 For annual, reinspection, and special circumstance inspections (emergency or multiple reinspections), the Contractor shall submit the complete and legible Sanitation Inspection Report form for each child care facility to the Department within ten (10) business days following the date of inspection.
- 1.8.2 If the inspections and report forms do not comply with the requirements set out in this Agreement, the Department will not approve the inspections for reimbursement.
- 1.8.3 The Contractor shall remit all forms to the Department via email to: eccprogram.lphas@health.mo.gov

1.9 Reimbursement Requirements:

- 1.9.1 The Department will not reimburse the Contractor for EHS staff attending annual Environmental Child Care training.
- 1.9.2 The Department will not reimburse the Contractor for special circumstance inspection (emergency or multiple reinspection) if the Contractor does not obtain prior written approval from the Department via email to eccprogram.lphas@health.mo.gov.
- 1.9.3 The Department will not reimburse the Contractor for training inspections in which the Department is the lead inspector.

- 1.9.4 The Department will not reimburse the Contractor for any inspections if the Contractor fails to submit the Sanitation Inspection Report Forms BCC-34 (04/07 and 11/17) or BCC-35 (04/07) by the deadline set out herein.
- a. If the Contractor's Sanitation Inspection Report Forms (either BCC-34 or BCC-35) do not meet the criteria for approval by the Department set out in this agreement.
- 1.9.5 The Department shall not reimburse the Contractor based on any invoice that the Contractor does not submit in accordance with the requirements set out in this Agreement.
- 1.9.6 The Department shall not reimburse the Contractor for inspections conducted by an inspector who has not completed their six (6) months of field experience and initial child care sanitation training, except that the Department may reimburse the Contractor for up to three training inspections as stated in 1.9.7.
- 1.9.7 The Department will reimburse a maximum of three training inspections in which the Contractor is the lead inspector.
- 1.9.8 Annual Inspections
- a. The Department will reimburse the Contractor at a fixed rate of \$130 for each annual inspection the Contractor conducts within their home county.
- 1.9.9 Reinspections
- a. The Department will reimburse the Contractor at a fixed rate of \$75 for one (1) reinspection the Contractor conducts per child care facility within their home county.
- 1.9.10 Special Circumstance Inspections (Emergency and Multiple Reinspection)
- a. The Department will reimburse the Contractor at a fixed rate of \$35 per hour for each special circumstance inspection (emergency or multiple reinspections) the Contractor conducts within their home county as approved by the Department.
- 1.9.11 Attempted Inspections

- a. The Department will reimburse the Contractor at a fixed rate of \$30 for responding to a request for an inspection and the facility is closed or otherwise unavailable to the inspector within their home county.
- b. The Department will not reimburse the Contractor for more than two (2) attempted inspections per child care facility without prior written approval from the Department via email to eccprogram.lphas@health.mo.gov.

1.10 Other Reporting and Recordkeeping Requirements:

- 1.10.1 **Publicity:** Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity or publications.
 - a. Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).
- 1.10.2 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.
- 1.10.3 **Contract Monitoring:** The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the Contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the Contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:

- a. Requiring additional, more detailed financial reports or other documentation;
 - b. Additional contract monitoring;
 - c. Requiring the Contractor to obtain technical or management assistance; and/or
 - d. Establishing additional prior approvals from the state agency.
- 1.10.4 Retention of Records and Documents: Unless specified in writing as a shorter period of time, the Contractor shall preserve and make available with no limitation all books, documents, papers, and records involving transactions related to the contract for a period of ten years from the date of the cancellation, expiration, or termination of the contract. Records and supporting documentation under audit or involved in litigation shall be kept for two years following the conclusion of the litigation or audit. During the contract period, access to these items shall be provided through a vehicle specified by the state agency. During the post contract period delivery and access to these items shall be at no cost to the state agency.
- 1.10.5 Records: The Contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with accepted standard accounting principles or International Financial Reporting Standards (IFRS).
- a. Once annually, or otherwise as reasonably required by the state, the Contractor shall make all such records, books, and other documents relevant to the contract available to the state, its designees, and the Missouri State Auditor in a commercially reasonable format acceptable to the state at all reasonable times during the term of the contract and for five (5) years after the cancellation, expiration, or termination of the contract or for any longer period of time required by law. The state will provide a minimum of fourteen (14) calendar days' notice and will coordinate with the Contractor regarding the scope of the audit.
 - b. The Contractor shall permit the Missouri State Auditor's Office, federal auditors and authorized representatives of the State of Missouri to perform an independent audit or examine, copy, or investigate any of the Contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the Contractor only for services performed under the contract. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by auditors shall not be paid by the state and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception by any legal procedure.

- c. The state shall not designate any individual, entity, or firm to conduct the audit that is a competitor of the Contractor. Any audit conducted or records reviewed under this provision shall be limited to services provided to State of Missouri and shall not require the Contractor to disclose information pertaining to any other customer or client of the Contractor.
- d. The services required herein are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in the American Institute of Certified Public Accounts (AICPA) literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by the Contractor directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance. The Contractor shall maintain a copy of the work products for documentation purposes for the AICPA.

1.11 Electronic Funds Transfer, Invoicing, and Payment Requirements:

- 1.11.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the Contractor at the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis) Vendor registration. However, the Contractor understands and agrees the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their Vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 1.11.2 Invoicing: The Contractor shall submit itemized invoices monthly. Invoices shall be due within thirty (30) calendar days of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the state agency.
 - a. The Contractor shall submit a monthly invoice for all inspections conducted and reported during each month. If the Contractor has completed no inspections to bill, the Contractor shall submit a zero invoice. Contractors using the ArcGIS billing system do not need to submit zero invoices for months with no inspections.
 - b. The Contractor may not submit more than one (1) invoice per month or submit an invoice later than thirty (30) calendar days following the end of the month, unless the Contractor obtained prior approval from the Department.

- 1) The Contractor may submit requests for an exception to eccprogram.lphas@health.mo.gov.
- c. The Contractor shall submit all invoices to the Department on an electronic form provided by the Department.
 - 1) The specified form now replaces previously used forms required for reimbursement.
- d. The Contractor shall remit monthly invoices to the Department via email at: eccprogram.lphas@health.mo.gov. The Department may authorize other forms of submission for Contractors unable to submit invoices via email.
- e. Contractors using the ArcGIS electronic platform developed and provided by the Department may use the online billing system. Billing with ArcGIS eliminates the submission of the above forms, but users are required to verify inspections by the fifth (5th) of the month following the billing period. Invoices must be signed and submitted by the tenth (10th) of each month in the ArcGIS system.
 - 1) Errors in electronic billing may require the completion of paper billing reports. If that occurs an error email will be sent denying the payment in accordance with Section 1.11.4. The program will then request the submission of the electronic form provided by the program, but the submission of paper inspection reports will not be required.
- f. The Contractor shall submit the September invoice no later than October 10th.
- g. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis) Vendor registration.
- h. The invoice number will be listed on the state's EFT amendment record to enable the Contractor to properly apply state payments to invoices. The Contractor must comply with all other invoicing requirements stated herein.
- i. The Contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

1.11.3 Payment:

- a. Payments are due upon receipt of a valid itemized invoice, payable in 30 calendar days. All invoices for supplies and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
 - b. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
 - c. The Contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.Vendorservices.mo.gov/Vendorservices/Portal/Default.aspx>.
- 1.11.4 If the state agency denies a request by the Contractor for payment or reimbursement, the state agency will provide the Contractor with written notice of the reason(s) for denial.
- 1.11.5 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.
- 1.11.6 If the Contractor is overpaid by the state agency the Contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.
- 1.11.7 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.Vendorservices.mo.gov/Vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://sam.gov/content/assistance-listings>.
- 1.11.8 Other than the payments and reimbursements specified in the contract, no other payments or reimbursements shall be made to the Contractor.

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

2. TERMS AND CONDITIONS SECTION

2.1 Applicable Laws and Regulations:

- 2.1.1 The contract shall be construed according to the laws of the State of Missouri. The Contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and Department.

2.2 Non-Discrimination and Affirmative Action:

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

2.3 Americans with Disabilities Act:

- 2.3.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

2.4 Authorized Personnel/E-Verify:

- 2.4.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 2.4.2 For work performed under the contract, the Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530, RSMo and Executive Order 07-13. If the Contractor employs personnel not authorized to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.
- 2.4.3 Prior to the performance of any services, a Contractor meeting the definition of a business entity in section 285.525, RSMo, shall maintain enrollment and participation

in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the Contractor shall enroll and participate in the E-Verify program.

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

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

2.5 Business Registration:

2.5.1 The Contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

2.6 Elected or Appointed Officials and Employees:

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

2.7 Indemnification:

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

2.8 Legal Proceedings:

2.8.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of

the contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

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

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

2.9 Fund Requirements:

2.9.1 The Contractor shall understand and agree that the contract may involve the use of federal funds. The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Attachment A, Certifications and Special Provisions, which is attached hereto and incorporated by reference as if fully set forth herein, or other requirements identified by the federal government.

2.10 Invoicing and Payment:

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

2.11 Non-Appropriation of Funds:

2.11.1 The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

2.12 Work Outside the United States:

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

2.13 Open Records:

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

2.14 Record Access:

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

2.15 Taxes:

- 2.15.1 The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a Vendor that does not meet the conditions of section 34.040.7, RSMo.

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

3. GENERAL CONTRACTUAL REQUIREMENTS SECTION

3.1 Contract Amendment:

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

3.2 Termination for Convenience:

- 3.2.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
- a. State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - b. A change in federal or state law relevant to this contract occurs; or
 - c. A material change of the parties to the contract occurs; or
 - d. By request of the Contractor.
- 3.2.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
- a. The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - b. The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 3.2.3 The Contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

3.3 Cancellation for Breach of Contract:

- 3.3.1 In the event of material breach of the contractual obligations by the Contractor, the Department may cancel the contract. At its sole discretion, the Department may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Department, the actual cure must be completed within no

more than ten (10) state business days from notification, or at a minimum the Contractor must provide the Department within ten (10) state business days from notification a written plan detailing how the Contractor intends to cure the breach.

- 3.3.2 If the Contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 3.3.3 If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the Contractor for any additional costs incurred thereby.
- 3.3.4 The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

3.4 Contractor Liability:

- 3.4.1 The Contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the Contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
 - a. The Contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.
 - b. The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

- c. Under no circumstances shall the Contractor be liable for any of the following:
(1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the Contractor is informed of their possibility.

3.5 Insurance:

- 3.5.1 The Contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.
- 3.5.2 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

3.6 Single Point of Contact and Responsibility:

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

3.7 Contractor Status:

- 3.7.1 The Contractor shall be considered an independent Contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The Contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

3.8 Coordination:

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

3.9 Monitoring:

- 3.9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 3.9.2 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.

3.10 Inventions, Patents, and Copyrights:

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

3.12 Confidentiality and Security Documents:

- 3.12.1 Neither party shall disclose or use any confidential information of the other party, except as reasonably necessary to perform its obligations or to exercise its rights pursuant to the contract or with the other party's prior written permission.
- 3.12.2 If required by the state, the Contractor must sign specific documents regarding confidentiality, security, or other similar documents that align with the confidentiality and security terms in the contract upon request, concerning the services provided for in the contract, and are consistent with the terms of the contract. The Contractor shall have the opportunity to review, discuss, and approve the documents the Contractor

must sign prior to signature. The Contractor shall ensure that its personnel, its subcontractors, and its subcontractors' personnel adhere to the confidentiality and security required by the contract. Failure of the Contractor to sign such documents absent a good faith basis may be considered a breach of contract and subject to the cancellation provisions of this document.

3.12.3 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the state agency or 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 patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law.

- a. The Contractor assumes liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's/provider's subcontractors and employees.
- b. 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, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Insurance (45 CFR part 164, subpart C, the "Security Rule"), and Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164, the "Breach Notification Rule").

3.12.4 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri Law.

3.13 **Force Majeure:**

3.13.1 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. Both parties shall make all reasonable efforts to remove or

eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

3.14 Actions, Suits, or Proceedings:

- 3.14.1 The Contractor must notify the State of Missouri immediately if the Contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on Contractor's ability to fulfill the obligations under the contract. The Contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.
- 3.14.2 Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the Department immediately.

3.15 Warranties and Representations:

- 3.15.1 The Contractor expressly warrants that all supplies and/or services provided shall:
 - a. conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department,
 - b. be fit and sufficient for the purpose expressed herein,
 - c. for any goods provided, be merchantable,
 - d. be of good materials and workmanship, and
 - e. be reasonably free from defect.
- 3.15.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said supplies and/or services.

3.16 Conflict of Interest:

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

3.17 Remedies and Rights:

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

3.18 Communications and Notices:

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

3.19 Survivability of Terms:

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

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

4. VENDOR SUBMISSION INFORMATION SECTION

4.1 Compliance with Requirements, Terms and Conditions:

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

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

- a. Business Compliance Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, which is attached hereto and incorporated by reference as if fully set forth herein - Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo, definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530#:~:text=285.530,.liability%20of%20contractors%20and%20subcontractors>), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- b. General Business Compliance - The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor certifies by signing the signature page that the Contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the Contractor shall remain in compliance with such laws for the duration of the resulting contract. The Contractor shall provide documentation of compliance

upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- 1) Taxes (e.g., city/county/state/federal)
 - 2) State and local certifications (e.g., professions/occupations/activities)
 - 3) Licenses and permits (e.g., city/county license, sales permits)
 - 4) Insurance (e.g., worker's compensation/unemployment compensation)
- c. Each response will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

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

ATTACHMENT A

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor shall understand and agree that the contract involves the use of federal funds. Upon award of the contract, the state agency will provide the Contractor the federal fund information. In the event the federal fund information changes, the Contractor will be notified in writing by the state agency.

1. Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The Contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal Department or agency pursuant to 2 CFR Part 180, or any other applicable law.
2. Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.
 - a. The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through the contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.
3. Stevens Amendment - The Contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the Contractor shall clearly state the following:
 - a. The percentage of the total costs of the program or project that will be financed with federal money;
 - b. The dollar amount of federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4. Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.
 - a. Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).
5. Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - The Contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.
6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The Contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.
 - a. The Contractor certifies by signing the first page of the document that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. The Contractor certifies that no funds under the contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under the contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- c. The Contractor certifies that no funds under the contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed, or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
 - d. The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - e. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 1) The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - a) Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
 - 2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.
7. Drug Free Workplace Act - The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor shall report any conviction of the Contractor's personnel under a criminal drug statute for violations occurring on the Contractor's

premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

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

8. Pro-Children Act - The Contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).
 - a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.
 - 1) The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
 - b. The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
 - c. The Contractor shall require the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly.
 - d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

9. Contractor Whistleblower Protections:

- a. The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a Contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- b. The Contractor’s employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- c. The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

10. Human Rights and Affirmative Action:

- a. The Contractor shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to the following:
 - 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
 - 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
 - 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, “ADAAA”) which prohibit discrimination on the basis of disabilities;

- 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
 - 6) Genetic Information Non-Discrimination Act (GINA)
 - 7) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements; and
 - 8) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.
- b. In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, the Contractor shall have and maintain an affirmative action program that shall include:
- 1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 - 2) The identification of a person designated to handle affirmative action;
 - 3) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
 - 4) The exclusion of discrimination from all collective bargaining agreements; and
 - 5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- c. If discrimination by a Contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of

Purchasing until corrective action by the Contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

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

BUSINESS COMPLIANCE EXHIBITS

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

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

- Business Compliance Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

**BUSINESS COMPLIANCE EXHIBIT 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.

- | |
|--|
| <p>BOX A: To be completed by a non-business entity as defined below.</p> <p>BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at https://www.e-verify.gov/.</p> <p>BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency.</p> |
|--|

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

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under this contract and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department with all documentation required in Box B of this exhibit.

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

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

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

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

- ☐- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☐- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the **E-Verify Employment Eligibility Verification page listing the Vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Vendor's name and the MOU signature page completed and signed**, at minimum, by the Vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Vendor's name and company ID, then no additional pages of the MOU must be submitted;

AND

- ☐- Submit a **completed, notarized Affidavit of Work Authorization** provided on the next page of this Exhibit.

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

AFFIDAVIT OF WORK AUTHORIZATION:

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

Comes now _____ (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.)

_____ <i>Authorized Representative's Signature</i>	_____ 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)

_____ <i>Signature of Notary</i>	_____ Date
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**BUSINESS COMPLIANCE EXHIBIT 1,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND
AFFIDAVIT OF WORK AUTHORIZATION - CONTINUED**

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

Name of **Missouri State Agency** to Which Previous E-Verify Documentation Submitted:

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

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Procurement officer

Date