

# Request for Legislative Action

Ord. #5660  
Sponsor: Tony Miller  
Date: September 12, 2022

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5660
Sponsor(s):	Tony Miller	Legislature Meeting Date:	9/12/2022

Introduction
<b>Action Items:</b> ['Appropriate']
<b>Project/Title:</b>
Juvenile Court Diversion Program

Request Summary
This is a request to appropriate \$195,558.00 from the 2022 undesignated fund balance in acceptance of a grant awarded to the Family Court Division by Missouri Department of Social Services. The project is named "Juvenile Court Diversion Program". The period covered by the grant is July 1 2022 through June30, 2022. The purpose of this program is to encourage community-based services which assist in diverting youth from commitment to Division of Youth Services. Please appropriate \$195,558 into the accounts herein:

Contact Information			
<b>Department:</b>	Circuit Court	<b>Submitted Date:</b>	8/22/2022
<b>Name:</b>	Carl Bayless	<b>Email:</b>	carl.bayless@courts.mo.gov
<b>Title:</b>	Grant Coordinator	<b>Phone:</b>	816-435-4775

Budget Information			
Amount authorized by this legislation this fiscal year:			\$195,558
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$195,558
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$195,558

## Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	2158 (Juvenile Court Diversion)	55010 (Regular Salaries)	\$28,060
010 (Grant Fund)	2158 (Juvenile Court Diversion)	55040 (FICA Taxes)	\$2,146
010 (Grant Fund)	2158 (Juvenile Court Diversion)	55060 (Insurance Benefits)	\$9,190
010 (Grant Fund)	2158 (Juvenile Court Diversion)	56670 (Rent – Miscellaneous)	\$19,200
010 (Grant Fund)	2158 (Juvenile Court Diversion)	56790 (Other Contractual Services)	\$94,879
010 (Grant Fund)	2158 (Juvenile Court Diversion)	56860 (Restitution Payments)	\$18,000
010 (Grant Fund)	2158 (Juvenile Court Diversion)	58170 (Other Equipment)	\$3,042
010 (Grant Fund)	2158 (Juvenile Court Diversion)	55050 (Pension Contribution)	\$4,041

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5544	September 13, 2021
5552	October 4, 2021
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance
Certificate of Compliance
Not Applicable
Minority, Women and Veteran Owned Business Program

## Request for Legislative Action

Goals Not Applicable for following reason: Appropriation not spending money	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

<b>Fiscal Information</b>	
<ul style="list-style-type: none"><li>Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.</li></ul>	

## Request for Legislative Action

### History

Submitted by Circuit Court requestor: Carl Bayless on 8/22/2022. Comments:

Approved by Department Approver Theresa Byrd on 8/22/2022 5:14:33 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 8/26/2022 9:20:54 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 8/26/2022 12:19:39 PM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 8/29/2022 8:20:25 AM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Sylvia Stevenson on 8/29/2022 12:14:20 PM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 9/6/2022 12:48:41 PM. Comments: Amount in title and eRLA budget section/fiscal note do not match.

Submitted by Requestor carl.bayless@courts.mo.gov on 9/6/2022 1:38:58 PM. Comments: Corrected amount in description of program.

Approved by Department Approver Mary Marquez on 9/7/2022 2:38:10 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 9/7/2022 3:01:06 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 9/8/2022 9:39:34 AM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 9/8/2022 9:44:43 AM. Comments:

Approved by Executive Office Approver Troy Schulte on 9/8/2022 9:56:24 AM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 9/8/2022 10:08:09 AM. Comments:

## Supplemental Appropriation Request Jackson County, Missouri

Funds sufficient for this appropriation are available from the source indicated below.

Date: August 29, 2022

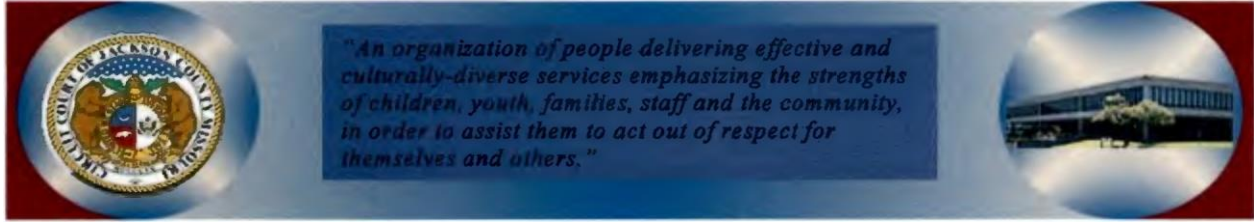
ORD # 5660  
eRLA # 629

Department / Division	Character/Description	From	To
<b>Grant Fund - 010</b>			
2158 - Juvenile Court Diversion	45969 - Increase Revenues	195,558	
9999 - Non Specific	32810 - Undesignated Fund Balance		195,558
9999 - Non Specific	32810 - Undesignated Fund Balance	195,558	
2158 - Juvenile Court Diversion	55010 - Regular Salaries		28,060
2158 - Juvenile Court Diversion	55040 - FICA Taxes		2,146
2158 - Juvenile Court Diversion	55060 - Insurance Benefits		9,190
2158 - Juvenile Court Diversion	56670 - Rent-Miscellaneous		19,200
2158 - Juvenile Court Diversion	56790 - Other Contractual Services		94,879
2158 - Juvenile Court Diversion	56860 - Restitution Payments		18,000
2158 - Juvenile Court Diversion	57230 - Other Operating Supplies		17,000
2158 - Juvenile Court Diversion	58170 - Other Equipment		3,042
2158 - Juvenile Court Diversion	55050 - Pension Contribution		4,041
		<b>\$ 391,116</b>	<b>\$ 391,116</b>

**APPROVED**  
By Sarah Matthes at 8:19 am, Aug 29, 2022

Budgeting

# JACKSON COUNTY FAMILY COURT GRANT PROGRAM INFORMATION



<b>Ordinance Number:</b> ####
<b>Program Name:</b> Juvenile Court Diversion (JCD) Grant
<b>Funding Agency:</b> Missouri Division of Youth Services (DYS)
<b>Funding Arrangements and Use of Funds:</b> \$195,558.00 to continue programming in Jackson County to divert youth from commitment to the Division of Youth Services for treatment.
<b>Funding Period for Grant:</b> The grant period is July 1, 2022 to June 30, 2023
<b>New or Existing Program/Continued Funding Opportunity:</b> Existing program
<p><b>Program Description :</b> The DYS JCD grant funds treatment programming for Family Court Services. The following program and service activities are funded by this grant:</p> <p><u>Emerging Adult Justice</u> (\$43,437.00) – personnel (Coordinator) for serving 17 year old youth diverted from formal court services.</p> <p><u>Residential Expressive Arts &amp; Self Care</u> (\$32,529.00) – trauma-informed programming for youth in out of home placement for support of mind, body and spirit including creative arts, cultural exploration, yoga, meditation, and large-muscle recreation.</p> <p><u>Day Reporting Program</u> (\$14,000) – supplies and services for youth attending the Drop In Center to prevent subsequent offending when youth are not in school.</p> <p><u>CORP Restitution</u> (\$28,042) – restitution funds for victims to be earned by youth completing community service, includes supplies.</p> <p><u>Education Consulting</u> (\$58,350) – provision of services from certified teachers to support educational goals and plans for youth under supervision.</p> <p><u>Emerging Adult Justice</u> (\$19,200) – lease of community house for programming in a home-like setting.</p> <p><b>Theoretical or Practical Basis:</b> For at-risk and justice-involved youths, the arts provide an outlet for addressing emotional and/or problem behaviors through opportunities to learn new skills, develop new talents, and express thoughts and ideas in creative and therapeutic ways. Similarly, for youths dealing with trauma or victimization (including exposure to violence), the arts can help them to cope with painful experiences by fostering resiliency. Creating art can strengthen a youth’s problem-solving skills, autonomy, sense of purpose, and social competence. Moreover, art encourages positive emotions and strength, allowing youth and families to view themselves as survivors and not as victims.</p> <p>Under-resourced African American children are at increased risk for school readiness deficits in terms of both cognitive and social development. Urban African American youth are at high risk for violence owing to exposure to violence in their communities. Providing system-involved youth with quality education is essential to keeping them engaged in their education and enabling them to set realistic long-term goals, including a successful return to school and community upon release. The Jackson County Family Court has continued to experience an increase in youth who lack the basic educational skills and competencies necessary to thrive into adulthood. Youth under Court supervision typically have fewer hours of educational instruction than non-Court involved youth. Additionally, these youth are at risk for falling behind educationally due to their involvement in the Justice system. This makes their matriculation problematic, as most of the youth have been underperforming educationally many years prior to their involvement with the Court. Parents and guardians also are in need of assistance for the purpose of helping the youth receive the educational support and assistance they need while court involved as well as in step-down, aftercare and independent living situations.</p> <p>Many delinquent offenses occur outside of school hours. Day Reporting keep youth occupied during these key hours while providing opportunities for them to engage in the community, build skills, and establish relationships with trustworthy adults. Youth on probation are at risk for further offending and system</p>

penetration, and these programs provide opportunities for intervention and treatment while keeping youth occupied, limiting opportunities for new offending.

Older youth who have committed delinquent offenses experience similar benefits from juvenile-court intervention as younger youth. However, older youth have specific needs and circumstances that make standard probation less practical and standard probation orders less relevant to their lives and circumstances. These youth are nearing adulthood and are approaching the end of the period where they can reasonably remain under the supervision of parents and in a structured classroom setting. These older youth often need to finish or continue their education, find employment, access mental health services, stable housing and to develop the life skills including budgeting and financial education. Youth in college, young parents, young adults with disabilities or medical needs, or those who identify as LGBTQ may need different or additional resources.

In the 16<sup>th</sup> Circuit, we developed an innovative strategy heavily reliant on diversion to keep 17-year-old youth out of the juvenile-justice system and connect them with the resources they need to successfully transition into adulthood.

In the 2022-23 grant year, we plan to lease a single-family home in the urban core as a meeting place for staff and EAJ youth. We envision discussing life skills and vocational plans at a dining room table as family would when a child, niece or nephew, or grandson is transitioning from childhood to adulthood. We will cook food and eat together, modeling good communication and life skills while communicating encouragement and support.

***Expected Impact:*** All programs and services in Family Court Services are subject to evaluation. Logic models are constructed for all programs drawing the line between risk factors, inputs, outputs and outcomes. All programs are designed to address one or more intermediate factors such as competence building, mental health treatment, educational intervention, and prosocial activity involvement. All programs are designed to decrease subsequent delinquent offending behaviors, increase educational engagement and strengthen relationships within the family and with peers.

***Evaluation Plan and/or Demonstrated Efficacy:*** We will measure successful program completion rates, rates of probation violations and recidivism at 12 months following release from jurisdiction.

***For more information, contact the Office of the Jackson County Deputy Court Administrator at 435-4850***

***Program Directors: Kelly Hams-Pearson, Tyra Sanders and Pamela Behle***



**Missouri Department of Social Services  
Juvenile Court Diversion Program**

**Agreement #: ER172-23012**

**Agreement Period: Date of Award through June 30, 2023**

*The Missouri Department of Social Services desires to enter into this agreement with the Judicial Circuit listed below for the purpose of reimbursing the Judicial Circuit for allowable Juvenile Court Diversion Program expenses. All terms, conditions, and requirements contained herein shall govern the performance of this agreement.*

**Judicial Circuit Information:**

Judicial Circuit Name: **16<sup>th</sup> Judicial Circuit: presiding judge located in Jackson County**  
Mailing Address: **415 East 12<sup>th</sup> Street**  
City, State Zip: **Kansas City, MO 64106**

Contact Person Name: Pamela Behle

Contact Person Title: Director, Assessment & Development Services

Contact Person E-Mail Address: Pamela.Behle@courts.mo.gov

~~~~~

*The undersigned hereby agrees to the requirements of this document and further agrees that when an authorized official of the Missouri Department of Social Services countersigns this document, a binding agreement shall exist between the Judicial Circuit and the Missouri Department of Social Services.*

*The authorized signer of this document certifies that the Judicial Circuit (named below) and each of its principals (as defined by 2 CFR Part 180) are not suspended or debarred by the federal government.*

***In witness thereof, the parties below hereby execute this agreement.***

Theresa L. Byrd  
Authorized Signature for the Judicial Circuit

Theresa L. Byrd, Deputy Court Administrator  
Name and Title:

07-29-2022  
Date

Patrick Luebbeing RZ  
Authorized Signature for the  
Missouri Department of Social Services

August 19, 2022  
Date



## **1 Introduction and Background Information**

- 1.1 This agreement is entered into between the Missouri Department of Social Services, Division of Youth Services (Department), and the 16th Judicial Circuit (contractor) for the purpose of setting forth the terms and conditions for the Juvenile Court Diversion (JCD) Program.
- 1.2 The goal of the JCD Program is to support juvenile courts that serve youth on a local level so that the youth may be afforded necessary services through their local courts to remain in the community rather than being exposed to a larger segment of the juvenile justice system.
- 1.3 The Department issues agreements for the JCD Program services under the authority of an Expenditure Registration System (ER172) issued to the Department by the Office of Administration.
- 1.4 The Department is authorized under section 219.041 RSMo, to administer an incentive subsidy program to assist local units of government in the development, implementation, and operation of community-based treatment programs for the care and treatment of children and youth.
- 1.5 The mission of the Missouri Department of Social Services is to "Empower Missourians to live safe, healthy, and productive lives." DYS is responsible for the care and treatment of youth committed to its custody by one of the forty-six (46) Missouri juvenile courts.
- 1.6 The term of the agreement shall be from Date of Award through June 30, 2023 with two (2) one-year renewal options.

## **2 General Performance Requirements**

- 2.1 The contractor shall provide services in accordance with the provisions and requirements stated herein. Services purchased by the Department shall consist only of those services described herein.
- 2.2 **Coordination**
  - 2.2.1 The contractor shall coordinate all contract activities with designated representatives of the Department.
  - 2.2.2 The contractor shall attend and otherwise participate in orientation, planning and other meetings with the Department, as required.
  - 2.2.3 In the course of providing the services required herein, the contractor shall collaborate with other agencies, resources and individuals as requested by the Department.
- 2.3 **Correspondence**
  - 2.3.1 Within five (5) business days of contract award, the contractor shall provide the Department with the name, address, electronic mail (e-mail) address, and telephone number of the contractor's representative servicing the contract.
  - 2.3.2 The Department will use e-mail to transmit contract documents and other correspondence to the contractor. The Department shall encrypt emails to the contractor that contain information confidential by law to protect such from unauthorized disclosure. The contractor shall ensure the timely review and response to e-mailed documents and information.
  - 2.3.3 The contractor shall encrypt any electronic correspondence containing information confidential by law.
- 2.4 **Contractor's Personnel**
  - 2.4.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), P.L. 104-208, 110 Stat. 3009, and INA Section 274A (8 U.S.C. §1324a).
    - a. If the contractor is found to be in violation of this requirement or the applicable 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 (25%) of the total amount due to the contractor.

- b. The contractor shall fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

2.4.2 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
- b. Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
- c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.5 **Subcontractors:** Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
- b. shall not henceforth be in such violation, and
- c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.6 **Affidavit of Work Authorization and Documentation:**

2.6.1 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=285.525&bid=14999&hl=>), 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 shall complete applicable portions of the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of exhibit and any required documentation must be submitted prior to an award of a contract.

2.7 **Debarment Certification:**

2.7.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.

2.7.2 The contractor must complete and submit the exhibit titled Certification Regarding Debarment prior to award of a contract.

## 2.8 **Contractor Registration with Secretary of State:**

2.8.1 The contractor must complete and submit the exhibit titled Registration of Business Name with the Missouri Secretary of State prior to award of contract.

## 2.9 **Anti-Discrimination Against Israel Act:**

2.9.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

2.9.2 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

2.9.3 If during the life of the contract, the contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

2.9.4 Regardless of company status or number of employees, the contractor must complete and submit the applicable portion of the exhibit titled Anti-Discrimination Against Israel Act Certification. Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to award of a contract.

## 2.10 **HIPAA**

2.10.1 The Department is subject to and must comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein.

2.10.2 The contractor shall be a "Business Associate" of the Department, as defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103, and shall comply with the provisions of the Business Associate Agreement attached hereto as Attachment A.

## 3 **Specific Performance Requirements**

3.1 The Department may designate an employee to act as the authorized representative for the purpose of entering into and administering contractual services between the Department and the contractor.

3.2 Services reimbursed with JCD Grant Funds shall be consistent with the evidence-based and promising-practices approach described in the Office of Juvenile Justice and Delinquency Prevention's (OJJDP's) Model Programs Guide (MPG) and shall contain projects within one or more of the following Focus Areas:

- a. School/education support programs, including day treatment services and other community based programs that provide educational and treatment services to youth keeping them productively involved in their local communities;
- b. Counseling/treatment services, including sex offender treatment and supervision services providing community-based sex-offense specific treatment groups, parent support groups and in-home therapy and supervision to pre-and post-adjudicated juvenile sex offenders;
- c. Family support/preservation, including family therapy and support services to assist youth in working through family issues and providing tools to resolve conflict;

- d. Supplemental court services/supervision/gang prevention, including community-based supervision of assigned youth during the evenings and weekends when youth are at the greatest risk to engage in unproductive and unlawful behavior, including the monitoring of assigned youth to ensure that they are complying with the conditions of their community placement and the provision of supportive services such as parent education, crisis intervention, mentoring and skill-building as needed; and including mentoring services by which volunteer mentors are recruited, trained, matched with troubled youth and supported in their work with them. Participating youth may be under either formal or informal supervision by the court during their time in the program;
- e. Restorative justice services by which juvenile offenders are held accountable and educated as to the far-reaching impact of their behaviors; or
- f. Private care diversion services designed for those youth who require structured residential services specialized in providing treatment for their complex needs. Under this program, youth are served in alternative living centers without committing them to the care and supervision of the Department.

3.3 The parties agree that funding transfers may be made between project areas with prior approval of the Department. Transfers between project areas shall not exceed ten (10) percent of the total funds approved unless written authorization is obtained from the Department.

3.4 The contractor agrees this agreement is contingent upon appropriated funds from the State of Missouri General Assembly for JCD programs, and that such amounts allocated to the contractor may be reduced during the contract period as deemed necessary by the Department.

### **3.5 Responsibilities of the Contractor**

3.5.1 Subject to the terms of this agreement, the Department will pay the contractor for actual and necessary costs incurred by the contractor for the implementation of the diversion program(s) described herein.

3.5.2 If this agreement calls for the operation of a physical plant, (i.e., detention facility, group home, emergency shelter care facility, or foster home), or provides for staff who operate a physical plant or purchase services from vendors operating a facility, the contractor shall use facilities licensed by the Missouri Department of Social Services, Children's Division, or obtain a license for the facility where such licensure is necessary.

3.5.3 For those projects where youth will be placed in contractual foster or residential care, the provider being utilized must have and maintain a license in good standing from the Department of Social Services, Children's Division. The contractor must have a written agreement in place with each contractual foster or residential care provider that requires the provider to notify the contractor within ten (10) calendar days of any change in the provider's licensing status. The contractor shall then notify the Department of any change in the provider's licensing status within ten (10) calendar days and shall arrange for alternative placement of the youth unless the Department provides an express written waiver.

3.5.4 If this agreement calls for the operation of a secure facility (i.e., provides for staff which operates a secure facility or provides funds for the purchase of the services of a secure facility), the contractor shall comply with the Office of Juvenile Justice and Delinquency Prevention guidelines for the detention of status offenders as well as provide for the sight and sound separation from adult offenders.

- a. For purposes of this agreement, a secure facility is described as a facility that is securely locked, fenced, or utilizes hardware designed to restrict the movement of the residents and protect public safety.

3.5.5 The contractor shall complete a new application when developing and implementing a new program. The Department must approve the application for client subsidy toward the cost of diversion programming.

3.5.6 In order to remain eligible for JCD funding, the contractor shall not reduce the present level of spending for juvenile correction programs, or if reductions of spending are necessary, the contractor shall provide written justification to the Department that such reductions would have been necessary regardless of JCD programs.

3.5.7 The contractor shall not supplant funds because of the implementation of the JCD Program.

- 3.5.8 The contractor must permit the Department or the Department's designee to visit and inspect each project funded by the JCD Program. The contractor must account for the monies, provide performance statistics, and make the books and records of the program open to the Department for inspection and monitoring upon request. Upon a written recommendation from the Department for needed changes or improvements in a funded project, the contractor shall make the necessary changes to the project. The contractor must allow the Department to monitor all functions of programs developed with JCD funds. Juvenile court staff must assist and cooperate with Department staff in monitoring programs and in determining if the program is operating according to the contractual agreement between both parties.
- 3.5.9 Background Checks: The contractor shall complete criminal background checks and child abuse and neglect background checks for the contractor's employees who provide direct services under this agreement prior to such personnel having contact with children being served under the JCD Program.
- a. If the contractor does not have a process in place at the signing of this agreement for completing a background check, the contractor must submit all required information to the Family Care Safety Registry on behalf of all of the contractor's employees assigned to perform services under this agreement. Information about the Family Care Safety Registry may be found online at <http://www.dhss.mo.gov/FCSR/>.
  - b. Background checks are the financial responsibility of the contractor.

#### **4 General Contractual Requirements**

##### **4.1 General:**

- 4.1.1 The contract shall consist of the original contract document and any subsequent amendments to the contract.
- 4.1.2 This contract shall be construed according to the laws of the State of Missouri. The contract governs the terms and conditions of the contracted services provided by the contractor. 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, such provision(s) 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 Department.
- a. The agreement will be read and enforced as though every provision of law and clause required by law to be inserted herein were included. If any such provision is not inserted, then upon the notification of either party the agreement will be amended to make such correction.
- 4.1.3 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.
- 4.1.4 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract.
- 4.1.5 The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 2 CFR Part 180) are not suspended or debarred from contracting with the federal government. In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.
- a. Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.
- 4.1.6 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.

4.1.7 As authorized under sections 432.230 and 432.255 RSMo, the use of electronic signatures shall be permitted for contract documents. Additionally, contract documents maintained in electronic format shall be considered the official, legal record and shall have the same force and effect, as would a paper document.

4.2 **Amendment, Renewal and Termination:**

4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.

4.2.2 Any change to the contract, whether by modification or supplementation, shall be accomplished by a formal, written contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract shall not be enforceable.

4.2.3 The Department shall have the right, at its sole option, to renew the contract by written notice to the contractor. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.

4.2.4 Either party, with or without cause, may terminate the contract by giving 60 calendar days advance written notice to the other party. The termination shall be effective 60 calendar days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its clients before the end of the 60 calendar day period, if applicable.

4.2.5 At its sole discretion, the Department may give the contractor an opportunity to cure the breach. The Department shall provide any opportunity to cure the breach to the contractor in writing.

4.2.6 The Department may terminate the contract for breach of contract by providing the contractor with written notice of termination.

a. The termination shall become effective on the date specified in the notice.

b. The Department shall not pay for services rendered or goods provided after the termination of the contract.

4.2.7 The Department shall deem any written notice to the contractor sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail (e-mail), or otherwise delivered to an authorized employee of the contractor or the contractor's address of record.

a. The contractor shall notify the Department within ten (10) business days of any change to the contractor's address of record or mailing address, or both.

4.2.8 In the event of termination all client records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor, as a direct requirement specified in the contract, shall become the property of the Department.

a. Upon termination of the contract, the contractor shall maintain, store, transfer, dispose and provide for the authorized release of all client records, documentation, data, reports, supplies, equipment and accomplishments developed by the contractor as a requirement of the contract, as directed by the Department. The contractor shall not destroy or dispose of any such records, documentation, data, reports, supplies, equipment and accomplishments without the prior, written permission of the Department.

b. Upon termination of the contract, the Department shall have access to all client records pertaining to the performance of the contract. As requested by the Department, the contractor shall make available to the Department all client records and documents prepared or developed as a result of the contract.

- 4.2.9 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility or the continuity of those services required under the terms of the contract to an individual or organization designated by the Department, if requested in writing. The contractor shall provide or perform any or all of the following responsibilities:
- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department or to the Department's designee within seven calendar (7) days after receipt of the written request.
  - b. If requested by the Department through a formal amendment to the contract, the contractor shall continue to provide any part or all of the services. The contractor shall provide the services in accordance with the terms and conditions, requirements and specifications of the contract. The contractor shall provide the services for a period not to exceed 30 calendar days after the expiration, termination or cancellation date of the contract. The contractor shall provide the services for a price not to exceed those prices set forth in the contract,
  - c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.

#### 4.3 **Subcontracting:**

- 4.3.1 The Department reserves the right to approve any subcontractor utilized by the contractor for the services/products required herein. The Department, at its sole discretion, may require such approval prior to the utilization of any subcontractor. In the event the Department requires prior approval to subcontract, the contractor shall provide notification of its intent to subcontract within the timeframe specified by the Department.
- 4.3.2 The utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services required herein.
- 4.3.3 Any subcontracts for the services/products described herein shall be in writing and shall include any and all provisions and contractual obligations, including all requirements of the contract's General Contractual Requirements, that are necessary to ensure the successful fulfillment of all obligations under the contract that are performed by a subcontractor.
- 4.3.4 Any subcontracts must ensure that the Department is indemnified, saved and, held harmless from and against all claims of damage, loss, and costs (including attorney fees and litigation expenses) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- 4.3.5 The contractor shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

#### 4.4 **Conflict of Interest:**

- 4.4.1 The contractor certifies that the contractor has no other contractual or other relationships, which create any actual, or appearance of conflict of interest. During the term of the contract, neither the contractor nor any of its employees shall acquire any other contractual relationships, which would create such a conflict.
- a. In the event the contractor becomes aware of any circumstances that may create a conflict of interest the contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.

- b. The contractor shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. The contractor shall submit such notification to the Department in writing within seven (7) business days after the contractor discovers a conflict or appearance of a conflict.
- c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:
  - 1) Exercising any or all of the Department's rights and remedies under the contract, up to and including terminating the contract with or without cause;
  - 2) Directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or
  - 3) Taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. No person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

4.4.3 The contractor certifies that:

- a. No State of Missouri employee assisted the contractor in obtaining this contract or will participate in the performance of this contract if such involvement constitutes a conflict of interest;
- b. No State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and
- c. Before any State of Missouri employee may be involved in the performance of this contract written approval shall be obtained from the Director of the Department.

4.4.4 In the event the contractor is a not-for-profit agency, contractor board members must abstain from voting on any funding proposal relating to this contract, in which they have administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.

4.4.5 No monies provided by the Department under this contract shall be used to promote or further nepotism.

4.4.6 The contractor shall not represent itself, its employees, or its subcontractor's, as employees of the Department or the State of Missouri.

#### 4.5 **Business Compliance:**

4.5.1 The contractor must comply with applicable laws regarding conducting business in the State of Missouri and certifies by signing this contract that it and any subcontractors are presently, and will remain, in compliance with such laws.

4.5.2 The contractor shall have and maintain current and in good standing, all licenses and certifications that are required by law, rule or regulation for the duration of the contract.

- a. The contractor shall notify the Department if the contractor's license(s) or certification(s), or both have or may be terminated, revoked, modified or qualified within seven (7) business days.



- b. The contractor shall notify the Department, within seven (7) business days, if the contractor becomes aware that the contractor or its agents, officers or employees are under any investigation. Under investigation shall mean by law enforcement, governmental agency, or other entity with authority to investigate, revoke, suspend or take action against any license or certification that the contractor, its agents employees or officers, may have to conduct business.
- 4.5.3 If required by state law, the contractor shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.
- 4.5.4 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.
- 4.6 **Personnel and Staffing:**
- 4.6.1 The contractor shall comply with the Fair Labor Standard Act, Equal Employment Opportunity Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and shall insert the foregoing provision in all subcontracts awarded.
- 4.6.2 The contract is predicated, in part, on the utilization of the specific resources, individuals and personnel qualifications as identified and described in the contractor's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the contractor shall only utilize personnel and individuals in the performance of this contract who meet specific qualifications required for services to be provided.
- a. No substitution of personnel shall be made by the contractor without written approval of the Department and such substitutions made pursuant to this paragraph shall be equal to or better than those originally proposed, offered, identified or required.
- 4.6.3 The contractor shall only utilize personnel including those of any subcontractor(s), who 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 shall provide documentation of such licensure or certification upon request.
- 4.7 **Human Rights:**
- 4.7.1 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, including, but not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000e, as amended) 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, as amended, which prohibits, unless otherwise provided by law, discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
  - c. 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;
  - d. 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;
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;

- f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
  - g. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
  - h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
  - i. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
  - j. Missouri Governor's E.O. #15-06; and
  - k. The requirements of any other federal and state nondiscrimination statutes, regulations and executive orders that may apply to the services provided under the contract.
- 4.7.2 If the contractor uses any funds of this contract in a subcontract, then the contractor shall require such a subcontractor to comply with the applicable human rights clauses above.
- 4.7.3 Disclosure of information, by either party to the contract, concerning a client for any purpose not directly related to the performance of this contract is prohibited except as specified by applicable state and federal laws and regulations.
- 4.7.4 The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the contractor.
- 4.8 **Financial Requirements:**
- 4.8.1 The Department shall determine the availability of funding for this contract. The Department determination shall be final and without recourse by the contractor.
- 4.8.2 Funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.
- a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
  - b. In the event funds are not appropriated or available for the contract, the Department shall provide prompt notification to the contractor.
  - c. In the event funding for the contract becomes unavailable or interrupted, the contractor shall, upon written notification from the Department, suspend work activities and incur no further costs under the contract, until such time as the Department notifies the contractor, in writing, that funding has been restored and work activities may resume.
  - d. In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
  - e. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.
- 4.8.3 The Department shall make payments due under the terms of the contract upon receipt and approval of a properly itemized invoice, as set forth herein.
- a. The contractor shall submit invoices in accordance with the requirements stated in the contract and no later than the time period specified in § 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.

b. The contractor shall not invoice federal or state tax.

4.9 **Contractor Liability:**

4.9.1 The contractor shall be responsible for any and all personal injury, including death, or property damage as a result of the contractor's actions, or inactions, including but not limited to, misconduct, negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract.

a. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor shall pay, indemnify, save and hold harmless the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.

4.9.2 The contractor shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional 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.

4.10 **Insurance:**

4.10.1 The Department shall not be required to save and hold harmless and indemnify the contractor, its employees, agents or subcontractors 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 shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the public against any loss, damage and expense related to the contractor's performance under the contract.

4.10.2 The contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.

4.10.3 If the contract involves the performance of medical services of any type, the contractor shall maintain adequate liability insurance to cover all medical services rendered.

4.10.4 The contractor shall submit proof of insurance coverage to the Department as requested. Proof of insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. The contractor may use proof of self-insurance coverage or another alternative risk financing mechanism if such coverage is verifiable and irrevocably reliable.

4.11 **Recordkeeping and Reporting Requirements:**

4.11.1 The contractor shall submit itemized reports, records and information at the request of the Department.

4.11.2 The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall include the following, as applicable:

- a. the specific number and type of service units provided;
- b. itemized revenues and expenditures related to the performance of the contract;
- c. the number and type of clients served;
- d. detailed documentation of services provided to each client, included progress notes;

- e. any and all records necessary for performing a full audit of the contractor's performance under the contract; and
- f. other relevant records.

- 4.11.3 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under this contract. The contractor shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The contractor shall immediately notify the Department of any cash flow issues where the contractor's obligations required under this agreement would be in jeopardy.
- 4.11.4 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises or records, or both, which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.
- 4.11.5 The contractor shall promptly provide the Department with access to Department clients and records of the Department clients without limitation.
- a. The contractor shall promptly produce all e-mails and correspondence related to Department clients, as requested by the Department.
- 4.11.6 The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five year (5) limitation and have not been resolved. All records shall be retained until all audit questions or legal actions, or both have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.
- 4.11.7 The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address of record, Executive Director, or change in ownership or control of the contractor's organization.
- 4.11.8 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 shall notify the Department immediately. Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel or affirm the contract and hold the contractor responsible for damages, to the extent authorized by law.
- 4.12 **Confidentiality:**
- 4.12.1 All discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential, to the extent required by law.
- 4.12.2 The contractor shall release no reports, documentation or material prepared pursuant to the contract to the public without the prior written consent of the Department, unless such disclosure is required by law.
- 4.12.3 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 4.12.4 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the contract. Such safeguards shall include, but not be limited to:

- a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
- b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
- c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;
- d. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
- e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

4.12.5 Substance Abuse Records- 42 U.S.C. §§290dd-2 and 42 C.F.R. Part 2.1 governs the confidentiality of substance abuse records and provides for specific mechanisms to obtain such records and the information therein. Any records and information that may be maintained by the Department or contractor concerning confidential drug or alcohol treatment or for any medical, psychological, or psychiatric treatment would be released by the consent of the recipient of the treatment. Those releases do not permit the Department/contractor to further release that information without the consent of the patient unless authorized by court order entered pursuant to procedures set out at 42 C.F.R. §2.61 et seq.

#### 4.13 **Property of State:**

4.13.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri.

- a. Upon expiration, termination, or cancellation of the contract, all such items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the Department.

4.13.2 Any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required herein, but not required, as a specific deliverable of the contract, shall remain the property of the contractor. The contractor shall be responsible for ensuring that such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

4.13.3 In the event any copyrighted material is developed as a result of the contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish, use, and authorize other to use, the work/materials for Department and State of Missouri purposes.

#### 4.14 **Notification Requirements:**

4.14.1 The contractor shall notify the Department within one (1) business day of the death of a Department client receiving services under the contract.

4.14.2 The contractor shall notify the Department and make the required hotline report within one (1) business day, when there are allegations of physical abuse, sexual abuse, verbal abuse or neglect of a client.

4.14.3 In the event the conduct of a client is jeopardizing the safety of him/herself or others in the community, the contractor shall immediately notify the Department. If an immediate response is needed to ensure the health and safety of the client or others, the contractor shall also notify local law enforcement officials.

- 4.14.4 The contractor shall notify the Department within one (1) business day, in writing, if the contractor becomes aware of any circumstances that may render the contractor unable to perform any of its obligations under the contract.
- a. The Department shall have the right, at any time, to require the contractor to provide written assurances that it can meet its obligations under the contract and to provide satisfactory documentation to support its assurances. If the contractor is unable to provide adequate assurances that it will be able to perform its obligations under this contract, the Department shall have the right to exercise any of its remedies under this contract or under law.
- 4.15 **Miscellaneous:**
- 4.15.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.15.2 The contractor shall only perform the specific, professional services set forth in the contract. The contractor shall provide all services in a manner consistent with generally accepted practices in the applicable professional field.
- 4.15.3 The contractor shall only utilize such testing, techniques and procedures as are necessary to accomplish the specified service(s).
- 4.15.4 The contractor shall not utilize any data, information or conclusions obtained directly or indirectly from work performed under the contract for any other purpose, including, but not limited to research, marketing or commercial purposes without the:
- a. Prior, written consent of the Department;
  - b. Full, written, prior, informed consent of the individuals involved, or their legal guardian or legal custodian; and
  - c. Permission of the court, when applicable, in cases where the subject is a juvenile under the jurisdiction of a court of competent jurisdiction.
- 4.15.5 The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
- 4.15.6 The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
- 4.15.7 The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.
- 4.15.8 The contractor shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor shall make documentation of such compliance and any such license immediately available upon request by the Department.
- 4.16 **Contract Monitoring/Compliance**
- 4.16.1 The Department has the right to monitor the contract throughout the effective period of the contract to ensure compliance with contractual requirements. Additionally, the Department reserves the right to audit all records related to the contractor's performance under the contract for a period of five (5) years from the expiration date of the contract.

- a. The contractor shall cooperate with any Department review of records and other documentation related to the contractor's performance under the contract.

4.16.2 In the event the Department determines the contractor to be non-compliant, or at risk for non-compliance with contractual requirements, the Department shall have the right to impose special conditions or restrictions on the contractor to bring the contractor into compliance or to mitigate the risk of non-compliance.

- a. The Department shall provide written notification to the contractor of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions to be imposed by the Department.
- b. Special conditions or restrictions may include, but are not limited to:
  - 1) Requiring the contractor to obtain additional technical assistance;
  - 2) Requiring additional levels of prior approval from the Department for contract activities;
  - 3) Requiring additional or more detailed financial reports and other documentation;
  - 4) Additional, ongoing contract monitoring/oversight by the Department;
  - 5) Requiring the submission and implementation of a corrective action plan; or
  - 6) A combination of special conditions or restrictions.

4.16.3 In the event the Department requires the contractor to submit and implement a corrective action plan, the Department shall provide written notification to the contractor, identifying the specific performance or other contractual requirements that are not being met and the expected corrective resolution.

- a. The contractor shall submit a written corrective action plan to the Department within the timeframes specified in the Department notification.
- b. The corrective action plan must include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such, the person(s) responsible for the necessary action, the improvement that is expected, a description of how progress will be measured and a description of the actions the contractor shall take to prevent the situation from recurring.
- c. The Department will notify the contractor in writing if the corrective action plan is approved or if modifications are required.
  - 1) In the event the Department requires changes to the corrective action plan, the contractor shall submit a revised corrective action plan within five (5) business days of receipt of the Department's notification that changes are required.
- d. Failure of the contractor to improve performance within the timeframes required in the approved corrective action plan may result in termination of the contract and other remedies available to the Department.

## **5 Payments to the Contractor**

5.1 The contractor shall be reimbursed for actual, allowable costs incurred for services and activities provided pursuant to the contract, in accordance with Attachment B, Approved Budget.

5.2 No other payments or reimbursements shall be made to the contractor other than those specified herein.

5.3 Invoicing:

- 5.3.1 The contractor shall invoice the Department for actual and necessary costs incurred by the contractor in delivering project services during the invoice period. Total annual expenditures shall not exceed the amount on Attachment B, Approved Budget.
- a. The contractor will be reimbursed for services by submitting invoices on a monthly basis to the Department. Invoices submitted shall contain the name of the contractor, the itemization of actual expenditure incurred, and the calculation of that itemization. The invoice shall be accompanied by documented verification of the qualifying expenditure, i.e. copies of invoices. If invoice for other qualifying expenditures are not received, such as payroll and benefits, the contractor shall submit vouchers, warrant requests or other documentation the contractor's accounting system requires for authorization for payment. Payment to the contractor shall be made in arrears on receipt of a properly itemized invoice with supporting documentation and after a determination has been made by the Department that such expenditure was appropriate under the terms of the agreement.
  - b. The contractor may invoice for services provided beginning July 1, 2022.
  - c. The invoice must contain an original signature by the contractor's duly authorized representative and be submitted electronically to the Department at [dysfiscal@dss.mo.gov](mailto:dysfiscal@dss.mo.gov), unless hard copy submission is agreed upon in writing by the Department. If hard copy submittal is approved, the contractor shall submit the hard copy invoice to:  

Department of Social Services  
Division of Youth Services  
Fiscal Unit  
P.O. Box 447  
Jefferson City, MO 65102
  - d. Invoices must be submitted monthly and no later than the 15<sup>th</sup> of the following month. The June invoice should be submitted to the Department no later than the 15<sup>th</sup> of June each year so payment can still be processed from that fiscal year's funds.
- 5.3.2 Each invoice shall have a unique identifier as an invoice number. Invoice numbers must not be duplicated in the same fiscal year.
- 5.3.3 By submitting the invoice, the contractor certifies that the expenses are true, accurate, and in accordance with the agreement pricing. All costs shall be supported by properly propagated and executed payrolls, time records, invoices, agreements, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payroll, and accounting documents pertaining in whole or in part to the agreement shall be clearly identified and readily accessible if called upon.
- 5.3.4 Unit prices must be linked to tangible deliverables which are classified according to the program activities.
- 5.3.5 After receipt and approval of a valid invoice, the contractor shall receive payment for the actual services delivered and the actual expenses incurred during each monthly billing period. All payments shall be based on the applicable guaranteed not-to-exceed annual total price.
- 5.3.6 The contractor shall accept payment within the timeframes required by the State of Missouri for processing invoices.
- 5.4 Notwithstanding any other payment provision of the agreement, failure of the contractor to submit required reports when due, or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under the agreement unless such failure arises out of causes beyond the control, and without the fault or negligence, of the contractor.
- 5.5 **Verification of Expenditures**
- 5.5.1 Receipt of payments by the contractor does not constitute earning of these funds and is subject to verification provisions stated herein.
- 5.5.2 The Department shall have the right to recover from the contractor all funds for which the contractor does not maintain adequate verification and full documentation of expenditures.



- a. Adequate verification and full documentation shall be defined as maintaining records in such a manner that an orderly examination by a reasonable person:
    - 1) is possible;
    - 2) can be conducted without the use of information extrinsic to the records;
    - 3) can readily determine whether the goods or services were in fact provided, and
    - 4) can readily determine whether the goods or services were provided in accordance with the terms of this agreement and applicable federal and state regulations.
- 5.5.3 The contractor shall produce and make available all records necessary for adequate verification.
- 5.6 The Department, at its sole discretion, may:
- a. audit all invoices, in a manner determined by the Department;
  - b. reject any invoice for good cause;
  - c. make invoice corrections or changes with appropriate notification to the contractor;
  - d. deduct from an invoice any overpayment made by the Department; and
  - e. recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.
- 5.7 Failure of the contractor to submit required reports when due, may result in withholding or rejection of payment under the contract. The Department shall reject payment due to the contractor's failure to perform or deliver the required work or services.
- 5.8 In the event of non-compliance with contractual or performance requirements, the Department, at its sole discretion, may:
- a. require repayment for all or part of the goods or services in non-compliance;
  - b. withhold payments pending correction of the compliance deficiency by the contractor; or
  - c. withhold further payments for goods or services.
- 5.9 The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. 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>.

## Attachment A – Business Associate Agreement

(rev 08-29-13)

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

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the Department. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”
2. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
  - a. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
  - b. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
  - c. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
  - d. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.
  - e. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
  - f. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
  - g. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - h. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
  - i. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
  - j. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
    - 1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
    - 2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer.
  - k. “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
  - l. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
  - m. “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.
4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**
  - 6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.
  - 6.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
  - 6.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
  - 6.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
  - 6.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
  - 6.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).
  - 6.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.
  - 6.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.
7. **Obligations and Activities of the Contractor**
  - 7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
  - 7.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
    - a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
    - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
    - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
    - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
    - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

- 7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.
- 7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- 7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

- 7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
  - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
  - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
  - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
  - e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- 7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
- 7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.
8. **Obligations of the Department**
- 8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- 8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- 8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant

to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.

10. **Breach of Contract:** In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

**Attachment B**

**DIVISION OF YOUTH SERVICES**  
JUVENILE COURT DIVERSION  
YOUTH, FAMILY AND COMMUNITY SUPPORT GRANT

**APPROVED BUDGET**

State Fiscal Year: 

|      |
|------|
| 2023 |
|------|

Judicial Circuit #: 

|      |
|------|
| 16th |
|------|

Contract Number: 

|        |       |
|--------|-------|
| ER172- | 23012 |
|--------|-------|

|    | Project Title                                        | Current Budget       | Approved Budget      |
|----|------------------------------------------------------|----------------------|----------------------|
| #1 | Artist in Residence (General Revenue)                | \$ 25,000.00         | \$ -                 |
| #2 | Expressive Arts and Self-Care (General Revenue)      | \$ -                 | \$ 32,529.00         |
| #3 | Day Reporting (Gaming)                               | \$ 4,000.00          | \$ 14,000.00         |
| #4 | CORPS (Gaming)                                       | \$ 28,000.00         | \$ 28,042.00         |
| #5 | Recreational Programs and Services (General Revenue) | \$ 20,000.00         | \$ -                 |
| #6 | Educational Consulting Services (Gaming)             | \$ 64,000.00         | \$ 58,350.00         |
|    | Emerging Adults Justice Program (General Revenue)    | \$ 72,481.00         | \$ 19,200.00         |
| #7 | Emerging Adults Justice Program (Gaming)             | \$ 42,078.00         | \$ 43,437.00         |
|    | <b>TOTAL FUNDS APPROVED</b>                          | <b>\$ 255,559.00</b> | <b>\$ 195,558.00</b> |

## Exhibit # 1

### **Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**

#### **Business Entity Certification:**

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

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

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

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

#### **BOX A – Currently Not a Business Entity**

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

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

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

\_\_\_\_\_  
Authorized Representative's Name  
(Please Print)

\_\_\_\_\_  
*Authorized Representative's Signature*

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

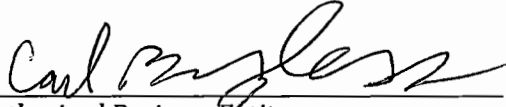


**Exhibit # 1:** (continued)

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

**Box B – Current Business Entity Status**

I certify that 16th Circuit Court - Jackson County Family Court (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

|                                                                                        |                                                                                                                                                    |
|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Carl Bayless</u><br>Authorized Business Entity Representative's Name (Please Print) | <u></u><br>Authorized Business Entity Representative's Signature |
| <u>16th Circuit Court - Jackson County Family Court</u><br>Business Entity Name        | <u>8/19/2022</u><br>Date                                                                                                                           |
| <u>carl.bayless@courts.mo.gov</u><br>E-Mail Address                                    |                                                                                                                                                    |

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

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

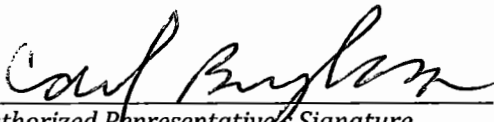
**Exhibit # 1:** (continued)

**Affidavit of Work Authorization**

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

Comes now Carl Bayless (Name of Business Entity Authorized Representative) as Grant Coordinator (Position/Title) first being duly sworn on my oath, affirm 16th Circuit Court-Jackson County Family Court (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 6th Circuit Court-Jackson County Family Court (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.

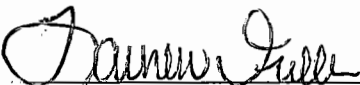
***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)***

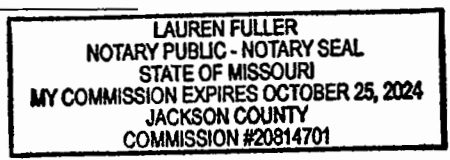
 Carl Bayless  
Authorized Representative's Signature Printed Name

Grant Coordinator 08/19/2022  
Title Date

Carl.bayless@courts.mo.gov 258197  
E-Mail Address E-Verify Company ID Number

Subscribed and sworn to before me this 19<sup>th</sup> of August, 2022. I am commissioned as a notary public commissioned as a notary public within the County of Jackson, State of MO and my commission expires on 10.25.2024.  
(DAY) (MONTH, YEAR) (NAME OF COUNTY) (NAME OF STATE) (DATE)

 8.19.2022  
Signature of Notary Date



Company ID Number: 258197

Approved by:

|                                                                      |                    |
|----------------------------------------------------------------------|--------------------|
| <b>Employer</b><br>16th Judicial Circuit Court of Jackson County, MO |                    |
| Name (Please Type or Print)<br>Darla M Schreler                      | Title              |
| Signature<br>Electronically Signed                                   | Date<br>09/28/2009 |
| <b>Department of Homeland Security – Verification Division</b>       |                    |
| Name (Please Type or Print)<br>USCIS Verification Division           | Title              |
| Signature<br>Electronically Signed                                   | Date<br>09/28/2009 |

**Exhibit # 1:** (continued)

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

**BOX C – Affidavit on File - Current Business Entity Status**

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

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

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

\_\_\_\_\_

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

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Business Entity Representative’s Name  
(Please Print)

\_\_\_\_\_  
*Authorized Business Entity  
Representative’s Signature*

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**Exhibit # 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by 2 CFR Part 180.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

16th Circuit Court - Jackson County Family Court  
Company Name

DKBSZKQR6ZV1  
Unique Entity ID (UEI) #

Carl Bayless  
Authorized Representative's Printed Name

Grant Coordinator  
Authorized Representative's Title

  
Authorized Representative's Signature

8/19/2022  
Date

**Instructions for Certification**

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension or debarment, or both.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension or debarment, or both.

**FOR STATE USE ONLY Documentation Verification Completed By:**

Buyer

Date

An official website of the United States government  
[Here's how you know](#)



You have 2 new alerts  
[Show / Hide Alerts](#)



## CIRCUIT COURT DIVISION



This entity record has been validated as unique and existing, but is not registered in SAM.

Physical Address  
415 E 12TH ST  
KANSAS CITY, MISSOURI, 64106-2706  
USA

Unique Entity ID  
DKBSZKQR6ZV1

### Version

Current Record



Feedback

[Our Website](#)

[Our Partners](#)

[Policies](#)

[Customer Service](#)



General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

An official website of the United States government  
Here's how you know



You have 2 new alerts

[Show / Hide Alerts](#)



[Download](#)  [Follow](#)

|                                |
|--------------------------------|
| Entity Registration            |
| <b>Exclusions</b>              |
| Active Exclusions              |
| Inactive Exclusions            |
| Responsibility / Qualification |

## JUDICIARY COURTS OF THE STATE OF MISSOURI

Unique Entity ID

**KGM7N3GEELN7**

CAGE/NCAGE

**5AU57**

*Registration Status*

*Expiration Date*

Active Registration

Feb 3, 2023

Purpose of Registration

**Federal Assistance Awards Only**

Physical Address

**200 N Main ST  
Charleston, Missouri  
63834-1635, United States**

Mailing Address

**P.O. Box 256  
Benton, Missouri  
63736, United States**

## Version

Current Record

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

## ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.

## INACTIVE EXCLUSIONS

There are no inactive exclusion records associated to this entity by its Unique Entity ID.



**Feedback**

**Our Website**

**Our Partners**

**Policies**

**Customer Service**



**General Services Administration**

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing



**EXHIBIT # 3:**

**Registration of Business Name (if applicable) with the Missouri Secretary of State:**

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, identify the specific section of 351.572, RSMo, which supports the exemption.

If you are doing business as a Sole Proprietorship (must operate business using the owner's true name), you are exempt from registering with the Secretary of State. However, if you are doing business using any other name, you must register with the Secretary of State. *Example: John Smith (owner's true name) operates a business using the name John Smith LP Gas, you must register the business with the Secretary of State.*

|                                                                                                                                       |                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
|                                                                                                                                       | 16th Circuit Court - Jackson County Family Court |
| <b>Charter Number (if applicable)</b>                                                                                                 | <b>Company Name</b>                              |
| If exempt from registering with the Missouri Secretary of State indicate the specific exemption that applies to your business entity. |                                                  |
| Local Government Entity                                                                                                               |                                                  |

If your business entity is not registered, you may go to the link provided below to register:

[www.sos.mo.gov/fileonline](http://www.sos.mo.gov/fileonline)

If you believe your business entity is exempt from registering with the Secretary of State due to one of the specific exemptions contained in the Missouri Revised Statutes, please indicate in your response the specific exemption that applies to your business entity.

Below are the exemption sections of the Missouri Revised Statutes for the most popular business entity types:

1. Sole Proprietorship using the owner's true name.
2. General Business - section 351.572, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>
3. Limited Liability Company - section 347.163.5, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=347.163&bid=18500&hl=>
4. Limited Partnership - section 359.551.5, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=359.551&bid=19476&hl=>
5. Non-Profit - section 355.751.2, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=355.751&bid=19289&hl=>
6. Professional Corporation - section 356.231, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=356.231&bid=19340&hl=>

Note: Limited Liability Partnerships have no exemptions.

For questions regarding registration, contact the Missouri Secretary of State at:

[corporations@sos.mo.gov](mailto:corporations@sos.mo.gov) or (573) 751-4153 (toll free 866-223-6535)

**EXHIBIT # 4**  
**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

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

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

Section 34.600, RSMo, defines the following terms:

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

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

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

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

**EXHIBIT # 4, continued**

**BOX A - NON-COMPANY ENTITY**

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

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Date

**BOX B - COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES**

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

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**BOX C - COMPANY ENTITY WITH TEN OR MORE EMPLOYEES**

I certify that 16th Circuit Court (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Carl Bayless

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

*Carl Bayless*

\_\_\_\_\_  
Authorized Representative's Signature

16th Circuit Court - Jackson County Family Court

\_\_\_\_\_  
Company Name

8/19/2022

\_\_\_\_\_  
Date