

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Program Agreement with the Missouri Department of Health and Senior Services for a summer food service program, at no cost to the County.

RESOLUTION NO. 19836, April 23, 2018

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Environmental Health Division of the Public Works Department desires to participate in summer food service program sponsored by the Missouri Department of Health and Senior Services and the U.S. Department of Agriculture, to provide free nutritional meals for children in eastern Jackson County; and,

WHEREAS, under the agreement, the County will be reimbursed for site inspections for the summer food service program; and,

WHEREAS, the attached Program Agreement sets out the rights and obligations of each party participating in the program; and,

WHEREAS, execution of the attached agreement with the Missouri Department of Health and Senior Services is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Summer Food

Service Program Inspections Participation Agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19836 of April 23, 2018, was duly passed on April 23, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

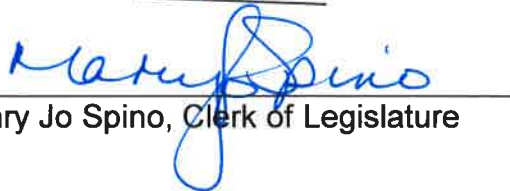
Nays 0

Abstaining 0

Absent 0

Excused 1

4/23/18
Date



Mary Jo Spino, Clerk of Legislature



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
SUMMER FOOD SERVICE PROGRAM
INSPECTIONS PARTICIPATION AGREEMENT

CONTRACT NO. ERS219-1846I	VENDOR NO. 44600052414
FUNDING SOURCE	
STATE 0%	FEDERAL 100%

CONTRACT START DATE May 15, 2018	CONTRACT END DATE September 15, 2018	RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	SUBJECT TO SINGLE AUDIT REQUIREMENTS YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
FEDERAL AGENCY NAME Department of Agriculture/ Food and Nutrition Service	FEDERAL AWARD YEAR 2018	CFDA NO. 10.559	CFDA TITLE Summer Food Service Program for Children
FEDERAL AWARD NO. 3MO300305-2018		FEDERAL AWARD NAME Child Nutrition	

1. This Agreement is entered into by and between the State of Missouri, Department of Health and Senior Services (hereinafter referred to as the Department) and the below named Provider, for the purpose of conducting food safety inspections and enforcing expeditious correction of priority violations in food preparation and service at Summer Food Service Program (SFSP) meal production and meal service sites.
2. This Agreement shall consist of: (1) this form, (2) Attachment A - Certification, (3) Exhibit 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, (4) the Terms and Conditions, the latter three of which are attached hereto and incorporated by reference as if fully set forth herein.
3. To the extent that this Agreement involves the use, in whole or in part, federal funds, the signature of the Provider's authorized representative on this Agreement signature page indicates compliance with the Certifications contained in Attachment A.
4. **Training:**
 - 4.1 The Department will provide regional training in each District prior to the start of the SFSP. The training will present the Agreement and its deliverables, inspection requirements and reimbursement requirements.
 - 4.2 The Provider shall ensure that their staff responsible for conducting inspections attend one of the training opportunities.
5. **SFSP Site Listing:**
 - 5.1 The Bureau of Environmental Health Services (BEHS) will issue SFSP Initial Notifications for all sites that require an inspection. The Provider may not be reimbursed for inspections completed without a SFSP Initial Notification.
 - 5.2 BEHS will notify the Provider with SFSP Update Notifications when there are changes to site inspection information.
 - 5.3 The Provider may continue to check the SFSP Site Listings online and contact BEHS about any questions. The Provider can obtain a copy of the SFSP Site Listing at:
<http://health.mo.gov/living/wellness/nutrition/foodprograms/sfsp/>
6. **Inspection Sites:**
 - 6.1 The Provider shall perform sanitation and food safety inspections at all SFSP sites and associated food service management companies, including schools that prepare food for off-site service locations, as designated by the Department.
 - 6.2 The Provider shall not perform sanitation and food safety inspections at schools that sponsor SFSP sites, unless the personnel preparing the food is different from those preparing food during the school year. Provider must obtain written approval from BEHS prior to conducting an inspection at a school when no SFSP Initial Notification is received.
 - 6.3 The Department will not reimburse the Provider for inspections conducted that do not match the date, day of the



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week, or time on the SFSP Site Listing. Provider must obtain written approval from BEHS prior to conducting an inspection that deviates from the SFSP Site Listing.

6. **Inspection Requirements:**

6.1 The Provider shall conduct sanitation and food safety inspections as outlined in Section 2.0 Food Safety, subsections: 2.1 through 2.3, of the Environmental Health Operational Guidelines (EHOG), available at: <http://health.mo.gov/atoz/ehog/index.php>;

7.2 The Provider shall conduct sanitation and food safety inspections that comply as follows:

7.2.1 Within the first half of each SFSP site's dates of operation, as listed in the SFSP Site Listing;

7.2.2 The start time of the inspection, for a central kitchen site or a self-prep site must be within 1 hour prior to service or during service hours;

7.2.3 The start time of the inspection for a vended site must not exceed 30 minutes prior to the start of service;

7.2.4 The inspection of central kitchens and self-prep sites must be a minimum of 30 minutes and there is no minimum time requirement for service sites.

7. **Inspection Reports:**

7.1 The Provider shall use the Inspection Report Form E6.39, provided by the Department for inspections, follow-up inspections, and attempted inspections. The Provider must submit a completed Inspection Report Form and SFSP Initial Notification or most recent SFSP Update Notification to the Department within two (2) weeks following the date of inspection.

7.1.1 The Provider shall complete the Inspection Report.

7.1.2 The Provider shall enter the inspection date, "Time In", and "Time Out" on form.

7.1.3 **A completed report includes information provided in all fields on the form, the evaluation of all food safety measures, the review of any Time as a Public Health Control plans and records, including the time and temperature when food arrived at the site and explanation of approval when food is out of temperature, and shall list the menu items and the temperatures of these foods; incomplete inspection reports may not be payable.**

8.2 The Provider can obtain the Inspection Report Form at: <http://health.mo.gov/warehouse>.

8. **Follow-up Inspections:**

8.1 The Provider shall conduct follow-up inspections, to verify correction of priority violations that were not corrected during the initial inspection. The Provider must submit a completed Inspection Report Form and SFSP Initial Notification or most recent SFSP Update Notification to the Department within two (2) weeks following the date of inspection.

9.2 The Provider shall conduct the follow-up inspections according to the EHOG or to the local public health agency's written plan.

9.3 The Department will reimburse Providers for follow-up inspections, provided they meet the criteria within this Agreement.



9. **Attempted Inspections:**

- 9.1 If the Provider attempts to inspect facilities or service sites that are either no longer operating or have changed their hours of operation. The Provider must submit to the Department within two (2) weeks following the date of attempted inspection:
 - 10.1.1 A Sanitation Observation Form E6.07, in which the Provider must clearly note the date and time of the site visit; or
 - 10.2.2 An Inspection Report form completed with the information readily available to the inspector; and
 - 10.2.3 A copy of the applicable SFSP Initial Notification or most recent SFSP Update Notification.
- 10.2 The Provider can obtain the Inspection Report form and/or Sanitation Observation Form E6.07 at: <http://health.mo.gov/warehouse>.

10. **Approval of Inspections/Submission of Forms:**

- 10.1 For initial inspections, the Provider must submit the complete and legible Inspection Report for each SFSP site within two (2) weeks following the date of inspection.
- 10.2 For follow-up inspections, the Provider must submit the complete and legible Inspection Report for each SFSP site within two (2) weeks following the date of inspection.
- 10.3 For attempted inspections, the Provider must submit the complete and legible Sanitation Observation Form or Inspection Report form for each SFSP site within two (2) weeks following the date of inspection.
- 11.4 For all inspections, the Provider must submit the SFSP Initial Notification or most recent SFSP Update Notification for each SFSP site inspected or attempted inspection.
- 11.5 If the inspections and forms do not comply with the requirements set out in this Agreement, the Department will not approve the inspections for reimbursement.
- 11.6 The Provider shall remit all forms to:
 - Department of Health and Senior Services
 - Bureau of Environmental Health Services
 - Attention: SFSP Inspections
 - 930 Wildwood Drive
 - P.O. Box 570
 - Jefferson City, MO 65102

11. **Reimbursement Requirements:**

- 11.1 The Department will not reimburse the Provider for more than **16** initial inspection(s) if the Provider does not obtain prior written approval from the Bureau of Environmental Health Services, Department of Health and Senior Services via email to BEHS.SUMMERFOOD@health.mo.gov.
- 11.2 The Department will not reimburse the Provider for any inspections or attempted inspections:
 - 12.2.1 If the Provider fails to submit the Inspection Report Forms or the Sanitation Observation Form E6.07 by the deadline set out in paragraph 11; or



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12.2.2 If either the Provider's Inspection Report Form or the Sanitation Observation Form E6.07 do not meet the criteria for approval by the Department set out in this Agreement.

12.3 Initial Inspections:

12.3.1 Central Kitchens and Self-Prep Sites:

- a. The Department will reimburse the Provider at a fixed rate of **\$125** for each approved initial inspection conducted for central kitchens and self-prep sites that the Provider conducts within the first half of the site's operation dates.
- b. The Department will reimburse the Provider at a fixed rate of **\$75** for each approved initial inspection conducted for central kitchens and self-prep sites that the Provider conducts after the first half of the site's operation dates but before the last date(s) of the site's operation.

12.3.2 Vended Sites:

- a. The Department will reimburse the Provider at a fixed rate of **\$80** for each approved initial inspection conducted for vended sites that the Provider conducts within the first half of the site's operation dates.
- b. The Department will reimburse the Provider at a fixed rate of **\$50** for each approved initial inspection conducted for vended sites that the Provider conducts after the first half of the site's operation dates but before the last date(s) of the site's operation

45.4 Follow-up inspections:

12.4.1 The Department will reimburse the Provider at a fixed rate of **\$60** for each approved follow-up inspection conducted for central kitchens and self-prep site that the Provider conducts.

12.4.2 The Department will reimburse the Provider at a fixed rate of **\$40** for each approved follow-up inspection conducted for vended sites that the Provider conducts.

12.5 Attempted Inspections:

12.5.1 The Department will reimburse the Provider at a fixed rate of **\$30** for each approved attempted inspection the provider conducts.

12.5.2 The Department will not reimburse the Provider for more than two attempted inspections per facility.

12.6 Providers that agree to conduct inspections outside their agency's normal jurisdiction will be reimbursed an additional **\$15** per inspection conducted. Inspections conducted outside the Provider's jurisdiction will apply toward the limit on the total number of inspections the Provider can conduct set out in 12.1, above.

46. Invoices:

13.1 The Provider shall submit a single invoice for all work performed and reported during the contract period by October 15, 2018.

13.1.1 The Provider may not submit more than one invoice, or submit an invoice later than October 15, 2018, unless the Provider obtained prior written approval from the Department.



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- 13.1.2 The Provider may submit its request for an exception to BEHS.SUMMERFOOD@health.mo.gov.
- 13.2 The Provider shall submit the invoice to the Department on the standard DH-38 billing form and shall include the agreement number and invoice number of "SFSP18ALL".
- 79.3 If the Department denies a Provider's request for payment, the Department shall provide the Provider with written notice of the reason(s) for the denial.
- 13.4 The Department shall not reimburse the Provider based on any invoice that the Provider does not submit in accordance with the requirements set out in this Agreement.
- 80. Authorized Personnel:**
- 14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:



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- 14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein: AND
- 14.4.2 Provide to the Missouri Department of Health and Senior Services 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
- 14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 14.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
81. **Termination:**
- 15.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or whole or in part, effectively immediately upon providing written notification to the Provider if:
- 15.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- 15.1.2 A change in federal or state law relevant to this contract occurs; or
- 15.1.3 A material change of the parties to the contract occurs; or
- 15.1.4 By request of the Provider.
- 15.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
- 15.2.1 The Department will provide written notice to the Provider at least thirty (30) calendar days prior to the effective date of such termination.
- 15.2.2 The Provider shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 15.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Provider pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Provider pursuant to the terms of the contract, and may authorize others to do the same. The Provider shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.



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16. This agreement expresses the complete agreement of the parties and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. Performance shall be governed solely by the terms and conditions contained in this agreement. By signing below, the Provider and Department agree to all terms and conditions set forth in this agreement.

PROVIDER AGENCY NAME

AUTHORIZED PROVIDER SIGNATURE:
▶

PRINTED NAME/TITLE:

DATE:

DIVISION OF ADMINISTRATION DIRECTOR/DESIGNEE:
▶

PRINTED NAME/TITLE:
Director or Designee, Division of Administration

DATE:

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

BUSINESS ENTITY CERTIFICATION:

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

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Summer Food Service Program Inspections Participation Agreement 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 Missouri Department of Health and Senior 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 _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the provider's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the provider's name and the MOU signature page completed and signed, at minimum, by the provider and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the provider'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 provider who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

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

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

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____, I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of _____
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT 1, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the provider's name and the MOU signature page completed and signed by the provider 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