

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$292,967.00 from the fund balance of the 2011 Grant Fund in acceptance of the Family Court Division's Juvenile Court Diversion Program grant received from the State of Missouri Division of Youth Services.

ORDINANCE #4363, October 10, 2011

INTRODUCED BY James D. Tindall, County Legislator

WHEREAS, the Family Court Division has been awarded a grant in the amount of \$292,967.37 for the Juvenile Court Diversion Program by the State of Missouri Division of Youth Services, for the period of July 1, 2011, through June 30, 2012; and,

WHEREAS, the grant funds will be used to encourage community-based services, which would assist diverting youth from commitment to the Division of Youth Services; and,

WHEREAS, the grant does not require local matching funds; and,

WHEREAS, an appropriation is necessary to place the grant funds in the proper spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be made from the fund balance of the 2011 Grant Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Juvenile Court Diversion 010-2162	45815 - Increase Revenue	\$292,967	
010-2810	Undesignated Fund Balance		\$292,967
010-2810	Undesignated Fund Balance	\$292,967	
010-2162	55010 - Regular Salary		\$167,523
010-2162	55025 - Part-time Salary		\$ 22,401
010-2162	55040 - FICA		\$ 14,529
010-2162	55050 - Pension		\$ 15,077
010-2162	55060 - Health Insurance		\$ 34,881
010-2162	55070 - Unemployment Insur.		\$ 838
010-2162	55110 - Worker's Compensation		\$ 2,345
010-2162	55150 - Long Term Disability		\$ 838
010-2162	56360 - Life Insurance		\$ 261
010-2162	56790 - Other Contractual Services		\$ 4,320
010-2162	56860 - Restitution Payments		\$ 27,968
010-2162	57230 - Other Operating Supplies		\$ 1,986

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

Bill Anderson
Senior Deputy County Counselor

W. Stephen Rippey
County Counselor

I hereby certify that the attached Ordinance, Ordinance #4363 introduced on October 10, 2011, was duly passed on October 10, 2011 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

This Ordinance is hereby transmitted to the County Executive for his signature.

10.11.11
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance #4363.

10/11/2011
Date

Michael D. Sanders
Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$292,967.00

October 4, 2011
Date

D. Lynn Horn
Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4363

Sponsor(s): James D. Tindall

Date: October 10, 2011

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: <u>Juvenile Court Diversion Program</u>																									
BUDGET INFORMATION To be completed By Requesting Department and Finance	<table border="1" data-bbox="370 420 1526 661"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$292,967.37</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$292,967.37</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT 010-2810 292,967.37 TO ACCT 010-2162</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION: <input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): 292,967.37 Prior Year Actual Amount Spent (if applicable): 292,967.37</p>		Amount authorized by this legislation this fiscal year:	\$292,967.37	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$292,967.37	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT 010-2810 292,967.37 TO ACCT 010-2162														
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PRIOR LEGISLATION	Prior ordinances and (date): 4278 Dated 12/16/10 Prior resolutions and (date):																									
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Carl Bayless, Grant Accountant, 816-435-4775																									
REQUEST SUMMARY	<p>This is a request to appropriate \$292,967.37 from the 2011 undesignated fund balance in acceptance of a grant awarded to the Family Court Division by the Division of Youth Services. The project is named "Juvenile Court Diversion Program." The period covered by the Grant is July 1, 2011 through June 30, 2012. The purpose of this program is to encourage community-based services which would assist diverting youth from commitment to the Division of Youth Services.</p> <p>Please appropriate the \$292,967.37 into the accounts listed below:</p> <table data-bbox="365 1333 1429 1501"> <tr> <td>5010 Regular Salaries</td> <td>\$ 167,523.42</td> <td>5110 Workers Comp</td> <td>2,345.33</td> </tr> <tr> <td>5025 Part-time Salaries</td> <td>22,400.93</td> <td>5150 Long Term Disability</td> <td>837.62</td> </tr> <tr> <td>5040 FICA</td> <td>14,529.22</td> <td>6360 Life Ins</td> <td>261.00</td> </tr> <tr> <td>5050 Pension</td> <td>15,077.11</td> <td>6790 Contractual Svcs</td> <td>4,320.00</td> </tr> <tr> <td>5060 Ins Benefits</td> <td>34,881.12</td> <td>6860 Restitution</td> <td>27,968.00</td> </tr> <tr> <td>5070 Unemployment Ins</td> <td>837.62</td> <td>7230 Other Operations/Supplies</td> <td>1,986.00</td> </tr> </table>		5010 Regular Salaries	\$ 167,523.42	5110 Workers Comp	2,345.33	5025 Part-time Salaries	22,400.93	5150 Long Term Disability	837.62	5040 FICA	14,529.22	6360 Life Ins	261.00	5050 Pension	15,077.11	6790 Contractual Svcs	4,320.00	5060 Ins Benefits	34,881.12	6860 Restitution	27,968.00	5070 Unemployment Ins	837.62	7230 Other Operations/Supplies	1,986.00
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CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)																									
ATTACHMENTS																										
REVIEW	<table border="1" data-bbox="365 1701 1242 1946"> <tr> <td>Department Director:</td> <td>Date:</td> </tr> <tr> <td>Finance (Budget Approval): James Abbott, Fiscal and Budget Director</td> <td>Date: 09/22/11</td> </tr> <tr> <td>Division Manager: Jeff Eisenbeis, Deputy Court Administrator</td> <td>Date: 09/22/11</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table> <p><i>James A. Abbott</i> 9/28/11</p>		Department Director:	Date:	Finance (Budget Approval): James Abbott, Fiscal and Budget Director	Date: 09/22/11	Division Manager: Jeff Eisenbeis, Deputy Court Administrator	Date: 09/22/11	County Counselor's Office:	Date:																
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Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Undesignated Fund Balance	\$292,967.37

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

STATE OF MISSOURI
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF YOUTH SERVICES

CONTRACTUAL SERVICES AGREEMENT
FOR
JUVENILE COURT DIVERSION PROGRAMS

This contract is between the Department of Social Services, Division of Youth Services (DYS), hereinafter referred to as the State Agency, and the 16th Judicial Circuit, hereinafter referred to as the Contractor. The State Agency agrees to provide the Contractor funding as outlined in Attachment A for services provided under the Focus Area(s) described in the Scope of Services (Section 3 below).

The State Agency is authorized under Section 219.041, RSMo (<http://moga.mo.gov/statutes/C200-299/219000041.HTM>), to administer a Juvenile Court Diversion (JCD) program for the purpose of assisting local units of government in the development and implementation of community-based treatment programs for the care and treatment of children.

1. **Duration of the Contract:**

- 1.1 The obligations under this contract shall commence on July 1, 2011 and extend for twelve (12) months through June 30, 2012.
- 1.2 **Renewal Options:** The Department of Social Services shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2. **Background Information:**

- 2.1 **Statement of Philosophy:** It is the philosophy of the State Agency that all youth who can be served on a local level should be afforded the necessary services through their local juvenile court or other local organizations, so that they can remain in the community rather than being exposed to a larger segment of the juvenile justice system. It is further felt that many juvenile courts throughout the state do not have sufficient basic services to properly work with and process youth who come to their attention. It is, therefore, the purpose of the Youth, Family and Community JCD Grant program to encourage community-based services which would assist diverting youth from commitment to the Division of Youth Services. Another goal of this program is the development of a more evenly distributed service delivery system across the State of Missouri as well as the development and maintenance of minimum standards for all judicial circuits.
- 2.2 **Mandated Responsibilities:** The 78th General Assembly of the State of Missouri mandated the diversion program as part of the broad responsibilities of the State Agency. The responsibilities of this program, as specified in law, include the establishment of standards for the program, the establishment of a local advisory board (or planning group), and a written description of the program be submitted to the State Agency. The State Agency is also required to monitor and evaluate projects funded through this source. In addition, funds shall not be supplanted by the Contractor because of the implementation of Juvenile Court Diversion programming (RSMo 219.041).
- 2.3 **Standards:** Programs initiated with Youth, Family and Community JCD Grant funds shall be consistent with promising practices, evidence-based approaches and other model programs. A wide variety of projects can be

established under Youth, Family and Community JCD Grant funding. Most projects fall within a general project description supported by National Organizations. For those projects where youth will be placed in contractual residential care, the Contractor being utilized must maintain a current license with the Missouri Department of Social Services, Children's Division.

2.4 Planning Committee or Advisory Board: In determining the purposes for which funds will be expended, the juvenile court judge shall appoint a planning committee whose membership shall be representative of the community's population. The committee shall actively participate in the formulation of plans for the proper expenditure of funds and shall cooperate and assist in the implementation of these plans. Members of this committee shall receive no compensation for their service on the committee. The Youth, Family and Community JCD Grant Program Planning Committee may be a committee dedicated solely for the purpose of advising the juvenile court on the programs funded by the Youth, Family and Community JCD Grant Program, or it may be a committee which is used by the juvenile court for other purposes with Juvenile Court Diversion programming being only one function. This determination shall be made by the juvenile court based on how it chooses to utilize its committees on a local level.

2.5 Monitoring: In accordance with the directive outlined by applicable statutes, the director of the State Agency or his/her designee shall visit, or cause to be visited, each project funded by the Youth, Family and Community JCD Grant Program. The purpose of such visits is to examine the program, as well as its books and records. It is a further obligation of the State Agency to make written recommendations for needed changes or improvements to the funded projects.

3. **Scope of Service:**

3.1 The contractor shall administer the Focus Areas as described below.

- **Community Outreach Restitution Diversion Program** – provides offenders with an opportunity to become positively involved in the community and compensate their victim(s). Participants attend victim empathy classes, neighborhood community councils and victim impact panels.
- **ASSET “Equipping for the Future” Program** – provides community-based services to high-risk minority males with serious family issues, poor social decision making, lack of positive role models and inadequate social and anger management skills. The program provides intensive after-school supervision, cognitive skill-building, social skill development, helping groups, anger management, and addresses other issues that influence risk factors leading to recidivism.
- **Facilitating Treatment Delivery (FTD)** – collaborative effort with the Missouri Department of Mental Health to treat juvenile offenders with mental health disorders. The objective of this program is to provide on-site mental health care and aftercare services necessary to prevent further involvement with the juvenile justice system; improve educational achievement; increase social skills; and decrease in-patient admissions.
- **Day Reporting and Diversion Project** – one component of this program focuses on adjudicated and non-adjudicated youth who are out of school for reasons such as suspension, withdrawal, disrupted placement, residency issues, or other factors. Youth participate in community services, social skill development, physical activity, academic support, and are provided a daily meal. The second component of this program focuses on providing parenting support to the Latino population demonstrating maladaptive behavior, mental health issues, or are experiencing crisis situations in his/her home environment.

4. **Conditions of Participation:**

4.1 Subject to the terms of this contract, the State Agency will pay the Contractor for actual and necessary costs incurred by the Contractor for the implementation of the diversion program(s) described in Section 3.1 above.

- 4.2 If this contract 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.
- 4.3 If this contract calls for the acquisition of foster home services, the Contractor shall use homes which are licensed by the Missouri Department of Social Services, Children's Division, or homes licensed/approved by a juvenile court which uses written standards that have been approved by the state agency regarding health, safety, fire, and sanitation with prior approval by the state agency.
- 4.4 If this contract 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.
- 4.4.1 For purposes of this agreement, 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.
- 4.5 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 State Agency that such reductions would have been necessary regardless of JCD programs.
- 4.6 The Contractor understands this contract 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 State Agency.
- 4.7 Background Checks: The Contractor shall complete criminal background checks and child abuse and neglect background checks for the Contractor's employees and/or subcontractors who provide direct services under this contract prior to such personnel having contact with children being served under the Contractor's program.
- 4.7.1 The Contractor shall ensure that each subcontractor verifies, prior to being awarded a subcontract, that none of its employees providing care and treatment services have any adverse background information against them contained in any of the appropriate databases searched as part of the background check requirement set forth herein. However, in the event such adverse information is found, the subcontractor may determine, after consideration of all circumstances relating to the adverse information, the employee does not pose a risk of danger or harm to youth and is considered suitable for employment. In such a case, the subcontractor must provide written documentation outlining that determination, supply a copy to the Contractor, and place a copy of that determination in the employee's personnel file. If adverse information discovered during a background check demonstrates that a person poses a risk of danger or harm to youth and is therefore unsuitable for providing care and treatment services, the Contractor will disqualify the responsible subcontractor from providing contractual services under the JCD program as long as the unsuitable employee remains employed. Subcontractors shall ensure no unsuitable employees are hired in a capacity of providing care and treatment services to youth and that any employees who render themselves unsuitable from providing such services during the course of the subcontract are terminated from employment in that capacity.
- 4.7.2 If the Contractor does not have a process in place at the signing of this contract 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 contract. Information about the Family Care Safety Registry may be found online at <http://www.dhss.mo.gov/FCSR/>.
- 4.7.3 Background checks are the financial responsibility of the Contractor.

5. Contractual Requirements:

- 5.1 Contract - A binding contract shall consist of: (1) the agreement proposed and (2) the Department of Social Services acceptance of the proposal. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department of Social Services prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 5.2 Termination of this contract may occur, with or without cause, prior to the date agreed upon by both parties in the following manner:
- a. In the event funds and/or appropriation authority from local, state, and federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services, as determined by the state agency, the obligation of each party hereunder shall thereupon be terminated immediately upon receipt of written notice from the state agency.
 - b. Either party at any time, may with cause related to adequacy of performance, terminate this contract immediately by written notice. Any written notification of contract information shall be sent by certified mail, first class postage paid, and such notification shall be effective upon deposit in the mail.
 - 1) When a contract is terminated for cause, the Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.
 - c. In the event of termination all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the contract shall, at the option of the Department become the property of the State of Missouri.
- 5.3 Contractor Liability - Each party shall bear sole responsibility for any and all personal injury (including death) or property damage resulting from the negligence of their respective employees or contractors involving any equipment or services provided under the terms and conditions, requirements and specifications of this contract.
- 5.4 Confidentiality - The Contractor shall agree that 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 and that no reports, documentation, or material prepared as required by the Contract shall be released to the public without the prior written consent of the state agency, unless required by law.
- a. The Contractor shall maintain strict confidentiality of all client information or records supplied to it by the state agency or that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the client's parent or legal guardian unless such disclosure is required by law.
 - b. The Contractor assumes liability for all disclosures of confidential information by the Contractor and/or the Contractor's sub-Contractors and employees.
 - c. The Contractor agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164).
- 5.5 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.

- 5.6 The State of Missouri will not be responsible for any mistakes or omissions by any contractor in performance of services provided under contract. Limitation of liability includes, but is not limited to, unintentional, negligent, willful or intentional mistakes or omissions by any contractor, employee of contractor, or subcontractor. Further, the State of Missouri will not be responsible for any acts of the contractor that occur during the course of the performance of this contract, but are not related to interpreter services. These acts include all criminal and civil acts that may give rise to liability.
- 5.7 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:
- 5.7.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:
- a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).
 - b. Cost Principles - 2CFR 225 - State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E - Hospitals.
- 5.7.2 Steven's Amendment - In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. The percentage of the total costs of the program or project which will be financed with Federal money;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 5.8 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State Agency. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., pertaining to the contractor's employees and/or contractors. Further, in accordance with paragraph 5.3 above, each party shall bear sole responsibility for any and all personal injury (including death) or property damage resulting from the negligence of their respective employees or contractors involving any equipment or services provided under the terms and conditions, requirements and specifications of this contract.
- 5.9 Property of State - Copies of all reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall be provided to the State of Missouri. Upon expiration, termination, or cancellation of the contract, copies of all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall be provided to the state agency, if the agency so desires.
- 5.10 Records and Reporting - The Contractor shall maintain program statistical records required by the State Agency and produce program narrative and statistical data at times prescribed by the State Agency. The Contractor shall maintain program records with regard to employee and client attendance, services rendered, and all statistics necessary to evaluate the program as described in Attachments 1 through 5.

- 5.10.1 The Contractor must maintain financial and accounting records and evidence pertaining to this contract in accordance with generally accepted accounting principles and other procedures specified by the state agency. These records must be made available at all reasonable times to the state agency and/or its designees and the Missouri State Auditor during the contract period and any renewal period, and for five (5) years from the date of final payment on the contract or the final payment on a contract renewal period.
- a) The Contractor shall permit governmental auditors and authorized representatives of the State of Missouri to have access for the purpose of audit or examination of any documents, and records relating to services provided herein. The Contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the Contractor, provided that it may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the Contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.
- 5.11 Modifications: Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contract and the State Agency prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or other document, including correspondence, acts or oral communications by or from any person shall be used or construed as an amendment or modification to the contract.
- 5.11.1 The parties agree that fund transfers may be made between Focus Areas and Budget Categories (see Attachment A) with prior approval of the State Agency. Transfers between Focus Areas and Budget Categories shall not exceed ten (10) percent of the total DYS Funds Approved unless written authorization is obtained from the Department.
- 5.12 Invoicing and Payment:
- 5.12.1 The Contractor shall invoice the State Agency for actual and necessary costs incurred by the Contractor in delivering project services during the invoice period.
- a) The Contractor will be reimbursed for services by submitting invoices on a minimum of a quarterly basis to the State Agency. 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 Contractors 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 State Agency that such expenditure was appropriate under the terms of the contract.
- b) The Contractor shall develop and implement a program requiring, when appropriate, client subsidy toward the cost of diversion programming.
- c) The invoice must contain an original signature by the contractor's duly authorized representative and be submitted electronically to the state agency at Kristen.D.Myers@dss.mo.gov, unless hard copy submission is agreed upon in writing by the state agency. Invoices must be submitted quarterly and no later than the 15th of the follow month. The fourth quarter invoice (invoice for April, May and June) should be submitted to the state agency no later than the 15th of June each year so payment can still be processed from that fiscal years funds. If hard copy submittal is approved, the contractor shall submit the hard copy invoice to:

Missouri Department of Social Services
Division of Youth Services
Fiscal Unit

P.O. Box 447
Jefferson City, MO 65102

- 5.13 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri. Further, in accordance with paragraph 5.3 above, each party shall bear sole responsibility for any and all personal injury (including death) or property damage resulting from the negligence of their respective employees or contractors involving any equipment or services provided under the terms and conditions, requirements and specifications of this contract.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. 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 of any tier 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:
 - 1) the direct subcontractor is not knowingly in violation of subsection 1 of section, 285.530, RSMo, and
 - 2) shall not henceforth be in such violation and
 - 3) 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.
- 5.14 Substitution of Personnel - The contractor agrees that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal.
- 5.15 Business Compliance - The contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The contractor shall provide documentation of compliance upon request by the Division of Finance and Administrative Services. The compliance to conduct business in the state shall include but may not be limited to:
- 5.15.1 Registration of business name (if applicable) Certificate of authority to transact business/ certificate of good standing (if applicable) Taxes (e.g., city/county/ state/federal) State and local certifications (e.g., professions/occupations/activities) Licenses and permits (e.g., city/county license, sales permits) Insurance (e.g., worker's compensation/unemployment compensation)
- 5.16 Debarment - The contractor certifies, by signing this agreement and Exhibit A, 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. The contractor further agrees that it will 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 Department of Labor.

Exhibit A must be completed and returned with this agreement.

- 5.17 **Non-Discrimination and ADA:** The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 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. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
 - h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
 - i. Missouri Governor’s E.O. #05-30; and
 - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

5.18 **Filing and Payment of Taxes - Executive Order 03-27:** In accordance with House Bill 600, the Department of Social Services is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provides in RSMo 144. Additional information regarding House Bill 600 is available on the Department of Revenue’s website at <http://www.dor.mo.gov/tax/business/sales/hb600.htm>.

5.19 Contractor’s who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the contractor or any owner of the contractor’s organization is currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.
 Name and title of state employee, General Assembly member or statewide elected official:

Name of state agency where employed: _____
 Percentage of ownership interest in contractor’s organization held by state employee, General Assembly member or statewide elected official: _____%

5.20 **Business Associate Provisions:**

5.20.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency 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 state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

- a. The contractor shall agree and understand 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:

- 1) "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.
 - 2) "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.
 - 3) "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.
 - 4) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
 - 5) "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).
 - 6) "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.
 - 7) "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 (state agency) in its role as employer.
 - 8) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
 - 9) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
 - 10) "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.
- b. The contractor agrees that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
 - c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the Business Associate Provisions stated herein.
 - d. The state agency 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).

5.20.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. 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 state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

- c. 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.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

5.20.3 Obligations of the Contractor:

- a. 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).
- b. The contractor shall use appropriate 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:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement 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 state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, 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 state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency 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 state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency 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 state agency upon request.

- g. 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 state agency 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 state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency'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 state agency'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.
- j. The contractor shall report to the state agency'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 state agency'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.
- k. The contractor shall report to the state agency'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 state agency's Security Officer with a description of 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.
- l. The contractor's reports specified in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
 - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - 4) 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
 - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. 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.

- n. Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

5.20.4 Obligations of the State Agency:

- a. The state agency 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 state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency 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.

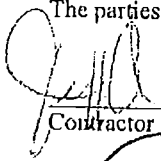
5.20.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, 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 state agency 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 state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.


5.20.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the Business Associate Provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

CONTRACTORS IDENTIFYING INFORMATION (Please print or type all requested information)			
Name of Organization Family Court Division, 16 th Judicial Circuit of Missouri			
Mailing Address 625 E. 26 th St.			
City, State, Zip Code Kansas City, MO 64108			
Contact Person and Title Jeffrey Eisenberg Deputy Court Administrator/Family Court		E-Mail Address Diane.Olmsler@Courts.mo.gov	
Telephone Number 816-435-4850	Fax Number 816-435-4844	Taxpayer ID Number (TIN) 44-6000-524	Taxpayer ID Type <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN


The parties hereto have signed this Agreement on the date indicated.


Contractor

8/23/2011
Date


Authorized Representative
Division of Youth Services

8-25-11
Date


Authorized Representative
Department of Social Services

8/25/11
Date

EXHIBIT A

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(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.

Jedryk A. Cisowski, Deputy Court Administrator, Family Court
Name and Title of Authorized Representative

[Handwritten Signature]
Signature

8/27/2014
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 and/or debarment.
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 voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**STATE OF MISSOURI
DEPARTMENT OF SOCIAL SERVICES**

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

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.

The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

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

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the DSS improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.

d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

COMMUNICATIONS AND NOTICES

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

Revised 01/10/11

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

APPROVED BUDGET

State Fiscal Year: 2012

Judicial Circuit #: 16th

Contract Number: ERO 0

FOCUS AREAS

	Focus Area Title	
#1	Facilitating Treatment Delivery (FTD)	
#2	Day Reporting and Diversion Project	
#3	ASSET "Equipping for the Future" Program	
#4	Community Outreach Restitution Diversion Program (CORP)	
#5	0	
#6	0	

PERSONNEL

Focus Area	#1	#2	#3	#4	#5	#6	Approved Funding
	137,468.64	44,608.52	76,616.21				
	TOTAL PERSONNEL						\$ 258,693.37

TRAVEL & PROFESSIONAL DEVELOPMENT

Focus Area	#1	#2	#3	#4	#5	#6	Approved Funding
	TOTAL TRAVEL & PD						\$ -

EQUIPMENT OR PROPERTY

Focus Area	#1	#2	#3	#4	#5	#6	Approved Funding
	TOTAL EQUIP / PROP						\$ -

SUPPLIES AND OPERATION

Focus Area	#1	#2	#3	#4	#5	#6	Approved Funding
		1,986.00		27,968.00			
	TOTAL SUPPLIES/OPP						\$ 29,954.00

CONTRACTUAL SERVICES

Focus Area	#1	#2	#3	#4	#5	#6	Approved Funding
		4,320.00					
	TOTAL CONTRACTUAL						\$ 4,320.00

FOCUS AREA TOTALS

Focus Area	#1	#2	#3	#4	#5	#6	Approved Funding
	137,468.64	50,914.52	76,616.21	27,968.00	-	-	
	TOTAL DYS FUNDS APPROVED						\$ 292,967.37

Facilitating Treatment Delivery
 GRANT FOR Jul 1, 2011 - June 30, 2012 PERSONNEL BUDGET

	2011	2012	Salary for Grant Period	Part Time	5040 casali	5040 Medicare	5050 Pension	5060 Health	5070 Unemploy	5150 Disabil	5110 Workers Comp	6360 Life	Total
Youth Workers	\$13,728.00	\$14,963.62	\$28,691.52		\$1,778.87	\$416.03	\$2,582.24	\$8,000.00	\$143.46	\$143.46	\$401.68	\$52.20	\$42,209.45
Youth Workers	\$14,310.40	\$14,739.71	\$29,050.11		\$1,801.11	\$421.23	\$2,614.51	\$4,791.20	\$145.25	\$145.25	\$406.70	\$52.20	\$39,427.56
Cottage Mgr	\$19,770.40	\$20,363.51	\$40,133.91		\$2,488.30	\$581.94	\$3,612.05	\$8,000.00	\$200.67	\$200.67	\$561.87	\$52.20	\$55,831.62
Reporting Prgm/Alvin Payne	\$33,321.00	\$34,320.63	\$33,820.82		\$2,086.89	\$490.40	\$3,043.87	\$4,292.65	\$169.10	\$169.10	\$473.49	\$52.20	\$44,608.53
Caldwell Jr-Donald	\$35,297.60	\$36,356.53	\$36,627.06		\$2,740.77	\$0.00	\$3,224.44	\$9,797.28	\$179.14	\$179.14	\$501.58	\$52.20	\$52,501.60
Adonis Perkins (32hrs wk)				\$22,400.93	\$1,713.67								\$24,114.61
Grand Total	\$167,523.42	\$22,400.93	\$12,619.62	\$1,909.60	\$15,077.11	\$34,881.13	\$837.62	\$897.62	\$2,345.33	\$261.00	\$258,693.37	\$0.00	\$258,693.37

After School Supervision Education & Treatment
 GRANT FOR July 1, 2011 - June 30, 2012 PERSONNEL BUDGET

	2011	2012	Salary for Grant Period	5040 FICA	5050 Pension	5060 Health	5070 Unempl	5150 Disabil	5110 Workers Comp	6360 Life	Total Budget
Caldwell Jr Donald	\$35,297.60	\$36,356.53	\$35,827.06	\$2,740.77	\$3,224.44	\$9,797.28	\$179.14	\$179.14	\$501.58	\$52.20	\$52,501.60
Adonis Perkins (32hrs wk)	\$22,400.93	-	\$22,400.93	\$1,713.67	-	-	-	-	-	-	\$24,114.61
Grand Total			<u>\$58,228.00</u>	<u>\$4,454.44</u>	<u>\$3,224.44</u>	<u>\$9,797.28</u>	<u>\$179.14</u>	<u>\$179.14</u>	<u>\$501.58</u>	<u>\$52.20</u>	<u>\$76,616.21</u>

\$0.00

Day Night Reporting
 2011-2012 PERSONNEL BUDGET

	2011	2012	Salary for	5040	5040	5050	5060	5070	5110	5150	6360	Total
	<u>00 Salary</u>	<u>01 Salary</u>	<u>Grant Period</u>	<u>casel</u>	<u>Medicare</u>	<u>Pension</u>	<u>Health</u>	<u>Unempl</u>	<u>Disabl</u>	<u>Workers Comp</u>	<u>Lfe</u>	
Reporting Prgm/Alvin Payne	\$33,321.00	\$34,320.63	\$33,820.82	\$2,096.89	\$490.40	\$3,043.87	\$4,292.64	\$169.10	\$169.10	\$473.49	\$52.20	\$44,608.52