

Contract For Services



Missouri Department of Social Services
Division of Finance & Administrative Services
Purchasing Unit
P.O. Box 1643
Jefferson City, MO 65102

Contract #: ER10214B001

Title: IV-D County Reimbursement Cooperative Agreement

Contract Period:
January 1, 2014 through December 31, 2016

The Department of Social Services desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

Contractor/County Information:

County Name: **County of Jackson**
Mailing Address: **324 East 11th St., Ste 1100**
City, State Zip: **Kansas City, MO 64106-2421**
State Vendor #: **44600052404**

County Level Designation: **Level B**

Multi-County Project Name (if applicable):

Contractor Contact Person Name and Title: Melissa Mauer-Smith, Director

Contact Person E-Mail Address: Melissa.A.Mauer-Smith@dss.mo.gov

The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding contract shall exist between the contractor and the Department of Social Services.

The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.

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

Jeffrey A. Eisenbels, Court Administrator

12/2/2013

Authorized Signature for the Circuit Clerk

Name & Title

Date

Jean Peters Baker, Prosecutor

11-27-13

Authorized Signature for the Prosecuting Attorney

Name & Title

Date

Michael D. Sanders, County Executive

12/02/13

Authorized Signature for the County Commissioner/Executive

Name & Title

Date

Authorized Signature for the Department of Social Services

December 6, 2013

Date

FILED
JAN 16 2014
MARY JO SPINO
COUNTY CLERK

APPROVED AS TO FORM:

By W. Stephen Nixon
W. Stephen Nixon,
County Counselor

ATTEST BY:

Mary Jo Spino
Mary Jo Spino
Clerk of the County Legislature

1 Introduction and Background Information

- 1.1 The Missouri Department of Social Services, Family Support Division (Department) hereby enters into this cooperative agreement with the County of Jackson (hereinafter "County") by their respective office holders, including the Prosecuting Attorney, Circuit Clerk and Presiding Commissioner for the reimbursement of child support services.
 - a. For the purpose of this cooperative agreement the term "contractor" shall refer to the "county"; and
 - b. For the purpose of this cooperative agreement the term "contract" shall mean the same as "cooperative agreement".
- 1.2 The Department issues contracts for these services under the authority of an Expenditure Registration System (ER102) issued to the Department by the State of Office of Administration.
- 1.3 The mission of the Department of Social Services is to "maintain or improve the quality of life for Missouri citizens". The Family Support Division is responsible for maintaining and strengthening Missouri families, helping people achieve an appropriate level of self-support and self-care through needs based services.
- 1.4 The Department, under Title IV-D of the Social Security Act, and under section 454.400, RSMo, has been delegated the responsibility for the development and administration of a statewide program to establish and enforce support obligations owed to children receiving Temporary Assistance for Needy Families (TANF) benefits and to other persons, which obligations are established through the offices of the various Circuit Clerks within the State of Missouri.
- 1.5 The contract period shall be from January 1, 2014 through December 31, 2016.

2 General Performance Requirements

- 2.1 The contractor shall provide services to the Department, in accordance with the provisions and requirements stated herein.
- 2.2 Services reimbursed by the Department shall consist only of those services described herein, as authorized by the Department.
- 2.3 The contractor shall coordinate all contract activities with designated representatives of the Department.
- 2.4 **Correspondence:** Within five (5) days the contractor shall provide the Department with the name, address, e-mail address, and telephone number of the contractor's representative servicing the contract.
 - a. The contractor understands that electronic mail (e-mail) will be used to transmit contract documents and other correspondence from the Department to the contractor and that any such emails containing information regarding specific cases will be encrypted. It shall be the responsibility of the contractor to ensure the timely review and response to e-mailed documents.
- 2.5 **Contractor's Personnel:** The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.
 - b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies or any other duly appointed civil authority.

- c. 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:
- 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
 - 2) Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
 - 3) Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.6 **Subcontractors:** Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor 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:

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

2.7 **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/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor shall complete applicable portions of **Exhibit # 1**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of **Exhibit # 1** must be submitted prior to executing the contract.

2.8 **Debarment Certification:**

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

2.8.2 The contractor must complete and submit **Exhibit # 2**, Certification Regarding Debarment, prior to executing the contract.

2.9 **Subrecipient Determination and Requirements**

2.9.1 It has been determined that the contractor is a subrecipient as defined in Office of Management and Budget (OMB) Circular A-133, Section 210.

- a. The Department will provide the contractor with applicable federal funding source information including the federal granting agency, the Catalog of Federal Domestic Assistance (CFDA) number and grant name, award number and award year(s).

2.9.2 The contractor shall comply with all applicable terms and conditions of the funding grant.

- a. Additionally, the contractor shall comply, as applicable, with the applicable provisions of:
 - 1) OMB A-133, Audits of States, Local Governments, and Non-profit Organizations;
 - 2) OMB A-122, Cost Principles for Non-Profit Organizations;
 - 3) OMB A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations;
 - 4) OMB A-102 – Grants and Cooperative Agreements with State and Local Governments;
 - 5) OMB A-87, Cost Principles for State, Local and Indian Tribal Governments; and
 - 6) All other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor under the contract.
- b. In the event the contractor is a for-profit entity, the contractor shall also comply with the OMB Circulars applicable to Non-Profit Organizations.

2.9.3 The contractor shall not utilize federal funds, or any required matching funds, provided under this contract as matching funds for any other federal grant, unless specifically allowed under that grant.

2.9.4 Allowable Expenditures: The contractor shall ensure that all expenditures invoiced, claimed and/or reported are consistent with the requirements stated herein. Unless otherwise stated herein, the contractor shall invoice the Department based on actual, allowable costs incurred.

- a. All expenditures invoiced, claimed and/or reported by the contractor must satisfy the:
 - 1) General provisions for allowable costs, as defined in the applicable OMB Circular; and
 - 2) Specific provisions for allowable costs, as defined in applicable Federal program rules.
- b. Submission of an invoice by the contractor shall constitute the contractor's certification that the items included on the invoice represent actual, allowable costs associated with performing the requirements of the contract.
- c. In the event the contractor utilizes employees that work solely on activities funded under the contract, the contractor may utilize employee payroll records to meet supporting documentation requirements.
- d. In the event the contractor utilizes employees that work on other activities in addition to activities funded under the contract, the contractor must maintain personnel activity reports that either:
 - 1) reflect the cost distribution of the actual activity reimbursable under the contract for each employee, account for the total amount of compensation for each employee, and are prepared on at least a monthly basis, coinciding with one or more pay periods; or
 - 2) are supported by a statistical sampling system or other substitute system. In the event the contractor utilizes a statistical sampling system or other substitute system, the contractor shall submit a detailed description of the allocation methodology for the prior approval of the Department. Any changes to the approved methodology implemented are subject to the prior approval of the Department.
- e. Materials acquired, consumed or expended may only be invoiced by the contractor if such expenditure is:
 - 1) for a benefit specific to the purposes and requirements under the contract; or
 - 2) a cost chargeable or assigned in part for the purposes authorized under the contract, in accordance with relative benefits received. In the event materials acquired, consumed or expended are allocable, the contractor shall submit a detailed description of the allocation methodology utilized to assign those costs in accordance with the relative benefits received, for the prior approval of the

Department. Any changes to the approved methodology implemented are subject to the prior approval of the Department.

- f. In the event indirect costs are included as part of the cost reimbursement under the contract, such indirect costs must be approved in either a Federal or State Approved Indirect Cost Negotiation Agreement.
 - 1) The contractor shall submit its current Approved Indirect Cost Negotiation Agreement to the Department prior to invoicing for indirect costs.
 - 2) In the event the contractor's approved federal or state indirect rates change, the contractor shall submit an updated Federal or State Approved Indirect Cost Negotiation Agreement to the Department prior to invoicing for revised/updated indirect costs.
 - 3) The Department has a policy governing maximum indirect rates allowable under Department contracts and therefore reserves that right to limit the indirect rate reimbursable to the contractor in accordance with such policy.
- g. The contractor must have the prior, written approval of the Department for any automated data processing costs in excess of \$1,000,000. The contractor shall also comply with the applicable provisions of 45 CFR Part 95, Subpart F, for any such costs.

2.9.5 The contractor shall maintain an accounting system that, at a minimum, records expenditures in a manner that readily identifies the expenditure as an activity allowable under the funding grant and allows required federal financial reports to be easily prepared.

2.9.6 The contractor shall be responsible for any deferrals, disallowances, questioned costs, or other items not allowed for Federal Financial participation claimed by the Department on behalf of the contractor.

- a. The contractor shall return any funds disallowed within six (6) months, either to the Department or directly to the applicable federal agency, as instructed by the Department.

2.9.7 Audit Requirements: If required pursuant to OMB Circular A-133, the contractor shall have a single or program-specific audit conducted in accordance with provisions of the Single Audit Act Amendments of 1996 and OMB Circular A-133, including subsequent amendments or revisions.

- a. In accordance with the provisions of OMB Circular A-133, as revised, the contractor shall consider all sources of federal awards, including federal resources received from the Department, in determining the federal awards expended in its fiscal year.
- b. In the event the contractor is required to complete an audit pursuant to OMB Circular A-133, the contractor shall submit a copy of the final audit report in accordance with the requirements of OMB Circular A-133, to the Department at:

Department of Social Services
Division of Finance and Administrative Services
Attn: A133
P.O. Box 1082
Jefferson City, MO 65102

- c. The contractor shall make all reports prepared in accordance with the requirements of OMB Circular A-133 available for inspection by representatives of the Department during normal business hours.
- d. The contractor shall provide the Department, in a timely manner, with access to any independent auditors' reports that present instances of noncompliance with federal laws and regulations that bear directly on the performance or administration of this contract. In cases of such noncompliance, contractor will provide copies of responses to auditors' reports and a plan for corrective action(s).
 - 1) The contractor shall cooperate with the Department in resolving questions that the Department may have concerning the auditors' report and plans for corrective action(s).

- e. Unless otherwise required herein, the contractor shall keep, for a period of five (5) years following the termination or expiration of the contract, or until all litigation, claims or audit findings have been resolved and final action is taken, such records as may be reasonably necessary to facilitate an effective audit.

2.9.8 **Transparency Reporting:** In order to assist the Department in complying with its reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), the contractor must fully complete and submit **Exhibit # 3, Federal Funding Accountability and Transparency Act (FFATA) Data Form**, to the Department prior to the award of the contract.

- a. The contractor should register in the federal government System for Award Management (SAM) available at www.sam.gov, to record information about the contractor's organization, including executive compensation data. SAM is a secure, single repository of data and the contractor should only need to register once and renew annually thereafter and update information as necessary.

3 Specific Performance Requirements

3.1 General Program Requirements

3.1.1 Pursuant to 13 CSR 30-2.010, and for the purpose of this contract, the following definitions shall apply:

- a. Level A County – A county which is designated to have sole responsibility for the entire operation of the IV-D program in that county and also performs specific legal functions on cases referred to them by the Department.
- b. Level B County – A county in which the prosecuting attorney is designated to have sole responsibility for a specific portion of the IV-D program in that county and also performs specific legal functions on cases referred to them by the Department.
- c. Level C County – A county in which the Department is designated to have sole responsibility for the entire operation of the IV-D program, in that the contractor performs specific legal functions on cases referred to them by the Department.
- d. Multi-County Project – A designated group of Level C counties that have individually entered into a contract with the Department, and have agreed to expand their local resources for the purpose of establishing, enforcing and collecting child support obligations.
- e. Referral or Referred Cases – Any child support case under the state IV-D program sent to the Prosecuting Attorney by the Department for a requested action, and shall include all cases requiring legal referral for "requested action" pursuant to the Department's Missouri Child Support Procedural Manual. (<http://dssweb/fsd/csepolicy/manpolicydocs/index.htm>)

3.1.2 Pursuant to 13 CSR 30-2.010, the Department has identified the contractor's County Level designation(s) on the signature page of the contract. The contractor shall provide services for each IV-D case in accordance with the requirements stated herein, including any additional requirements specified in **Attachment A (IV-D County Additional Requirements)**, as applicable.

3.1.3 The Department is vested with the sole ownership, control and authority of the IV-D program in Missouri. The policies and procedures adopted by the Department shall be controlling for all IV-D activities and purposes to be performed by the contractor.

- a. The Department policies and procedures can be located at:
<http://10.60.16.82/fsd/programs/cse/index.htm#policy>

3.1.4 No provisions of this contract shall be construed to alter the statutory, constitutional or common law powers and duties of the Prosecuting Attorney, including but not limited to, the power to use his/her discretion in determining the course of action to be taken in a case.

3.1.5 The contractor shall maintain records as required by the Department and federal regulations, including 45 CFR 302.15 and 45 CFR part 74.

- 3.1.6 The contractor shall not subcontract with any other business, organization, or governmental body to perform any or all portions of the requirements stated herein without the prior written approval of the Department.
- 3.1.7 All outside child support inquiries, with the exception of inquiries made by custodial or non custodial parents on their own cases, (e.g. media, legislator, vendor, and other governmental agencies) made to the contractor regarding the statewide child support program, its policies, procedures or performance shall be forwarded to the Department for response.
- a. In the event the Department must formally respond to an inquiry, at the request of the Department, the contractor must within five (5) business days draft a response or provide all necessary case information in order for the Department to respond.
 - b. When requested by the Department, the contractor shall provide a written response to outside inquiries, and must provide the Department a copy within five (5) business days of the request.
- 3.1.8 The contractor may respond appropriately to all media and/or legislative inquiries made to the contractor regarding the contractor's program and any case within said program. The contractor shall provide notice of a contractor program inquiry and its response immediately to the Department.
- 3.1.9 The contractor shall notify the Department by e-mail of the following personnel changes: within ten (10) calendar days, the names and e-mail addresses of all new personnel; and within three (3) business days of personnel departures.
- 3.1.10 The contractor shall utilize the Department's Microsoft Outlook system for electronic mail (e-mail) for contract documents and other correspondence related to the contract.
- 3.2 Prosecuting Attorney's (PA) Office Responsibilities**
- 3.2.1 The PA must take action pursuant to Chapters 210, 452, and 454 RSMo and within the time frames specified in 13 CSR 30-2.010 on all cases referred to them from the Department. Case action shall include, but is not limited to:
- a. filing a co-respondent petition when the custodial parent fails to cooperate in paternity action;
 - b. pursuing arrears due the Department, with or without the custodial parent's cooperation; and
 - c. pursuing all enforcement referrals either criminally or civilly.
- 3.2.2 The PA shall meet stricter time requirements than those specified herein upon notification by the Department of any change(s) in federal law or regulation requiring the stricter time frames.
- 3.2.3 The PA shall be responsible for all direct communication with the custodial parent, non-custodial parent, and, if ethically appropriate based upon the rules bound by the Missouri Bar, the attorney(s) on all active referrals.
- 3.2.4 The PA shall use the Department's Missouri Automated Child Support System (MACSS) to:
- a. accept referrals from the Department;
 - b. record all IV-D activities;
 - c. comply with the requirements of 13 CSR 30-2.010;
 - d. document the reason for return or rejection of any referral for any reason upon closing and returning the referral; and
 - e. enter such information as is required for the state case registry pursuant to section 454.412 RSMo.
- 3.2.5 The PA's personnel shall attend all training courses identified mandatory training by the Department.
- 3.2.6 The PA must retain and monitor all referrals accepted, for enforcement of existing orders, for a period of not less than three (3) months after initial judicial action is completed in cases where the obligor has complied with the court's order for three (3) consecutive months.

- a. Referrals must be retained and monitored for a period of not less than six (6) months after initial judicial action is completed for all other cases to ensure compliance with the court's order or other agreement entered into between the contractor and obligor.
 - b. Referrals may be ended and returned in cases where it is known that the obligor cannot make payments as ordered due to incarceration, disability, or in cases that are dismissed by the court.
- 3.2.7 The PA shall return referrals to the Department only when there is lack of jurisdiction, a conflict of interest exists, no reasonable legal remedy is available, the referral packet is incomplete and the Department fails to provide necessary information requested by the contractor within fourteen (14) calendar days, or in other extenuating circumstances upon mutual agreement between the Department and the contractor.
- a. Referrals must be returned within fifteen (15) calendar days of request of the Department.
- 3.2.8 The PA shall have the same authority as referenced in the child support policy procedural manual as Department personnel to forgive or reduce unreimbursed assistance paid by the Department prior to the entry of an order for child support. The contractor shall not have the authority to forgive or reduce post-judgment principal or arrearages assigned to the Department, or judgments or arrearages due to the family.
- 3.2.9 The PA shall petition for a judgment against the non-custodial parent in all actions that include declaration of paternity for the cost of genetic testing paid directly or indirectly by the Department. Judgments for genetic testing must reflect that payment is made to:
- FSD Genetic Testing Unit
P.O. Box 2320
Jefferson City MO 65102
- 3.2.10 Pursuant to the Supreme Court Rule 88.01, the PA shall apply the child support guidelines in all cases referred by the Department to establish a support obligation. Any deviation from the required MO Form 14, Child Support Calculation Worksheet, must be noted in the child support order; in MACSS; and the information must be forwarded to the Department's office currently designated in MACSS.
- a. The MO Form 14 can be found at:
<http://www.courts.mo.gov/courts/ClerkHandbooksP2RulesOnly.nsf/c0c6ffa99df4993f86256ba50057dcb8/238f8cbb7556e91186256ca6005213c4?OpenDocument#Untitled%20Section>.
- 3.2.11 The PA shall review its "Referral Checklist" at least once per year by December 31st on the Department's intranet site (<http://10.60.16.82/fsd/training/CSE/PA/LegalReferralReq/index.htm>). Any and all changes that need to be made shall be coordinated through the Department's Prosecuting Attorney MACSS Liaison.
- 3.2.12 The PA shall not represent any interested party other than the Department in any matter referred to the contractor.
- 3.2.13 Pursuant to section 568.040 RSMo, the contractor shall report to the Department on a quarterly basis (April 15th, July 15th, October 15th, and January 15th) the number of charges filed and convictions obtained. The PA must submit the report in the format and manner specified by the Department.
- a. For purposes of this cooperative agreement, the term "conviction" is defined as a guilty plea or a conviction.
- 3.3 **Circuit Clerk (Clerk) Responsibilities**
- 3.3.1 The Clerk shall utilize MACSS:
- a. to the extent required by Chapters 452 and 454 RSMo, on all child support and/or spousal support cases; and
 - b. pursuant to section 454.412 RSMo, to enter such information as is required for the state case registry.

- 3.3.2 The Clerk shall provide the Missouri Department of Health and Senior Services, Bureau of Vital Records, with certified copies of all orders establishing paternity in accordance with section 454.485 RSMo within ten (10) business days of the filing date of the order.
- 3.3.3 The Clerk shall comply with 45 CFR 304.50 for the treatment of program income in such a manner that the Department meets its state plan requirements for the federal Office of Child Support Enforcement (OCSE).
- 3.3.4 The Clerk shall not charge any fees to the Department, or any attorney bringing action pursuant to a referral by the Department, for requests of copies, filing of any action or document necessary to establish paternity, or to establish, modify or enforce a child support obligation. (§454.445 RSMo) All requests must be completed within ten (10) calendar days.
- 3.4 **Department Responsibilities:**
- 3.4.1 The Department will refer appropriate IV-D cases to the contractor for establishment, enforcement, modification or outgoing cases pursuant to the Uniform Interstate Family Support Act (UIFSA).
- 3.4.2 The Department will review MACSS and www.courts.mo.gov/casenet for case information before making a status inquiry to the contractor.
- 3.4.3 Pursuant to section 454.440 RSMo, the Department will provide federal and state parent locator services to the contractor.
- 3.4.4 Upon filing with the Secretary of State, the Department will notify the contractor of any proposed rule or regulation impacting the child support enforcement program, pursuant to section 454.400 RSMo.
- 3.4.5 The Department, with the assistance of the state's Information Technology Services Division (ITSD), will provide the following services:
- a. Installation and problem resolution assistance for personal communication software;
 - b. Problem resolution assistance for MACSS-related printing problems;
 - c. Problem resolution assistance for Outlook e-mail as it relates to communication with the Department on child support activities; and
 - d. Microsoft Office application assistance related to child support business.
- 3.4.6 The Department, with the assistance of ITSD, will provide user ID's and passwords for the contractor's staff, assigned to carry out the requirements stated herein, within five (5) business days of receipt of the request. Request must be submitted through the Department's online security access unit.
- 3.4.7 The Department will notify the contractor, or their designee the following information:
- a. Key personnel changes at the Department;
 - b. Statewide statistical data;
 - c. Annual federal audit compliance reports;
 - d. MACSS changes;
 - e. Policy(s) issued; and
 - f. All program-related information distributed to Department supervisors or managers.
- 3.5 **Fiscal Requirements**
- 3.5.1 The contractor shall appropriate a sufficient amount of funds in accordance with the performance standards required pursuant to 13 CSR 30-2.010.
- 3.5.2 The contractor shall ensure that the only federal funds certified for use under this contract are federal revenue sharing funds available for this purpose.
- 3.5.3 Beginning with the calendar year 2015 and every odd year thereafter, the contractor may submit a cost allocation plan, which includes a proposed indirect cost rate, no later than six (6) months before year end.
- 3.5.4 Pursuant to 13 CSR 30-9.010(4), the contractor shall submit an annual budget request on or before July 1st of each year to the Department for approval. Annual electronic budget forms and formula calculations will

be provided to the contractor no later than May 1st each contract period. The contractor shall utilize the new annual budget form in preparation of the annual budget.

- a. The contractor shall have fifteen (15) calendar days to provide comments on the proposed formula calculations.
- b. The contractor shall send any comments to their representative at Missouri Office of Prosecution Services (MOPS) and/or Missouri Association of Prosecuting Attorneys (MAPA) and shall immediately send a copy of the comments to the Department's County Reimbursement Manager. The MOPS and/or MAPA representative shall have an opportunity to discuss the final formula calculations with the Department before final application of the formula is made to the budgets of the counties.
- c. Pursuant to Department Policy 4-100, the contractor's administrative fee (i.e. indirect costs) may not exceed eight percent (8%) of total contract amount. (<http://dssweb/dpl/adman/POLICIES/4-100.pdf>).
- d. The annual budget request must be submitted via e-mail to the Department's County Reimbursement Manager.

- 3.5.5 Pursuant to section 454.405 RSMo, the contractor shall furnish office space and other administrative requirements. The contractor must receive prior written approval from the Department for any office space leased from the private sector. Space obtained from the private sector shall be acquired in accordance with sections 105.454, and 50.660 RSMo, and 13 CSR 40-3.010(5)(A).
- 3.5.6 The contractor shall receive prior written approval from the Department for purchases of equipment with an initial cost of twenty-five hundred dollars (\$2,500) or more which are necessary for fulfillment of the contract requirements in accordance with 13 CSR 40-3.010.
- 3.5.7 Pursuant to 13 CSR 40-3.010, the contractor shall receive prior written approval from the Department for out-of-state travel for performance of reimbursable child support activities, and shall abide by the same expenditure reimbursement limitations as the Department imposes on its personnel.
- 3.5.8 The contractor may request reimbursement for in-state trainings that are determined to be sufficiently program-related. Approved reimbursement will be paid at the current Federal Financial Participation (FFP) rate.
- 3.5.9 Allowable costs for travel and per diem will be reimbursed at rates as defined by State of Missouri Travel Regulations <http://www.oa.mo.gov/acct/>.

3.6 **Audits:**

- 3.6.1 The Department reserves the right to complete audits to determine the reliability of data provided by the contractor for data used to compute federal IV-D performance measures and other performance measures outlined in this contract.
- 3.6.2 The audits may include, but are not limited to, on-site audits of hardcopy or electronic case records and data entered into MACSS.
- 3.6.3 The contractor shall maintain individual case records adequate to permit evaluation of the progress of each case. Such case records shall be in accordance with 45 CFR 302.15 and 303.2 and shall include, at a minimum, the following:
- a. Original referral documentation
 - b. Record of all contacts with parties to the action; and
 - c. Record of all legal action.
- 3.6.4 The contractor shall provide, to the Department, copies of all notices and reports as described herein of any audit performed by another entity to the following address:

Department of Social Services, Family Support Division
County Reimbursement Unit
615 East 13th Street, Room 204-2
Kansas City, MO 64106

- 3.6.5 The Department may conduct annual financial audits to determine whether funds received by the contractor were used in accordance with the requirements stated herein, state law and federal regulations governing authorized IV-D expenditures.
- 3.6.6 The contractor shall make available all appropriate financial records to the authorizing representatives conducting the inspection and audit.
- 3.6.7 Reimbursements to the contractor shall, in all cases, be subject to an adjustment after a financial audit as follows:
- a. If the Department reimbursed the contractor in a previous budget year an amount greater than allowed, then the Department may reduce the contractor's budget in the following budget year after providing thirty (30) days written notice to the contractor of its intent to do so.
 - b. A reduction to the contractor's budget as a result of an adjustment pursuant to an audit finding shall be treated as a one-time reduction and not an automatic permanent reduction of the contractor's budget for future budget amount projections.
 - c. The contractor shall submit a written reimbursement request and statement of explanation, when requesting an amount in excess of the approved budget amount. The Department must provide a written determination to the contractor within thirty (30) days of receipt of the statement of explanation.

3.7 Monitoring and Compliance:

- 3.7.1 The Department reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the Department determines the contractor to be at high-risk for non-compliance, the Department shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but are not limited to, those conditions specified below:
- a. Requiring additional, more detailed financial reports or other documentation;
 - b. Additional contract monitoring;
 - c. Requiring the contractor to obtain technical or management assistance; and/or
 - d. Establishing additional prior approvals from the department.
- 3.7.2 The contractor's performance will be measured in accordance to 13 CSR 30-2.010 for cases referred from the Department for legal action to be taken. Compliance reviews shall be conducted solely on the case information contained in MACSS.
- 3.7.3 **Prosecuting Attorney Compliance:** Pursuant to 13 CSR 30-2.010, the Department will take the following actions should the Prosecuting Attorney fail to comply with the performance requirements as stated herein:
- a. The Department will send written notice to the Prosecuting Attorney identifying non-compliance with policies and procedures, requirements, or regulations for the safeguarding of federal tax information, performance measures, data reliability or program compliance audits.
 - b. The Prosecuting Attorney must submit, within thirty (30) calendar days, a written corrective action plan to the Department for approval. The corrective action plan must contain specific actions and timeframes to bring the Prosecuting Attorney back into compliance.
 - 1) The Department reserves the right to terminate the contract should the Prosecuting Attorney fail to submit and implement an approved corrective action plan or fail to achieve compliance with the terms and conditions stated herein.
 - c. The Prosecuting Attorney shall attend necessary and required training when determined to be non-compliant with program performance standards.

3.8 Federal Tax Information:

3.8.1 The contractor shall comply with the federal tax information requirements stated in the Assurance of Safeguarding IRS/SSA Restrictions/Penalties (**Exhibit # 4**) document attached hereto. In addition, the contractor shall:

- a. require all new hire and tenured personnel to certify and complete the Department's security policy and IRS penalties for unauthorized disclosure of federal tax information. The training can be located at: (<http://10.60.16.57//DisclosureForm/>);
- b. complete and print the electronic *Internal Inspections Report* annually ([http://10.60.16.57/InspectionReport/\(S\(155vjuii35i14vsdm54apjma\)\)/default.aspx](http://10.60.16.57/InspectionReport/(S(155vjuii35i14vsdm54apjma))/default.aspx)) and retain for five (5) years;
- c. not send or receive any federal tax information by electronic mail (e-mail) or facsimile;
- d. not disclose or release any form of protected federal tax information to any attorney representing a non-custodial parent in the referred case under the contractor's control;
- e. provide a visitor access log that must not contain personal identification information (i.e. social security number, case number, or other personal identifying information) that may be viewable by other visitors; provide all visitors with visitor badges; and all visitors must be accompanied by contractor personnel at all times;
- f. only provide key/combination locks to authorized personnel that have a need to access federal tax information; maintain key/combination accountability records; change key/combination locks when authorized personnel changes occur or at a minimum annually; and
- g. immediately report an unauthorized inspection or disclosure of federal tax information via e-mail or hardcopy, including breaches and security incidents, to the compliance coordinator or designee. Currently the compliance coordinator can be contacted at gary.h.hinzpeter@dss.mo.gov.

4 General Contractual Requirements

4.1 General:

4.1.1 The contract shall consist of any and all of the following documents, as applicable:

- a. an original contract document; and
- b. any subsequent amendments to the contract.

4.1.2 This contract shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the contracted services provided to clients of the Department by the contractor.

- a. 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.

4.1.3 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract.

4.1.4 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.

4.1.5 This 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 supplies and/or services purchased or procured by the contractor in the fulfillment of the contract.

4.1.6 The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 45 CFR Part 76) are not suspended or debarred from contracting with the federal government.

- a. In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.
- b. Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.

4.1.7 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.

4.2 Amendment, Termination and Renewal:

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

4.2.2 Funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.

- a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
- b. In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
- c. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.

- 4.2.3 Any change, whether by modification and/or supplementation, shall be accomplished by a formal, written contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract shall not be enforceable.
- 4.2.4 The Department shall have the right, at its sole option, to renew the contract by written notice to the contractor. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.
- 4.2.5 The contract may be terminated by either party, with or without cause, by giving sixty (60) days advance written notice to the other party at its principal address. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its cases before the end of the sixty (60) day period, if applicable.
- 4.2.6 **Breach:** The Department may terminate the contract for breach of contract by providing the contractor with written notice of termination.
- a. The termination shall become effective on the date specified in the notice.
 - b. At its sole discretion, the Department may give the contractor an opportunity to cure the breach.
 - c. The Department shall not be required to pay for services rendered or goods provided after the effective date of the termination of the contract.
- 4.2.7 Any written notice to the contractor shall be deemed sufficient when deposited in the United States Postal Service mail postage prepaid, transmitted by facsimile, electronic mail, or otherwise delivered to an authorized employee of the contractor or the contractor's principal place of business.
- 4.2.8 In the event of termination all case records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor as a direct requirement specified in the contract shall become the property of the Department.
- a. Upon termination of the contract, the contractor shall maintain, store, transfer, dispose and provide for the authorized release of all case records, documentation, data, reports, supplies, equipment and accomplishments developed by the contractor as a requirement of the contract, as directed by the Department. The contractor shall not destroy or dispose of any such information without prior, written permission of the Department.
 - b. Upon termination of the contract the Department shall have access to all case records pertaining to the performance of the contract and, as requested by the Department, the contractor shall make available to the Department all case records and documents prepared or developed as a result of the contract.
- 4.2.9 **Transition of Services:** Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request, or other such time as directed by the Department.
 - b. The contractor shall continue to provide any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
 - c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.

4.3 Subcontracting:

- 4.3.1 The contractor may subcontract for the services/products required herein only with prior written approval from the Department.
- 4.3.2 The utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services required herein.
- 4.3.3 Any subcontracts for the services/products described herein shall be in writing and shall include any and all provisions and contractual obligations, including all requirements of the contract's General Contractual Requirements, that are necessary to ensure the successful fulfillment of all obligations under the contract that are performed by a subcontractor.
- 4.3.4 Any subcontracts must ensure that the Department and the State of Missouri is indemnified, saved and, held harmless from and against any and all claims of damage, loss, and costs (including attorney fees and litigation expenses) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- 4.3.5 The contractor shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

4.4 Conflict of Interest:

- 4.4.1 The contractor certifies that the contractor has no other contractual or other relationships which create any actual or appearance of conflict of interest. During the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which would create such a conflict.
 - a. In the event the contractor becomes aware of any circumstances that may create a conflict of interest the contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.
 - b. The contractor shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Department in writing within seven (7) business days after the conflict or appearance of a conflict is discovered.
 - c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:
 - 1) exercising any or all of the Department's rights and remedies under the contract, up to and including terminating the contract with or without cause; or
 - 2) directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or
 - 3) taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.
- 4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. The contractor further agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 4.4.3 The contractor certifies that:
 - a. no State of Missouri employee assisted the contractor in obtaining this contract or will participate in the performance of this contract if such involvement constitutes a conflict of interest;

- b. no State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and
- c. before any State of Missouri employee may be involved in the performance of this contract written approval shall be obtained from the director of the Department.

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

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

4.4.6 The contractor shall represent itself as an independent contractor offering such services to the general public and shall not represent itself, its employees, or its subcontractor's, as employees of the Department or the State of Missouri.

4.5 **Business Compliance:**

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

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

- a. The contractor shall notify the Department if the contractor's license(s) and/or certification(s) have or may be terminated, terminated, modified or qualified within seven (7) business days.
- b. The contractor shall notify the Department within seven (7) business days if the contractor becomes aware that the contractor or its agents, officers or employees are under any investigation by law enforcement governmental agency or other entity with authority to investigate, revoke, suspend or take action against any license or certification that the contractor, its agents employees or officers, may have to conduct business.

4.5.3 If required by state law, the contractor shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.

4.5.4 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

4.6 **Personnel and Staffing:**

4.6.1 The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.

4.6.2 The contract is predicated, in part, on the utilization of the specific resources, individuals and/or personnel qualifications as identified and/or described in the contractor's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the contractor shall only utilize personnel and/or individuals in the performance of this contract who meet specific qualifications required for services to be provided.

- a. No substitution of personnel shall be made by the contractor without written approval of the Department and such substitutions made pursuant to this paragraph shall be equal to or better than those originally proposed, offered, identified or required.

4.6.3 The contractor shall only utilize personnel including those of any subcontractor(s), who are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract, and shall provide documentation of such licensure or certification upon request.

4.7 Federal Funds Requirements:

- 4.7.1 The contract may involve the expenditure of federal funds. Therefore, for any federal funds used, the contractor shall comply with the requirements listed in the following subparagraphs.
- 4.7.2 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L.104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the Department each contract year, if applicable. The contractor shall return to the Department any funds disallowed in an audit of the contract.
- a. If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 4.7.3 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 Part 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110); and
- b. Cost Principles: 2 CFR Part 225, State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR Part 31, For-Profit Organizations; 45 CFR Part 74, Appendix E - Hospitals.
- 4.7.4 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 without the prior approval of the Department. Any statements, press releases, and other documents issued with Department approval must clearly state the following, as provided by the Department:
- 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.
- 4.7.5 The contractor shall comply with 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. § 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.
- 4.8 Financial Requirements:**
- 4.8.1 The availability of funding for this contract shall be determined solely by the Department and such determination shall be final and without recourse by the contractor.
- 4.8.2 Payments due under the terms of the contract shall be made by the Department upon receipt of a properly itemized invoice, as set forth herein.
- a. The contractor shall submit their invoices in a timely fashion and no later than the time period specified in § 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.

4.9 Contractor Liability:

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

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

4.9.2 The contractor shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

4.10 Insurance:

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

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

4.10.3 Proof of insurance coverage shall be submitted to the Department as requested. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable.

4.11 Human Rights:

4.11.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include, but are not limited to:

- 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. § 206 (d));
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
- g. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
- h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- i. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);

- j. Missouri Governor's E.O. #05-30; and
 - k. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided under the contract.
- 4.11.2 If the contractor uses any funds of this contract in a subcontract, then the contractor shall require such a subcontractor to comply with the applicable human rights clauses above.
- 4.11.3 The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the contractor.
- 4.12 **Recordkeeping and Reporting Requirements:**
- 4.12.1 The contractor shall submit itemized reports, records and information at the request of the Department.
- 4.12.2 The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP).
- 4.12.3 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under this contract. The contractor shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The contractor shall immediately notify the Department of any cash flow issues where the contractor's obligations required under this agreement would be in jeopardy.
- 4.12.4 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.
- 4.12.5 The contractor shall provide the Department with access to its clients and client records without limitation. If access is denied or limited, the Department reserves the right to terminate payment from the day access is denied or limited.
- 4.12.6 The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five year (5) limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.
- 4.12.7 The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address, Executive Director, or change in ownership and/or control of the contractor's organization.
- 4.12.8 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor shall notify the Department immediately. Upon learning of any such actions the Department reserves the right, at its sole discretion, to either cancel or affirm the contract and hold the contractor responsible for damages, to the extent authorized by law.

4.13 Confidentiality:

- 4.13.1 The parties shall agree and understand that all discussions between the parties and all information gained by the parties as a result of the performance under the agreement shall be confidential and that no reports, documentation, or material prepared as required by the agreement shall be released to the public without the prior written consent of each party, unless such disclosure is required by law.
- 4.13.2 If required, each party and any required personnel of each party must sign specific documents regarding confidentiality security, or other similar documents upon request.

4.14 Notification Requirements:

- 4.14.1 The contractor shall immediately notify the Department, in accordance with guidelines established by the Department, when there is a death of a custodial parent, non-custodial parent, and/or child.
- 4.14.2 The contractor shall immediately notify the Department, in writing, if the contractor becomes aware of any circumstances which may render the contractor unable to perform any of its obligations under the contract.
 - a. The Department shall have the right, at any time, to require the contractor to provide written assurances that it can meet its obligations under the contract and to provide satisfactory documentation to support its assurances. If the contractor is unable to provide adequate assurances that it will be able to perform its obligations under this contract, the Department shall have the right to exercise any of its remedies under this contract or under law.

4.15 Miscellaneous:

- 4.15.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.15.2 The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
- 4.15.3 The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
- 4.15.4 The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.
- 4.15.5 The contractor shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that any and all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor shall make documentation of such compliance and any such license immediately available upon request by the Department.

5 Payments to the Contractor

- 5.1 Funds available for the use in this program are limited to monies received from the United States Department of Health and Human Services (DHHS) for the purpose of operating the Missouri State Plan for Child Support under Title IV-D of the Social Security Act. Funds are further limited by appropriation of general revenue funds and/or the Child Support Enforcement Collections (CSEC) fund by the Missouri General Assembly.
- 5.2 Pursuant to state and federal law and regulations (13 CSR 40-3.010 and 45 CFR 304.21), the Department may reimburse the contractor, at the applicable rate of expenditures incurred, from any or all of the following funds: federal; general revenue; and/or Child Support Enforcement Collections (CSEC).
- 5.3 The Department will allocate funding for services on an annual basis and shall provide notification to the contractor of the allocation amount.
- 5.4 The contractor shall be reimbursed for actual, allowable costs incurred for services provided pursuant to the agreement, in accordance with the budget approved by the Department.

- a. Any costs incurred for the use or purchase of services, equipment or automated system equipment is not eligible for federal financial participation if, in the sole opinion of the Department, such equipment duplicates services provided by MACSS.
- 5.5 No other payments or reimbursements shall be made to the contractor other than those specified above.
- 5.6 The contractor shall invoice the Department within ninety (90) calendar days after the last day of the month in which services are claimed.
 - a. The contractor shall submit its invoices to:
Family Support Division – Child Support
County Reimbursement Unit
615 E. 13th Street, Room 204-2
Kansas City, MO 64106-2829
 - b. Each invoice shall have a unique identifier as an invoice number. Invoice numbers must not be duplicated in the same fiscal year.
- 5.7 Failure of the contractor to submit required reports when due, may result in withholding or rejection of payment under the contract. The Department shall reject payment due to the contractor's failure to perform or deliver the required work or services.
- 5.8 The Department, at its sole discretion, may:
 - a. audit all invoices, in a manner determined by the Department;
 - b. reject any invoice for good cause;
 - c. make invoice corrections and/or changes with appropriate notification to the contractor;
 - d. deduct from an invoice any overpayment made by the Department; and
 - e. recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.
- 5.9 The contractor shall understand and agree that the Department reserves the right to make payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor should return a completed State Vendor ACH/EFT Application. The State Vendor ACH/EFT Application can be downloaded from the internet at:
<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>.

Attachment A –IV-D County Additional Requirements

A. Level A County

- A.1 In the event the County is designated as a Level A County, the County shall comply with the additional following requirements.
- A.2 **Prosecuting Attorney's (PA) Office Level A Responsibilities**
- A.2.1 The PA shall provide the following IV-D services on cases they have the sole responsibility for:
- a. Establishing paternity;
 - b. Establishing and modifying child support obligations;
 - c. Enforcing child, spousal and medical support obligations;
 - 1) The PA shall provide support enforcement services to individuals pursuant to 45 CFR 302.31 and 45 CFR 302.33.
 - 2) The PA shall secure, establish, and enforce medical support obligations pursuant to 45 CFR 303.30, 45 CFR 303.32, 454.600 through 454.700, RSMo, and procedures established by the Department.
 - d. Cooperating with other states, tribes, and countries where there is a Federal Reciprocating Agreement or a bilateral agreement;
 - e. Conducting manual location activities, as needed, to supplement the automated system's location activities; and
 - f. For cases requiring or requesting a review and adjustment, utilizing procedures established by the Department and in accordance with 452.370, 454.400, 454.498 and 454.500, RSMo.
- A.2.2 The PA shall be in full compliance with federal audit requirements and established Departmental procedures as set forth in the procedural and forms manuals and the Missouri Automated Child Support System (MACSS) Quick Reference Guide when providing the services stated herein.
- a. The Child Support Procedural Manual can be located at:
<http://dssweb/fsd/csepolicy/manpolicydocs/index.htm>.
 - b. The Missouri Automated Child Support System (MACSS) Quick Reference Guide can be located at:
<http://dssweb/fsd/training/CSE/MACSSORG/index.html>.
- A.2.3 The PA's office managers shall attend all scheduled meetings for Department managers, when notified by the Department.
- A.3 **Department Level A Responsibilities**
- A.3.1 The Department will measure the contractor's performance based on federal performance measures in accordance with 45 CFR 305.2, and by utilizing data from MACSS or the managed reporting program (http://ssrvfocp/ibi_apps/login/mr/mr_login.jsp).

B. Level B County

- B.1 In the event the County is designated as a Level B County, the County shall comply with the additional following requirements.
- B.2 **Definitions**
- B.2.1 Jackson County Family Support Division cases: Cases for support collection or paternity determination services under Title IV-D of the Social Security Act wherein the applicant is a resident of Jackson County or which would otherwise be assigned to the Kansas City offices of the Family Support Division under existing practice and procedures, except for Jackson County Prosecuting Attorney cases.
- B.2.2 Jackson County Prosecuting Attorney cases: Cases for support collection or paternity determination services under Title IV-D of the Social Security Act where in the applicant is a Jackson County resident who as Head of Household has never received and is not receiving either cash or non-cash benefits or assistance under Title IV-A or XIX of the Social Security Act nor has a prior companion Temporary Assistance for Needy Families (TANF) case as a result of prior IV-A eligibility on the part of the applicant or involved family.

B.3 Prosecuting Attorney's (PA) Office Level B Responsibilities

- B.3.1 The PA shall provide the following IV-D services on cases they have the sole responsibility for:
 - a. Establishing paternity;
 - b. Establishing and modifying child support obligations;
 - c. Enforcing child, spousal and medical support obligations;
 - 1) The PA shall provide support enforcement services to individuals pursuant to 45 CFR 302.31 and 45 CFR 302.33.
 - 2) The PA shall secure, establish, and enforce medical support obligations pursuant to 45 CFR 303.30, 45 CFR 303.32, 454.600 through 454.700, RSMo, and procedures established by the Department.
 - d. Cooperating with other states, tribes, and countries where there is a Federal Reciprocating Agreement or a bilateral agreement;
 - e. Conducting manual location activities as needed to supplement the automated system's location activities; and
 - f. For cases requiring or requesting a review and adjustment, utilizing procedures established by the Department and in accordance with 452.370, 454.400, 454.498 and 454.500, RSMo.
- B.3.2 The PA shall use all applicable means including, but not limited to, withholding of unemployment compensation benefits, certification for federal income tax interception, immediate income withholding, administrative process, state income tax withholding, liens against real and personal property, posting of bonds, reporting to consumer reporting agencies, and placing liens on worker's compensation benefits.
- B.3.3 The PA shall be in full compliance with federal audit requirements and established Departmental procedures as set forth in the procedural and forms manuals and the Missouri Automated Child Support System (MACSS) Quick Reference Guide when providing the services stated herein.
 - a. The Child Support Procedural Manual can be located at: <http://dssweb/fsd/csepolicy/manpolicydocs/index.htm>.
 - b. The Missouri Automated Child Support System (MACSS) Quick Reference Guide can be located at: <http://dssweb/fsd/training/CSE/MACSSORG/index.html>.
- B.3.4 With regard to Jackson County Prosecuting Attorney cases, the Department will, within five (5) working days of receipt of the application of services, forward the application to the PA. In accordance with 45 CFR 303.2, the PA shall be responsible for further requirements and all other case responsibility as set forth herein.

B.4 Department Level B Responsibilities

- B.4.1 The Department will measure the contractor's performance based on federal performance measures in accordance with 45 CFR 305.2, and by utilizing data from MACSS or the managed reporting program (http://ssrvfocp/ibi_apps/login/mr/mr_login.jsp).

C. Level C County

- C.1 In the event the County is designated as a Level C County, there are no additional requirements.

D. Multi-County Project

- D.1 In the event the County is designated/identified as a participant in a Multi-County Project (Project), the County shall comply with the additional following requirements, as applicable.
- D.2 **Project Participants:** The Project shall consist of the counties listed in the table below. The county labeled with an asterisk (*) shall be designated as the "Host" County for the Project.

D.3 Project Collaboration

D.3.1 The contractor shall collaborate with other Project Participants, as required, to ensure successful delivery of child support enforcement services.

D.4 Host County Responsibilities

D.4.1 The Host County shall serve as the lead entity for the Project.

D.4.2 The Host County shall establish and identify an office for the primary location for the Project.

D.4.3 The Host County shall employ Assistant Prosecuting Attorney(s) and support staff for the purpose of fulfilling the requirements of this contract.

- a. The personnel required above shall spend one hundred percent (100%) of the time working on child support enforcement activities.
- b. The Host County shall take the necessary steps, as required by law, to appoint/commission the individuals hired as assistant prosecuting attorneys for each of the counties participating in the Project, thereby conferring on the assistant prosecuting attorneys all of the authority, duties and responsibilities of said office for each county participating in the Project.

- 1) The Host County may limit said commission to child support services at the option of each participating county.

D.4.4 The Host County shall appropriate sufficient funds to compensate required personnel and to provide for the investigation and litigation of cases referred to the Project.

D.5 Reimbursements to the Host County

D.5.1 The contractor (non-host county) shall reimburse the Host County for the non-host county's share of expenditures made to fulfill the requirements of the Project.

D.5.2 The contractor (non-host county) shall reimburse the Host County in accordance with the applicable percentage share listed in the table below.

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

Business Entity Certification:

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

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.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 _____ (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Social Services with all documentation required in Box B of this exhibit.

 County Commissioner/Executive Name
 (Please Print)

 County Commissioner/Executive 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 Jackson County (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Michael D. Sanders
County Commissioner/Executive Business Entity
Representative's Name (Please Print)


County Commissioner/Executive Business
Entity Representative's Signature

Jackson County
Business Entity Name

12/02/13
Date

c/o rneal@jacksongov.org
E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.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 contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

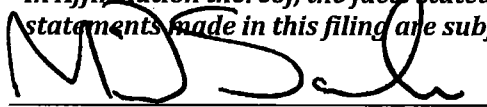
Exhibit # 1 (continued)

Affidavit of Work Authorization

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

Comes now Michael D. Sanders (Name of Business Entity Authorized Representative) as County Executive (Position/Title) first being duly sworn on my oath, affirm Jackson County (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 Jackson County (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.)


County Commissioner/Executive Signature

Michael D. Sanders
Printed Name

County Executive
Title

12/02/13
Date

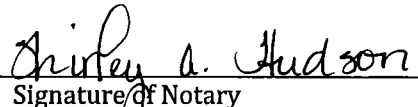
c/o rneal@jacksongov.org
E-Mail Address

446000524
E-Verify Company ID Number

Subscribed and sworn to before me this 2 (DAY) of 12/2013 (MONTH, YEAR). I am commissioned as a

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

Missouri (NAME OF STATE) and my commission expires on 02/23/16 (DATE).


Signature of Notary

12/02/13
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 contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

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

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

Date of Previous E-Verify Documentation Submission: _____

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

County Commissioner/Executive Business Entity Representative's Name (Please Print)

County Commissioner/Executive 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



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 208144

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer: Jackson County	
Randy R Reyes	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	04/22/2009
Signature	Date
Department of Homeland Security - Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	04/22/2009
Signature	Date

Company ID Number: 208144

Information Required for the E-Verify Program

Information relating to your Company

Company Name: Jackson County

Company Facility Address: 415 E 12th St

Kansas City, MO 64106

Company Alternate Address:

County or Parish: JACKSON

Employer Identification

Number: 246000524

North American Industry Classification Systems

Code: 92

Parent Company:

Number of Employees: 1,000 to 2,499

Number of Sites Verified:

(Of 1)

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

site(s)

Company ID Number: 208144

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Aquila B Westley	Fax Number:	(816) 881-3474
Telephone Number:	(816) 881-3158		
E-mail Address:	awestley@jacksongov.org		
Name:	Felicia M Johnson	Fax Number:	(816) 881-3474
Telephone Number:	(816) 881-3205		
E-mail Address:	fjohnson@jacksongov.org		
Name:	Randy R Reyes	Fax Number:	(816) 881-3474
Telephone Number:	(816) 881-3200		
E-mail Address:	rreyes@jacksongov.org		
Name:	Rochelle D Neal	Fax Number:	(816) 881-3474
Telephone Number:	(816) 881-3202		
E-mail Address:	rneal@jacksongov.org		
Name:	Vivian M Denton	Fax Number:	(816) 881-3474
Telephone Number:	(816) 881-3139		
E-mail Address:	vdenton@jacksongov.org		

Exhibit # 2 - 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 below)

- (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.

Michael D. Sanders, County Executive

Name and Title of County Commissioner/Executive



County Commissioner/Executive Signature

12/02/13

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.

Exhibit # 3: Federal Funding Accountability and Transparency Act (FFATA) Data Form

**See instructions for additional information*

Legal Business Name of Entity		Jackson County Prosecutor's Office			
Doing Business As (if different)		Family Support Division			
Street Address		324 East 11th St. -Suite 1100			
City	Kansas City	State	MO	Zip Code + 4*	64106-2421
DUNS Number*		020741896			
Parent Organization's DUNS Number*		073134868			
Principal Place of Performance*		N/A			
Contact Person's Name / Title		Melissa Mauer-Smith/Director			
Contact Person Phone Number		816-881-3488			
Contact Person E-Mail		MMauer-Smith@jacksongov.org			

Executive Compensation Information*

**Complete this section if required. See instructions for additional information before completing.*

List the organization's top five most highly compensated executives for the preceding contractor fiscal year.

Name	Amount
1.	
2.	
3.	
4.	
5.	

Certification:

I attest the facts stated above are true and correct.

I understand the information provided will be reported by the Department of Social Services to the FFATA Subaward Reporting System (FSRS) and the information will be accessible to the public.



County Commissioner/Executive Signature

Michael D. Sanders

Printed Name

County Executive

Title

12/02/13

Date

Instructions for Completing the FFATA Data Form

Zip Code + 4

This is the four digit zip code extension available at <http://zip4.usps.com/zip4/welcome.jsp>

DUNS Number

Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine digit identification number, for each physical location of your business.

DUNS Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants. See <http://fedgov.dnb.com/webform>

Parent Organization's DUNS Number

Complete if applicable. This is typically used by large organizations with multiple facilities in several locations. The parent organization's number is number assigned to the headquarters for the operation.

Principal Place of Performance

Complete if the primary place of performance is different than the address listed above.

Executive Compensation Information

Review the following questions to determine whether you are required to report executive compensation information.

1. In your preceding completed fiscal year, did your business or organization receive:

oooo. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; and

pppp. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act?

Yes No

Note: If the answer to either Question 1a or 1b is "No", your organization's compensation information is not required. Do not complete the Executive Compensation Information section of the FFATA Data Form.

Note: If the answer to both 1a and 1b is "Yes", proceed to Question 2.

2. Does the public have access to the information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 [15 U.S.C. 78M(a), 78o(d)] or section 6104 of the Internal Revenue Code of 1986? *(To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission's total compensation filings at <http://www.sec.gov/answers/execomp.htm>*

Yes No

Note: If the answer to Question # 2 is "Yes", your organization's executive compensation information is not required.

Note: If the answer to Question #2 is "No", you are required to complete the Executive Compensation Information section of the FFATA Data Form.

Definitions

"Executive" means officers, managing partners, or any other employees in management positions.

"Total compensation" means the cash and non-cash dollar value earned by the executives during the preceding fiscal year and includes items such as salary, bonuses, stock awards, incentive plans, pension plans, deferred compensation, etc.

Additional information about reporting compensation is available at:

[https://www.fsr.gov/documents/OMB Guidance on FFATA Subaward and Executive Compensation Reporting_08272010.pdf](https://www.fsr.gov/documents/OMB%20Guidance%20on%20FFATA%20Subaward%20and%20Executive%20Compensation%20Reporting_08272010.pdf)

Exhibit # 4 – Assurance for Safeguarding IRS/SSA Restrictions/Penalties

1. PERFORMANCE

- 1.1 In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- a. All work will be performed under the supervision of the contractor or the contractor's responsible employees.
 - b. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
 - c. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
 - d. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
 - e. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
 - f. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

2. CRIMINAL/CIVIL SANCTIONS

- 2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than the \$1,000 with respect to each instance of unauthorized disclosure.
- a. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
- 2.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- 2.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213 and 7213A (see Exhibit 6, IRC Sec. 7431 *Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, IRC Sec. 7213 *Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

3. INSPECTION

- 3.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

4. CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

4.1 Performance:


- 4.1.1 In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- a. All work will be done under the supervision of the contractor or the contractor's employees.
 - b. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
 - c. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
 - d. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
 - e. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
 - f. All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
 - g. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
 - h. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
 - i. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

4.2 **Criminal/Civil Sanctions:**

- 4.2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 4.2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- 4.2.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- 4.2.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213 and 7213A (see Exhibit 6, IRC Sec. 7431 *Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, IRC Sec. 7213 *Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

4.3 **Inspection:**

- 4.3.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.


Authorized Signature for the County Prosecuting Attorney

11-27-13
Date