

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute a Program Agreement with the Missouri Department of Health and Senior Services for a summer food service program, with reimbursed costs to be paid to the County.

**RESOLUTION NO. 20136**, April 8, 2019

**INTRODUCED BY** Charlie Franklin, County Legislator

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

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

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

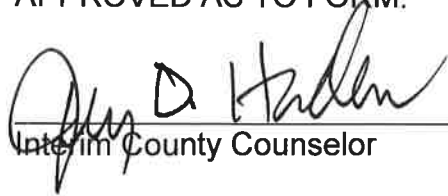
WHEREAS, execution of the attached agreement with the Missouri Department of Health and Senior Services is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

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

**Service Program Inspections Participation Agreement.**

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

APPROVED AS TO FORM:

  
Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20136 of April 8, 2019, was duly passed on April 15, 2019 by the Jackson County Legislature. The votes thereon were as follows:


Yeas 9

Nays 0

Abstaining 0

Absent 0

4-15-19  
Date

  
Mary Jo Spino, Clerk of Legislature



**Missouri Department of Health and Senior Services**

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400

RELAY MISSOURI for Hearing and Speech Impaired: 1-800-735-2466

**R. 20136**

FAX: 573-751-6010

VOICE: 1-866-735-2460



**Eric R. Greitens**  
Governor

**Randall W. Williams, MD, FACOG**  
Director

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization; and
3. Return the contract to:

Bureau of Financial Services, Procurement Unit  
Missouri Department of Health and Senior Services  
P.O. Box 570  
Jefferson City, MO 65102

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact Christine James in the Procurement Unit at (573) 751-6471 or via email at [ProcurementUnit@health.mo.gov](mailto:ProcurementUnit@health.mo.gov) if you have any questions regarding this letter.

Enclosures

[www.health.mo.gov](http://www.health.mo.gov)

Healthy Missourians for life.

The Missouri Department of Health and Senior Services will be the leader in promoting, protecting and partnering for health.

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.



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

1. This participation agreement is entered into by the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). This agreement shall consist of: (1) this participation agreement, (2) Attachment A – Certification, (3) Exhibit 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and (4) the Terms and Conditions, attached hereto. By signing below the Contractor and Department agree to all the terms and conditions set forth in this agreement.
  
2. The purpose of this agreement is to conduct food safety inspections and enforce expeditious correction of priority violations in food preparation and service at Summer Food Service Program (SFSP) meal production and meal service sites.
  
3. This agreement shall be effective May 31, 2019 or the date of the Department’s authorized representative signature, whichever is later through September 15, 2019.
  
4. To the extent that this agreement involves the use, in whole or in part, of federal funds, the signature of the Contractor’s authorized representative on the agreement signature page indicates compliance with the Certifications contained in Attachment A as attached hereto and incorporated by reference as if fully set forth herein.

<b>AGREEMENT NUMBER</b> ERS21919046	<b>VENDOR NUMBER</b> 44600052414	
<b>CONTRACTOR NAME (PLEASE PRINT/TYPE)</b> Jackson County Public Works Planning Environmental Health	<b>DOING BUSINESS AS (DBA) NAME</b>	
<b>NAME OF AUTHORIZED REPRESENTATIVE</b>	<b>PAYMENT MAILING ADDRESS</b>	
<b>FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER</b>	<b>CITY, STATE, ZIP</b>	
<b>TELEPHONE NUMBER</b>	<b>E-MAIL ADDRESS</b>	
<b>SIGNATURE OF CONTRACTOR OR REPRESENTATIVE</b>		<b>DATE</b>
<b>MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF ADMINISTRATION DIRECTOR OR DESIGNEE</b>		<b>DATE</b>

5. The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

5.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>

5.2 Certificate of authority to transact business/certificate of good standing (if applicable)

5.3 Taxes (e.g., city/county/state/federal)

5.4 State and local certifications (e.g., professions/occupations/activities)

5.5 Licenses and permits (e.g., city/county license, sales permits)

5.6 Insurance (e.g., worker's compensation/unemployment compensation)

6. Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Summer Food Service Program

Program Contact: Anne Strobe

Address: 930 Wildwood, PO Box 570, Jefferson City, MO 65102

Phone: 573-751-6090

Email: [BEHS.SUMMERFOOD@health.mo.gov](mailto:BEHS.SUMMERFOOD@health.mo.gov)

7. Training

7.1 The Department will provide regional training in each District prior to the start of the SFSP. The training will present the agreement and its deliverables, inspection requirements and reimbursement requirements.

7.2 The Contractor shall ensure that their staff responsible for conducting inspections attend one of the training opportunities.

8. SFSP Site Notification

8.1 The Bureau of Environmental Health Services (BEHS) will issue SFSP Initial Notifications for all sites that require an inspection. The Contractor may not be reimbursed for inspections completed without a SFSP Initial Notification.

8.2 BEHS will notify the Contractor with SFSP Update Notifications when there are changes to site inspection information.

9. Inspection Sites

9.1 The Contractor shall perform sanitation and food safety inspections at all SFSP sites and associated food service management companies, including schools that prepare food for off-site service locations, as designated by the Department.

9.2 The Contractor shall not perform sanitation and food safety inspections at schools that sponsor SFSP sites, unless the personnel preparing the food is different from those preparing food during the school year. Contractor must obtain written approval from BEHS prior to conducting an inspection at a school when no SFSP Initial Notification is received.

9.3 The Department will not reimburse the Contractor for inspections conducted that do not match the date, day of the week, or time on the SFSP Initial Notification. Contractor must obtain written approval from BEHS prior to conducting an inspection that deviates from the SFSP Initial Notification.

10. Inspection Requirements

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

10.2 The Contractor shall conduct sanitation and food safety inspections that comply as follows:

10.2.1 Within the first half of each SFSP site's dates of operation, as listed in the SFSP Initial Notification;

10.2.2 The start time of the inspection for a central kitchen site (a site where the food is prepared, no serving food to children) must be within two (2) hours prior to service start time listed on the SFSP Initial Notification;

10.2.3 The start time of the inspection for a self-prep site (a site where the food is prepared and served at the same location) must be within two (2) hours prior to service or during service hours;

10.2.4 The start time of the inspection for a vended (a site where the food is served to children, no preparation/cooking of food) site must not exceed thirty (30) minutes prior to the start of service;

10.2.5 The inspection of central kitchens and self-prep sites must be a minimum of thirty (30) minutes and there is no minimum time requirement for vended sites.

## 11. Inspection Reports

11.1 The Contractor shall use the Inspection Report Form E6.39, provided by the Department for inspections and follow-up inspections. The Contractor shall use the Sanitation Observation Form E6.07 or the Inspection Report Form E6.39 for attempted inspections. The Contractor must submit a completed Inspection Report Form or Sanitation Observation Form E6.07 and SFSP Initial Notification or most recent SFSP Update Notification to the Department within two (2) weeks following the date of inspection.

11.1.1 The Contractor shall complete the Inspection Report.

11.1.2 The Contractor shall enter the inspection date, "Time In", and "Time Out" on form.

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

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

## 12. Follow-up Inspections

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

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

12.3 The Department will reimburse Contractors for follow-up inspections, provided they meet the criteria within this agreement.

## 13. Attempted Inspections



- 13.1 If the Contractor attempts to inspect facilities or vended sites that are either no longer operating or have changed their hours of operation. The Contractor must submit to the Department within two (2) weeks following the date of attempted inspection:
  - 13.1.1 A Sanitation Observation Form E6.07, in which the Contractor must clearly note the date and time of the site visit; or
  - 13.1.2 An Inspection Report form completed with the information readily available to the inspector; and
  - 13.1.3 A copy of the applicable SFSP Initial Notification or most recent SFSP Update Notification.
- 13.2 The Contractor can obtain the Inspection Report form and/or Sanitation Observation Form E6.07 at <http://health.mo.gov/warehouse>.
- 14. Approval of Inspections/Submission of Forms
  - 14.1 For initial inspections, the Contractor must submit the complete and legible Inspection Report for each SFSP site within two (2) weeks following the date of inspection.
  - 14.2 For follow-up inspections, the Contractor must submit the complete and legible Inspection Report for each SFSP site within two (2) weeks following the date of inspection.
  - 14.3 For attempted inspections, the Contractor must submit the complete and legible Sanitation Observation Form or Inspection Report form for each SFSP site within two (2) weeks following the date of inspection.
  - 14.4 For all inspections, the Contractor must submit the SFSP Initial Notification or most recent SFSP Update Notification for each SFSP site inspected or attempted inspection.
  - 14.5 If the inspections and forms do not comply with the requirements as set out in this agreement, the Department will not approve the inspections for reimbursement.
  - 14.6 The Contractor shall remit all forms to:

Department of Health and Senior Services  
Bureau of Environmental Health Services  
Attention: SFSP Inspections  
930 Wildwood Drive  
P.O. Box 570  
Jefferson City, MO 65102

- 15. Reimbursement Requirements
  - 15.1 The Department will not reimburse the Contractor for more than **15** initial inspection(s) unless the Contractor receives prior written approval from the Bureau of Environmental Health Services, Department of Health and Senior Services via email to [BEHS.SUMMERFOOD@health.mo.gov](mailto:BEHS.SUMMERFOOD@health.mo.gov).
  - 15.2 The Department will not reimburse the Contractor for any inspections or attempted inspections:
    - 15.2.1 If the Contractor fails to submit the Inspection Report Forms or the Sanitation Observation Form E6.07 to the Department within two (2) weeks following the date of inspection; or
    - 15.2.2 If either the Contractor's Inspection Report Form or the Sanitation Observation Form E6.07 do not meet the criteria as set out in this agreement for approval by the Department.
  - 15.3 Initial Inspections
    - 15.3.1 Central Kitchens and Self-Prep Sites
      - a. The Department will reimburse the Contractor at a fixed rate of **\$125** for each approved initial inspection conducted for central kitchens and self-prep sites that the Contractor conducts within the first half of the site's operation dates.
      - b. The Department will reimburse the Contractor at a fixed rate of **\$75** for each approved initial inspection conducted for central kitchens and self-prep sites that the Contractor conducts after the first half of the site's operation dates but before the last date(s) of the site's operation.
    - 15.3.2 Vended Sites
      - a. The Department will reimburse the Contractor at a fixed rate of **\$80** for each approved initial inspection conducted for vended sites that the Contractor conducts within the first half of the site's operation dates.
      - b. The Department will reimburse the Contractor at a fixed rate of **\$50** for each approved initial inspection conducted for vended sites that the Contractor conducts after the first half of the site's operation dates but before the last date(s) of the site's operation.
  - 15.4 Follow-up Inspections

- 15.4.1 The Department will reimburse the Contractor at a fixed rate of **\$60** for each approved follow-up inspection conducted for central kitchens and self-prep site that the Contractor conducts.
- 15.4.2 The Department will reimburse the Contractor at a fixed rate of **\$40** for each approved follow-up inspection conducted for vended sites that the Contractor conducts.
- 15.5 Attempted Inspections
  - 15.5.1 The Department will reimburse the Contractor at a fixed rate of **\$30** for each approved attempted inspection the Contractor conducts.
  - 15.5.2 The Department will not reimburse the Contractor for more than two attempted inspections per facility.
- 15.6 Contractors that agree to conduct inspections outside their agency's normal jurisdiction will be reimbursed an additional **\$15** per inspection conducted. Inspections conducted outside the Contractor's jurisdiction will apply toward the limit on the total number of inspections the Contractor can conduct as set out in this agreement.
- 16. Invoices
  - 16.1 The Contractor shall submit a single invoice for all work performed and reported during the contract period by October 15, 2019.
    - 16.1.1 The Contractor may not submit more than one invoice, or submit an invoice later than October 15, 2019, unless the Contractor obtained prior written approval from the Department.
    - 16.1.2 The Contractor may submit its request for an exception to [BEHS.SUMMERFOOD@health.mo.gov](mailto:BEHS.SUMMERFOOD@health.mo.gov).
  - 16.2 The Contractor shall submit the invoice to the Department on the standard DH-38 billing form and shall include the agreement number and invoice number of "SFSP19ALL".
  - 16.3 If the Department denies a Contractor's request for payment, the Department shall provide the Contractor with written notice of the reason(s) for the denial.
  - 16.4 The Department will not reimburse the Contractor based on any invoice that the Contractor does not submit in accordance with the requirements as set out in this agreement.
- 17. Authorized Personnel

- 17.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 17.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 17.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1; Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 17.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

- 17.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 17.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 17.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 17.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 18. Termination
  - 18.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
    - 18.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
    - 18.1.2 A change in federal or state law relevant to this contract occurs; or
    - 18.1.3 A material change of the parties to the contract occurs; or
    - 18.1.4 By request of the Contractor.
  - 18.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
    - 18.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
    - 18.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 19. This agreement expresses the complete agreement of the parties and shall supersede all previous communications, representations, or agreements, either verbal or written,

between the parties. Performance shall be governed solely by the terms and conditions contained in this agreement.

**CERTIFICATIONS AND SPECIAL PROVISIONS****1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

**2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT**

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

**3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING**

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

**CERTIFICATIONS AND SPECIAL PROVISIONS**

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



**CERTIFICATIONS AND SPECIAL PROVISIONS****4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

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

**5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

**CERTIFICATIONS AND SPECIAL PROVISIONS**

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

**6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION**

6.1 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:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) 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;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 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;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

**CERTIFICATIONS AND SPECIAL PROVISIONS**

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

**7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS**

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

**8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT**

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

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

**BUSINESS ENTITY CERTIFICATION:**

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

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

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

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

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

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

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

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under Summer Food Service Program Inspections (Contract Name) 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 Health and Senior Services with all documentation required in Box B of this exhibit.

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

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

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

\_\_\_\_\_  
Date

EXHIBIT 1, continued

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

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

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

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

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

\_\_\_\_\_  
Date

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

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

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

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_, I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

_____	_____
Signature of Notary	Date

**EXHIBIT 1, continued**

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

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

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

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

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

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

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

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

(if known)

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

\_\_\_\_\_  
Authorized Business Entity Representative's Signature

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

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

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

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**STATE OF MISSOURI  
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

**TERMS AND CONDITIONS**

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

**1. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. 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.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**2. INVOICING AND PAYMENT**

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

**3. DELIVERY**

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

**4. INSPECTION AND ACCEPTANCE**

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

**5. CONFLICT OF INTEREST**

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

**6. WARRANTY**

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



## **7. REMEDIES AND RIGHTS**

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

## **8. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

## **9. BANKRUPTCY OR INSOLVENCY**

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

## **10. INVENTIONS, PATENTS AND COPYRIGHTS**

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

## **11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

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

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

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

## **12. AMERICANS WITH DISABILITIES ACT**

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

## **13. FILING AND PAYMENT OF TAXES**

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

## **14. COMMUNICATIONS AND NOTICES**

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