



# COVID-19 UPDATE REPORT

Jackson County Health Department — Feb. 8, 2023

Source	New Cases per 100k	COVID-19 Hospital Admissions	Community Level	Context
CDC	66.0	10.1 per 100k	Medium	Includes all of Jackson County

Find COVID-19 recommendations by CDC Community Level (low, medium, high) [here](#).

## COVID-19 Case Rate



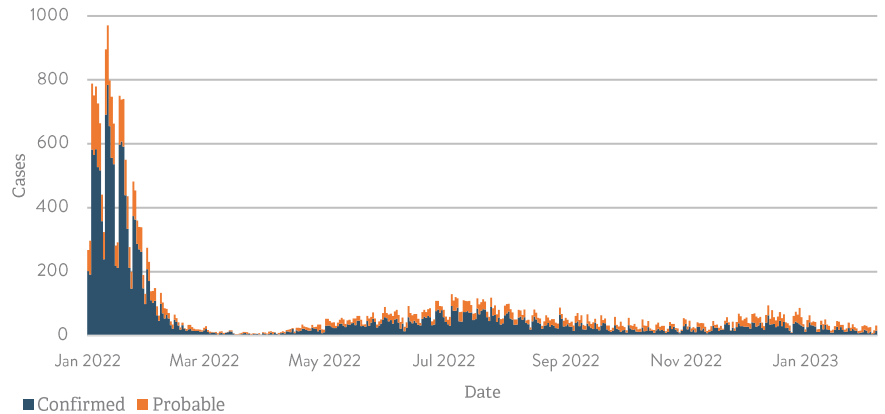
63.4

7-day case rate per 100,000

40.5%

decrease from 4 weeks previous

## COVID-19 CASES, EJC, JAN. 2022– FEB. 2023



## Hospitalizations



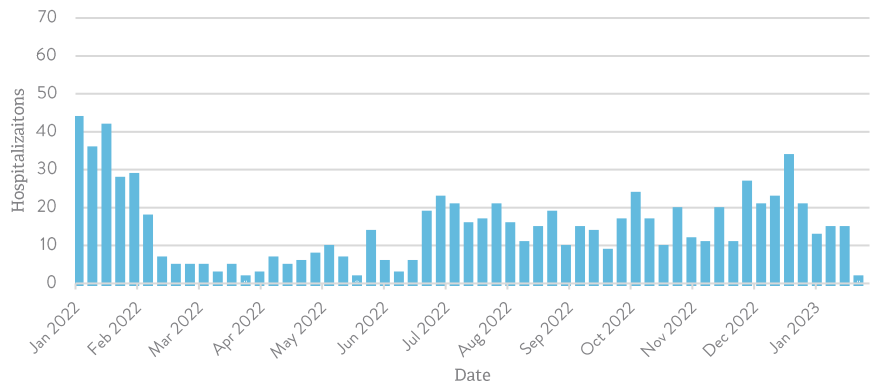
3

hospitalizations in past 7 days

86.4%

decrease from 4 weeks previous

## COVID-19 HOSPITALIZATIONS, EJC, JAN. 2022 - FEB. 2023



## Jackson County Vaccinations (CDC Data)

% First Dose Only*	% Completed Vaccination*	% Bivalent Booster (Age 5+)*	Doses Administered by JACOHD
74.7%	60.8%	15.6%	91,079

## COVID-19 Deaths in Eastern Jackson County

Change in COVID-19 Deaths	% Overall COVID-19 Case Fatality	Total COVID-19 Deaths
+2	1.07%	891

The health department continues to offer weekly COVID-19 testing and vaccination — [jacohd.org/events](https://jacohd.org/events). Metro vaccine sites are available at [vaccinatekc.org](https://vaccinatekc.org) [Click here](#) to view the KCMO COVID-19 Dashboard for more vaccination and case rate information.

## Response Notes

The health department is offering the **bivalent (updated) COVID-19 boosters** to those aged **6+ months** at our clinic. These updated vaccines are tailored to fight the BA.4 and BA.5 omicron variants, which make up almost all new cases in the US. [Click here](#) to learn more!

This week we had **189 new cases**. The 7-day case rate per 100k **decreased** from 69.98 (week: 1/22) to 63.35 (week: 1/29).

The Health Department is actively distributing free rapid tests and masks to community members and partners. Residents can visit <https://jacohd.org/masks/#section1> or call (816) 404-6416 to find the nearest location where these resources are available.

\*CDC vaccination data is for total population in Jackson County (includes KC, Independence), and for age 5+ for bivalent booster.

10/31/22 vaccination data for EJC only: 63.71% First Dose Only, 59.48% Completed, 7.97% Received Bivalent Booster.



# COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

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CLERK OF THE COUNTY LEGISLATURE  
415 East 12th Street  
Kansas City, MO 64106

201 West Lexington, 2<sup>nd</sup> Floor  
Independence, MO 64050

## February 10, 2023 – February 16, 2023

- 2-10-2023 Friday NO MEETINGS –
- 2-13-2023 Monday NO MEETINGS –
- 2-14-2023 Tuesday NO ANTI-CRIME, BUDGET, HEALTH & ENVIRONMENT, INTER-GOVERNMENTAL AFFAIRS, PUBLIC WORKS, RULES, 911 OVERSIGHT, OR VETERANS COMMITTEE
- 3:20 P.M. Justice & Law Enforcement Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area
- 3:30 P.M. Diversity, Equity & Inclusion Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area
- 3:40 P.M. Finance & Audit Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area
- 3:50 P.M. Land Use Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area
- 4:00 P.M. LEGISLATIVE MEETING -  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

Closed Meeting per Resolution # 21159

Posted: 2/8/2023 3:58 PM

- 2-15-2023 Wednesday 8:00 A.M. Red Cross Blood Drive –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Foyer outside of the Kansas City Legislative  
Assembly Area
- 2-16-2023 Thursday 8:30 A.M. Plan Commission Public Hearing –  
Historic Truman Courthouse, 112 W. Lexington Ave,  
2<sup>nd</sup> Floor, Independence, MO. Large Meeting Room
- 5:15 P.M. Ethics, Human Relations & Citizen Complaints  
Commission Meeting –Meeting will be held via Zoom. For  
more information contact, Anita Mackrel at  
[amackrel@jacksongov.org](mailto:amackrel@jacksongov.org).

Persons with disabilities wishing to participate in the above meetings and who require a reasonable accommodation may call the County Clerk's Office at 881-3242 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required. To put information on Activity Calendar, please contact the County Clerk's Office by NOON Wednesday of each week.



FRANK WHITE, JR.  
Jackson County Executive

February 8, 2023

Signing Statement from the County Executive

Ordinance 5701

RECEIVED

FEB 08 2023

JHK  
4:20 pm

MARY JO SPRING  
COUNTY CLERK

TO THE JACKSON COUNTY LEGISLATURE:

Today I have signed Ordinance 5701, the annual appropriation order which provides the full and complete financial plan for Jackson County, Missouri's 2023 fiscal year. Pursuant to the authority granted to my office by the Constitutional Home Rule Charter of Jackson County, I have chosen to approve this Ordinance with limited objections, commonly referred to as line-item vetoes.<sup>1</sup>

Notably, Ordinance 5701 proposes the defunding of numerous current county associate positions, as well as the defunding of numerous county capital improvement projects and essential programs throughout Jackson County. While I do not have the authority to unilaterally restore the funding necessary for these positions, I am committed to working with the Legislature to fix the foreseeable harm that Ordinance 5701 has caused and will cause Jackson County. After this funding has been restored by the Legislature, I will work with all members of the Legislature to develop a comprehensive plan for the use of any available funds, including funds previously received as part of the American Rescue Plan Act.

Finally, due to the alarming amount of false information that has surrounded the Legislature's passage of Ordinance 5701, I want to make clear that the limited line-item vetoes, attached, include:

- NO cuts to existing county associates' positions or salaries
- NO reductions to any county department's budget
- NO violations of the county's code or state law

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<sup>1</sup> See Jackson County Charter Article II. § 12. (2018).





## **Projects, Programs, & People Eliminated**

Ordinance 5071, as amended, reduced, or eliminated the funding for many essential projects, programs, and county personnel. These changes were made via a singular budget amendment that was not publicly available and, even more astoundingly, was not even provided to all members of the Legislature, prior to being voted upon.<sup>2</sup> Legislature's proposed budget cuts include, but are not limited to, the following:

- Existing County Associate Positions
- Our Healthy KC Eastside
- Jackson County Reproductive Equity Fund
- Liberty Memorial- Free Veteran Admission
- Historic Downtown Courthouse Repairs & Improvements
- Administrative Building Improvements
- Black Archives of Mid-America in Kansas City
- Urban League of Greater Kansas City Difference Maker Luncheon
- MCC Chancellor's Dr. King Scholarship Luncheon
- Urban Summit Annual Conference
- Independence Square Annual Event
- Hispanic Chamber of Commerce of Greater Kansas City
- High Aspirations
- Urban Neighborhood Initiative
- Urban Ranger Corps
- KC Area Development Council
- Lee's Summit Economic Development Council
- Grain Valley Partnership
- Grandview Area Economic Development Council
- Independence Economic Development Council
- Blue Springs Chamber of Commerce
- Raytown Area Chamber of Commerce and Tourism
- National Association of Counties
- Labor-Management Council of Greater Kansas City
- Unified Contractors of Kansas City
- Greater KC Chamber of Commerce
- Missouri Association of Counties
- Independence Chamber of Commerce
- Lee's Summit Chamber of Commerce
- Mid-America LGBT Chamber of Commerce
- South KC Chamber of Commerce
- United Minority Media Association
- Community Improvement Projects- KCMO's Westside Neighborhood

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<sup>2</sup>Legislative Hearing,  
[https://jacksonco.granicus.com/player/clip/5193?view\\_id=2&redirect=true&h=517987804e5fb1469f1c29945cbd7ff2](https://jacksonco.granicus.com/player/clip/5193?view_id=2&redirect=true&h=517987804e5fb1469f1c29945cbd7ff2)

### American Rescue Plan

Of particular concern is the way Ordinance 5701 treats the county's American Rescue Plan Act Fund. Prior to Ordinance 5701 approval, Budget Committee Chair Abarca said, "we believe that it is well within our rights and this process to reallocate these funds . . ." Chair Abarca also said the amendment would move "all of the \$74 million into undesignated fund balance for a process to be created within the next few months . . ." <sup>3</sup> Unfortunately, the county code of ordinances and state law prohibit this type of "budgeting" and this specific action was a focus of the Missouri State Auditor in 2020.

State law and the Jackson County Code both require that the county's annual budget "present a complete financial plan for the ensuing budget year."<sup>4</sup> "Section 50.550.1 goes on to state the budget *shall* set forth all proposed expenditures for the administration, operation of all offices, departments, commissions, courts and institutions. . ." <sup>5</sup> Despite these legal requirements, Ordinance 5701 defunded every project and program in the American Rescue Plan Fund and proposes placing the entirety of these funds in the "undesignated fund balance." The Missouri State Auditor's Office admonished the practice and said the county should "(d)iscontinue authorizing transfers from the undesignated fund balances (not appropriated through the county budget process). . ." <sup>6</sup> In further support, the Jackson County Counselor's Office, at my request, has determined that the legislature's treatment of the ARPA funds "is a clear violation of the statutory and code mandate that the annual budget present a 'complete plan.'"<sup>7</sup>

### Current County Associate Cuts

Ordinance 5701, as amended, also includes significant cuts to existing county associate positions. Prior to amending Ordinance 5701, Legislator Jeanie Lauer asked the Budget Committee Chair about the reduction in salaries in my office's budget. In response, Committee Chair Abarca said that these "are unused salaries up to budget to date" and the county administration can "re-propose in a budget amendment to adjust. . ." <sup>8</sup> To be clear, there are no vacancies in my office and these salary dollars are necessary to pay my existing staff.

State law clearly states that the annual "budget *shall* contain adequate provisions for the expenditures necessary for the . . . salaries, office expenses . . . of all county officers and agencies."<sup>9</sup> In addition, and as stated above, the amendment process that Chair Abarca proposes would violate at least one provision in both the county's code of ordinances, as well as state law.

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<sup>3</sup> Legislative Meeting, January 30, 2023.

<sup>4</sup> Section 50.500, RSMo; Section 535 Jackson County Code.

<sup>5</sup> State ex. Rel. Vescovo v. Clay County, 580 S.W.3d 575 (2019).

<sup>6</sup> See Missouri State Auditor's Report, Budgets and Transfers, 2020.

<sup>7</sup> See County Counselor's Opinion, February 8, 2023.

<sup>8</sup> Legislative Meeting, January 30, 2023.

<sup>9</sup> Section 50.550.2 RSMo.

### County Legislature's Budget Dramatically Increased

The Legislature's budget amendment proposed over \$1 million in new funding for the County Legislature and offices under their control.<sup>10</sup> Legislative budget increases include, but are not limited to: numerous new staff positions, salary increases for new and returning staff, increased car allowances, more lobbyists, lawyers and travel expenses:

County Legislature (Auditor)	+\$280,800 <sup>11</sup>
County Legislature (Whole)	+\$85,000
County Legislature (Clerk)	+\$30,000
County Legislature (First at Large)	+\$6,200
County Legislature (Second at Large)	+\$6,200
County Legislature (Third at Large)	+\$6,200
County Legislature (First District)	+\$6,200
County Legislature (Second District)	+\$6,200
County Legislature (Third District)	+\$6,200
County Legislature (Fourth District)	+\$6,200
County Legislature (Fifth District)	+\$6,200
County Legislature (Sixth District)	+\$6,200
County Legislature (HRC)	+\$3,000
County Legislature (Lobbyists)	+\$150,000
County Legislature (Lawyers)	+\$100,000
County Legislature (Contracts)	+\$100,000

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<sup>10</sup> Ord. 5701 proposes increasing the Legislature, and associated departmental, budgets by \$1,241,241

<sup>11</sup> Legislative Auditor & Legislative Compliance Office (Salary & Car Allowance)

County Legislature (Travel Expense)	+\$95,000
County Legislature (Advertising)	+\$30,000
County Legislature (Printing)	+\$54,000
County Legislature (Audio/Video Services)	+\$50,000
County Legislature (Contracts)	+\$50,000
<b>County Legislature (TOTAL)</b>	<b>+\$1,241,241</b>

As it relates to the proposed new positions, no details have been provided on the needs not currently being addressed by current staff. In fact, the first mention of the need for additional staff for the legislature was when Ordinance 5701 was passed a few days ago. Upon reviewing the budget request submitted by the prior Legislative Auditor a few months ago, as well as watching her testimony on her budget, there is no request for additional staff and in fact no reference to any need at all.

Pursuant to my authority as County Executive, I have reduced the County Legislature’s proposed budget increase as stated in the attachment document. Unlike the County Legislature’s amendment process, my line-item vetoes do not place any existing staff positions in jeopardy, nor do they defund any program or projects that have previously been approved by the County Legislature.

**Outside Agency Funding & Health Fund**

Nearly three months ago, I submitted to the County Legislature a proposed annual budget that included \$3,000,000 for the Legislature to award to local nonprofits, often referred to as “outside agency” funding. According to the County Legislative Auditor’s current website, before receiving any funding agencies must submit a detailed application, as well as a detailed budget, prior year financial audit, and numerous other documents to be considered for funding. The Auditor’s website goes on to say that a **“failure to provide all requested information will automatically disqualify an agency from funding consideration.”** Finally, the Auditor’s website states that the application process for 2023 will begin in early 2023.<sup>12</sup>

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<sup>12</sup><https://www.jacksongov.org/Government/Departments/County-Legislative-Auditor/Outside-Agency-Funding#panel-1-4>

Despite the lack of a competitive process, the floor amendment proposes \$1,000,000 in “outside agency” funding for the benefit of only four agencies. While each of the agencies listed is doing important and needed work in Jackson County, I cannot approve funding that conflicts with the county’s policies, past practices, and the county legislative auditor’s current website. I would encourage the Legislature to move quickly to initiate the outside agency process and get the remaining funds into our community as soon as possible.

As a point of reference, I have compared the past five years of outside agency funding in the chart below. As you will see, by this time in each of the last four years the County Legislature had awarded at least 36 agencies a total of at least \$3,000,000. As you are aware, these funds are essential to so many agencies in our community and they need to be allocated fairly, wisely, and promptly:

<u>Budget Year</u>	<u>Ordinance</u>	<u># Awards</u>	<u>Funding Amount</u>	<u>Date Adopted</u>
2019	5178	52	\$3,031,943.00	02/04/2019
2020	5292	34	\$3,293,158.00	12/16/2019
2021	5461	41	\$3,097,615.00	12/14/2020
2022	5570	36	\$3,000,000.00	12/13/2020
<b>2023<sup>13</sup></b>	<b>5701</b>	<b>0</b>	<b>\$0</b>	<b>02/08/2023</b>

Finally, Ordinance 5701, as amended, proposes increasing the appropriation from the county’s Health Fund.<sup>14</sup> At my request, the County Counselor’s Office has reviewed this issue and determined that the County Legislature lacks legal authority to increase the appropriation of the Health Fund. In accordance with the powers vested in my office, I will use my line-item veto authority to reduce the appropriation and bring the county’s annual budget back into legal compliance.

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<sup>13</sup> The County Legislature lacks authority to override any line item vetoes in the Health Fund. See County Counselor’s Opinion, February 8, 2023.

<sup>14</sup> See Section 532, Jackson County Code of Ordinances.

**Conclusion**

As County Executive, I do not have the authority to appropriate funds via a signing statement or veto. My office's power is limited, as it relates to Ordinance 5701, to either approving or reducing specific line items. However, it is important for the community, county associates, and the County Legislature to know that I remain committed to the priorities we have outlined, and I will not move forward until Our Healthy KC Eastside, the Jackson County Reproductive Equity Fund, Westside community improvement projects and the other arbitrary, capricious and politically motivated cuts are restored.

Sincerely,

A handwritten signature in blue ink, appearing to read "Frank White, Jr.", with a long horizontal line extending to the left.

Frank White, Jr.  
Jackson County Executive

*See Attached*

# Attachment #1

#	Fund	Org #	Department	Account #	Account Name	Objections (Line-Item Veto)
1	1	0301	Legislature - Auditor's Office	55010	Regular Salaries	\$ (186,000.00)
2	1	0301	Legislature - Auditor's Office	55036	Car Allowance	\$ (2,400.00)
3	1	0301	Legislature - Auditor's Office	55040	FICA Taxes	\$ (14,601.00)
4	1	0301	Legislature - Auditor's Office	55050	Pension Contribution	\$ (21,371.00)
5	1	0302	Legislature - Compliance	55010	Regular Salaries	\$ (90,000.00)
6	1	0302	Legislature - Compliance	55036	Car Allowance	\$ (2,400.00)
7	1	0302	Legislature - Compliance	55040	FICA Taxes	\$ (7,065.00)
8	1	0302	Legislature - Compliance	55050	Pension Contribution	\$ (10,341.00)
9	1	0201	Legislature - Clerk of the County	55010	Regular Salaries	\$ (30,000.00)
10	1	0201	Legislature - Clerk of the County	55040	FICA Taxes	\$ (2,355.00)
11	1	0201	Legislature - Clerk of the County	55050	Pension Contribution	\$ (3,447.00)
12	1	0112	Legislature - As a Whole	55010	Regular Salaries	\$ (85,000.00)
13	1	0112	Legislature - As a Whole	55040	FICA Taxes	\$ (6,673.00)
14	1	0112	Legislature - As a Whole	55050	Pension Contribution	\$ (9,767.00)
15	1	0112	Legislature - As a Whole	56160	Meeting Expense	\$ (27,000.00)
16	1	0112	Legislature - As a Whole	56020	Legal Services	\$ (100,000.00)
17	1	0112	Legislature - As a Whole	56021	Lobbyist Services	\$ (150,000.00)
18	1	0112	Legislature - As a Whole	56080	Other Professional Services	\$ (100,000.00)
19	1	0112	Legislature - As a Whole	56140	Travel Expense	\$ (95,000.00)
20	1	0112	Legislature - As a Whole	56210	Advertising	\$ (30,000.00)
21	1	0112	Legislature - As a Whole	56230	Printing	\$ (54,000.00)
22	1	0112	Legislature - As a Whole	56733	Audio/Video Services	\$ (50,000.00)
23	1	0112	Legislature - As a Whole	56790	Other Contractual Services	\$ (83,000.00)
24	1	0112	Legislature - As a Whole	57010	Office Supplies	\$ (8,625.00)
25	3	9000	Allowance for Outside Agencies- Mattie Rhodes	56789	Outside Agency Funding	\$ (250,000.00)
26	3	9000	Allowance for Outside Agencies- Samuel U. Rodgers	56789	Outside Agency Funding	\$ (250,000.00)
27	3	9000	Allowance for Outside Agencies- Footprints, Inc.	56789	Outside Agency Funding	\$ (250,000.00)
28	3	9000	Allowance for Outside Agencies- Heartland	56789	Outside Agency Funding	\$ (250,000.00)
29	3	9000	Allowance for Outside Agencies	56789	Outside Agency Funding	\$ (1,000,000.00)





## OFFICE OF THE COUNTY COUNSELOR

JACKSON COUNTY COURTHOUSE  
415 EAST 12TH STREET  
KANSAS CITY, MISSOURI 64106

816-881-3355  
Fax: 816-881-3398

### MEMORANDUM

TO: FRANK WHITE, JR.  
COUNTY EXECUTIVE

FROM: BRYAN O. COVINSKY *BC*  
COUNTY COUNSELOR

DATE: FEBRUARY 3, 2023

RE: LEGAL ISSUES RAISED BY ORDINANCE 5701, 2023 JACKSON  
COUNTY BUDGET

This memorandum is written to address several questions that have arisen in connection with the county legislature's adoption of the floor amendment to the above-referenced ordinance at the legislature's meeting of January 30, 2023. The questions we've been asked are listed below, followed by our analysis and answers.

1. Is the ARPA fund, as adopted, in compliance with Sec. 50.550 RSMo and County Code Sec. 535.1a?

Section 50.500, RSMo and section 535. of the Jackson County Code both require the county's annual budget to "present a complete financial plan for the ensuing budget year." The county executive's proposed budget recommended the appropriation of some \$74.7M from the undesignated fund balance of the American Rescue Plan (ARPA) Fund to seven listed purposes, programs, and/or agencies. This sum constituted the entirety of the income and revenue for this fund estimated by the county executive. The floor amendment to Ordinance 5701 did not appropriate any portion of this sum and, instead, left the entire amount in the fund's undesignated fund balance, presumably to be dealt with at a later date. This is a clear violation of the statutory and code mandate that the annual budget present a "complete plan."

2. Is the budgetary amendment process detailed in Sec. 50.622 RSMo irrelevant since the ARPA funds are not "additional funds" that "could not be estimated when the budget was adopted"?

This is correct. Section 50.622, RSMo, sets out a procedure to be followed for amending a county's annual budget "during any fiscal year in which the county receives additional funds...[that] could not be estimated when the budget was adopted. See section 530.622.1. However, this procedure will not apply to any budget amendment relating to the county's ARPA Fund, since there's no anticipation that the county will receive any additional ARPA funds this year. The procedure that must be followed in the event of a later appropriation from the undesignated fund balance of the county's ARPA Fund is described in the Missouri State Auditor's Report on Jackson County's Budgets and Transfers Policies, No.2020-108, dated November 2020, viewable at this link: <https://auditor.mo.gov/AuditReport/ViewReport?report=2020108>. There the auditor found "when the County Legislature approves these undesignated fund transfers, it is effectively amending its budget without the existence of new revenues, and thus, should follow the same procedures required for adopting the original budget, including holding a public hearing." See Audit Report No. 2020-108, p. 13. The state law procedures for adopting the original budget are found in sections 50.524 - .,610, RSMo. Particularly instructive here is the requirement in section 50.540.4 that the budget be prepared by the "budget officer." Pursuant to Executive Order 19-30, in Jackson County the duties of the budget officer are assigned by the county executive to the county administrator. In short, the budget cannot be amended absent the recommendation of the county administration.

3. Does the Health Fund, as adopted, violate Sec. 532? If so, would the legislature be able to override a line-item veto that takes the funding level back to 95%?

In his proposed budget for the Health Fund, the county executive recommended the appropriation of \$30,006,301, which is over 95% of the available income and revenue anticipated for that fund. Pursuant to section 532. of the county code, the legislature is prohibited, under these circumstances, from increasing this appropriation. In the floor amendment to Ordinance 5701, the legislature increased the appropriation from the Health Fund to \$32,006,301. This increase violates section 532. Because the legislature lacks legal authority to increase the county executive's recommended Health Fund appropriation, the legislature would lack legal authority to "override" the county executive's veto of any sum appropriated in excess of the county executive's originally recommended appropriation.

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

**AN ORDINANCE** to adopt the annual budget and set forth appropriations for the various spending agencies and the principal subdivisions thereof, for the fiscal year ending December 31, 2023.

**ORDINANCE NO. 5701**, November 28, 2023

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following amounts are appropriated for the fiscal year ending December 31, 2023, for the spending agencies included within the categories designated below:

<b>APPROPRIATIONS</b>	<b>Recommended</b>
<hr/>	
<b>General Fund - 001</b>	
<hr/>	
County Administration	\$ 8,779,766
County Operations	48,931,657
County Public Safety	46,789,342
Courts	38,577,834
Facilities Management	11,746,987
Total	<hr/> 154,825,586
<b>Health Fund - 002</b>	
<hr/>	
County Administration	5,250,000
County Operations	5,314,467
County Public Health	14,162,507
County Public Safety	6,470,000
Courts	366,051
Facilities Management	443,276
Total	<hr/> 32,006,301
<b>Park Fund - 003</b>	
<hr/>	
County Operations	4,414,685
Parks + Rec	14,895,171
Total	<hr/> 19,309,856
<b>Special Road &amp; Bride Fund - 004</b>	
<hr/>	
County Operations	13,748,775
County Public Safety	699,707
Facilities Management	266,650
Total	<hr/> 14,715,132
<b>Sewer Fund - 005</b>	
<hr/>	

County Public Health		45,360
	Total	<u>45,360</u>

**Convention & Sports Complex Fund – 007**

County Operations		6,500,000
	Total	<u>6,500,000</u>

**Anti-Crime Sales Tax Fund - 008**

County Public Safety		30,960,353
Courts		4,221,866
	Total	<u>35,182,219</u>

**Rock Island Railroad Capital Project Fund - 011**

Parks + Rec		333,463
	Total	<u>333,463</u>

**County Improvement Fund – 013**

County Operations		1,715,000
Courts		100,000
Facilities Management		5,435,000
Parks + Rec		3,146,000
	Total	<u>10,396,000</u>

**Sports Complex Sales Tax - Capital Project Fund - 019**

County Operations		31,007,138
	Total	<u>31,007,138</u>

**Prosecuting Attorney Training Fund - 026**

County Public Safety		7,500
	Total	<u>7,500</u>

**Law Enforcement Training Fund - 028**

County Public Safety		50,000
Parks + Rec		5,000
	Total	<u>55,000</u>

**Delinquent Sales Tax Fund - 030**

County Public Safety		179,251
	Total	<u>179,251</u>

**E-911 System Fund - 031**

County Operations		6,936,896
County Public Safety		190,930
	Total	<u>7,127,826</u>

**Inmate Security Fund - 036**

County Public Safety		208,224
	Total	<u>208,224</u>

**Domestic Abuse Fund - 041**


County Administration		125,000
	Total	<u>125,000</u>
<b>Recorder's Technology Fund - 042</b>		
County Operations		164,475
	Total	<u>164,475</u>
<b>Homeless Assistance Fund - 043</b>		
County Administration		411,851
	Total	<u>411,851</u>
<b>Recorder's Fee Fund - 044</b>		
County Operations		250,912
	Total	<u>250,912</u>
<b>Assessment Fund - 045</b>		
County Administration		166,000
County Operations		11,700,199
	Total	<u>11,866,199</u>
<b>Sheriff's Revolving Fund - 048</b>		
County Public Safety		406,137
	Total	<u>406,137</u>
<b>American Rescue Plan Fund - 050</b>		
County Public Health		0
Facilities Management		0
	Total	<u>0</u>
<b>Obligations to US Gov't Fund - 070</b>		
County Operations		642,695
	Total	<u>642,695</u>
<b>Sports Complex Sales Tax Debt Service Fund - 072</b>		
County Operations		63,318,000
	Total	<u>63,318,000</u>
<b>Special Obligation Bond Debt Service Fund - 073</b>		
County Operations		11,916,832
	Total	<u>11,916,832</u>
<b>Park Enterprise Fund - 300</b>		
County Operations		1,134,469
Parks + Rec		7,277,174
	Total	<u>8,411,643</u>
<b>Total Appropriations</b>		<b><u>\$ 409,412,600</u></b>

Said funds are appropriated to each agency in accordance with the 2023 "Estimated Revenues, Recommended Appropriations, and Fund Balances - Fiscal Year 2023" as set out in the County Executive's 2023 Proposed Budget for Jackson County, in the detail and for the purposes contained and set forth therein, which is submitted to and approved by the Legislature and incorporated herein, as modified by this document attached here to as "Exhibit A" and labeled "2023 Budget Adjustments."

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5701 introduced on November 28, 2022, was duly passed on January 30, ~~2022~~ 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 5


Nays 3

Abstaining 1

Absent 0


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

1-30-2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mary Jo Spino Clerk of Legislature

I hereby approve the attached Ordinance No. 5701.

2/8/2023  
\_\_\_\_\_  
Date

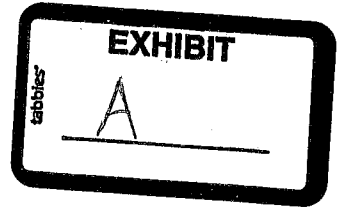
  
\_\_\_\_\_  
Frank White, Jr.  
County Executive



**2023 Budget Adjustments**

Ordinance 5701  
Floor Amendment  
January 30, 2023

Fund Org #	Department	Account #	Account Name	From	To
1001	County Executive	5010	Regular Salaries	350,000	
		5036	Car Allowance	8,146	
		5040	FICA	27,475	
		5050	Pension Contribution	40,215	
		5060	Insurance Benefits	54,600	
		5061	Dental & Vision	261	
		6021	Lobbyist Services	117,500	
		6790	Other Contractual Services	30,000	
1007	County Events	6790	Other Contractual Services	800	
		6793	Catering Services	34,800	
1009	State of the County	6650	Rent-Communications Equip	20,000	
		6670	Rent- Miscellaneous	10,000	
		6733	Audio/Video Services	20,000	
		6793	Catering Services	6,000	
1101	County Counselor's Office	5010	Regular Salaries	89,888	
		5040	FICA	7,097	
		5050	Pension Contribution	10,387	
		5060	Insurance Benefits	23,711	
		5061	Dental & Vision	168	
		6020	Legal Services	800,000	



**2023 Budget Adjustments**

Ordinance 5701  
 Floor Amendment  
 January 30, 2023

Fund Org #	Department	Account #	Account Name	From	To
1220	Economic Development	5010	Regular Salaries	75,000	
		5040	FICA	5,995	
		5050	Pension Contribution	8,621	
		5060	Insurance Benefits	7,658	
		5061	Dental & Vision	72	
		5066	Life Insurance Benefit	13	
		5090	Salary Adjustments	3,375	
		5150	Long Term Disability	375	
		6710	Dues & Memberships	31,000	
		6756	Training Expense	1,500	
0101	First at Large	5010	Regular Salaries	-	5,000
		5036	Car Allowance	-	1,200
		5040	FICA	-	393
		5050	Pension	-	575
0102	Second at Large	5010	Regular Salaries	-	5,000
		5036	Car Allowance	-	1,200
		5040	FICA	-	393
		5050	Pension	-	575
0103	Third at Large	5010	Regular Salaries	-	5,000
		5036	Car Allowance	-	1,200
		5040	FICA	-	393
		5050	Pension	-	575

**2023 Budget Adjustments**

Ordinance 5701  
 Floor Amendment  
 January 30, 2023

Fund Org #	Department	Account #	Account Name	From	To
0104	First District	5010	Regular Salaries	-	5,000
		5036	Car Allowance	-	1,200
		5040	FICA	-	393
		5050	Pension	-	575
0105	Second District	5010	Regular Salaries	-	5,000
		5036	Car Allowance	-	1,200
		5040	FICA	-	393
		5050	Pension	-	575
0106	Third District	5010	Regular Salaries	-	5,000
		5036	Car Allowance	-	1,200
		5040	FICA	-	393
		5050	Pension	-	575
0107	Fourth District	5010	Regular Salaries	-	5,000
		5036	Car Allowance	-	1,200
		5040	FICA	-	393
		5050	Pension	-	575
0108	Fifth District	5010	Regular Salaries	-	5,000
		5036	Car Allowance	-	1,200
		5040	FICA	-	393
		5050	Pension	-	575

**2023 Budget Adjustments**

Ordinance 5701  
Floor Amendment  
January 30, 2023

Fund Org #	Department	Account #	Account Name	From	To
0109	Sixth District	5010	Regular Salaries	-	5,000
		5036	Car Allowance	-	1,200
		5040	FICA	-	393
		5050	Pension	-	575
0301	Legislative Auditor	5010	Regular Salaries	-	186,000
		5036	Car Allowance	-	2,400
		5040	FICA	-	14,601
		5050	Pension	-	21,371
0302	Compliance	5010	Regular Salaries	-	90,000
		5036	Car Allowance	-	2,400
		5040	FICA	-	7,065
		5050	Pension	-	10,341
0302	Compliance	6662	Software Maintenance	-	
		6663	Software as a Service	48,955	48,955
0201	Clerk	5010	Regular Salaries	-	30,000
		5040	FICA	-	2,355
		5050	Pension	-	3,447

**2023 Budget Adjustments**

Ordinance 5701  
 Floor Amendment  
 January 30, 2023

Fund Org #	Department	Account #	Account Name	From	To
0112	Legislature as a Whole	5010	Regular Salaries	-	85,000
		5040	FICA	-	6,673
		5050	Pension	-	9,767
		5160	Meeting Expense	-	27,000
		6020	Legal Adviser		100,000
		6021	Lobbyist Services		150,000
		6080	Other Professional Services		100,000
		6140	Travel Expense	-	95,000
		6210	Advertising		30,000
		6230	Printing	-	54,000
		6733	Audio/Video Services	-	50,000
		6790	Other Contractual Services	-	83,000
		7010	Office Supplies	-	8,625
		7160	Food		2,500

**2023 Budget Adjustments**

Ordinance 5701  
 Floor Amendment  
 January 30, 2023

Fund Org #	Department	Account #	Account Name	From	To
		8145	Appliances		3,000
		8150	Office Furniture		2,000
		8171	Personal Computers/Accessories		3,600
7001	Housing Resource Commission	6789	Outside Agency Funding	3,236	
		5025	Part Time Salaries		3,000
		5040	FICA		236
9000	Allowance for Outside Agencies	6789	Outside Agency Funding		540,000
<b>SUBTOTAL</b>				<b>1,836,848</b>	<b>1,836,848</b>
<b>Difference</b>				<b>-</b>	

**2023 Budget Adjustments**

Ordinance 5701  
Floor Amendment  
January 30, 2023

<b>Fund Org #</b>	<b>Department</b>	<b>Account #</b>	<b>Account Name</b>	<b>From</b>	<b>To</b>
<b>002 - Health Fund</b>					
9999		2810	Undesignated Fund Balance	2,000,000	-
2600	University Health	6092	Opioid Wellness	-	1,000,000
9000	Allowance for Outside Agencies -Mattie Rhodes	6789	Outside Agency Funding	-	250,000
9000	Allowance for Outside Agencies -Samuel U. Rodgers	6789	Outside Agency Funding	-	250,000
9000	Allowance for Outside Agencies -Footprints, Inc.	6789	Outside Agency Funding	-	250,000
9000	Allowance for Outside Agencies -Heartland	6789	Outside Agency Funding	-	250,000
<b>SUBTOTAL</b>				<b>2,000,000</b>	<b>2,000,000</b>



**2023 Budget Adjustments**

Ordinance 5701  
 Floor Amendment  
 January 30, 2023

Fund Org #	Department	Account #	Account Name	From	To
003 - Park Fund					
004 - Road and Bridge Fund					
			SUBTOTAL	-	-
004 - Special Road & Bridge Fund					
			SUBTOTAL	-	-
008 - Anti-Crime Sales Tax Fund					
			SUBTOTAL	-	-
013 - County Improvement Fund					
			SUBTOTAL	-	-
029 - Pros. Atty. Bad Check					
			SUBTOTAL	-	-

**2023 Budget Adjustments**

Ordinance 5701  
 Floor Amendment  
 January 30, 2023

Fund Org #	Department	Account #	Account Name	From	To
<b>030 - Delinquent Sales Tax Fund</b>					
			<b>SUBTOTAL</b>	-	-
<b>042 - Recorder's Technology Fund</b>					
			<b>SUBTOTAL</b>	-	-
<b>045 - Assessment Fund</b>					
			<b>SUBTOTAL</b>	-	-
<b>048 - Sheriff's Revolving Fund</b>					
			<b>SUBTOTAL</b>	-	-

**2023 Budget Adjustments**

Ordinance 5701  
Floor Amendment  
January 30, 2023

Fund Org #	Department	Account #	Account Name	From	To
<b>050 - American Rescue Plan Fund</b>					
7801	ARPA Disadvantaged Communities	6790	Other Contractual Services	9,770,000	
7802	ARPA Public Health	6790	Other Contractual Services	5,000,668	
7804	UMKC	6790	Other Contractual Services	5,000,000	
7803	Reproductive Equity	6790	Other Contractual Services	1,000,000	
2603	Jackson County Health Department	6072	Health Department Expense	3,500,000	
1241	DTCH Repairs & Improvements	8020	Buildings & Improvements	33,450,000	
1216	Facilities Management -Administrative Building	8020	Buildings & Improvements	17,000,000	
9999		2810	Undesignated Fund Balance	-	74,720,668
				-	-
				-	-
			<b>SUBTOTAL</b>	<b>74,720,668</b>	<b>74,720,668</b>
			<b>GRAND TOTAL</b>		

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

**AN ORDINANCE** enacting section 5575., Jackson County Code, 1984, relating to a ban on conversion therapy for minors, with a penalty provision.

**ORDINANCE NO. 5711**, January 30, 2023

**INTRODUCED BY** Jalen Anderson, Manuel Abarca IV, Donna Peyton, Jeanie Lauer, and Sean E. Smith, County Legislators

WHEREAS, conversion therapy, also known as reparative therapy, ex-gay therapy, or sexual orientation and gender identity change efforts, is a range of discredited practices aimed at changing one's sexual orientation or gender identity; and

WHEREAS, a national community of professionals in education, social work, health, mental health, and counseling, including the American Academy of Child and Adolescent Psychiatry, have determined that there is no scientifically valid evidence that supports the practice of conversion therapy; and

WHEREAS, such professionals have determined that there is no evidence that conversion therapy is effective or that an individual's sexual orientation or gender identity can be changed by conversion therapy; and

WHEREAS, such professionals have also determined that conversion therapy is not only ineffective, but is substantially dangerous to an individual's mental and physical well-being and has also been shown to contribute to depression, self-harm, low self-

esteem, family rejection, and suicide; and

WHEREAS, in contrast, the Children's Mercy Hospital in Kansas City, Missouri, provides evidence-based therapy or treatment to over 300 children annually within its Gender Pathway Services Clinic, providing physical, mental, and social health services to children and their families as they navigate the process of gender identity development, illustrating the need for responsible, scientifically defensible therapy and treatment services; and

WHEREAS, minors in Jackson County, including LGBTQ individuals under the age of 18, that seek therapy or treatment to assist them in understanding their individual development of gender identity or their sexual orientation should be free from exposure to the serious harms and risks caused by conversion therapy or reparative therapy; and

WHEREAS, fifteen states and Washington, DC, have enacted laws or regulations to ban conversion therapy against minors by licensed medical providers, and many bills have been filed in similar states, including Missouri's Youth Mental Health Preservation Act; and

WHEREAS, the Legislature has a responsibility to protect the health, safety, and welfare of all people in our community, especially the physical and psychological well-being of minors, including LGBTQ youth; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, as follows:

Section A. Enacting Clause. Section 5575., Jackson County Code, 1984, is hereby enacted, to read as follows:

5575. Conversion Therapy of Minors Prohibited.

5575.1 Definitions.

As used in this section, the following terms shall have the meaning indicated in this subsection:

a. *Conversion Therapy or Reparative Therapy* means [any practice or treatment that seeks to change an individual's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender] any therapeutic intervention imposed with the intent of promoting a particular sexual orientation and/or gender as a preferred outcome. Conversion Therapy shall not include counseling that provides support and assistance to a person undergoing gender transition, or counseling that provides acceptance, support, and understanding of a person or facilitates a person's coping, social support, and development, including sexual orientation-neutral treatment interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change sexual orientation or gender identity.

b. *Gender identity* means the gender-related identity, appearance, expression, behavior or mannerisms or other gender-related characteristics of an individual, with or without regard to the individual's designated sex at birth.

c. *Minor* means a person less than 18 years old.

d. *Provider* means any licensed medical or mental health professional including, but not limited to, licensed professional counselors, licensed psychologists, licensed clinical social workers, provisional licensed professional counselors, provisional and temporary licensed psychologists, licensed and provisional licensed marital and family therapists, psychiatrists, certified substance abuse counselors, certified school counselors, behavior analysts, [and] or any professional required to be licensed under chapters 334 and 337 of the Revised Statutes of Missouri. *Provider* does not mean a parent or grandparent who is a Provider as defined above who is acting substantially in the capacity of a parent or grandparent and not in the capacity of a mental health therapist.

e. *Sexual Orientation* means the preference or practice of homosexuality, heterosexuality, asexuality, or bisexuality, or some combination thereof, by consenting adults, or as perceived by others, but not including sexual preference or practice between an adult and a Minor.



5575.2 Prohibition.

It shall be unlawful for any Provider to provide Conversion Therapy or Reparative Therapy on or to a Minor.

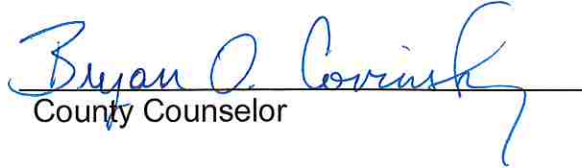
5575.3 Penalty Provision.

Any person found guilty of a violation of section 5575.2 of this section is subject to punishment pursuant to section 5520. of this chapter except that no violation of this section shall be punishable by imprisonment.

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5711 introduced on January 30, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5711.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**AN ORDINANCE** authorizing the Director of Finance and Purchasing to execute Supplemental Agreement No. 2 to the Agreement with Anderson Engineering, Inc, of Kansas City, Missouri, to extend the project schedule to account for design delays associated with main water relocation as part of the Stoenner Road Bridge Replacement, Federal Project BRO-B048 (59), at no cost to the County.

**ORDINANCE NO. 5713**, February 14, 2023

**INTRODUCED BY** Jeanie Lauer, County Legislator

WHEREAS, by Ordinance 5553, dated October 4, 2021, the Legislature awarded a contract for the design and construction of a new bridge on Stoenner Road, Federal Project No. BRO-B048(59), County Project No. 3247, to Anderson Engineering, Inc., of Kansas City, (Jackson County) MO, at an actual cost to the County not to exceed \$98,1000; and,

WHEREAS, by Ordinance 5673, dated October 3, 2021, the Legislature authorized supplemental Agreement No. 1 to the Agreement, increasing the total contract price to \$114,500.00; and,

WHEREAS, the Director of Public Works now recommends the execution of the attached Supplemental Agreement No. 2 to the agreement with Anderson Engineering, Inc., to extend the plans, specifications, and estimate (PS&E) approval date for this project to December 31, 2023, at no additional cost to the County; and,

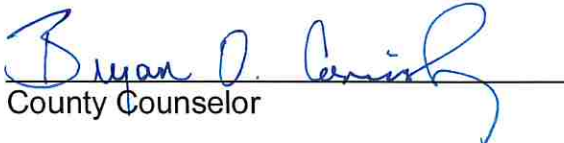
WHEREAS, the execution of Supplemental Agreement No. 2 is in the best interest of the health, safety, and welfare of the citizens of the County; now therefore,

BE IT FURTHER ORDAINED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be, and is hereby, authorized to execute Supplemental Agreement No. 2 to the contract with Anderson Engineering, Inc.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5713 introduced on February 14, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5713.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

**SUPPLEMENTAL AGREEMENT NO. 2  
TO  
ENGINEERING SERVICES CONTRACT**

This Supplemental Agreement is made part of an agreement date October 15, 2021 between the County of Jackson and Anderson Engineering, Inc. for design and construction inspection of the Stoenner Road Bridge Replacement project (MoDOT Project No. BRO-B048 (059) / Jackson County Project No. 3247). The purpose of this Supplemental Agreement is to extend the Plans, Specifications & Estimate (PS&E) approval date for this project to December 31, 2023. The change is due to the delay caused by the Supplemental Agreement No. 1 approval process. This is no cost change, only a completion date change. The total design phase services shall be in an amount not to exceed One Hundred Fourteen Thousand, Five Hundred Dollars (\$114,500.00).

Supplemental Agreement No. 2 accepted as defined herein:

**OWNER:** JACKSON COUNTY

**ENGINEER:** ANDERSON ENGINEERING, INC.


BY: \_\_\_\_\_  
Bob Crutsinger  
Director of Finance & Purchasing

BY:   
Vice President

BY:   
Brian Gaddie, PE  
Director of Public Works

DATE: 01-20-2023

ATTEST:

BY:   
Project Manager

Executed by the County on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
County Counselor

\_\_\_\_\_  
Clerk of the County Legislature

## Request for Legislative Action

Ord. #5713

Sponsor: Jeanie Lauer

Date: February 14, 2023

### Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5713
Sponsor(s):	Jeanie Lauer	Legislature Meeting Date:	2/14/2023

### Introduction

**Action Items:** ['Authorize']

**Project/Title:**

Approving Supplemental Agreement No. 2 with Anderson Engineering, Inc. in Kansas City, Missouri to extend the agreement schedule for design delays associated with the water main relocation as part of the Stoenner Road Bridge Replacement, Federal Project BRO-B048 (59).

### Request Summary

The County entered into an agreement with MoDOT to fund the construction of a new bridge on Stoenner Road in the Off System Bridge Program (BRO). This program provides for 80% funding on eligible costs for the project. The Local Entity is responsible for the 20% match. MoDOT has approved using our soft match credit for the match, which results in 100% federal funding for the design of this bridge (Ord. 5489 dated March 8, 2021).

The County entered a design contract (Ordinance No. 5553 for \$98,100.00) dated October 4, 2021 and a Supplemental Agreement No. 1 (Ordinance No. 5673 for \$16,500.00) dated October 3, 2022 with Anderson Engineering, Inc. (Kansas City, MO) for the design and plan preparation efforts to develop bridge replacement plans and water main relocation plans for the referenced project. Supplemental Agreement No. 2 has been approved by MoDOT (see attached e-mail) and will have **NO COST CHANGE** to the approved budget. The Supplemental Agreement is only for extending the final plan submittal date to December 31, 2023 to allow the Engineer to complete additional design work and obtained plan approval by Public Water Supply District (PWSD) No. 16 for the modifications to their system.

We request that:

1. The County Executive be authorized to execute Supplemental Agreement No. 2.
2. No additional funds will need to be encumbered by the Director of Finance for the supplemental agreement.
3. The Director of Public Works be authorized to approve adjustments in the design agreement, to the extent that there will be no further funding obligation by the County.

### Contact Information

<b>Department:</b>	Public Works	<b>Submitted Date:</b>	1/31/2023
<b>Name:</b>	Eric L. Johnson	<b>Email:</b>	ELJohnson@jacksongov.org
<b>Title:</b>	Senior Project Manager, Civil Engineer III	<b>Phone:</b>	816-881-4499

## Request for Legislative Action

<b>Budget Information</b>			
Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			<b>!Unexpected End of Formula</b>

<b>Prior Legislation</b>	
Prior Ordinances	
Ordinance:	Ordinance date:
5489	March 8, 2021
5553	October 4, 2021
5673	October 3, 2022
Prior Resolution	
Resolution:	Resolution date:

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

<b>Compliance</b>	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: MoDOT DBE goal of 8%	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	



## Request for Legislative Action

Not Applicable	
----------------	--

### Fiscal Information

- Funds sufficient for this expenditure will be/were appropriated by Ordinance #5673

### History

Submitted by Public Works requestor: Eric L. Johnson on 1/31/2023. Comments:

Approved by Department Approver Brian Gaddie on 1/31/2023 10:29:26 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 1/31/2023 2:33:23 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 1/31/2023 4:48:01 PM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 2/1/2023 6:59:56 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 2/1/2023 9:46:19 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 2/9/2023 11:11:34 AM. Comments:



PROJECT:	Stoenner Road Bridge	
DRAWING:	genlocation.pptx	
DATE:	November 4, 2020	
DESIGN:	ELJ	CHKD:
DETAIL:	ELJ	APD:

STOENNER ROAD BRIDGE RECONSTRUCTION

General Location Map

C1



*Looking east along Stoenner Road from the structure The roadway is chip sealed with minimal grass shoulders. Roadside ditches get steeper as they approach the structure. Guardrail has been installed.*

*Looking west along Stoenner Road from the structure The roadway is chip sealed with minimal grass shoulders. Roadside ditches get steeper as they approach the structure. Guardrail has been installed.*



*Looking upstream from the double cell RCB. The stream banks are very well defined and extend outside the wingwalls of the structure.*



PROJECT:	Stoenner Bridge	
DRAWING:	genlocation.pptx	
DATE:	November 4, 2020	
DESIGN:	ELJ	CHKD:
DETAIL:	ELJ	APD:

STOENNER ROAD BRIDGE RECONSTRUCTION

General Project Photos





*Upstream end of the structure. No center wingwall was constructed. Note the erosion of the roadside ditch at the end of the southeast wingwall. Rock blanket should be considered for each of the locations where the roadside ditches enter the streamway to prevent erosion.*

*Looking downstream from the double cell RCB. The stream banks are very well defined and extend outside the wingwalls of the structure. Note the erosion around the base of the trees immediately downstream of the structure. These should be removed to prevent blockage of the stream if they were to fall during a major storm event.*



*Looking at the downstream end of the structure. There is a significant drop from the end of the apron to the actual stream bottom.*



PROJECT:	Stoenner Bridge	
DRAWING:	genlocation.pptx	
DATE:	November 4, 2020	
DESIGN:	ELJ	CHKD:
DETAIL:	ELJ	APD:

STOENNER ROAD BRIDGE RECONSTRUCTION

General Project Photos





*The downstream toewall has degraded to the point that the reinforcing steel is exposed. Note the roadside ditch entering streamway behind the northwest wingwall.*

*Northeast corner of the structure taken from the roadside. Note the steepness of the grade to the roadside ditch.*



*Looking west along the north side of Stoenner Road at the structure. Note the underground utility that crosses over the double cell RCB (assumed fiber optic). During the field visit we noted overhead power and telephone on the poles. We did not see any markers for gas or water at this time. Need to review the County records for private easements.*



PROJECT:	Stoenner Bridge	
DRAWING:	genlocation.pptx	
DATE:	November 4, 2020	
DESIGN:	ELJ	CHKD:
DETAIL:	ELJ	APD:

STOENNER ROAD BRIDGE RECONSTRUCTION

General Project Photos

# Jackson County Missouri

# Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,  
this Certificate of Compliance is hereby issued to:

Anderson Engineering, Inc.  
941 W. 141st Terrace Suite A  
Kansas City, MO 64145  
2023 Certificate: 20230120VC781

Issued: 2023-01-20

Expires: 2023-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

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Chief Compliance Review Officer  
Jackson County Missouri  
816-881-3302  
compliance@jacksongov.org

## Eric L. Johnson

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**From:** Rachel R. Thomas <Rachel.Thomas@modot.mo.gov>  
**Sent:** Tuesday, January 17, 2023 3:09 PM  
**To:** kmester@ae-inc.com  
**Cc:** Earl J. Newill; Eric L. Johnson; mgibler@ae-inc.com  
**Subject:** RE: EXTERNAL BRO-B048(59) Stoenner Road Bridge Replacement

All – We will need to execute the supplemental agreement #2 to change the PS&E date because of the time gap. Ideally, we would like for the project to progress quicker than the 12/31/2023 PS&E date and encourage that, but realize the milestones take time to complete. I don't have any comments for the supplemental agreement #2. Please send me the signed copy when available.

Thanks,

Rachel R. Thomas  
Senior Transportation Planner  
MoDOT Kansas City District — Planning  
Direct: (816) 607-2255  
[Rachel.Thomas@modot.mo.gov](mailto:Rachel.Thomas@modot.mo.gov)



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

**A RESOLUTION** authorizing the Jackson County Legislature to hold a closed meeting on Tuesday, February 14, 2023, for the purpose of conducting privileged and confidential communications under section 610.021(12) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

**RESOLUTION NO. 21159**, February 14, 2023

**INTRODUCED BY** DaRon McGee, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Tuesday, February 14, 2023, during the regularly scheduled meeting of the Legislature; and,

WHEREAS, public notice of such closed meeting has been given by inclusion of this Resolution on the published agenda for said meeting; and,

WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications concerning documents related to a negotiated contract that has not been executed; and,

WHEREAS, such closed meeting is allowable under section 610.021(12) of the Revised Statutes of Missouri; now therefore,

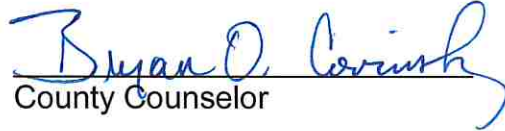


BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Tuesday, February 14, 2023, pursuant to section 610.021(12), RSMo, and closing all records prepared in connection therewith.

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21159 of February 14, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

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

**A RESOLUTION** awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of special event equipment rental for use by various County departments to Electra Entertaining and Events, LLC, dba AAA Party Rental of Lenexa, KS, under the terms and conditions of Invitation to Bid No. 119-22.

**RESOLUTION NO. 21160**, February 14, 2023

**INTRODUCED BY** Megan L. Marshall, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal bids on Invitation to Bid No. 119-22 for the furnishing of special event equipment rental for use by various County departments; and,

WHEREAS, a total of nineteen notifications were distributed and viewed, and one response was received and evaluated from Electra Entertaining and Events, LLC, dba AAA Party Rental of Lenexa, KS; and,

WHEREAS, pursuant to section 1054.6, Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract for the furnishing of special event equipment rental with one twelve-month option to extend to Electra Entertaining and Events, LLC, dba AAA Party Rental, as the lowest and best bidder; and,

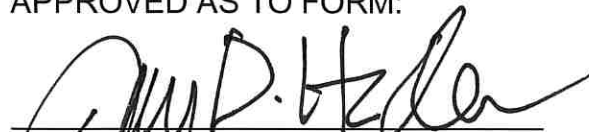
WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount; now therefore,


BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be, and is hereby, authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent sufficient appropriations to the using spending agencies have been made in the then current Jackson County budget.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21160 of February 14, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

2/7/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

## Request for Legislative Action

Res. #21160

Sponsor: Megan L. Marshall

Date: February 14, 2023

### Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21160
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	2/14/2023

### Introduction

**Action Items:** ['Award']

**Project/Title:**

Awarding a Twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend, for the furnishing of Special Event Equipment Rental for Various County Departments to Electra Entertaining and Events, LLC dba AAA Party Rental of Lenexa KS, under the terms and conditions of Invitation to Bid No. 119-22.

### Request Summary

Various County Departments require a Term and Supply Contract for the furnishing of Special Event Equipment Rental. The Purchasing Department issued Invitation to Bid No. 119-22 in response to those requirements. A total of (43) notifications were distributed, (19) document takers with (1) response received and evaluated. A Scoring Summary of the Invitation to Bid 119-22, Bidders Quotation Sheet, Bidders Exceptions Sheet and the using Departments Recommendation Memos are attached.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department and the using Departments recommend the award of a twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Special Event Equipment Rental for use by Various County Departments to Electra Entertaining and Events, LLC dba AAA Party Rental of Lenexa KS, meeting all the bid requirements under the terms and conditions of Invitation to Bid No. 119-22.

This award is made on as "As Needed" basis and does not obligate Jackson County to pay any specific amount. The annual estimated spend for use by Various County Departments is \$26,000.00. The availability of funds for this specific purchase(s) is subject to annual appropriations.

The Jackson County Compliance Portal was checked, status was green/issued and showed an expiration date of 2023-12-31.

### Contact Information

<b>Department:</b>	Finance	<b>Submitted Date:</b>	1/31/2023
<b>Name:</b>	John Konon	<b>Email:</b>	jkonon@jacksongov.org
<b>Title:</b>	Buyer	<b>Phone:</b>	816-881-3292

### Budget Information

## Request for Legislative Action

Amount authorized by this legislation this fiscal year:		\$ 0
Amount previously authorized this fiscal year:		\$ 0
Total amount authorized after this legislative action:		\$
Is it transferring fund?		No
<b>Single Source Funding:</b>		
Fund:	Department:	Line Item Account:
		<b>!Unexpected End of Formula</b>

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:

<b>Purchasing</b>	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
In Compliance	
<b>Minority, Women and Veteran Owned Business Program</b>	
Goals Not Applicable for following reason: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

<b>Fiscal Information</b>
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## Request for Legislative Action

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

### History

Submitted by Finance requestor: John Konon on 1/31/2023. Comments:

Approved by Department Approver Bob Cruetsinger on 2/1/2023 12:41:53 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 2/1/2023 1:39:24 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 2/1/2023 2:44:42 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 2/1/2023 2:53:38 PM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 2/2/2023 11:02:34 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 2/9/2023 11:05:31 AM. Comments:





**JACKSON COUNTY**  
**Parks + Rec**

22807 Woods Chapel Road  
Blue Springs, Missouri 64015  
MakeYourDayHere.com

Michele Newman, Director  
(816) 503-4800  
Fax: (816) 795-1234

## MEMORANDUM

TO: John Konon, Purchasing Department

FROM: Dianne Kimzey, Parks + Rec

DATE: January 26, 2023

RE: Special Event Rental

The Parks + Rec Department is recommending AAA Party Rental for Invitation to Bid 119-22 Special Event Equipment Rental.

This contract will supply the necessary tent equipment for Park events. The anticipated use on the contract is \$9,000 for the Department.

If you have any questions, please do not hesitate to contact me.



*Frank White, Jr., County Executive*

# Memo

**To:** Purchasing Department

**From:** Cathy Jackson

**cc:** Name

**Date:** 01/30/2023

**Re:** AAA Rental

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After carefully reviewing the rental vendor submissions, the Communications department feel that AAA party rental meets the County Executive Office needs for the rental of tents, tables and chairs.

The County Executive Office will spend approximately between \$1,000 to \$2,500 on the items listed on bid119-22.

Thank you,

Cathy I. Jackson

Communication Assistant

ATTACHMENT I  
 BIDDERS QUOTATION SHEET  
 JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 119-22

Item#	Tents	UOM	Colors Available	Unit Price
1	Tent, Canvas 20 X 20	EA	White	\$ 325 / day
2	Tent, Canvas 20 X 40	EA	White	\$ 480 / day
3	Tent, Canvas 30 X 30	EA	White	\$ 525 / day
4	Tent, Canvas 30 X 60	EA	White	\$ 950 / day
5	Tent, Canvas 40 X 40	EA	White	\$ 1000 / day
6	Tent, Canvas 40 X 80	EA	White	\$ 1650 / day
7	Tent, Canvas 60 X 60	EA		\$ N/A

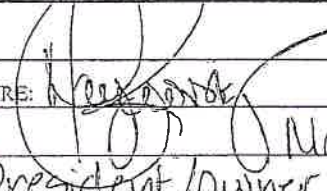
Item#	Tent Side Walls	UOM	Colors Available	Unit Price
8	Tent, Canvas Solid Side Wall	FT	White	\$ 25 <sup>00</sup> / 20 ft / day

Item#	Canopy	UOM	Colors Available	Unit Price
9	Canopy, Frame 20 X 20	EA	White	\$ 325 / day
10	Canopy, Frame 20 X 40	EA	White	\$ 480 / day
11	Canopy, Frame 30 X 30	EA	White	\$ 525 / day
12	Canopy, Frame 30 X 60	EA	White	\$ 950 / day
13	Canopy, Frame 40 X 40	EA	White	\$ 1000 / day
14	Canopy, Frame 40 X 80	EA	White	\$ 1650 / day

Item#	Folding Tables	UOM	Colors Available	Unit Price
15	Folding Table, 8' X 30"	EA	brown wood / tan plastic	\$ 8.50 / \$ 9.50 / day
16	Folding Table, 60" Round	EA	brown wood / gray / tan plastic	\$ 9.00 / \$ 9.50 / day

Item#	Chairs	UOM	Colors Available	Unit Price
17	Plastic Folding Chairs	EA	White brown or black	\$ 2.00 / day

Item#	Linens	UOM	Colors Available	Unit Price
18	Linens, Fitting 8' X 30" Table	EA	black, white, ivory spandex	\$ 48.50 / day
19	Linens, Fitting 60" Round Table	EA	black, white, ivory spandex	\$ 50.00 / day

SIGNATURE: 	DATE: 1/6/2023
NAME: Mary D. Rychnowsky (Print or Type)	PHONE: 816.333.1767
TITLE: President / owner (Print or Type)	MOBILE: 314.378.0141
COMPANY NAME: Electra Entertaining and Events LLC (Print or Type)	FAX: 816.444.7270
EMAIL ADDRESS: dba AAA Party Rental	mdrychnowsky@aaa.partyrental.com (Print or Type) Karen@aaa.partyrental.com

BIDDER'S EXCEPTIONS  
TO  
SPECIFICATIONS  
OF  
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 119-22

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Invitation to Bid. READ THIS PARAGRAPH CAREFULLY.

The following exceptions to the Specifications of Invitation to Bid No. 119-22 are requested by the undersigned Respondent: (Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED
5.14 of Page 3	All Reservations with delivery needed/requested will have a delivery fee of \$140.00/truck. Number of trucks is T.B.D. by scope of job/rental items.

Name of Firm: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_



# 119-22 - Special Event Equipment Rental

## Scoring Summary

### Active Submissions

	Total	A - Purchasing Evaluation	A-1 - Term and Supply Contract Page	A-2 - Affidavit
Supplier	/ 100 pts	/ 0 pts	Pass/Fail	Pass/Fail
AAA Event Rental	90	0	Pass	Pass



<b>A-3 - Copy of Certificate of Compliance</b>	<b>A-4 - Statement of Contractors Qualifications</b>	<b>A-5 - Acknowledgment of Receipt of Addenda</b>	<b>A-6 - Greater Kansas City Metropolitan Area Information Memo</b>	<b>A-7 - Bidders Quotation Sheet</b>
<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
Pass	Pass	Pass	Pass	Pass



<b>A-8 - Bidders Excerptions</b>	<b>B - Department Evaluation</b>	<b>B-1 - Exceptions</b>	<b>B-2 - Contractors Qualifications</b>	<b>B-3 - Bidders Quotation</b>
<b>Pass/Fail</b>	<b>/ 100 pts</b>	<b>/ 15 pts</b>	<b>/ 35 pts</b>	<b>/ 50 pts</b>
Pass	90	10	30	50

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

**A RESOLUTION** authorizing the County Executive and the Prosecuting Attorney to execute a Child Support Enforcement Cooperative Agreement with the Missouri Department of Social Services, Family Support Division.

**RESOLUTION NO. 21161**, February 14, 2023

**INTRODUCED BY** Venessa Huskey, County Legislator

WHEREAS, the Prosecuting Attorney recommends the execution of the attached Child Support Enforcement Cooperative Agreement with the Missouri Department of Social Services, Family Support Division, for the period January 1, 2023, through December 31, 2025; and,

WHEREAS, this Agreement will allow the County to continue to receive federal funding for its child support enforcement program; and,

WHEREAS, execution of this Agreement is in the best interests of the health, welfare, and safety of the citizens of the County; now therefore,

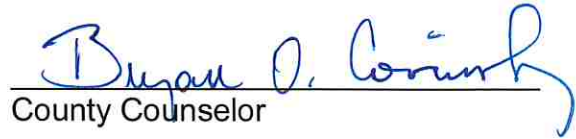
**BE IT RESOLVED** by the County Legislature of Jackson County, Missouri, that the County Executive and the Prosecuting Attorney be and hereby are authorized to execute the attached Child Support Enforcement Cooperative Agreement with the Missouri Department of Social Services, Family Support Division.



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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21161 of February 14, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

# Contract For Services

**Contract #: ER10223B001**



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

**Title:** IV-D County Reimbursement Cooperative Agreement  
**Contract Period:**  
January 1, 2023 through December 31, 2025

*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 E 11th St, Suite 1100**  
City, State Zip: **Kansas City, MO 64106-2421**

**County Level Designation:** Level B

**Multi-County Project Name (if applicable):**

**Contractor Contact Person Name and Title:** Melissa Mauer-Smith

**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 an authorized official of the Missouri Department of Social Services countersigns this document, 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 2 CFR 180) are not suspended or debarred by the federal government.*

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

\_\_\_\_\_  
Authorized Signature for the Circuit Clerk                      Name & Title                      Date

\_\_\_\_\_  
Authorized Signature for the Prosecuting Attorney                      Name & Title                      Date

\_\_\_\_\_  
Authorized Signature for the County Commissioner/Executive                      Name & Title                      Date

\_\_\_\_\_  
Authorized Signature for the Department of Social Services                      Date

## **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 IV-D 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",
  - c. For the purpose of this cooperative agreement, the Prosecuting Attorney's Office in a single county, or the Prosecuting Attorney's Office of the host county of a Multi-County project, provides the IV-D casework services. The Circuit Clerk's office in the county exchanges information in the Missouri Automated Child Support System (MACSS) and provides requested court documents to the Department, including, but not limited to certified copies of orders for this cooperative agreement.
  - d. For the purpose of this cooperative agreement, the term "and/or" shall mean "or, or both".
- 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 Missouri Office of Administration.
- 1.3 The mission of the Department of Social Services, Family Support Division is Empower Missourians to live safe, healthy, and productive lives.
- 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 for children. Those children include those receiving Temporary Assistance for Needy Families (TANF) benefits under Part IV-A, Title XIX Medical assistance, benefits or services for foster care maintenance under Part IV-E, and for any other child, if an individual applies for such services with respect to such child.
- 1.5 The contract period shall be from January 1, 2023 through December 31, 2025.

## **2 General Performance Requirements**

- 2.1 The contractor shall provide services in accordance with the provisions and requirements stated herein. Services purchased by the Department shall consist only of those services described herein.
- 2.2 **Coordination**
  - 2.2.1 The contractor shall coordinate all contract activities with designated representatives of the Department.
  - 2.2.2 The contractor shall attend and otherwise participate in orientation, planning and other meetings with the Department, as required.
  - 2.2.3 In the course of providing the services required herein, the contractor shall collaborate with other agencies, resources and individuals as requested by the Department.
- 2.3 **Correspondence**
  - 2.3.1 Within five (5) business days of contract award, the contractor shall provide the Department with the name, address, electronic mail (e-mail) address, and telephone number of the contractor's representative servicing the contract.
  - 2.3.2 Within five (5) business days of a change in the contractor's contact person, the contractor shall provide the Department with the name, address, electronic mail (e-mail) address, and telephone number of the contractor's contact person servicing the contract.
    - a. The contractor understands that the Department will use e-mail to transmit contract documents and other correspondence from the Department to the contractor.
    - b. The contractor must obtain a state e-mail address.

- c. Any and all e-mails containing information regarding IV-D specific cases must be sent and received utilizing the state e-mail address to the Department and any other person, attorney, agency, business, or entity. The contractor must encrypt any e-mail sent to an individual that does not have a state e-mail pursuant to the Department's Missouri Child Support Procedural Manual in the Confidentiality Chapter: <https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/section-iii-general-case-activities/chapter-1-confidentiality/>
- d. It shall be the responsibility of the contractor to ensure the timely review and response to e-mails. The contractor's contact person must utilize their state e-mail at least weekly. This will ensure continued access to the state e-mail system.

2.3.3 The Department will use e-mail to transmit contract documents and other correspondence to the contractor. The Department shall encrypt emails to the contractor that contain information confidential by law to protect such from unauthorized disclosure. The contractor shall ensure the timely review and response to e-mailed documents and information.

2.3.4 The contractor shall encrypt any electronic correspondence containing information confidential by law.

#### 2.4 **Contractor's Personnel**

2.4.1 The contractor shall only employ personnel authorized to work in the United States. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), P.L. 104-208, 110 Stat. 3009, and INA Section 274A (8 U.S.C. §1324a).

- a. If the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.
- b. The contractor shall fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

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

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

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

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

- 2.6.1 Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.525&bid=14999&hl=>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor shall complete applicable portions of the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of exhibit and any required documentation must be submitted prior to an award of a contract.

2.7 **Debarment Certification:**

- 2.7.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.
- 2.7.2 The contractor must complete and submit the exhibit titled Certification Regarding Debarment prior to award of a contract.

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

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

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

- 2.9.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 2.9.2 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 2.9.3 If during the life of the contract, the contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
- 2.9.4 Regardless of company status or number of employees, the contractor must complete and submit the applicable portion of the exhibit titled Anti-Discrimination Against Israel Act Certification. Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The contractor must submit the applicable portion of the exhibit prior to award of a contract.

2.10 **HIPAA:**

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

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

2.11 **Subrecipient of Federal Funds:**

2.11.1 For the purposes of this contract, the contractor has been determined to be a subrecipient of federal funds.

2.11.2 The contractor shall comply with the Federal Funds Subrecipient Requirements, attached hereto as Attachment B.

2.11.3 As used in Attachment B, the term "subrecipient" shall refer to the contractor and the term "state agency" shall refer to the Department.

**3 Specific Performance Requirements**

3.1 **General Program Requirements**

3.1.1 Pursuant to 13 CSR 40-108.040, and for the purpose of this contract, the following definitions shall apply:

- a. Level A County – A county that has sole responsibility for the entire operation of the IV-D program in that county and performs specific legal functions on cases referred to them by the Department.
- b. Level B County – A county in which the prosecuting attorney has sole responsibility for a specific portion of the IV-D program in that county and performs specific legal functions on cases referred to them by the Department.
- c. Level C County – A county in which the Department has 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 to perform judicial IV-D duties, with one county acting as the Host Level C county. The Host County is responsible for referrals assigned to all counties within the project.
- 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, including all cases requiring legal referral for "requested action" pursuant to the Department's Missouri Child Support Procedural Manual.

<https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>

3.1.2 Pursuant to 13 CSR 40-108.040, 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 C (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 are controlling for all administrative IV-D activities and purposes to be performed by the contractor and the contractor shall abide by these policies and procedures to assure compliance with state and federal laws and regulations. Nothing in 3.1.3 supersedes the prosecuting attorney's requirements to follow all applicable state and federal laws and regulations and the Missouri Rules of Professional Conduct.

a. The Department policies and procedures can be located at:

<https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>

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 to use his/her his 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, 45 CFR part 74 and 45 CFR part 75.361.

- 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 providing a copy of the proposed contract and obtaining the prior written approval of the Department.
- 3.1.7 The contractor shall forward all outside child support inquiries (e.g. media, legislator, vendor, and other governmental agencies), with the exception of inquiries made by persons receiving support or persons paying support on their own cases, made to the contractor regarding the statewide child support program, its policies, procedures or performance 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 IV-D cases in which judicial actions are to be pursued by the contractor, but shall not disclose individual, specific, confidential, or HIPAA related information on any IV-D related case or material. The contractor shall provide notice of a contractor program inquiry and its response immediately to the Department. Responses shall not include information about the contract, the statewide child support program, its policies, procedures or performance.
- 3.1.9 The contractor shall notify the Department by e-mail of the following personnel changes: within three (3) business days of an employee's start date, the names and necessary forms for access to state systems of all new personnel; and within three (3) business days of personnel departures.
- 3.1.10 The contractor's employees shall utilize the Department's Microsoft Outlook Webmail system for electronic mail (e-mail) for contract documents and other correspondence related to the referrals of cases and related case activity pursuant to this contract. Access to this Microsoft Outlook Webmail system for electronic mail should occur weekly unless out of the office.
- 3.2 Prosecuting Attorney's (PA) Office Responsibilities
- 3.2.1 The PA must take appropriate legal action on any and all cases referred to them from the Department as authorized pursuant to Chapters 210, 452, 454, and Section 568.040 RSMo and within the time frames specified in 13 CSR 40-108.040 . Case action shall include, but is not limited to:
- a. Filing judicial paternity actions including filing a co-respondent petition when the custodian fails to cooperate in paternity or establishment actions if the custodian is receiving Temporary Assistance for Needy Families or Medicaid;
  - b. Filing criminal and civil actions in all cases where the county has jurisdiction including cases where the child or parent receiving support does not reside in a county the contractor serves. Legal action shall include pursuing current support without the cooperation of the person receiving support (PRS) if the PRS is receiving TANF and pursuing state arrears only cases without the cooperation of the PRS.
    1. However, the following exceptions apply for enforcement cases:
      - i. If the PA takes an action(s) that results in a support payment posting to the case within the first counted sixty (60) days, then the requirement to file a legal action is satisfied by this substitution.
      - ii. If the PA refers the person paying support to a state-approved diversion program and that person enrolls and participates within the first counted sixty (60) days, then the requirement to file a legal action is satisfied by this substitution.
    2. In both of the above exceptions, the PA should not return the referral, but monitor the person paying support's compliance. If the person paying support ceases to pay under an enforceable order, or once participation in a state-approved diversion program ends and the case is not in paying status, then the PA shall pursue the referral, if appropriate, by filing a legal action.
    3. Both of these exceptions shall be recorded with FSD in the Missouri Automated Child Support System (MACSS) and via the PA judicial statistics website, and
  - c. Filing judicial modifications of support orders upon request of the Department pursuant to 454.435.

- d. Filing motions for judicial review and approval of administrative modification of judicial orders upon request of the Department.
- 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 requirements.
- 3.2.3 The PA shall be responsible for all direct communication regarding the actions taken pursuant to a referral with the person receiving support (PRS), the person paying support (PPS), and any attorney representing a party.
- a. Direct communication includes providing an office phone number that will be answered during the PA's regular business hours by PA staff.
  - b. If the PA office utilizes a voice attendant to answer incoming calls, calls must be transferred to PA staff who shall answer calls if available. Messages shall be returned within two business days.
  - c. Incoming calls shall not automatically be transferred to voice mail unless the PA office is closed or all staff is unavailable. If the PA office is closed callers should be given the opportunity to leave a message.
  - d. PA staff and voice attendant messaging systems shall not refer callers, PPSs, PRSs, or attorneys representing a party to FSD for case information on any IV-D case where the PA has an active referral or where the PA has sole responsibility for the IV-D program within the county (Level A and B counties).
- 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 40-108.040;
  - d. document the reason for return or rejection of any referral for any reason upon closing and returning the referral; and
  - e. enter order information after registering foreign orders for enforcement or modification.
- 3.2.5 The PA shall use the Department's OnBase Document Imaging System (OnBase) to:
- a. Obtain referral documents, including copies of certified copies. If original certified copies of Missouri orders are needed, copies must be requested from the circuit clerk.
  - b. Access documents necessary when taking actions on cases assigned to and/or referred to the counties by the Department,
  - c. Access documents necessary for discovery as appropriate, ensuring any confidential information is not disclosed on family violence situations, and
  - d. PA shall be responsible for providing discovery on cases referred to their office and to ensure all personal identifying information and confidential information is properly redacted.
  - e. If the PA does not currently utilize OnBase, the PA shall take all steps to install OnBase upon execution of this contract.
  - f. If the Department determines the county is unable to utilize OnBase, the county shall receive referrals via e-mail to the county staff's state e-mail address.
- 3.2.6 The PA shall utilize the Electronic Document Exchange (EDE) application on the federal Child Support Portal to send outgoing Uniform Interstate Family Support Act (UIFSA) referrals to other state support agencies. If other the state does not utilize EDE, the PA shall mail the referral.
- 3.2.7 The PA's personnel shall attend all training courses deemed appropriate by the Department.
- 3.2.8 The PA shall retain and monitor referrals accepted for enforcement for a time sufficient to show consecutive months of support payments were made and those payments indicate that continuing compliance is more likely than not.
- a. At a minimum, the PA shall monitor payments:
    - 1. Not less than 3 months after initial judicial action completed if the person paying support has complied with the Judgment of Contempt or Order of Probation or Parole.
    - 2. Not less than 6 months for all other cases.



- b. If payments have not been made in consecutive months in compliance with a purge or probation order or a voluntary agreement with the PA, then the PA shall take the next legal action available to attempt to collect payments on the case.
- c. Referrals may be closed in cases where it is known that the person paying support cannot make payments as ordered due to incarceration, disability, or in cases that are dismissed by the court.
- d. Once the person paying support has successfully completed probation and has paid an additional 3 months support, the referral shall be closed unless the Department gives written approval for the case to remain on PA referral.

3.2.9 The PA shall return referrals to the Department when:

- a. there is lack of jurisdiction,
- b. a conflict of interest exists,
- c. no reasonable legal remedy is available,
- d. the Department fails to provide necessary information requested by the contractor within fourteen (14) calendar days
- e. at the request of the Department, or
- f. in other extenuating circumstances upon mutual agreement between the Department and the contractor.

The PA must return referrals within fifteen (15) calendar days of request of the Department.

3.2.10 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 or to agree to forgive or reduce post-judgment principal or arrearages assigned to the Department, or judgments or arrearages due to the family. The PA may only agree or consent to forgive or reduce post-judgment principal or arrearages after obtaining settlement authority and settlement approval from the Director or the Deputy Director of the Family Support Division.

3.2.11 The PA may petition for a judgment against the person paying support 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

3.2.12 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. The PA shall be responsible for using the available information, including information in MACSS to calculate child support obligations and present the necessary Form 14 calculations to the court; the Department will not send Form 14 calculations with referrals. The PA shall ensure that any court approved Form 14 is filed in the court case. 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.

- a. The MO Form 14 can be found at: <https://www.courts.mo.gov/file.jsp?id=114613>

3.2.13 The PA shall review its "Referral Checklist" at least once per year by December 31<sup>st</sup> on the Department's intranet site (<http://dssweb.cds.state.mo.us/fsd/training/CSE/PA/LegalReferralReq/index.htm>). All changes that need to be made shall be coordinated through the Department's Prosecuting Attorney MACSS Liaison. The PA shall refer to section 3.2, specifically paragraphs 3.2.5 and 3.2.11, and shall not contradict the terms of this Contract for Services when updating its Referral Checklist.

3.2.14 The PA shall not represent any interested party other than the Department in any matter referred to the contractor.

3.2.15 Pursuant to section 568.040 RSMo, the contractor shall report to the Department on a quarterly basis (April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>) 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 dispositions of an original felony/misdemeanor criminal charge. Dispositions include that the person paying support has:
    1. plead to a suspended imposition of sentence; or
    2. plead to a suspended execution of sentence; or
    3. plead guilty and was sentenced; or
    4. was convicted after trial.
  - b. Convictions defined and recorded here do not include subsequent orders on the same criminal case occurring after a probation violation hearing or motion to revoke probation.
- 3.2.16 The PA shall submit Prosecuting Attorney Judicial Statistics on the Department's intranet site <https://apps.dss.mo.gov/macCriminalNonSupport/> such statistics include those required under section 568.040 RSMo and any other statistical data requested by the Department.
- 3.2.17 The PA shall inform the Department of any adverse decision made by the Court on a referral handled by that PA where it is the PA's legal opinion that the adverse decision is contrary to established law affecting the child support program. The harmed party may be the State, or a party to the underlying case, or both. This notification should be a timely e-mail to [CS.Legal@dss.mo.gov](mailto:CS.Legal@dss.mo.gov) and the Department's Prosecuting Attorney Liaison and will include a written recommendation regarding whether an appeal is appropriate based on the law and the facts and the reasoning behind the recommendation. The Department will review the recommendation and make a final determination regarding whether the case should be appealed.
- 3.2.18 If a subpoena is served on the PA, or their personnel, on a child support case assigned or referred to the PA's office, a copy of the subpoena is to be sent by e-mail to [CS.Legal@dss.mo.gov](mailto:CS.Legal@dss.mo.gov) and the Department's Prosecuting Attorney Liaison. The subject line of the email should include the following: subpoena, person paying support's name and IV-D case number.
- a. If FSD is served a subpoena for FSD records on a civil contempt or criminal non-support case assigned or referred to the PA's office by opposing counsel as a means of discovery, the PA at the request of FSD shall file a Motion to Quash the subpoena, file a Motion for a Protective Order, and produce responsive documents from MACSS and OnBase with proper redactions made.
  - b. If the PA is served with any action naming the Department of Social Services, the Family Support Division, or any Department or Division director or employee as a defendant or respondent the PA shall forward a copy to [CS.Legal@dss.mo.gov](mailto:CS.Legal@dss.mo.gov) and the Department's Prosecuting Attorney Liaison. Further, the PA shall file an objection with the court and plaintiff or plaintiff's counsel stating the PA does not represent the Department or Division on the matter and does not have any authority to accept service of process.
- 3.2.19 It shall be the responsibility of the PA to notify the PA Liaison if the sole child support staff personnel in the PA's office is out for more than one week.
- 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 attend all training courses deemed appropriate by the Department. MACSS training courses are provided by the Office of State Courts Administrator (OSCA).
- 3.3.3 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.
- 3.3.4 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).

- 3.3.5 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) The Clerk must complete all requests within ten (10) calendar days.
- 3.3.6 The Clerk shall provide certified copies of documents requested by the Department.
- 3.3.7 It shall be the responsibility of the Clerk to notify the PA Liaison if the sole child support clerk in the circuit clerk office is out for more than one week.
- 3.3.8 The Clerk shall notify the Department by email within three (3) business days for circuit clerk employees working with MACSS for the following personnel changes:
- a. the employee's start date;
  - b. the names and necessary system access forms for all new personnel; and
  - c. personnel departures.
- 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 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 The Department will use its best effort to provide proper notice to the contractor of any proposed rule or regulation impacting the child support 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/TN3270 Plus;
  - 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;
  - d. Microsoft Office application assistance related to child support business; and
  - e. Problem resolution assistance for Intranet and Internet 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, within five (5) business days of receipt of the request. The Contractor's requests for user IDs and passwords shall be submitted through the Department's online security access unit or the PA Program Assistant unless the contractor has a security officer who enters Automated Security Access Processing (ASAP).
- 3.4.7 The Department will notify the contractor, or their designee of the following information:
- a. Key personnel changes at the Department;
  - b. Statewide statistical data;
  - c. Missouri's annual federal self-assessment 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 40-108.040.
- 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 The contractor shall submit an annual budget request on or before July 1<sup>st</sup> of each year to the Department for approval. Annual electronic budget forms will be provided to the contractor no later than May 1<sup>st</sup> each year. The contractor shall utilize the annual budget form to submit the PA's annual budget request. The contractor's budget request should reflect the contractor's office and staff caseloads, the contractor's acceptance and rejection of child support cases, the average cost per case handled by contractor, and the performance percentage for collections per dollar spent by contractor.
- a. If the Department proposes any different review, method, or calculation formula to determine the next annual budget for the contractor, then the contractor shall have fifteen (15) calendar days to provide comments on the proposed changes in the calculations. The MOPS and/or MAPA representative shall have an opportunity to discuss the changes in calculations with the Department before final application of the review, method, or calculation formula is made to the budgets of the counties.
  - c. The contractor shall refer to Section 4 of Attachment B to determine the amount of indirect costs they may be reimbursed.
  - d. The contractor must submit the annual budget request via e-mail to the Department's Prosecuting Attorney Liaison.
- 3.5.4 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. The contractor shall acquire space from the private sector in accordance with sections 105.454, and 50.660 RSMo, and 13 CSR 40-108.010(5) (A).
- 3.5.5 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 40-108.010(5)(D).
- 3.5.6 The contractor shall receive prior written approval from the Department for out-of-state travel for child support training. Out of state travel for training is limited to two people one time per year per office.
- 3.5.7 Pursuant to 13 CSR 40-108.010 (3)(F), the contractor shall receive prior written approval from the Department for out-of-state travel for performance of reimbursable child support activities, excluding training, 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. The Department will pay approved reimbursement 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, Monitoring and Compliance-Financial
- 3.6.1 The contractor shall provide, to the Department, copies of all notices and reports as described herein of any audit performed by another entity to:
- Department of Social Services  
Division of Finance and Administrative Services  
P.O. Box 1082  
Jefferson City, MO 65102  
Or [DFAS.ComplianceUnit@dss.mo.gov](mailto:DFAS.ComplianceUnit@dss.mo.gov)
- 3.6.2 The Department may conduct financial reviews 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.
- 3.6.3 The contractor shall make available all appropriate financial records to the authorizing representatives conducting the review.
- 3.6.4 Reimbursements to the contractor shall, in all cases, be subject to an adjustment after a financial review 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 will advise the PA in writing when a decision is made on the additional funds request.
- 3.6.5 The Department reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. The Department shall have the right to impose special conditions and restrictions and will provide written notification to the contractor if the Department determines that it will impose any special conditions or restrictions. 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, including daily activity logs and timesheets of all IV-D work performed;
  - c. Requiring the contractor to obtain technical or management assistance;
  - d. Establishing additional prior approvals from the department; and
  - e. In person audit and observation of IV-D work performed.

### 3.7 Audits, Monitoring and Compliance-Performance

- 3.7.1 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.
- 3.7.2 The audits may include, but are not limited to, remote review of data entered into MACSS or on-site audits of hardcopy or electronic case records. 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 (a) and 303.2(c) and shall include, at a minimum, the following:
- a. Original referral documentation;
  - b. Record of all relevant contacts with the parties to the action; and
  - c. Record of all legal action.
- 3.7.3 The Department will measure the contractor's performance in accordance to 13 CSR 40-108.040 for cases referred from the Department for legal action. The Department shall conduct compliance reviews for this purpose solely on the case information contained in MACSS.

### 3.8 Prosecuting Attorney Compliance:

Pursuant to 13 CSR 40-108.040, 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 and/or staff as directed by the Department shall attend necessary and required training when determined to be non-compliant with program performance standards.

- d. Prosecuting Attorney staff shall attend MACSS Basics training provided by the Department at the first opportunity after being hired. Other MACSS and OnBase training maybe required by the PA Liaison. The PA Program Assistant or PA Liaison will notify the Prosecutor and/or staff of the method of training and provide the necessary training material.

### 3.9 Federal Tax Information

- 3.9.1 The contractor and any subcontractors shall comply with IRS Publication 1075 Security Guidelines to specifically include, but not limited to, the requirement to notify the state agency immediately, but no later than twenty-four (24) hours after identification of a possible security issue involving Federal Tax Information (FTI) as required by IRS Publication 1075, paragraph 10.4. Further, the contractor shall comply with the federal tax information requirements stated in the Assurance of Safeguarding IRS/SSA Restrictions/Penalties (Exhibit #5) 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: (<https://apps.dss.mo.gov/FSDIRSSafeguardingForms/>)
  - b. complete and print the electronic *Internal Inspections Report* annually (<https://apps.dss.mo.gov/FSDIRSSafeguardingForms/>) 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 person paying support 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 [angela.r.terry@dss.mo.gov](mailto:angela.r.terry@dss.mo.gov).

## 4 **General Contractual Requirements**

### 4.1 General

- 4.1.1 The contract shall consist of the original contract document and any subsequent amendments to the contract.
- 4.1.2 This contract shall be construed according to the laws of the State of Missouri. The contract governs the terms and conditions of the contracted services provided by the contractor. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, such provision(s) shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.
  - a. The agreement will be read and enforced as though every provision of law and clause required by law to be inserted herein were included. If any such provision is not inserted, then upon the notification of either party the agreement will be amended to make such correction.
- 4.1.3 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- 4.1.4 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract.
- 4.1.5 The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 2 CFR Part 180) are not suspended or debarred from contracting with the federal government. In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.

- a. Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.
- 4.1.6 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.
- 4.1.7 As authorized under sections 432.230 and 432.255 RSMo, the use of electronic signatures shall be permitted for contract documents. Additionally, contract documents maintained in electronic format shall be considered the official, legal record and shall have the same force and effect, as would a paper document.
- 4.2 **Amendment, Renewal and Termination:**
- 4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 4.2.2 Any change to the contract, whether by modification or supplementation, shall be accomplished by a formal, written contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract shall not be enforceable.
- 4.2.3 The Department shall have the right, at its sole option, to renew the contract by written notice to the contractor. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.
- 4.2.4 Either party, with or without cause, may terminate the contract by giving 60 calendar days advance written notice to the other party. The termination shall be effective 60 calendar days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its clients before the end of the 60 calendar day period, if applicable.
- 4.2.5 The Department may terminate the contract for breach of contract by providing the contractor with written notice of termination.
- a. The termination shall become effective on the date specified in the notice.
  - b. The Department shall not pay for services rendered or goods provided after the termination of the contract.
- 4.2.6 At its sole discretion, the Department may give the contractor an opportunity to cure the breach. The Department will provide the contractor any opportunity to cure the breach in writing.
- 4.2.7 The Department shall deem any written notice to the contractor sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail (e-mail), or otherwise delivered to an authorized employee of the contractor or the contractor's address of record.
- a. The contractor shall notify the Department within ten (10) business days of any change to the contractor's address of record or mailing address, or both.
- 4.2.8 In the event of termination all client records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor, as a direct requirement specified in the contract, shall become the property of the Department.
- a. Upon termination of the contract, the contractor shall maintain, store, transfer, dispose and provide for the authorized release of all client records, documentation, data, reports, supplies, equipment and accomplishments developed by the contractor as a requirement of the contract, as directed by the Department. The contractor shall not destroy or dispose of any such records, documentation, data, reports, supplies, equipment and accomplishments without the prior, written permission of the Department.
  - b. Upon termination of the contract, the Department shall have access to all client records pertaining to the performance of the contract. As requested by the Department, the contractor shall make available to the Department all client records and documents prepared or developed as a result of the contract.
- 4.2.9 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility or the continuity of those services required under the terms of the contract to an individual or organization designated by the Department, if requested in writing. The contractor shall provide or perform any or all of the following responsibilities:

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

#### 4.3 **Subcontracting:**

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

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

- 4.4.1 The contractor certifies that the contractor has no other contractual or other relationships, which create any actual, or appearance of conflict of interest. During the term of the contract, neither the contractor nor any of its employees shall acquire any other contractual relationships, which would create such a conflict.
  - a. In the event the contractor becomes aware of any circumstances that may create a conflict of interest the contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.
  - b. The contractor shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. The contractor shall submit such notification to the Department in writing within seven (7) business days after the contractor discovers a conflict or appearance of a conflict.
  - c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:
    - 1) Exercising any or all of the Department's rights and remedies under the contract, up to and including terminating the contract with or without cause;
    - 2) Directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or



3) Taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

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

4.4.3 The contractor certifies that:

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

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

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

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

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

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

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

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

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

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

#### 4.6 **Personnel and Staffing:**

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

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

- a. The contractor shall not substitute personnel without written approval of the Department. 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 and Applicable Laws and Regulations:**
- 4.7.1 Non-Discrimination - 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. 45 CFR Part 92 -- Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability in Health Programs or Activities Receiving Federal Financial Assistance and Programs or Activities Administered by the Department of Health and Human Services Under Title I of the Patient Protection and Affordable Care Act or by Entities Established Under Such Title;
  - b. 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;
  - c. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
  - d. 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;
  - e. 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;
  - f. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
  - g. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
  - 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 via the contract.
- 4.7.2 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 CFR Part 200, subpart F, including subsequent amendments or revisions.
- a. 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.
  - b. In the event federal funds are not utilized for contract, the contractor shall provide to the Department a copy of its annual report or statement on compliance and on internal control prepared by its external, independent public accounting firm.
  - c. If the contractor is a sub-recipient as defined in 2 CFR Part 200, subpart F 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 Cost Principles:
- a. 2 CFR 225 – State, Local and Indian Tribal Governments;
  - b. 2 CFR 230 – Non-Profit Organizations;
  - c. 2 CFR 220 -- Educational Institutions;
  - d. 48 CFR 31.2 – For-Profit Organizations; and
  - e. 45 CFR 74 Appendix E – Hospitals.

- 4.7.4 Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the Department is obtained. Any statement, press release, or other document describing projects or programs funded with federal funds shall clearly state the following as provided by the Department:
- a. The percentage of the total costs of the program or project that will be financed with Federal funds;
  - 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.
- 4.7.6 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 4.7.7 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 4.7.8 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.).
- 4.7.9 The contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement:  
(<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>)
- 4.7.10 The contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended.
- 4.7.11 The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The contractor shall report any conviction of the contractor's personnel 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 make a report of a conviction to the Department within five (5) working days after the conviction.
- 4.7.12 Contractor Whistleblower Protections:
- a. 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.
  - b. 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.
  - c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.
- 4.8 **Financial Requirements:**
- 4.8.1 The Department shall determine the availability of funding for this contract. The Department determination shall be final and without recourse by the contractor.

- 4.8.2 Funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.
- a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
  - b. In the event funds are not appropriated or available for the contract, the Department shall provide prompt notification to the contractor.
  - c. In the event funding for the contract becomes unavailable or interrupted, the contractor shall, upon written notification from the Department, suspend work activities and incur no further costs under the contract, until such time as the Department notifies the contractor, in writing, that funding has been restored and work activities may resume.
  - d. In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
  - e. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.
- 4.8.3 The Department shall make payments due under the terms of the contract upon receipt and approval of a properly itemized invoice, as set forth herein.
- a. The contractor shall submit invoices in accordance with the requirements stated in the contract and no later than the time period specified in § 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.
  - b. The contractor shall not invoice federal or state tax.
- 4.9 **Contractor Liability:**
- 4.9.1 The contractor shall be responsible for any and all personal injury, including death, or property damage as a result of the contractor's actions, or inactions, including but not limited to, misconduct, negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract.
- a. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor shall pay, indemnify, save and hold harmless the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.
- 4.9.2 The contractor shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 4.10 **Insurance:**
- 4.10.1 The Department shall not be required to save and hold harmless and indemnify the contractor, its employees, agents or subcontractors against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the public against any loss, damage and expense related to the contractor's performance under the contract.
- 4.10.2 The contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.
- 4.10.3 If the contract involves the performance of medical services of any type, the contractor shall maintain adequate liability insurance to cover all medical services rendered.

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

4.11 **Recordkeeping and Reporting Requirements:**

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

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

- a. the specific number and type of service units provided;
- b. itemized revenues and expenditures related to the performance of the contract;
- c. the number and type of clients served;
- d. detailed documentation of services provided to each client, included progress notes;
- e. any and all records necessary for performing a full audit of the contractor's performance under the contract; and
- f. other relevant records.

4.11.3 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under this contract. The contractor shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The contractor shall immediately notify the Department of any cash flow issues where the contractor's obligations required under this agreement would be in jeopardy.

4.11.4 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises or records, or both, which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.

4.11.5 The contractor shall promptly provide the Department with access to Department clients and records of the Department clients without limitation.

- a. The contractor shall promptly produce all e-mails and correspondence related to Department clients, as requested by the Department.

4.11.6 The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five year (5) limitation and have not been resolved. All records shall be retained until all audit questions or legal actions, or both have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.

4.11.7 The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address of record, Executive Director, or change in ownership or control of the contractor's organization.

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

4.12 **Confidentiality:**

4.12.1 All discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential, to the extent required by law.

4.12.2 The contractor shall release no reports, documentation or material prepared pursuant to the contract to the public without the prior written consent of the Department, unless such disclosure is required by law.

- 4.12.3 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 4.12.4 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
  - b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
  - c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;
  - d. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
  - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.
- 4.12.5 Substance Abuse Records- 42 U.S.C. §§290dd-2 and 42 C.F.R. Part 2.1 governs the confidentiality of substance abuse records and provides for specific mechanisms to obtain such records and the information therein. Any records and information that may be maintained by the Department or contractor concerning confidential drug or alcohol treatment or for any medical, psychological, or psychiatric treatment would be released by the consent of the recipient of the treatment. Those releases do not permit the Department/contractor to further release that information without the consent of the patient unless authorized by court order entered pursuant to procedures set out at 42 C.F.R. §2.61 et seq.
- 4.13 **Property of State:**
- 4.13.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri.
- a. Upon expiration, termination, or cancellation of the contract, all such items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the Department.
- 4.13.2 Any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required herein, but not required, as a specific deliverable of the contract, shall remain the property of the contractor. The contractor shall be responsible for ensuring that such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- 4.13.3 In the event any copyrighted material is developed as a result of the contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish, use, and authorize other to use, the work/materials for Department and State of Missouri purposes.
- 4.14 **Notification Requirements:**
- 4.14.1 The contractor shall notify the Department within one (1) business day of the death of a Department client receiving services under the contract.
- 4.14.2 The contractor shall notify the Department and make the required hotline report within one (1) business day, when there are allegations of physical abuse, sexual abuse, verbal abuse or neglect of a child.
- a. The contractor shall report any suspected instances of child abuse or neglect to the Child Abuse/Neglect Hotline (800) 392-3738 or make a report online at <https://dss.mo.gov/cd/keeping-kids-safe/can.htm> pursuant to state statute, Section 210.115 RSMo.
- 4.14.3 In the event the conduct of a client is jeopardizing the safety of him/herself or others in the community, the contractor shall immediately notify the Department as provided in 4.14.2 (a). If an immediate response is needed to ensure the health and safety of the child or others, the contractor shall also notify local law enforcement officials.

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

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

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

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

## **5 Payments to the Contractor**

- 5.1 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 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 40-108.010 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 Department shall reimburse the contractor 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 an address as directed by the PA Liaison.



- 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; or
  - 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:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

## Attachment A – Business Associate Agreement

(rev 08-29-13)

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

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

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

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

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

## Attachment B: Federal Funds Subrecipient Requirements

1. In performing its responsibilities under the contract, the subrecipient shall fully comply with:
  - a. 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - b. All applicable terms and conditions of the award.
  - c. All other applicable laws, regulations and policies authorizing or governing the use of any federal funds paid to the subrecipient under the contract.
2. The subrecipient shall not utilize federal funds, or any required matching funds, provided under the contract as matching funds for any other federal award, unless specifically allowed under that award.
3. **Allowable Costs:** Unless otherwise stated in this RFP, the subrecipient shall invoice the state agency based on actual, allowable costs incurred.
  - a. The subrecipient shall ensure all expenditures invoiced, claimed and/or reported satisfy the General provisions for allowable costs, as defined in the 2 CFR Chapter 1, Chapter II, Part 200, Subpart E- Cost Principles; and Specific provisions for allowable costs, as defined in applicable Federal program rules.
4. **Indirect Cost Rates and Administrative Rates:** In the event indirect costs and/or administrative rates are included as part of the cost reimbursement under the contract, the following will apply:
  - a. If a subrecipient has an approved federally negotiated indirect cost rate, the state agency will accept the approved indirect cost rate, unless doing so would conflict with federal statutes or an exception has been approved by the federal agency, based on documented justification. (2 CFR § 200.414) If a federal agency has approved a new or different rate subsequent to the beginning of a contract period and the effective date is retroactive, the change (increase or decrease) will not be recognized and accepted until the following contract period.
  - b. A rate of 10% of Modified Total Direct Costs (MTDC) will be used for those subrecipients that do not have a federally negotiated indirect rate (2 CFR § 200.414).
  - c. **Administrative costs** are defined as general administration and general expenses such as the director's office, accounting, personnel, library expenses and all other types of expenditures not listed specifically under one of the subcategories of "Facilities", (including cross allocations from other pools, where applicable). (US Dept. of Labor – Guide for Indirect Cost Rate Determination). Administrative costs can be categorized as both direct and indirect costs.

Administrative rates will vary by award, will be determined by the state agency, and will not exceed limits set forth by statute or regulations pertaining to each award. For example, some federal programs have statutory limitations on the percentage of dollars which may be expended for administrative costs. The state agency must abide by those statutory limits. Consequently, in contracts which include federal dollars with statutory limitations on administrative costs, the state agency will limit the use of award funds for administrative costs in accordance with the statutory requirements. In such instances, the state agency award will deem administrative costs (including administrative costs included in the indirect rate) unallowable to the extent that the costs exceed the statutory limits.
  - d. With regard to indirect cost rates and administrative rates, guidance and requirements noted in Part 2 CFR § 200, "does not change or modify any existing statute or guidance otherwise based on any existing statute...and does not supersede any existing or future authority under law or by executive order of the Federal Acquisition Regulation." Thus, for state agency programs where the specific federal award requirements define Administrative costs in such a manner that all Indirect costs are Administrative costs, the state agency cannot accept an indirect rate (regardless of whether it is federally negotiated or not) that exceeds the Administrative rate cap designated by the specific federal award.
5. **Record/Document Requirements and Retention:**
  - a. The subrecipient shall have written policies and procedures in place to ensure compliance with the terms, conditions, laws, and regulations in 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and shall make its policies and procedures available to the state agency, upon request.

- b. The subrecipient 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 award and allows required federal financial reports to be easily prepared.
  - c. In accordance with 2 CFR § 200.333 the subrecipient shall retain, for a period of three years from the date of submission of the final expenditure report, or from the date of the submission of the final quarterly or annual financial report to the state agency, all financial records, supporting documents, statistical records, and all other records pertinent to the federal award.
6. **Subrecipient Monitoring:** The state agency reserves the right to conduct monitoring reviews to ensure the subrecipient administers the federal award in compliance with applicable laws, regulations, contractual obligations, and performance goal measures.
- a. When deemed appropriate by the state agency, a monitoring report based on the results of the monitoring review will be issued to the subrecipient.
  - b. The subrecipient shall submit a written corrective action plan for any findings and recommendations in the monitoring report as directed by the state agency.
    - 1) The corrective action plan should include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such remedies, and the person(s) responsible for the necessary action.
  - c. The state agency will respond in writing by accepting the corrective action plan submitted and/or requiring further action, including, but not limited to:
    - 1) More detailed financial reports or other documentation;
    - 2) Additional monitoring;
    - 3) Requiring the subrecipient to obtain technical or management assistance; or
    - 4) Establishing additional prior approvals from the state agency.
7. **Audits:** If required, the subrecipient shall have a single or program-specific audit conducted in accordance with provisions of the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements.
- a. In accordance with the provisions of 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall consider all sources of federal awards, including federal resources received from the state agency, in determining the federal awards expended in its fiscal year.
  - b. In the event the subrecipient is required to obtain an audit pursuant to 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall submit the reporting package to the Federal Audit Clearinghouse (FAC) as required by 2 CFR § 200.512. The subrecipient shall notify the state agency of the acceptance of the audit by the FAC within seven (7) calendar days of the acceptance. The subrecipient shall also notify the state agency in the event the subrecipient is not required to obtain and submit a single audit. These notifications shall be submitted to the:
    - Department of Social Services
    - Division of Finance and Administrative Services
    - Attn: Single Audit
    - P.O. Box 1082
    - Jefferson City, MO 65102
    - Or [DFAS.ComplianceUnit@dss.mo.gov](mailto:DFAS.ComplianceUnit@dss.mo.gov)
  - c. The subrecipient shall cooperate with the state agency in resolving questions that the state agency may have concerning the auditors' report and plans for corrective action(s) pursuant to 2 CFR § 200.521.
8. The subrecipient shall be responsible for any deferrals, disallowances, questioned costs, or other items not allowed for federal financial participation claimed by the state agency on behalf of the subrecipient. The subrecipient shall return any funds disallowed, either to the state agency or directly to the applicable federal agency, as instructed by the state agency and within the timeframe designated.

9. **Transparency Reporting:** In order to assist the state agency in complying with its reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), the subrecipient must fully complete and submit the FFATA Data Form, attached hereto as Exhibit #4, to the state agency prior to the award of the contract.
  - a. The subrecipient should register in the federal government System for Award Management (SAM) available at [www.sam.gov](http://www.sam.gov), to record information about the subrecipient's organization, including executive compensation data. SAM is a secure, single repository of data and the subrecipient should only need to register once and renew annually thereafter and update information as necessary.
  - b. The state agency will provide the subrecipient with applicable federal funding source information in accordance with 2 CFR § 200.331.



## Attachment C: Additional Contractual Requirements for Counties by Level

### 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, 454.496, 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:  
<https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>
- b. The Missouri Automated Child Support System (MACSS) Quick Reference Guide can be located at:  
<http://10.60.16.82/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 **Requirements for PA Representation in Bankruptcy Actions —Level A—Clay County, Western District**

A.3.1 With regard to the County of Clay, upon a special bankruptcy referral from the Department, the Office of the Clay County Prosecuting Attorney has the responsibility of representing the Department in the United States Bankruptcy Court in the Western District of Missouri and other United States Bankruptcy Courts as necessary for out-of-state bankruptcies filed when the person paying support has an open IV-D case in Missouri.

- a. The contractor shall take additional and necessary actions on IV-D cases: in MACSS, with the parties and/or their legal counsel, and in the United States Bankruptcy Courts.
- b. The assistant Prosecuting Attorney responsible for these bankruptcy referrals from the Department (BAPA) will be sworn in to appear before the United States Bankruptcy Court and will maintain certification so they can file all bankruptcy claims electronically and receive communications electronically in the PACER system.
- c. The BAPA and/or his or her staff shall maintain records on this caseload and shall work the Department to address IV-D issues in the bankruptcy law, the IV-D program's treatment of bankruptcy cases and system issues with MACSS for the cases.
- d. The budget for these activities will be incorporated into a single IV-D budget for the contractor and approved by the Department as set forth in this agreement.
- e. The BAPA and/or his or her staff must follow all the other requirements set forth in this IV-D County Reimbursement Cooperative Agreement as they pertain to their representation of the Department in bankruptcy cases, including but not limited to the requirements in section 3.2.14

A.4 **Department Level A Responsibilities**

A.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 located at: [http://ssrvfocp/ibi\\_apps/login/mr/mr\\_login.jsp](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 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. Cases for paternity determination services under the Title IV-D of the Social Security Act where in the applicant is a Jackson County Resident.

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, 454.496, 454.498 and 454.500, RSMo.

B.3.2 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: <https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>
- b. The Missouri Automated Child Support System (MACSS) Quick Reference Guide can be located at: <http://10.60.16.82/fsd/training/CSE/MACSSQRG/index.html>

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](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 unless the county/city is handling bankruptcy cases for the Department.
- C.2 **Requirements for PA Representation in Bankruptcy Actions —Level C—St. Louis City Circuit, Eastern District**
  - C.2.1 With regard to the County of St. Louis City, upon a special bankruptcy referral from the Department, the Office of St. Louis City Circuit Attorney has the responsibility of representing the Department in the United States Bankruptcy Court in the Eastern District of Missouri.
    - a. The contractor shall take additional and necessary actions on IV-D cases: in MACSS, with the parties and/or their legal counsel, and in the United States Bankruptcy Court, Eastern District of Missouri.
    - b. The assistant Circuit Attorney responsible for these bankruptcy referrals from the Department (BACA) will be sworn in to appear before the United States Bankruptcy Court and will maintain certification so that they can file all bankruptcy claims electronically and receive communications electronically in the PACER system.
    - c. The BACA and/or his or her staff shall maintain records on all referrals made by the Department and shall work with the Department to address IV-D issues in the bankruptcy law, the IV-D program's treatment of bankruptcy cases and system issues with MACSS for the cases.
    - d. The budget for these activities will be incorporated into a single IV-D budget for the contractor and approved by the Department as set forth in this agreement.
    - e. The BACA and/or his or her staff must also follow all the other requirements set forth in the IV-D County Reimbursement Cooperative Agreement as they pertain to their representation of the Department in bankruptcy cases, including but not limited to the requirements in section 3.2.14.

**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.

|                    |                    |                    |
|--------------------|--------------------|--------------------|
| Insert County Name | Insert County Name | Insert County Name |
| Insert County Name | Insert County Name | Insert County Name |
| Insert County Name | Insert County Name | Insert County Name |

- D.3 **Project Collaboration**
  - D.3.1 The contractor shall collaborate with the other counties' elected Prosecutor, Circuit Clerk, and County Commissioners, 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 utilize the Elected Prosecuting Attorney or employ Assistant Prosecuting Attorney(s) and support staff for fulfilling the requirements of this contact.
    - a. The personnel required above shall spend one hundred percent (100%) of the time working on child support activities unless approved by the department to utilize part time work, If any staff are approved to work part time on child support activities, staff must complete time logs to identify the amount of time spent on IV-D activities for reimbursement.

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. The percentages are derived from the most recent United States Census Bureau data.

|                          |                          |                          |
|--------------------------|--------------------------|--------------------------|
| Insert County Name and % | Insert County Name and % | Insert County Name and % |
| Insert County Name and % | Insert County Name and % | Insert County Name and % |
| Insert County Name and % | Insert County Name and % | Insert County Name and % |

# 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](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 Missouri (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Frank White, Jr.

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

County Commissioner/Executive Business Entity Representative's Signature

Jackson County Missouri

Business Entity Name

Date

fwhite@jackson.gov.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](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**Exhibit # 1 (continued)**

**Affidavit of Work Authorization**

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

Comes now Frank White, Jr. (Name of Business Entity Authorized Representative) as County Executive (Position/Title) first being duly sworn on my oath, affirm Jackson County Missouri (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 Missouri (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 \_\_\_\_\_ Frank White, Jr. \_\_\_\_\_  
Printed Name

Jackson County Missouri \_\_\_\_\_  
Title Date

rreyes@jacksongov.org \_\_\_\_\_  
E-Mail Address E-Verify Company ID Number 44 6000 524

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am commissioned as a  
(DAY) (MONTH, YEAR)

notary public 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)

\_\_\_\_\_  
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



Company ID Number: 208144

Approved by:

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

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.<br>Kansas City, MO 64106 |
| Company Alternate Address                           |                                          |
| County or Parish                                    | JACKSON                                  |
| Employer Identification Number                      | 446000524                                |
| North American Industry Classification Systems Code | 921                                      |
| Parent Company                                      |                                          |
| Number of Employees                                 | 1,000 to 2,499                           |
| Number of Sites Verified for                        | 1 site(s)                                |

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

This certification is required by 2CFR Part 180.

*(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.

Frank White, Jr. Jackson County Executive

Name and Title of County Commissioner/Executive

\_\_\_\_\_  
County Commissioner/Executive Signature

\_\_\_\_\_  
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

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

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

| <i>Charter Number (if applicable)</i>                                                                                                                       | <i>Company Name</i> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo, identify the section of 351.572 to support the exemption: |                     |

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

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

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

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

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

Note: Limited Liability Partnerships have no exemptions.

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

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

**Exhibit # 4: Federal Funding Accountability and Transparency Act (FFATA) Data Form**

*\*See instructions for additional information*

|                                   |             |                                                                |    |               |
|-----------------------------------|-------------|----------------------------------------------------------------|----|---------------|
| Legal Business Name of Entity     |             | Jackson County Missouri                                        |    |               |
| Doing Business As (if different)  |             |                                                                |    |               |
| Street Address                    |             | 415 E. 12th Street - Finance Dept. 1st Floor                   |    |               |
| City                              | Kansas City | State                                                          | MO | Zip Code + 4* |
| UEI Number*                       |             | NWN4G6CNDK73                                                   |    |               |
| Parent Organization's UEI Number* |             |                                                                |    |               |
| Principal Place of Performance*   |             | Family Support Division 324 E 11th St. Suite 1100, Kenno 64106 |    |               |
| Contact Person's Name / Title     |             | Melissa Mauer-Smith                                            |    |               |
| 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

Printed Name

Frank White, Jr

Title

Date

Jackson County Executive

## **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>

### **UEI Number**

The Unique Entity ID (UEI) Number is a twelve character alphanumeric ID assigned to an entity by SAM.gov.

UEI Number assignment is FREE for all businesses required to register with the US Federal government for contracts. See <http://SAM.gov>.

### **Parent Organization's UEI 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:
  - a. 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
  - b. \$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/excomp.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.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)



## **Exhibit # 5 – 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.

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Authorized Signature for the County Prosecuting Attorney

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Date

TAXATION DIVISION  
PO BOX 3666  
JEFFERSON CITY, MO 65105-3666



*Missouri*  
**DEPARTMENT OF REVENUE**

Telephone: 573-751-9268  
Fax: 573-522-1265  
E-mail: taxclearance@dor.mo.gov

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## VENDOR NO TAX DUE

COUNTY OF JACKSON  
415 E 12TH ST STE G1  
KANSAS CITY, MO 64106-2706

DATE ISSUED: 01/25/2023  
VALID THROUGH: 04/25/2023

MISSOURI TAX ID NUMBER: 13643347  
FEDERAL IDENTIFICATION NUMBER: 446000524

The Missouri Department of Revenue certifies that based on the information provided, the above listed taxpayer or vendor and its disclosed affiliates do not sell taxable tangible personal property or provide taxable services in the State of Missouri. The above vendor and its disclosed affiliates are in compliance with Section 34.040.7, RSMo.

This statement is not to be construed as limiting the authority of the Director of Revenue to pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

This certificate will remain valid until such time as the business activity changes. Please note that any change in or deviation from the operation of this business as originally described will render this letter inapplicable.

This statement of no sales and use tax due is valid for 90 days from the date of issuance. This statement is not to be construed as limiting the authority of the Director of Revenue to pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

TAXATION DIVISION

## Request for Legislative Action

Resolution No.: 21161  
 Sponsor: Venessa Huskey  
 Date: February 14, 2023

| <b>Completed by County Counselor's Office</b> |                |                           |           |
|-----------------------------------------------|----------------|---------------------------|-----------|
| Action Requested:                             | Resolution     | Res.Ord No.:              | 21161     |
| Sponsor(s):                                   | Venessa Huskey | Legislature Meeting Date: | 2/14/2023 |

| <b>Introduction</b>                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Action Items:</b> ['Authorize']                                                                                                                                                                                 |
| <b>Project/Title:</b>                                                                                                                                                                                              |
| Prosecutor – Family Support Division, County and Circuit Court’s IV-D County Reimbursement (Child Support Services) Cooperative Agreement with the Missouri Department of Social Services, Family Support Division |

| <b>Request Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>RLA requests authorization for the County Executive, the Prosecuting Attorney, and the Circuit Court Administrator to execute the IV-D County Reimbursement Child Support Cooperative Agreement with the Missouri Department of Social Services, Family Support Division for the three-year period of January 1, 2023 through December 31, 2025.</p> <p>The IV-D County Reimbursement Cooperative Agreement sets forth (1) the responsibilities of all parties and (2) is required for Jackson County to receive reimbursement for the expenses incurred by the County in providing Child Support related services to citizens.</p> |

| <b>Contact Information</b> |                      |                        |                      |
|----------------------------|----------------------|------------------------|----------------------|
| <b>Department:</b>         | Family Support       | <b>Submitted Date:</b> | 2/1/2023             |
| <b>Name:</b>               | Brian M. Test        | <b>Email:</b>          | BTest@jacksongov.org |
| <b>Title:</b>              | Office Administrator | <b>Phone:</b>          | 816-881-3159         |

| <b>Budget Information</b>                               |                                   |
|---------------------------------------------------------|-----------------------------------|
| Amount authorized by this legislation this fiscal year: | \$ 0                              |
| Amount previously authorized this fiscal year:          | \$ 0                              |
| Total amount authorized after this legislative action:  | \$                                |
| Is it transferring fund?                                | No                                |
| <b>Single Source Funding:</b>                           |                                   |
| Fund:                                                   | Department:                       |
| Line Item Account:                                      | Amount:                           |
|                                                         | <b>!Unexpected End of Formula</b> |

## Request for Legislative Action

| Prior Legislation |                    |
|-------------------|--------------------|
| Prior Ordinances  |                    |
| Ordinance:        | Ordinance date:    |
|                   |                    |
| Prior Resolution  |                    |
| Resolution:       | Resolution date:   |
| 17673             | September 12, 2011 |
| 17915             | June 11, 2012      |
| 18037             | November 27, 2012  |
| 18319             | November 25, 2013  |
| 19107             | March 21, 2016     |
| 19368             | January 30, 2017   |
| 20370             | February 10, 2020  |

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

| Compliance                                                    |      |
|---------------------------------------------------------------|------|
| Certificate of Compliance                                     |      |
| Not Applicable                                                |      |
| Minority, Women and Veteran Owned Business Program            |      |
| Goals Not Applicable for following reason: Not spending money |      |
| MBE:                                                          | .00% |
| WBE:                                                          | .00% |
| VBE:                                                          | .00% |
| Prevailing Wage                                               |      |
| Not Applicable                                                |      |

| Fiscal Information |  |
|--------------------|--|
| •                  |  |

## Request for Legislative Action

### History

Submitted by Family Support requestor: Brian M. Test on 2/1/2023. Comments:

Approved by Department Approver Melissa A. Mauer-Smith on 2/1/2023 11:57:26 AM. Comments: Please contact Melissa Mauer-Smith at [mms@jacksongov.org](mailto:mms@jacksongov.org) or 816-881-3488, if there are any questions.

Not applicable by Purchasing Office Approver Barbara J. Casamento on 2/1/2023 1:37:30 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 2/1/2023 2:46:30 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 2/1/2023 2:56:10 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 2/2/2023 11:03:54 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 2/9/2023 11:07:39 AM. Comments:

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

**A RESOLUTION** awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of trash removal service for use by various County departments to Waste Management of Missouri of Lombard, IL, under the terms and conditions of Invitation to Bid 92-22.

**RESOLUTION NO. 21162**, February 14, 2023

**INTRODUCED BY** Megan L. Marshall, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 92-22 for the furnishing of trash removal services for use County-wide; and,

WHEREAS, a total of sixteen notifications were distributed and one response was received from Waste Management of Missouri of Lombard, IL; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract, with one twelve-month option to extend, for trash removal services to Waste Management of Missouri, as the lowest and best bid received; and,

WHEREAS, this award is made on an as needed basis and does not obligate the County to pay any specific amount, with the availability of funds for specific purchases being subject to annual appropriation; now therefore,

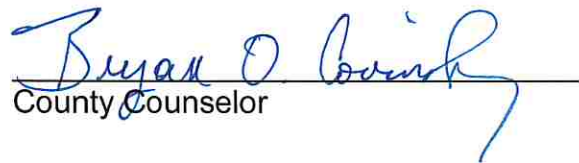
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award and any extension; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21162 of February 14, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_


Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer



# Request for Legislative Action

Res. #21162

Sponsor: Megan L. Marshall

Date: February 14, 2023

## Completed by County Counselor's Office

|                   |                   |                           |           |
|-------------------|-------------------|---------------------------|-----------|
| Action Requested: | Resolution        | Res.Ord No.:              | 21162     |
| Sponsor(s):       | Megan L. Marshall | Legislature Meeting Date: | 2/14/2023 |

## Introduction

**Action Items:** ['Award']

**Project/Title:**

Awarding a Twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Trash Removal Services for use by Various County Departments to Waste Management of Missouri of Lombard, IL under the terms and conditions of Invitation to Bid No. 92-22.

## Request Summary

Various County Department require a Term and Supply Contract for the furnishing of Trash Removal Services. The Purchasing Department issued Invitation to Bid No. 92-22 in response to those requirements. A total of sixteen (16) notifications were distributed, eleven (11) document takers and one (1) response was received and evaluated. An Executive Summary of the Invitation to Bid, including the Contractor's Quotation Sheet and the using County Departments Recommendation Memos are attached.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department and the using Departments recommend the award of a Twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Trash Removal Services for use by Various County Departments to Waste Management of Missouri of Lombard, IL as the lowest and best bid under the terms and conditions of Invitation to Bid No. 92-22.

The annual estimated esage for this contract is \$64,000. This award is made on a "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchase(s) is subject to annual appropriations. A current Certificate of Compliance is on file.

## Contact Information

|                    |                |                        |                        |
|--------------------|----------------|------------------------|------------------------|
| <b>Department:</b> | Finance        | <b>Submitted Date:</b> | 2/1/2023               |
| <b>Name:</b>       | Keith E. Allen | <b>Email:</b>          | keallen@jacksongov.org |
| <b>Title:</b>      | Senior Buyer   | <b>Phone:</b>          | 816-881-3465           |

## Budget Information

|                                                         |      |
|---------------------------------------------------------|------|
| Amount authorized by this legislation this fiscal year: | \$ 0 |
| Amount previously authorized this fiscal year:          | \$ 0 |
| Total amount authorized after this legislative action:  | \$   |

## Request for Legislative Action

|                               |             |                    |                                   |
|-------------------------------|-------------|--------------------|-----------------------------------|
| Is it transferring fund?      |             |                    | No                                |
| <b>Single Source Funding:</b> |             |                    |                                   |
| Fund:                         | Department: | Line Item Account: | Amount:                           |
|                               |             |                    | <b>!Unexpected End of Formula</b> |

|                          |                    |
|--------------------------|--------------------|
| <b>Prior Legislation</b> |                    |
| <b>Prior Ordinances</b>  |                    |
| Ordinance:               | Ordinance date:    |
|                          |                    |
| <b>Prior Resolution</b>  |                    |
| Resolution:              | Resolution date:   |
| 19581                    | September 18, 2017 |

|                                                                                            |                |
|--------------------------------------------------------------------------------------------|----------------|
| <b>Purchasing</b>                                                                          |                |
| Does this RLA include the purchase or lease of supplies, materials, equipment or services? | Yes            |
| Chapter 10 Justification:                                                                  | Formal Bid     |
| Core 4 Tax Clearance Completed:                                                            | Not Applicable |
| Certificate of Foreign Corporation Received:                                               | Yes            |
| Have all required attachments been included in this RLA?                                   | Yes            |

|                                                            |      |
|------------------------------------------------------------|------|
| <b>Compliance</b>                                          |      |
| <b>Certificate of Compliance</b>                           |      |
| In Compliance                                              |      |
| <b>Minority, Women and Veteran Owned Business Program</b>  |      |
| Goals are waived - insufficient MBE or WBE firms available |      |
| MBE:                                                       | .00% |
| WBE:                                                       | .00% |
| VBE:                                                       | .00% |
| <b>Prevailing Wage</b>                                     |      |
| Not Applicable                                             |      |

|                                                                                                                                                                                                                                                                                 |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Fiscal Information</b>                                                                                                                                                                                                                                                       |  |
| <ul style="list-style-type: none"> <li>This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.</li> </ul> |  |

## Request for Legislative Action

### History

Submitted by Finance requestor: Keith E. Allen on 2/1/2023. Comments: Certificate of Compliance current

Returned for more information by Department Approver Bob Crutsinger on 2/3/2023 11:28:22 AM. Comments: Please include statement in the request summary confirming that Waste Management has a current Certificate of Compliance. Thanks!

Submitted by Requestor Keith E. Allen on 2/3/2023 12:43:20 PM. Comments:

Approved by Department Approver Bob Crutsinger on 2/3/2023 3:37:48 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 2/3/2023 3:46:37 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 2/6/2023 9:32:47 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 2/6/2023 9:42:32 AM. Comments:

Approved by Executive Office Approver Sylvania Stevenson on 2/6/2023 9:51:42 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 2/9/2023 11:09:06 AM. Comments:



# Office of the JACKSON COUNTY SHERIFF

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Sheriff Darryl Forté

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## INTER-OFFICE MEMO

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**TO:** Barbara Casamento, Purchasing  
**FROM:** Beth Money, Office Administrator  
**CC:** Sgt. Eli Postlethwait  
**RE:** Recommendation Memo 92-22 – Trash Removal Services  
**Date:** November 3, 2022

---

The Sheriff's Office has an ongoing need for a vendor to provide trash removal services. Sgt. Eli Postlethwait and I have reviewed the bid submitted by Waste Management. We recommend awarding the contract to Waste Management as they offer acceptable pricing, and their services will meet our needs.

The Sheriff's Office will spend approximately \$1,700 annually using this contract.



## Jackson County Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160  
Grain Valley, Missouri 64029  
(816) 847-7050 *phone*  
(816) 847-7051 *fax*

### MEMORANDUM

TO: Keith Allen, Finance and Purchasing Department

FROM: Matt Willier, Assistant Road and Bridge Administrator, Public Works Department

DATE: November 30, 2022

SUBJECT: Recommendation for Vendor: Waste Management

Please consider Waste Management be awarded term and supply vendor for bid No. 92-22 Trash Removal Services to County Road and Bridge division. Waste Management was the only vendor that submitted a bid for bid No. 92-22, Trash Removal Services. In addition, besides meeting all the bid requirements, Waste management has been around for a number of years, and they have competitive pricing and experience.

It is estimated that the County Road and Bridge division could spend approximately \$25,000.00 annually with Waste Management.

For the reasons above, it has been requested that Waste Management be awarded the term and supply contract for bid No. 92-22, Trash Removal Services.

Thank you for your consideration,

Thank you,

Matt Willier, Assistant Road & Bridge Administrator



## **JACKSON COUNTY**

### **Facilities Management Division**

Jackson County Courthouse  
415 East 12th Street, Third Floor Mezzanine  
Kansas City, Missouri 64106  
jacksongov.org

(816) 881-3258  
Fax: (816) 881-3583

#### **MEMORANDUM**

**From:** Rick Gerla, Facilities Management Administrator

**To:** Barbara Casamento, Purchasing Administrator, Purchasing Department

**Date:** 11/17/2022

**Subject:** Bid 66-22 Trash Removal Services, Term and Supply Contract Recommendation

Barbara,

This memorandum is being prepared and submitted in response to your request for feedback regarding the above contract being awarded by Jackson County for Trash Removal Services on a Term and Supply basis.

The Facilities Management Division would like to recommend moving forward with Waste Management, a vendor who applied for this contract. Waste Management has been in service for a number of years covering a wide variety of trash removal applications for the Facilities Management Buildings. Their competitive pricing and experience with both municipal and private customers around Jackson County led me to recommended them, along with having the lowest pricing. Annual spend for Facilities will be around \$37,000.00 for trash removal services.

Thank you,

A handwritten signature in blue ink that reads "R Gerla".

Rick Gerla  
Facilities Management Administrator



Invitation to Bid No. 92-22  
Attachment A

|    |                                                                                                                                                                             |          |           |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|--------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 25 | Longview Campground, 1499 SW County Park Rd., Lee's Summit, MO                                                                                                              | 8 cu yd  | 2/week    | \$ 162.19                      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 26 | Blue Springs Campground, 1200 NE Bowlin Rd, Lee's Summit, MO                                                                                                                | 8 cu yd  | 2/week    | \$ 162.19                      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 27 | Longview Maintenance Barn, 3371 SW Longview Rd, Lee's Summit, MO                                                                                                            | 30 cu yd | As Needed | \$240 Per Haul \$37.31 Per Ton |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|    | M/OP Locations - Quoted as Rental Fee                                                                                                                                       |          |           |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 28 | Anywhere in Jackson County at Job Site                                                                                                                                      | 4 cu yd  | As Needed |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 29 | Anywhere in Jackson County at Job Site                                                                                                                                      | 8 cu yd  | As Needed |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 30 | Anywhere in Jackson County at Job Site                                                                                                                                      | 20 cu yd | As Needed |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 31 | Anywhere in Jackson County at Job Site                                                                                                                                      | 30 cu yd | As Needed |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 32 | Anywhere in Jackson County at Job Site                                                                                                                                      | 40 cu yd | As Needed |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|    | In an effort to provide the lowest rate in the county, each service requested will be priced out individually as needed. This will provide Jackson County the most savings. |          |           |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|    | ROLL-OFF CONTAINERS - Quoted as Rental Fee                                                                                                                                  |          |           |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 33 | Anywhere in Jackson County                                                                                                                                                  | 10 yd    | As Needed |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 34 | Anywhere in Jackson County                                                                                                                                                  | 20 yd    | As Needed |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 35 | Anywhere in Jackson County                                                                                                                                                  | 30 yd    | As Needed |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 36 | Anywhere in Jackson County                                                                                                                                                  | 40 yd    | As Needed |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|    | In an effort to provide the lowest rate in the county, each service requested will be priced out individually as needed. This will provide Jackson County the most savings. |          |           |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|    | CO-MINGLE RECYCLE CONTAINER                                                                                                                                                 |          |           |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 37 | Location No. 1 Jackson County Courthouse                                                                                                                                    | 8 cu yd  | 2-3/month | \$30.07 EOW                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 38 | Location No. 2 Detention Center                                                                                                                                             | 4 cu yd  | 1/month   | \$ 12.58                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 39 | Location No. 5 Eastern Jackson County Courthouse                                                                                                                            | 8 cu yd  | 2-3/month | 30.07 EOW                      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 40 | Location No. 8 Public Works Road and Bridge Division                                                                                                                        | 4 cu yd  | As Needed | \$ 12.58                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 41 | Location No. 14 Maintenance Shop Lower                                                                                                                                      | 4 cu yd  | 2-3/month | 27.23 EOW                      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 42 | Location No. 15 1305 Locust KCMO                                                                                                                                            | 4 cu yd  | 2-3/month | 27.23 EOW                      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 43 | Ranger Station, 3310 NE Rennau, Lee's Summit, MO                                                                                                                            | 4 cu yd  | 1/month   | \$ 12.14                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 44 | Kemper Outdoor Education 8201 Jasper Bell Blue Springs, MO                                                                                                                  | 4 cu yd  | 1/month   | \$ 12.14                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 45 | Fred Arbanas Golf Course, Pro Shop 11100 View High KCMO                                                                                                                     | 8 cu yd  | 1/month   | \$ 13.89                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|    |                                                                                                                                                                             |          |           |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 46 | Election Board, 215 N Liberty, Independence, MO                                                                                                                             | 3 cu yd  | 1/week    | \$ 58.52                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|    | Pricing is exempt from all ancillary charges: FSC, EVF, RCR, IMC/IMO, RO-, MIN TON, MIN HAUL, TRIP, CM-, OVERAGES, CONTAMINATION, RMO and DEL/REMS75                        |          |           |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |





# 92-22 - Trash Removal Services

## Project Overview

|                            |                                                                      |
|----------------------------|----------------------------------------------------------------------|
| <b>Project Details</b>     |                                                                      |
| <b>Reference ID</b>        | 92-22                                                                |
| <b>Project Name</b>        | Trash Removal Services                                               |
| <b>Project Owner</b>       | Barbara Casamento                                                    |
| <b>Project Type</b>        | ITB                                                                  |
| <b>Department</b>          | Various Departments                                                  |
| <b>Budget</b>              | \$0.00 - \$0.00                                                      |
| <b>Project Description</b> | Trash Removal Services from Various County Departments and Locations |
| <b>Open Date</b>           | Sep 23, 2022 10:00 AM CDT                                            |
| <b>Close Date</b>          | Oct 18, 2022 2:00 PM CDT                                             |

| <b>Highest Scoring Supplier</b> | <b>Score</b> |
|---------------------------------|--------------|
| <b>Waste Management</b>         | <b>0 pts</b> |



## Seal status

| Requested Information         | Unsealed on               | Unsealed by       |
|-------------------------------|---------------------------|-------------------|
| Forms and Required Submittals | Oct 31, 2022 11:40 AM CDT | Barbara Casamento |
| Pricing                       | Oct 31, 2022 11:40 AM CDT | Barbara Casamento |



## Proposal Scores

### Waste Management - Scoring Summary

#### Evaluation Group 1 - Responsiveness

|                    | Forms and Required Submittals |
|--------------------|-------------------------------|
| Reviewer           | Pass/Fail                     |
| Barbara Casamento  | Pass                          |
| <b>Average:</b>    | <b>Pass</b>                   |
|                    | ↓                             |
| <b>Calculated:</b> | <b>Pass</b>                   |

#### Evaluation Group 2 - Proposal and Pricing



|                    | <b>Pricing</b>   |
|--------------------|------------------|
| <b>Reviewer</b>    | <b>Pass/Fail</b> |
| Beth Money         | Pass             |
| Brian Gaddie       | Pass             |
| John Johnson       | Pass             |
| Rick Gerla         | Pass             |
| <b>Average:</b>    | <b>Pass</b>      |
|                    | ↓                |
| <b>Calculated:</b> | <b>Pass</b>      |



## Proposal Score Comments

### Waste Management - Scoring Comments

#### Forms and Required Submittals - Reviewer Scores

| Reviewer          | Score | Reason                   | Comments           |
|-------------------|-------|--------------------------|--------------------|
| Barbara Casamento | Pass  | Meets the requirement(s) | documents complete |

#### Pricing - Reviewer Scores

| Reviewer   | Score | Reason                   | Comments                                                                                                               |
|------------|-------|--------------------------|------------------------------------------------------------------------------------------------------------------------|
| Beth Money | Pass  | Meets the requirement(s) | This results in a 24% increase over our department's current rate, but Waste Management provides satisfactory service. |



| <b>Reviewer</b> | <b>Score</b> | <b>Reason</b>            | <b>Comments</b>                    |
|-----------------|--------------|--------------------------|------------------------------------|
| Brian Gaddie    | Pass         | Meets the requirement(s) | Only Submission                    |
| John Johnson    | Pass         | Meets the requirement(s) | WM provided pricing for each area. |
| Rick Gerla      | Pass         | Meets the requirement(s) | Meets Requirements                 |



# 92-22 - Trash Removal Services

## Scoring Summary

### Active Submissions

|                  | Total   | Forms and Required Submittals | Pricing   |
|------------------|---------|-------------------------------|-----------|
| Supplier         | / 0 pts | Pass/Fail                     | Pass/Fail |
| Waste Management | 0       | Pass                          | Pass      |