



# Jackson County, Missouri

## Request for Legislative Action

**REQUESTED MEETING DATE:** \_\_\_\_\_ **SPONSOR:** Venessa Huskey

*To be completed by the County Counselor's Office:*

**NUMBER:** 5842 **ASSIGNED MEETING DATE:** 04/08/2024

**STAFF CONTACT:** Deloris Wells **PHONE:** 816-881-4210

**EMAIL:** Dwells@jacksongov.org

**DEPARTMENT:** Jackson County Sheriff's Office Detention Center

**TITLE:** The Jackson County Sheriff's Office Detention Center has been selected to receive funding from the Department of Mental Health to provide mental health treatment to selected inmates onsite at the detention center. The State will reimburse the County for holding DMH committed inmates (JCDC inmates who are ordered to the state hospital but are not transferred due to unavailable beds at the state hospital). These are the inmates that will be receiving the in-custody competency restoration services. This Resolution is to Authorize the County Executive to execute the contract for the award of the grant funding that will be based on the daily rate times **+**

**SUMMARY:**

A Resolution appropriating up to \$500,000.00, from the undesignated fund balance of the 2024 Grant Fund in acceptance of the Jackson County Sheriff's Office, Detention Center Grant to hold DMH committed inmates, JCDC inmates who are ordered to the state hospital but are not transferred due to unavailable beds at the state hospital.

These inmates will be receiving the in-custody competency restoration services. This Resolution is to Authorize the County Executive to execute the contract for the award of the grant funding that will be based on the daily rate times the total number of qualified participants but shall not exceed \$500,000.00. The Department of Mental Health requires a signed contract in order to finalize process.

The Detention Center shall be paid the firm, fixed price of \$90 per IST defendant per day, with a maximum of ten (10) IST defendants per day for a daily maximum of \$900 per day for services provided pursuant to this contract.

This contract has been reviewed and approved by the legal department. This Resolution is to Authorize the County Executive to execute the contract for the award of the grant funding that will be based on the daily rate times the total number of qualified participants but shall not exceed \$500,000.00.

**FINANCIAL IMPACT: NO**

**YES**

**Amount** **Fund** **Department** **Line-Item Detail**

\_\_\_\_\_

**ACTION NEEDED:** APPROPRIATE FUNDS

**ATTACHMENT(S):**

## Supplemental Appropriation Request Jackson County, Missouri

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

Date: March 19, 2024

ORD # 5842

Department / Division	Character/Description	From	To
<b>Grant Fund - 010</b>			
2701 - Corrections Department	45300 - Increase Revenues	500,000	
9999 - Non Specific	32810 - Undesignated Fund Balance		500,000
9999 - Non Specific	32810 - Undesignated Fund Balance	500,000	
2701 - Corrections Department	56090 - Health & Social Services		500,000
<div style="border: 1px solid green; border-radius: 10px; padding: 5px; display: inline-block;"> <b>APPROVED</b>  <i>By Sarah Matthes at 2:31 pm, Mar 19, 2024</i> </div>		\$ 1,000,000	\$ 1,000,000

Budgeting

<b>Acknowledgement of Contract (AOC)</b>	<i>Contract #:</i> <b>AOC2438_____</b>
 <b>Missouri Department of Mental Health</b> <b>1706 East Elm Street</b> <b>P.O. Box 687</b> <b>Jefferson City, MO 65102</b>	<i>Contract Title:</i> <b>Secure Detention Services</b> <i>Contract Period:</i> <b>January 1, 2024 through June 30, 2024</b>

*The Missouri Department of Mental Health desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.*

**Contractor Information**

Contractor Name: **Jackson County Sheriff**  
Mailing Address: **4001 NE Lakewood Ct**  
City, State Zip: **Lees Summit, MO 64064-1815**

*Not For Profit Status:* (Check box if your organization is a not-for profit 501(c) entity)

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

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

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

\_\_\_\_\_  
Authorized Signature for the Contractor                      Name and Title                      Date

\_\_\_\_\_  
Authorized Signature for the Department of Mental Health                      Date

## **1. INTRODUCTION AND BACKGROUND INFORMATION**

- 1.1 The Missouri Department of Mental Health (Department) hereby enters into this contract with the Jackson County Sheriff (Contractor), for the purchase of services in accordance with the provisions and requirements stated herein.
- 1.2 The mission of the Department is the prevention, treatment and promotion of understanding for Missourians with mental illnesses, developmental disabilities, and addictions.
- 1.3 The contract period shall be from **January 1, 2024** through **June 30, 2024**
- 1.4 This contract is established as an inter-governmental contract under the authority of RSMo 34.046.
- 1.5 The Contractor shall review this document, sign and submit the executed signature page and exhibits to the Department of Mental Health, Purchasing and General Services Unit, 1706 East Elm, P.O. Box 687, Jefferson City, MO 65102.

## **2. CONTRACTUAL REQUIREMENTS**

- 2.1 The Contractor shall provide services in accordance with the provisions and requirements stated herein, to the sole satisfaction of the Department. Services purchased by the Department shall consist only of those services described herein.

### **2.2 Contract Period**

- 2.2.1 The original contract period shall be as stated on the cover page of this contract. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract, including prices, shall remain the same and apply during renewal periods.

- 2.3 **Coordination** - The Contractor shall coordinate all contract activities with designated representatives of the Department.

- a. Within five (5) days of contract award, the Contractor shall provide the Department with the name, address, e-mail address, and telephone number of the Contractor's representative servicing the contract.

- 2.4 **Correspondence** - Electronic mail (e-mail) will be utilized to transmit contract documents and other correspondence from the Department to the Contractor. The Contractor shall ensure the timely review and response to e-mailed documents and information.

- 2.4.1 The Contractor shall encrypt any electronic correspondence containing information confidential by law.

### **2.5 Confidentiality**

- 2.5.1 The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 2.5.2 If required by the state agency, the Contractor and any required Contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the Contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

### **2.6 Business Associate Provisions**

- 2.6.1 The Department is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein.
- 2.6.2 Unless the Contractor declares itself to be a Covered Entity as defined in HIPAA regulations, the Contractor shall be a "Business Associate" of the Department, as such term is defined in the Code of Federal

Regulations (CFR) at 45 CFR 160.103, and the Contractor shall comply with the provisions of the Business Associate Agreement attached hereto as Attachment A.

- a. The Contractor must notify the Department, in writing, if declaring itself to be a Covered Entity as defined in HIPAA regulations.

**2.7 Affidavit of Work Authorization and Documentation** - Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.525>), 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.

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

**2.8 Debarment Certification** - The Contractor must complete and submit Exhibit #2, Certification Regarding Debarment, prior to award of contract, certifying that the Contractor, nor or any of its principals, are 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.

- a. In the event the Contractor or any of its principals become suspended or debarred during the contract period, the Contractor shall immediately send written notification to the Department. The Department reserves the right to terminate the contract due to suspension or debarment of the Contractor or its principals, or failure by the Contractor to provide written notification of suspension or debarment.

**2.9 Contractor's Personnel** - The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), P.L. 104-208, 110 Stat. 3009, and INA Section 274A (8 U.S.C. §1324a).

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

**2.10 Sub-contractors** - Pursuant to subsection 1 of section 285.530, RSMo, no Contractor or sub-contractor 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 sub-contractor of any tier shall not be liable when such Contractor or sub-contractor contracts with its direct sub-contractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and sub-contractor affirmatively states that:

- a. The direct sub-contractor 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 sub-contractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct sub-contractor's employees are lawfully present in the United States.

## **2.11 Anti-Discrimination Against Israel Act**

- 2.11.1 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.
- 2.11.2 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.
- 2.11.3 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 #3 titled, Anti-Discrimination Against Israel Act Certification.

## **3. SPECIFIC PERFORMANCE REQUIREMENTS**

### **3.1 Contractor Responsibilities**

- 3.1.1 The Contractor shall provide secure detention services for individuals ordered by a Circuit Court to the Department whom are Incompetent to Stand Trial, herein after referred to as (IST defendants), following a finding of incompetent to proceed and a recommendation for jail-based competency restoration until such time the IST defendant is restored to competency or otherwise ordered by the court.
  - a. The Department will provide the Contractor with reasonable notice of receiving or discharging IST defendants. The Contractor understand and agrees that no admissions or discharges, except to and from the custody of Department, will occur without court orders.
- 3.1.2 The Contractor shall keep the IST defendant population separated from the general inmate population and provide adequate staff to ensure defendants are appropriately monitored 24/7.
- 3.1.3 The Contractor must have the capacity to individually isolate and monitor IST defendants who demonstrate credible suicidal thoughts or actions.
- 3.1.4 The Contractor must have the capability to intercept mail and block outgoing telephone calls to known victims of IST defendants and persons not identified on the IST defendant's contact list.
- 3.1.5 The Contractor shall make the same exercise, recreational and religious opportunities separately available to IST defendants as are available to the general inmate population.
- 3.1.6 The Contractor must have a written policy providing for the timely screening, evaluation and treatment of IST defendants requesting medical services. The policy must provide for documentation of IST defendants medical service requests, Contractor response to the requests, documentation of the evaluation and screening medical services provided, and retention of documentation and medical records.
- 3.1.7 The Contractor shall provide IST defendants with routine healthcare services, including, but not limited to, prescription medications and other routine medical care. Routine healthcare must be at least equivalent to what is currently provided to the general inmate population.
- 3.1.8 The Contractor must have policies and procedures that address:
  - a. Dispensing, distribution, and monitoring of prescription medications; and
  - b. Treatment of acute and chronic psychiatric issues.
- 3.1.9 The Contractor must have written policies and procedures for addressing IST defendant grievances regarding the conditions of confinement and allegations of violations of rights. The policy shall provide for documentation of grievances, response to grievances, and retention of documentation of grievances.

- 3.1.10 The Contractor must have a plan to address behavior management of IST defendants that are in conflict and who may become combative with other IST defendants, inmates or Contractor staff.
- 3.1.11 The Contractor shall refer to the Department any IST defendant for whom there are concerns as to the need for acute inpatient psychiatric care.
- 3.1.12 The Contractor shall be responsible for providing transportation and security for IST defendants for all healthcare related trips and hospital stays.
- 3.1.13 The Contractor shall notify the Department if any of the following occurs:
  - a. Any suicide attempts or suicidal threats by an IST defendant.
  - b. Allegations of abuse or neglect against the staff by an IST defendant.
  - c. Any allegation or instance of physical threat, abuse or assault to or by an IST defendant.
  - d. Any allegation or instance of sexual threat, abuse, or assault to or by an IST defendant.
  - e. When an IST defendant is put into an isolation room.
  - f. Any medical issues that are potentially serious.
  - g. Any time an IST defendant is hospitalized.
  - h. When an IST defendant is transferred to another facility, including when the IST defendant is moved to the county of jurisdiction for trial.
- 3.1.14 The Contractor shall provide IST defendants with meals, clothing, hygiene products and normal incidentals.
- 3.1.15 The Contractor and the Department shall mutually agree on the allowable amount and type of property that IST defendants may bring with them when transferred to the Contractor's facility from the Department.

## **3.2 Department Responsibilities**

- 3.2.1 The Contractor understand and agrees that the Department will be responsible for the mental health treatment and psychiatric medications for IST defendants. The Contractor will allow access to the IST defendants by DMH Certified Community Behavioral Health Organizations (CCBHO), staff as well as the DMH Forensic Mobile Team.
- 3.2.2 The Contractor understands and agrees, upon approval of the Department, the Department will be responsible for the cost of any in-patient stay, including any emergency room costs associated with an in-patient stay.

## **4. GENERAL CONTRACTUAL REQUIREMENTS**

*(rev 5-15-17)*

### **4.1 General**

- 4.1.1 The contract shall consist of any and all of the following documents, as applicable:
  - a. An original contract document; and
  - b. Any subsequent amendments to the contract.
- 4.1.2 This contract shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the contracted services provided to clients of the Department by the Contractor.
  - a. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and the state.
  - b. The contract 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 contract will be amended to make such correction.
- 4.1.3 The Contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that these may be applicable.

- 4.1.4 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- 4.1.5 This contract shall constitute an assignment by the Contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular supplies and/or services purchased or procured by the Contractor in the fulfillment of the contract.
- 4.1.6 By signing this contract the Contractor certifies that the Contractor and each of its principals (owners, director and others as defined by 45 CFR 76) are not suspended or debarred from contracting with the federal government.
- a. In the event the Contractor or any of its principals become suspended or debarred during the contract period, the Contractor shall immediately send written notification to the Department.
  - b. Suspension or debarment of the Contractor, or failure by the Contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.
- 4.1.7 The Department enters into this contract by the authority of its director. The Contractor enters into this contract individually or, if incorporated, pursuant to and by authority of its board of directors.
- 4.1.8 The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.

## **4.2 Amendment, Termination and Renewal**

- 4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 4.2.2 The Contractor understands and agrees that authorization for the Department to contract for the services required herein is granted each fiscal year by the Office of Administration and that authorization for additional contract periods requires the annual renewal of the authorization.
- 4.2.3 The Contractor understands and agrees that 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 costs associated with termination caused by lack of appropriations.
- a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
  - b. In the event funds are not appropriated or available for the contract, the Contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
  - c. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.
- 4.2.4 Any change, whether by modification and/or supplementation, shall be accomplished by a formal contract amendment.
- 4.2.5 The Department shall have the right, at its sole option, to renew the contract. 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.
- 4.2.6 The Department shall have the right, at its sole option, to consolidate all or portions of related service contracts into a single contract.
- 4.2.7 The contract may be terminated by either party, by giving sixty (60) days advance written notice to the other party at its principal address. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its clients before the end of the sixty (60) day period.

- 4.2.8 The Department may terminate the contract for breach of contract by providing the Contractor with a written notice of termination. The termination shall become effective on the date specified in the notice. At its sole discretion, the Department may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. Payments for services shall not be made beyond the date of termination.
- 4.2.9 Any written notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail, or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed in the contract.
- 4.2.10 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.
- 4.2.11 Upon termination of the contract, the Contractor shall maintain, store, transfer, and provide for the authorized release of all client records developed by the Contractor as a direct requirement of this contract. The Contractor agrees that upon termination of the contract the Department shall have access to all client records pertaining to the performance of the contract and, 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.
- 4.2.12 Transition of Services: Upon expiration, termination, or cancellation of the contract, the Contractor shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department, if requested in writing. The Contractor shall provide and/or perform any or all of the following responsibilities:
- a. The Contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request.
  - b. The Contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
  - c. The Contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.

### **4.3 Subcontracting**

- 4.3.1 The Contractor may subcontract for the services/products required herein with prior written approval from the Department.
- 4.3.2 The Contractor understands and agrees that 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 appropriate provisions and contractual obligations, including all requirements of the contract's General Contractual Requirements, to ensure the successful fulfillment of all contractual obligations.
- 4.3.4 Any subcontracts must ensure that the Department and the State of Missouri is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) 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 understands and agrees that 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 By signing this contract the Contractor certifies that the Contractor has no other contractual relationships which create any actual conflict of interest. The Contractor further agrees that 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.
- 4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the Contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. The Contractor further agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 4.4.3 In accordance with state law, no official or employee of the Department or public official of the State of Missouri who exercises any functions or responsibilities related to development, review, approval or oversight of the contract shall acquire any personal interest, directly or indirectly, in the contract or proposed contract. Therefore, 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 in which they have administrative control or a monetary interest with the proposed grantee. 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 The Contractor shall represents itself as an independent Contractor offering such services to the general public and shall not represent itself or its employees as employees of the Department or the State of Missouri.

#### **4.5 Business Compliance**

- 4.5.1 The Contractor must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies by signing this contract that it and any sub-contractors are presently, and will remain, in compliance with such laws.
- 4.5.2 The Contractor shall have all licenses and/or certifications current which are required by law, rule or regulation.
- 4.5.3 If required by state law, the Contractor shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.
- 4.5.4 The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

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

- 4.6.1 The Contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.
- 4.6.2 The Contractor understands and agrees that by signing this document, they certify the following:
- a. The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
  - b. If the Contractor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that

the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state.

- c. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 4.6.3 The Contractor shall assume all legal and financial responsibility for taxes, FICA, employee benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Contractor shall authorize and direct all custodians of records of their taxes, FICA and other employee benefits to release information to the Department upon request.
  - 4.6.4 The Contractor agrees that this contract is predicated, in part, on the utilization of the specific resources, individuals and/or personnel qualifications as identified and/or described in the Contractor's proposal/bid, when applicable, or in Department required applications and/or financial reporting tools.
    - a. The Contractor agrees that no personnel and/or individuals will be utilized in the performance of this contract who fail to meet specific qualifications required for services to be provided, as specified in the Department's service catalog for such service(s).
    - b. No substitution of provider qualifications shall be made by the Contractor without written approval of the Department.
    - c. The Contractor agrees that substitutions made pursuant to this paragraph shall be equal to or better than originally proposed, offered or identified.
  - 4.6.5 The Contractor understands and acknowledges that Department-approved staffing ratios and/or patterns are essential for providing certain services. Therefore, as applicable, the Contractor shall maintain all Department-approved staff ratios, hours of services and/or patterns. The Contractor shall maintain time, salary or hourly pay rate data and personnel records, as specified by the Department, to document compliance with this requirement.
    - a. The Contractor may request a written waiver from the Department to vary from required staff ratios, hours of services and/or patterns.
    - b. The Contractor understands and agrees that the Department may require a reduction of unit price(s) due to a Contractor requested reduction of staff/resources upon which the unit price is based.
    - c. The Contractor understands and agrees that the Department reserves the right to recover excess payments made to the Contractor when the Contractor has failed to maintain required staff ratios, hours of services and/or patterns. Such recovery of payments shall be retroactive to the date of occurrence.
  - 4.6.6 The Contractor shall be responsible for assuring that all personnel including those of any sub-contractor(s), are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract, and shall provide documentation of such licensure or certification upon request.

#### **4.7 Federal Funds Requirements**

- 4.7.1 The contract may involve the expenditure of federal funds. Therefore, the Contractor shall comply with the requirements listed in the following subparagraphs, as applicable.
- 4.7.2 If during the Contractor's fiscal year the Contractor expends \$750,000 or more in federal grant funds received from the Department, the Contractor shall have an annual audit conducted in accordance with 2 CFR 200.
  - a. The audit shall be conducted by an individual or firm licensed by the Missouri State Board of Accountancy.
  - b. The Contractor shall submit a copy of the audit to the Department by the due date for filing the audit with the federal clearinghouse.

- c. Failure to comply with the audit requirements may result in reduction of available allocation of funds, reduction or suspension of payments to the Contractor or cancellation of this contract between the Department and the Contractor.

#### **4.8 Financial Requirements**

- 4.8.1 The availability of funding for this contract shall be determined solely by the Department and such determination shall be final and without recourse by the Contractor.
- 4.8.2 Moneys received from the Department under this contract shall not be used to supplant local funds or subsidize services provided to other agencies, organizations, or individuals.
- 4.8.3 Payments due under the terms of the contract shall be made by the Department upon receipt of a properly itemized invoice.
  - a. The Contractor shall submit their invoices in a timely fashion and no later than the time period specified in 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.
  - b. The Contractor shall invoice for services provided at the contracted unit price(s). Unit prices charged the Department shall be no greater than those charged to the general public for the same service.
  - c. The Contractor shall not invoice federal or state tax.
- 4.8.4 The Department reserves the right to: 1) audit all invoices, 2) reject any invoice for good cause, 3) make invoice corrections and/or changes with appropriate notification to the Contractor, and 4) deduct from an invoice any overpayment made by the Department.
  - a. All overpayments shall be collected in accordance with 630.460 RSMo. Overpayment is defined by 630.460 RSMo as any payment by the Department to a vendor providing care, treatment, habilitation or rehabilitation services to clients under contract with the Department which is:
    - 1. In excess of the contracted rate less payments by the client, or on his behalf, as required to be made by the Standard Means Test, contained in 9 CSR 10-31.011;
    - 2. In payment of services not provided;
    - 3. In payment for any service not authorized in the contract with the Department; or
    - 4. In payment for services provided contrary to the provisions of the contract with the Department.
- 4.8.5 In accordance with 9 CSR 10-31.011, the Contractor shall apply to the costs incurred for providing services to the client the benefits received or available on behalf of or to the client from private and public health insurance, health services corporation and health maintenance organization plans, policies and contracts including individual, company, fraternal, group, Medicare, Medicaid and similar plans to the extent and limits of the coverage for the recipient.
  - a. The Department reserves the right to deduct from the Contractor's invoice, if not deducted by the Contractor, all amounts to be collected by the Contractor from the client or other payment sources.
- 4.8.6 The Contractor shall not make any collection for Title XIX Medicaid-covered services from the recipient, his or her spouse, parent, guardian, relative or anyone else receiving public assistance, and if any payment is received or assured from any other source on the recipient's account, the Contractor shall deduct that amount from the claim filed with Title XIX Medicaid.

#### **4.9 Standard Means Test**

- 4.9.1 For those services paid by the Department, the Contractor shall apply the Department's Standard Means Test in accordance with 9 CSR 10-31.011, when not applied by the Department. Nothing in this contract shall deny the right of a client or his responsible person to appeal to the Department for re-determination of the amounts payable by them to the Contractor under 9 CSR 10-31.011.
- 4.9.2 The Contractor shall charge and become responsible for the collection of client payments as determined by the Standard Means Test, in accordance with 9 CSR 10-31.011. Amounts charged to clients, whether or not collected, shall be shown as a credit on the invoice.

- 4.9.3 The Contractor shall not impose or increase fees for those services paid by the Department without the written consent of the Department, except as permitted by the Standard Means Test.
- a. Nothing in this contract shall be construed to prohibit the Contractor from collecting fees for services not paid by the Department that the Contractor would otherwise be entitled to collect.
- 4.9.4 Nothing in this contract shall impair the statutory rights of the Department to charge a Department client, a client's estate or the person(s) obligated to pay for services rendered to the client for expenditures made by the Department for the client.

#### **4.10 Insurance**

- 4.10.1 The Contractor understands and agrees that the Department and the State of Missouri cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract. Therefore, the Contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to his/her performance under the contract.
- 4.10.2 The Contractor shall be responsible for all injury or damage as a result of the Contractor's negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. 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 assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act. The Contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any sub-contractor or other person employed by or under the supervision of the Contractor under the terms of the contract.
- 4.10.3 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.
- 4.10.4 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.
- 4.10.5 Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. Proof of insurance coverage shall be submitted to the Department as requested.

#### **4.11 Human Rights**

- 4.11.1 The Contractor shall establish a system satisfactory to the Department through which recipients of services under this contract may present grievances. The Contractor shall maintain at the facility a file of all Department client grievances of an alleged violation of rights and how the grievance has been or is proposed to be resolved. The person in charge shall cooperate fully with any subsequent Department investigation of the grievance.
- 4.11.2 If this contract is federally funded, the Contractor shall abide by the provisions of the Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke, which is incorporated herein as if fully set out.
- 4.11.3 The Contractor shall comply with all applicable provisions of the Civil Rights Act (45 CFR 80) and the Age Discrimination in Employment Act of 1967 (45 CFR 90).
- 4.11.4 In compliance with Governor's Executive Order #87-6 (Art. XIII); Federal Executive Order 11246 as amended; Section 503 of the Rehabilitation Act (45 CFR 84) as amended; Vietnam-Era Veterans Readjustment Assistance Act as amended, 38 U.S.C. 4212 (formerly 2012); and the Americans with Disabilities Act of 1990; Contractors that employ fifty (50) or more persons shall comply with the above state and federal regulations which require non-discrimination in employment and delivery of services.
- a. In addition to the above, the Contractor shall make the following human rights assurances:

1. Not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, physical ability, veteran status or age.
2. Not to discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex or otherwise qualified status of physical ability.
3. Not to discriminate against any applicant for employment or employee on the basis of age, where such applicant or employee is between the ages of forty (40) and seventy (70) and where such Contractor employs at least twenty (20) persons.
4. Not to discriminate against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran, if the compensation payable to the Contractor or sub-contractor is at least \$10,000 within a fiscal year.
5. To develop, implement and maintain an affirmative action program if at least fifty (50) persons in the aggregate are employed. For the purpose of this contract, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promoting and training) in providing equal employment opportunity regardless of race, color, sex, origin, religion, age, physical ability and Vietnam-era veteran status. Such an Affirmative Action Program shall include:
  - aa. A written policy statement committing the total organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
  - bb. The identification of a person designated to handle affirmative action;
  - cc. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure and standards applicable to layoff, recall, discharge, demotion and discipline;
  - dd. The exclusion of discrimination from all collective bargaining agreements; and
  - ee. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If the Contractor uses any funds of this contract in a subcontract, then the Contractor shall require such a sub-contractor to comply with the applicable human rights clauses above.
- c. The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the Contractor.

4.11.5 The Contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (Public Law 101-336) (28 CFR 35), which prohibits discrimination against people with disabilities in employment, services, transportation, public accommodations, communications and activities of state and local government. The Contractor's failure to comply with this act may result in termination of the contract. The Contractor shall notify the Department immediately of any allegations, claims, disputes, or challenges made against the Contractor concerning this act.

4.11.6 Disclosure of information, by either party to the contract, concerning a client for any purpose not directly related to the performance of this contract is prohibited except as specified by applicable state and federal laws and regulations.

## **4.12 Recordkeeping and Reporting Requirements**

4.12.1 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 reflect, at a minimum, the specific number and type of service units provided, the number and type of clients served, client progress and other relevant records. The Contractor shall submit itemized reports, records and information at the request of the Department.

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

- 4.12.3 The Contractor shall provide the Department with access to its clients and client records without limitation. If access is denied or limited, the Department reserves the right to terminate payment from the day access is denied or limited.
- 4.12.4 The Contractor shall retain all records pertaining to the contract for six (6) years after the close of the contract year unless audit questions have arisen within the six year limitation and have not been resolved. All records shall be retained until all audit questions have been resolved.
- 4.12.5 The Contractor shall provide written notification to the Department when there is any change in the Contractor's licensure or certification/accreditation status, official name, address, Executive Director, or change in ownership and/or control of the Contractor's organization.
- 4.12.6 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 the contract or affirm the contract and hold the Contractor responsible for damages.

#### **4.13 Notification Requirements**

- 4.13.1 The Contractor shall immediately notify the Department, in accordance with guidelines established by the Department, when there is a death of a client.
- 4.13.2 The Contractor shall notify the Department in accordance with 9 CSR 10-5.200 when there are allegations of physical abuse, sexual abuse, verbal abuse or neglect of a client or misuse of client funds/property.
- 4.13.3 Under circumstances, as referenced in 632.300 RSMo, in which a client's conduct is jeopardizing the safety of the client or others in the community, the Contractor shall immediately notify the authorizing Department facility. If an immediate response is needed to ensure the health and/or safety of the client or others, the Contractor shall also notify local law enforcement officials.
- 4.13.4 In the event the Contractor receives notice of a Class I license violation from the Department of Health and Human Services or the Department of Health and Senior Services or a notice under certification that a condition of jeopardy exists, the Contractor shall immediately notify the Department.
- a. Notification to the Department may be verbal and shall be followed by written notification mailed within forty-eight (48) hours.
  - b. If applicable, the Contractor shall submit to the Department a copy of any plan of correction for Class I deficiencies which has been approved by the Department of Health and Senior Services, the Department, Health Care Financing Administration or other license certification or accreditation authority.

#### **4.14 Miscellaneous**

- 4.14.1 Unless otherwise specified, the Contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.14.2 The Department may require the attendance of the Contractor's personnel at training activities and may require the cooperation of the Contractor's personnel where the Department provides technical assistance.
- 4.14.3 The Department reserves the right to place a monitor with the Contractor, given any situation described in Section 630.763 RSMo, or when the Department determines that the health, safety or welfare of the clients cannot be adequately assured.
- 4.14.4 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.
- 4.14.5 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.
- 4.14.6 The Contractor agrees to maintain appropriate documentation that it has appropriate systems and controls in place to ensure that any and all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S.

copyright law or applicable licensing restrictions. The Contractor agrees to make documentation of such compliance and any such license immediately available upon request by the Department.

- 4.14.7 The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential and that no reports, documentation or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.

## **5. INVOICING AND PAYMENTS TERMS**

### **5.1 Invoicing Terms**

- 5.1.1 The Contractor shall submit invoices to the department by the 15<sup>th</sup> day of each month to the address listed below:

Department of Mental Health  
Division of Behavioral Health  
Attn: Jeanette Simmons  
PO Box 687  
Jefferson City, MO 65102-0687  
E-Mail: [DBHFiscal@dmh.mo.gov](mailto:DBHFiscal@dmh.mo.gov)

- 5.1.2 The Contractor must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the Contractor to properly apply the state agency's payment to the invoice submitted. The Contractor may obtain detailed information for payments issued for the past twenty- four (24) months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

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

- 5.1.3 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The facility shall have no obligation to pay any invoice submitted after the due date.

### **5.2 Payments to the Contractor**

- 5.2.1 The Department shall submit contract payments to the Contractor at the remittance address listed in the Contractor's MissouriBUYS vendor registration. However, the Contractor shall understand and agree the Department reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

- a. The Contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

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

- 5.2.2 The Contractor shall be paid the firm, fixed price of \$90 per IST defendant per day, with a maximum of ten (10) IST defendants per day for a daily maximum of \$900 per day for services provided pursuant to this contract.

- 5.2.3 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

## Attachment A (Business Associate Agreement)

(rev 06.07.13)

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department of Mental Health 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
- 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 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.
- 7.17 Notwithstanding the language in this Agreement set forth above in the Section 7.16, the parties recognize that certain Business Associates and/or Contractors may be entities that are sovereign political subdivisions of the State of Missouri – including but not limited to a department, board or other governmental unit of a city, county, township, etc. In that instance, the Business Associate or Contractor, by entering into this agreement, is not thereby waiving or limiting the rights or defenses it may have with respect to sovereign or governmental immunity, official immunity or any other legal protections applicable under federal or state law, which are afforded to that Business Associate or Contractor and its employees by virtue of the entity's status as a political subdivision of the State of Missouri.

## **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**

- 9.1 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.
- 9.2 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**

- 10.1 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.



## TERMS AND CONDITIONS

### MISSOURI DEPARTMENT OF MENTAL HEALTH

#### 1. Terminology/Definitions

Whenever the following words and expressions appear in a document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Amendment** means a written, official modification to a contract.
- b. **Attachment** applies to all forms which are included to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- c. **Buyer** means the procurement staff member of the Department of Mental Health.
- d. **Contact Person** as referenced herein is usually the Buyer.
- e. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- f. **Contractor** means a person or organization who enters into a contract.
- g. **Department** means the Missouri Department of Mental Health.
- h. **Exhibit** applies to forms which are included with a contract to be completed and submitted with the contract.
- i. **May** means that a certain feature, component, or action is permissible, but not required.
- j. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- k. **Pricing Page(s)** applies to the form(s) on which the Contractor must state the price(s) applicable for the equipment, supplies, and/or services required in the contract. The pricing pages must be completed and submitted by the Contractor with the contract.
- l. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
- m. **Shall** has the same meaning as the word **must**.
- n. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

#### 2. Applicable Laws and Regulations

- 2.1 The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

#### 3. Contract/Purchase Order

- 3.1 A binding contract shall consist of: the contract and any amendments thereto, All Exhibits and Attachments included in the contract and shall be incorporated into the contract.
- 3.2 A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services the Contractor must receive a properly authorized purchase order or other form of authorization given to the Contractor at the discretion of the Department.

#### 4. Invoicing and Payment

- 4.1 The Department does not pay state or federal taxes unless otherwise required under law or regulation.
- 4.2 The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 4.3 Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the contract.

- 4.4 The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the Contractor's expense.
- 4.5 All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in Section 34.055 RSMo.
- 4.6 The Department reserves the right to purchase goods and services using the state purchasing card.
7. **Delivery:** Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.
- 8. Inspection and Acceptance**
- 8.1 No equipment, supplies, and/or services received by the Department pursuant to a contract shall be deemed accepted until the Department has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- 8.2 All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- 8.3 The Department reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- 8.4 The Department's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the Department may have.
- 9. Warranty**
- 9.1 The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department, (2) be fit and sufficient for the purpose expressed in the contract, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- 10.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the Department's acceptance of or payment for said equipment, supplies, and/or services.
- 11. Conflict of Interest**
- 11.1 Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- 11.2 The Contractor hereby covenants that at the time of the submission of the bid the Contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of the contract neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.
- 12. Remedies and Rights**
- 12.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim by the Department of the Contractor's default or breach of contract.
- 13. Cancellation of Contract**
- 13.1 In the event of material breach of the contractual obligations by the Contractor, the Department may cancel the contract. At its sole discretion, the Department may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Contractor must provide the Department within 10 working days from notification a written plan detailing how the Contractor intends to cure the breach.
- 13.2 If the Contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately.
- 13.3 If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms

and in such manner as the Department deems appropriate and charge the Contractor for any additional costs incurred thereby.

**14. Bankruptcy or Insolvency**

14.1 Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the Department immediately.

14.2 Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

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

**16. Non-Discrimination and Affirmative Action**

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

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

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

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

**18. Filing and Payment of Taxes:** The Department cannot contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

**19. Titles:** Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

*(Rev 3/25/22)*

**EXHIBIT #1**

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

**BUSINESS ENTITY CERTIFICATION**

**The Vendor 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 <https://www.e-verify.gov/>.

**BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri Department including Office of Administration, Division of Purchasing.

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

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, 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 \_\_\_\_\_ (IFB 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 with all documentation required in Box B of this exhibit.

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

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

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

\_\_\_\_\_  
Date

**EXHIBIT #1, continued**

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

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

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

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

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

\_\_\_\_\_  
Date

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

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

- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; 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 Vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Vendor's name and the MOU signature page completed and signed, at minimum, by the Vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Vendor'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 Vendor who meets the section 285.525, RSMo, definition of a business entity **must** complete and return the following Affidavit of Work Authorization.

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

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

|                                                       |                                     |
|-------------------------------------------------------|-------------------------------------|
| _____<br><i>Authorized Representative's Signature</i> | _____<br>Printed Name               |
| _____<br>Title                                        | _____<br>Date                       |
| _____<br>E-Mail Address                               | _____<br>E-Verify Company ID Number |

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_.  
(DAY) (MONTH, YEAR)

I am commissioned as a notary public within the County of \_\_\_\_\_,  
(NAME OF COUNTY)

State of \_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

|                                     |               |
|-------------------------------------|---------------|
| _____<br><i>Signature of Notary</i> | _____<br>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 Department 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 Vendor’s name and the MOU signature page completed and signed by the Vendor 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 Department** to Which Previous E-Verify Documentation Submitted:  
\_\_\_\_\_.

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

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

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

\_\_\_\_\_  
*Authorized Business Entity  
Representative’s Signature*

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

\_\_\_\_\_  
Date

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

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

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT #2**  
**BUSINESS COMPLIANCE**  
**FEDERAL FUNDING UNIQUE IDENTITY ID**

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**Federal Debarment:** The Vendor **must** not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The Vendor should provide its Unique Identity ID number on the table below:

**Unique Entity ID:** The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at <https://sam.gov/content/home> to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The Parent Organization's number is the number assigned to the headquarters for the operation.

|                                    |                                                        |
|------------------------------------|--------------------------------------------------------|
| <b>Vendor Name:</b>                | <b>Vendor's Unique Identity ID Number:</b>             |
| <b>Parent Organization's Name:</b> | <b>Parent Organizations Unique Identity ID Number:</b> |

### EXHIBIT #3

#### ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

**Statutory Requirement:** Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

**Exceptions:** The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “Contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

**Company** - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

**Boycott Israel and Boycott of the State of Israel** - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

**Certification:** The Vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

**BOX A:** To be completed by any Vendor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”

**BOX B:** To be completed by a Vendor that meets the definition of “Company” but has less than ten employees.

**BOX C:** To be completed by a Vendor that meets the definition of “Company” and has ten or more employees.

**EXHIBIT #3, continued**

**BOX A - NON-COMPANY ENTITY**

I certify that \_\_\_\_\_ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department at that time.

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

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

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

\_\_\_\_\_  
Date

**BOX B - COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department at that time.

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**BOX C - COMPANY ENTITY WITH TEN OR MORE EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date