MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A as attached hereto and incorporated by reference as if fully set forth herein.

Tracking #	**Contract Title:**	
41765	EBOLA VIRUS DISEASE MONITORING	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
12/22/2014	5/15/2015	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
		00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE		
JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	DUNS NUMBER
446000196	010649846
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

Ebola Virus Disease Monitoring

1. GENERAL

1.1 The contract is for the period of December 22, 2014 through May 15, 2015.

1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

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

Program Name: Bureau of Communicable Disease Control & Prevention
Program Contact: Autumn Grim
Address: 471 Siemers Dr., Suite H, Cape Girardeau, MO 63701
Phone: 573-290-5783
Fax: 573-290-5195
Email: Autumn.Grim@health.mo.gov

2. PURPOSE

2.1 To conduct Ebola Virus Disease (EVD) Active Monitoring (AM) and/or Direct Active Monitoring (DAM) activities for travelers with identified epidemiologic risk factors to ensure, should the traveler become ill, the traveler is identified as soon as possible after symptom onset so they can be rapidly isolated, evaluated and receive appropriate medical care.

3. DELIVERABLES AND OUTCOMES

3.1 Once the Contractor is notified of a traveler in their jurisdiction by the Department; the Contractor shall:

3.1.1 Contact the traveler to verify their current location and complete the Ebola Traveler Evaluation Form (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein) for each traveler. In addition the contractor is to ensure the traveler has a clear understanding of the signs and symptoms of EVD and the importance of prompt reporting to public health should they become ill. The traveler will be provided a 24/7 contact phone number for the Department or the Provider.

3.1.2 The Contractor shall supply a copy of the completed "Ebola Traveler Evaluation Form" to the Department [Bureau of Communicable Disease Control and Prevention (BCDCP)] and consult with BCDCP on the findings from the evaluation of the traveler.

3.1.3 The Department and Contractor will determine the monitoring frequency and any movement restrictions. See the Traveler Risk Categories table for monitoring criteria contained in Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein.

3.2 The Contractor contacts the traveler to inform them of the daily monitoring (times and methods) and of any movement restrictions. The Contractor should also establish a clear understanding with the traveler that should they become ill, they would need to call the Contractor before seeking any medical treatment unless it is a medical emergency. The Contractor should provide, or ensure the traveler has all relevant EVD information and telephone numbers.

3.3 The Contractor shall monitor the traveler's temperature, symptoms, and travel daily. The information shall be documented on the Traveler Daily Monitoring Log, Attachment E, which is attached hereto and is incorporated by reference as if fully set forth herein.

3.3.1 The Contractor shall report the temperature and symptom information to the Department daily or more frequently as needed. Any fever or symptoms reported by the traveler to the Contractor should be reported to the Department **immediately**. Each traveler should have received an oral thermometer. If the traveler did not receive a thermometer; the Contractor may obtain a thermometer from the District Department Offices.

3.4 Before conducting daily in person monitoring of the traveler, the Contractor will call the traveler first to query their health status. If the traveler states they have a fever or do **not** feel well, the Contractor will **not** conduct an in-person monitoring visit.

3.5 In-person monitoring does **not** include the Contractor coming into direct contact with the traveler or entering the traveler's home. The traveler can take his/her own temperature and display the thermometer reading to the Provider. There is no need for the Contractor to touch the traveler's thermometer.

3.6 The Contractor shall communicate with the hospital that would receive the traveler, should the traveler become ill. The communication can include disclosing that an individual in the area is under precautionary monitoring, but the traveler's name shall not be revealed.

3.6.1 The Contractor shall discuss with the hospital their plans for intake of a suspected Ebola patient. Discussions should include but not limited to, how the traveler would be transported to the hospital if he/she were to become ill; if the hospital can package an EVD clinical specimen, possible waste disposal issues, etc.

3.6.2 The Contractor should find out who to notify at the hospital and their contact information (on a 24/7 basis), if the traveler were to become ill.

3.6.3 The Contractor shall instruct the hospital to alert the Contractor or Department immediately if any clinical specimens for EVD are being collected

4. REPORTS

4.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment F, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report with the final invoice. For a contract period over twelve months, the Contractor shall submit this report annually and with the final invoice.

5. BUDGET AND ALLOWABLE COSTS

5.1 Each DAM request received and approved by the Department will be reimbursed at a fixed rate of $75 per day, not to exceed $1,575 for each occurrence. DAMs for persons with epidemiologic risk factors for EVD conducted before December 22, 2014 or after May 15, 2015 will **not** be reimbursed.

5.2 Each AM request received and approved by the Department will be reimbursed at a fixed rate of $45 per day, not to exceed $945 for each occurrence. AMs for persons with epidemiologic risk factors for EVD conducted before December 22, 2014 or after May 15, 2015 will **not** be reimbursed.

5.3 Within 30 days after the end of the contract period, the Contractor shall certify in writing to the Department that the Contractor completed the project or activity or that the Contractor expended the required level of effort. The certification must contain the signature of the Contractor's authorized representative and may be in the form of a letter or a statement on the final invoice.

5.4 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the

availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

5.5 The Contractor shall follow competitive procurement practices.

6. INVOICING AND PAYMENT

6.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

6.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx

6.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

6.2 The Contractor shall submit a single invoice for all work performed and reported during the contract period by May 29, 2015, unless prior written approval has been made by the Department. The invoice shall be submitted on the Department's standard DH-38 Vendor Request for Payment form and shall include the contract number and invoice number of "EVDAM" along with a copy of the completed Traveler Daily Monitoring Log.

6.3 The Department will pay the Contractor upon the receipt and approval of an invoice prepared according to the terms of this contract.

6.4 The Contractor shall submit invoices to:

Missouri Department of Health and Senior Services
Bureau of Communicable Disease Control and Prevention
Attention: Monitoring
930 Wildwood Drive
P.O. Box 570
Jefferson City, MO 65102-0570

6.5 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

6.6 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor shall have the right to contest any such exception by any legal procedure the Contractor deems appropriate. The Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

6.8 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

6.9 If the Contractor receives an overpayment by the Department, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

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

6.10 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://www.cfda.gov/?s=program&mode=list&tab=list.

7. AMENDMENTS

7.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

8. RENEWALS

8.1 The Department shall have the right, at its sole option, based upon available funding and Contractor performance during the prior contract period, to renew the contract for two (2)

additional one-year periods. In the event the Department exercises this option, all terms and conditions, requirements and specifications of this contract shall remain the same and apply during the renewal period.

9. MONITORING

9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

11.2 The Contractor shall comply with provisions of Attachment G, as attached hereto and incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

12. LIABILITY

12.1 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

12.2 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not

intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

13.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

13.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

14. AUTHORIZED PERSONNEL

14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of

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

14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

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

14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

14.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. TERMINATION

15.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effectively immediately upon providing written notification to the Contractor if:

15.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

15.1.2 A change in federal or state law relevant to this contract occurs; or

15.1.3 A material change of the parties to the contract occurs; or

15.1.4 By request of the Contractor.

15.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:

15.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

15.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

15.3 In the event of termination, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the Excluded Parties List System (EPLS); or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

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

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations.

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

CERTIFICATIONS AND SPECIAL PROVISIONS

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

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

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

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;

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

6.1.6 Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";

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

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

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

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

CERTIFICATIONS AND SPECIAL PROVISIONS

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

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

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

8. CLEAN AIR ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at http://health.mo.gov/contractorresources/nga for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send a copy of any audit report to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within six months of notification by the Department to return such funds.

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

1.12 Equipment

SUBRECIPIENT SPECIAL CONDITIONS

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

Ebola Traveler Evaluation Form

Section I: Traveler Demographic Information

First Name:_____ Last Name:_____ MI:_____

Gender: □ Male □ Female Age:_____ Date of Birth: ____/____/_____

Current Address: _____

City: _____ County:_____ State: _____

Phone1: (____)_____ - _____ Phone2: (____)_____ - _____ Email: _____

Emergency Contact Name:_____ Phone (____)_____ - _____

Occupation: _____ Employer: _____

Dwelling: □ Single Family Home □ Multi-family Home □ Apartment □ Dormitory □ Other:_____

Number of persons currently living in dwelling: _____

Does the traveler speak/understand English: □ Yes □ No □ Unknown If no, language:_____

While in the affected country was the traveler working in a health care or lab setting: □ Yes □ No

If **Yes**, what was the travelers working title: _____

If **Yes**, what agency was the traveler working with: _____

Section II: Travel History

Have you traveled to Africa in the past 21 days: □ Yes □ No

(If yes, which countries, cities, and dates of travel)

Country	City	Date Arrived	Date Departed
		____/____/_____	____/____/_____
		____/____/_____	____/____/_____
		____/____/_____	____/____/_____

When did you arrive in the United States: Date Arrived ____/____/_____ Arrival Time: _____

When did you arrive in (final destination): Date Arrived ____/____/_____ Arrival Time: _____

Section III: Clinical Information

In the last 21 days, have you experienced any of the following symptoms:

Description	Symptoms	Onset date	Resolved date
Fever If yes, max (_____)	□ Yes □ No	___/___/____	___/___/____
Headache	□ Yes □ No	___/___/____	___/___/____
Muscle pain	□ Yes □ No	___/___/____	___/___/____
Vomiting	□ Yes □ No	___/___/____	___/___/____
Diarrhea	□ Yes □ No	___/___/____	___/___/____
Stomach/Abdominal pain	□ Yes □ No	___/___/____	___/___/____
Hemorrhage/bleeding (unexplained)	□ Yes □ No	___/___/____	___/___/____
Weak/Tired	□ Yes □ No	___/___/____	___/___/____
Other1: _____	□ Yes □ No	___/___/____	___/___/____
Other2: _____	□ Yes □ No	___/___/____	___/___/____

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

While in Africa did you take medication to prevent/treat malaria: □ Yes □ No □ Unknown
If yes, medication taken: _____
Are you still taking medication to prevent malaria: □ Yes □ No If no, date last taken: ___/___/_____

Do you have a specific hospital you plan to use if you become ill: □ Yes □ No □ Unknown
If **Yes**, What hospital do you plan to use if you were to become ill: _____
Hospital Location: Street _____ City _____ St _____

Section IV: Exposure Information:

1. In the last 21 days, did you ever come into contact with blood or other body fluids of a person with Ebola? □ Yes □ No □ Unknown

   If **YES**: i. Stuck with a needle or other sharp object? □ Yes □ No □ Unknown
   ii. Splashed in the eye, nose or mouth? □ Yes □ No □ Unknown
   iii. Blood or body fluids directly on your skin? □ Yes □ No □ Unknown

2. In the last 21 days, did you provide direct care to anyone with Ebola while person was sick? This includes household or health care setting. □ Yes □ No □ Unknown

   If **YES**: Did you wear appropriate PPE at <u>all times</u>? □ Yes □ No □ Unknown

   If **YES** (to appropriate PPE at <u>all times</u>): Did the PPE worn include the following (*check all that apply*):

   □ N95 or higher respirator □ Powered air-purifying respirator (PAPR)
   □ Full Face Shield □ Helmet □ Headpiece □ Single use body suit
   □ Single-use (disposable) hood □ Boots
   □ Single-use (disposable), fluid-resistant or impermeable boot covers shoe covers
   □ Single-use (disposable) nitrile examination gloves with extended cuffs
   □ Single-use (disposable) fluid-resistant or impermeable gowns
   □ Single-use (disposable), fluid-resistant or impermeable apron

3. In the last 21 days, did you work in a laboratory in [Ebola-affected country]?
   □ Yes □ No □ Unknown

   If **YES**: Did you process body fluids of Ebola patients? □ Yes □ No □ Unknown

   If **YES** (to processing body fluids): Did you wear appropriate PPE and follow standard lab biosafety precautions <u>at all times</u>? □ Yes □ No □ Unknown

   If **YES** (to appropriate PPE <u>at all times</u>): Did the PPE worn include the following (*check all that apply*):

   □ N95 or higher respirator □ Powered air-purifying respirator (PAPR)
   □ Full Face Shield □ Helmet □ Headpiece □ Single use body suit
   □ Single-use (disposable) hood □ Boots
   □ Single-use (disposable), fluid-resistant or impermeable boot covers shoe covers
   □ Single-use (disposable) nitrile examination gloves with extended cuffs
   □ Single-use (disposable) fluid-resistant or impermeable gowns
   □ Single-use (disposable), fluid-resistant or impermeable apron

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

4. In the last 21 days, did you directly handle dead bodies in [Ebola-affected country]? This might include participating in funeral/burial rites or any other activities that involved handling dead bodies.
□ Yes □ No □ Unknown

If **YES**: Did you wear appropriate PPE <u>at all times</u>? □ Yes □ No □ Unknown

If **YES** (to appropriate PPE <u>at all times</u>): Did the PPE worn include the following (*check all that apply*):

□ N95 or higher respirator □ Powered air-purifying respirator (PAPR)
□ Full Face Shield □ Helmet □ Headpiece □ Single use body suit
□ Single-use (disposable) hood □ Boots
□ Single-use (disposable), fluid-resistant or impermeable boot covers shoe covers
□ Single-use (disposable) nitrile examination gloves with extended cuffs
□ Single-use (disposable) fluid-resistant or impermeable gowns
□ Single-use (disposable), fluid-resistant or impermeable apron

5. In the last 21 days, did you live or work (such as cleaning or doing laundry) in the same household as a person with Ebola, while that person was sick? □ Yes □ No □ Unknown

If **YES**: When was the persons date of symptom onset (if known) and dates traveler lived or worked in same household.

Onset date: ___ / ___ / ___ Dates in household: ___ / ___ / ____ to ___ / ___ / ____

6. In the last 21 days, have you spent time in the same room with any person with Ebola while the person was sick? □ Yes □ No □ Unknown If **YES**:

i. Did you have direct contact with the person (e.g. shaking hands)? □ Yes □ No □ Unknown

ii. Were you within 3 feet (1 meter) of the person with Ebola? □ Yes □ No □ Unknown
If **Yes:** How long were you within 3 feet of the person with Ebola? **Time: ____hrs _____ min**

iii. Did you have any other contact with a person with Ebola? □ Yes □ No □ Unknown
(***If yes, get a description of each activity and document in space provided at the end of this section.***)

If **YES to question 6i-6iii**: Were you wearing appropriate PPE <u>at all times</u>?
□ Yes □ No □ Unknown

If **YES** (to appropriate PPE <u>at all times</u>): Did the PPE worn include the following (*check all that apply*):

□ N95 or higher respirator □ Powered air-purifying respirator (PAPR)
□ Full Face Shield □ Helmet □ Headpiece □ Single use body suit
□ Single-use (disposable) hood □ Boots
□ Single-use (disposable), fluid-resistant or impermeable boot covers shoe covers
□ Single-use (disposable) nitrile examination gloves with extended cuffs
□ Single-use (disposable) fluid-resistant or impermeable gowns
□ Single-use (disposable), fluid-resistant or impermeable apron

7. In the last 21 days, did you have contact with animals, specifically bats, non-human primates, antelopes or porcupines while you were in Africa or consume bushmeat? □ Yes □ No □ Unknown

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

If the response to any of the exposure questions above was "Yes" or other possible concerns of exposure to Ebola was reported please describe in detail:

_____
_____
_____
_____
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_____
_____
_____
_____
_____
_____

Section V: Current Travel Plans

(*The following information is available from the* ***Section II Traveler History*** *and will assist with questions regarding current travel plans*):

Date Left Affected Country: ____/____/_____ *Last Date to be Monitored:* ____/____/_____

Current Jurisdiction (City, County):_____

Does the traveler have plans to travel or attend group gatherings or public events during the monitoring period: □ Yes □ No □ Unknown

If Yes, Describe the plans to include locations, dates of travel, and modes of travel, and purpose of travel.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Date of first contact with Traveler: ____/____/_____

Interview Completed by: _____ **Date:** ____/____/_____

Interviewer Agency: _____

Interviewer Contact Number (____**)**____-_____

Section VI: Monitoring and Movement

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

(The information in this section is to be completed following consultation with the appropriate local and state health officials based on information included in this questionnaire).

Exposure Risk: □ High Risk □ Some Risk □ Low (but not zero) Risk □ No Identifiable Risk

Monitoring Frequency: □ Once Daily □ Twice Daily □ Other: _____

Monitoring Method (Check all that apply): □ Face-to-Face □ FaceTime/Skype □ Email □Other:_____

Monitoring Method Description (ex. twice daily to include one face-to-face in the morning and one by phone in the evening): _____

_____

_____

Any travel restrictions required (e.g., no public transportation): □ Yes □ No □ Unknown

If **Yes**, describe: _____

_____

If traveler is a student, will the student be allowed to attend school during the remainder of the monitoring period: □ Yes □ No

What hospital will the traveler use if he/she were to become ill during the monitoring period:
Hospital Name _____
Street: _____ City: _____ State: _____

Has the hospital identified been notified that a traveler in their area is being monitored and will be seeking medical care if needed during the monitoring period: ☐ Yes ☐ No ☐ Unknown

Hospital Contact Name: _____ Phone: (____) _____-_____
Infection Control Contact Name: _____ Phone: (____) _____-_____
Hospital Contact or Infection Control afterhours/emergency number: Phone: (____) _____-_____

Is a plan in place for how the traveler will be transported to hospital if illness develops during the monitoring period. ☐ Yes ☐ No ☐ Unknown If Yes, describe: _____

_____

_____

_____

Public health agency the traveler will contact if they become ill: _____

Public health agency the traveler will contact outside of business hours: _____

Lead Monitoring Agency: _____ Phone: (____) _____-_____

Lead Monitoring Agency After Hours Emergency Contact: _____

Lead Monitoring Agency After Hours Emergency Contact Number: Phone: (____) _____-_____

Traveler Risk Categories - Asymptomatic

Exposure Category	Public Health Actions	Monitoring Criteria
High Risk includes any of the following: • Percutaneous (e.g., needle stick) or mucous membrane exposure to blood or body fluids of a person with Ebola while the person was symptomatic. • Exposure to the blood or body fluids (including but not limited to feces, saliva, sweat, urine, vomit, and semen) of a person with Ebola while the person was symptomatic without appropriate personal protective equipment (PPE). • Processing blood or body fluids of a person with Ebola while the person was symptomatic without appropriate (PPE) or standard bio-safety precautions. • Direct contact with a dead body without appropriate PPE in a country with widespread transmission or cases in urban settings with uncertain control measures. • Having lived in the immediate household and provided direct care to a person with Ebola while the person was symptomatic.	• Direct active monitoring. • Public health authority will ensure, through orders as necessary, the following minimum restrictions: - Controlled movement: exclusion from all long-distance and local public conveyances (aircraft, ship, train, bus and subway). - Exclusion from public places (e.g., shopping centers, movie theaters), and congregate gatherings. - Exclusion from workplaces for the duration of the public health order, unless approved by the state or local health department (telework is permitted). • Non-congregate public activities while maintaining a 3-foot distance from others may be permitted (e.g., jogging in a park) • Federal public health travel restrictions (Do Not Board) will be implemented to enforce controlled movement. • If travel is allowed, individuals are subject to controlled movement. - Travel by noncommercial conveyances only. - Coordinated with public health authorities at both origin and destination. - Uninterrupted direct active monitoring.	The individual is placed in quarantine in their residence. Monitoring of the individual for symptoms and temperature will be conducted in person twice daily at least 6 hours apart for 21 days after departure from country. If the individual does not adhere to the requirements of the quarantine voluntarily, a quarantine order will be issued. Individuals are not allowed to leave at any time. Provisions will be delivered to the home as needed.
Some Risk includes any of the following: • In countries with widespread transmission or cases in urban settings with uncertain control measures: - Direct contact while using	• Direct active monitoring. • The public health authority, based on a specific assessment of the individual's situation, will determine whether additional restrictions are appropriate, including:	Monitoring of the individual for symptoms and temperature will be conducted twice daily at least 6 hours apart for 21 days after

appropriate PPE with a person with Ebola while the person was symptomatic or with the person's body fluids. - Any direct patient care in other healthcare settings • Close contact in households, healthcare facilities, or community settings with a person with Ebola while the person was symptomatic. - Close contact is defined as being for a prolonged period of time while not wearing appropriate PPE within approximately 3 feet (1 meter) of a person with Ebola while the person was symptomatic.	- Controlled movement: exclusion from long-distance commercial conveyances (aircraft, ship, train, bus) or local public conveyances (e.g., bus, subway). - Exclusion from public places (e.g., shopping centers, movie theaters), and congregate gatherings. - Exclusion from workplaces for the duration of a public health order, unless approved by the state or local health department (telework is permitted). • If the above restrictions are applied, non-congregate public activities while maintaining a 3-foot distance from others may be permitted (e.g., jogging in a park). • Other activities should be assessed as needs and circumstances change to determine whether these activities may be undertaken. • Any travel will be coordinated with public health authorities to ensure uninterrupted direct active monitoring. • Federal public health travel restrictions (Do Not Board) may be implemented based on an assessment of the particular circumstance. - For travelers arriving in the U. S., implementation of federal public health travel restrictions would occur after the traveler reaches the final destination of the itinerary.	departure from country. One monitoring will need to be in person, the other monitoring can occur by electronic means (e.g. Face Time, Skype, email, etc.) If the individual refuses symptom monitoring or disregards preventative instructions, additional quarantine requirements will be implemented. The individual will not be allowed to travel outside the public health authority jurisdiction, unless permission is given.

Low (but not zero) risk includes any of the following: • Having been in a country with widespread transmission or cases in urban settings with uncertain control measures within the past 21 days and having had no known exposures. • Having brief direct contact (e.g., shaking hands), while not wearing appropriate PPE, with a person with Ebola while the person was in the early stage of disease. • Brief proximity, such as being in the same room (not an Ebola patient care area) for a brief period of time, with a person with Ebola while the person was symptomatic. • In countries without widespread transmission or cases in urban settings with uncertain control measures: direct contact while using appropriate PPE with a person with Ebola while the person was symptomatic or with the person's body fluids. • Traveled on an aircraft with a person with Ebola while the person was symptomatic.	• No restrictions on work, public conveyances, or congregate gatherings • Direct active monitoring for: - U.S.-based healthcare workers caring for symptomatic Ebola patients while wearing appropriate PPE. - Travelers on an aircraft with, and sitting within 3 feet of, a person with Ebola. • Active monitoring for all others in this category.	The individual will be monitored twice daily at least 6 hours apart by telephone, electronic means, or in person. One monitoring will need to be in person each week for the 21 day after departure from country. The individual will not be allowed to leave the public health jurisdiction, unless permission is given.
No identifiable risk includes: • Contact with an asymptomatic person who had contact with person with Ebola. • Contact with a person with Ebola before the person developed symptoms. • Having been more than 21 days previously in a country with widespread transmission or cases in urban settings with uncertain control measures. • Having been in a country with Ebola cases, but without	• No actions needed.	• No monitoring of the individual for symptoms and temperature will be conducted.

widespread transmission or cases in urban settings with uncertain control measures, and not having any other exposures as defined above. • Having remained on or in the immediate vicinity of an aircraft or ship during the entire time that the conveyance was present in a country with widespread transmission or cases in urban settings with uncertain control measures, and having had no direct contact with anyone from the community.		

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

Traveler Daily Monitoring Log

Affected Countries: _____ Date Left Affected Country: ____/____/_____

Date Arrived in U.S.: ____/____/_____ Date arrived at Current Jurisdiction: ____/____/_____

Current Jurisdiction (City, County):_____ Last Date to be Monitored: ____/____/_____

Day	Date / Time	Follow up Type	Temperature	Symptoms	Medication / Monitor
0	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
1	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
2	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
3	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____

Does the person plan to travel outside of the county/jurisdiction during Days 0-3: Yes ☐ No ☐

If yes, complete ***Travel Request Form***

Notes: _____

_____

_____

_____

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

4	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
5	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
6	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
7	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
8	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____

Does the person plan to travel outside of the county/jurisdiction during Days 4-8: Yes ☐ No ☐
If yes, complete ***Travel Request Form***

Notes: _____

_____

_____

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

9	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
10	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
11	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
12	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
13	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____

Does the person plan to travel outside of the county/jurisdiction during Days 9-13: Yes ☐ No ☐

If yes, complete ***Travel Request Form***

Notes: _____

_____

_____

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

14	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
15	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
16	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
17	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
18	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____

Does the person plan to travel outside of the county/jurisdiction during Days 14-18: Yes ☐ No ☐
If yes, complete ***Travel Request Form***

Notes: _____

_____

_____

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

19	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
20	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
21	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____

Does the person plan to travel outside of the county/jurisdiction during Days 19-21: Yes ☐ No ☐
If yes, complete ***Travel Request Form***

Notes: _____

_____

_____

_____

_____

Released from monitoring: Yes ☐ No ☐ If yes, date released: ____/____/_____

Releasing Agency: _____

Name: _____

Primary Contact Number: (_____) _____-_____

Attachment F

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY) From:	To:	4. Contractor Identifying Number (optional)
5. DUNS Number	6. EIN	7. Report Type	
		☐ Annual	☐ Final

8. Transactions
Contract Expenditures:

8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00

Match Requirements:

8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor		11e. Date Report Submitted (MM/DD/YY)

MO 580-3091 (12-14)

1. BUSINESS ASSOCIATE PROVISIONS:

1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

1.1.1 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 state agency.

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:

- (a) Except as provided in paragraph (b) 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.
- (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C.

1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

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.

1.1.2 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.

1.1.3 The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, 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.

1.1.4 The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

1.2.1 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 state agency, except for the specific uses and disclosures in the contract.

1.2.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

1.2.3 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 state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

1.2.4 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.

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

1.2.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

1.2.7 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 state agency to do so.

1.2.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

1.3 Obligations and Activities of the Contractor:

1.3.1 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).

1.3.2 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.

1.3.3 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 state agency 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.

1.3.4 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.

1.3.5 By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

1.3.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.

1.3.7 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 state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

1.3.8 At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

1.3.9 The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

1.3.10 The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

1.3.11 The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of 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.

1.3.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

1.3.13 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.

1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

1.3.15 If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

1.3.16 The contractor shall indemnify the state agency 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 state agency 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 state agency 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.

1.4 Obligations of the State Agency:

1.4.1 The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.

1.4.2 The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

1.4.3 The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

1.4.4 The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

1.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

1.5.1 In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

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

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

BUSINESS ENTITY CERTIFICATION:
The provider must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Ebola Virus Disease Monitoring (Contract Title) 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 Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name (if applicable)	Date

EXHIBIT 1, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

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

- ❒ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ❒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the provider's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the provider's name and the MOU signature page completed and signed, at minimum, by the provider and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the provider'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 provider who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

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

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

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

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

_____	_____
Signature of Notary	*Date*

EXHIBIT 1, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

STATE OF MISSOURI
DEPARMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICE

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking # 41765	**State:** 0% $0.00	**Federal:** 0% $0.00

Contract Title: **EBOLA VIRUS DISEASE MONITORING**

Contract Start: 12/22/2014 **Contract End:** 5/15/2015 **Amend#:** 00 **Contract #:**

Vendor Name: JOPLIN CITY HEALTH DEPARTMENT

Federal Award Year: 2015 **DHSS #:** TP0005310351

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

CFDA: 93.074 **CFDA Name:** HOSPITAL PREPAREDNESS PROGRAM (HPP) AND PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) ALIGNED COOPERATIVE AGREEMENTS

Federal Award Name: TP12-1201 PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) SUPPLEMENT FOR EBOLA VIRUS DISEASE ACTIVE MONITORING AND DIRECT ACTIVE MONITORING ACTIVITIES

Federal Award: 3U90TP000531-03S1

Research and Development: **N** **Subject to A-133 Requirements:** **Y**

*** The Department will provide this information when it becomes available.**