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, 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:**
41550	WIC LOCAL AGENCY NUTRITION SERVICES

Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2015	9/30/2016	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

WIC: Local Agency Nutrition Services

1. GENERAL

1.1 The contract amount shall not exceed the amount stated on the Budget Page, Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein for the period of October 1, 2015 through September 30, 2016.

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 WIC and Nutrition Services
Program Contact: Kathleen Davis
Address: 930 Wildwood Drive, Jefferson City, MO 65109
Phone: 573-526-2821
Email: kathleen.davis.@health.mo.gov

2. PURPOSE

2.1 The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC / WIC Program) was established to provide nutrition education and breastfeeding support, nutritious supplemental foods, and referrals to other health and social services at no cost to eligible persons.

2.2 The WIC Program serves as an adjunct to good health care during critical times of human growth and development, to prevent health problems and improve the health of those served.

2.3 The purpose of this contract is to allow the Department to provide funds to support the delivery of the food, nutrition education, breastfeeding support, and health referral services and benefits of the WIC Program to eligible participants through qualified community agencies (Contractors), such as local public health agencies.

2.4 The terms of this contract are derived from the language set forth in 7 C.F.R. Part 246 located at: http://www.fns.usda.gov/sites/default/files/wic/WICRegulations-7CFR246.pdf. The Contractor shall familiarize itself with these regulations and shall abide by their applicable parts. The Contractor shall abide by the requirements set forth in the current Missouri WIC Operations Manual (WOM) and its updates, which are

available at: http://health.mo.gov/living/families/wic/wiclwp/wom/ and is incorporated by reference as though fully set forth herein.

3. CERTIFICATION DELIVERABLES

3.1 The Contractor shall process all WIC applications within the statutory timeframes as defined in WOM Policy 3.01700.

3.2 The Contractor shall provide services to all WIC applicants based on the participant priority system defined in WOM Policy 2.03200.

3.3 The Contractor shall not establish a waiting list without prior approval of the Department. When the Department approves a waiting list, the Contractor must establish and manage the waiting list.

3.4 The Contractor shall certify applicants for the WIC Program, which includes, but is not limited to:

3.4.1 Requiring that the applicant be physically present at the time eligibility for the WIC Program is determined, with limited exceptions set forth in WOM Policy 2.02700.

3.4.2 Requiring the applicant's proof of identification, residency and income;

3.4.3 Accurately assessing the income to determine income eligibility status according to WOM Policy 3.01200;

3.4.4 Assessing the applicant for medical and nutritional risks to determine WIC Program eligibility status, using WIC Program standards and risk factors issued by the Department in effect at that time;

3.4.5 Providing notification of ineligibility at the end of the interview process if the applicant does not meet income guidelines and/or risk criteria;

3.4.6 Providing the applicant an explanation of the following:

a. Risk factors for which the applicant is qualified,

b. The collaborative aspect of the WIC program created through referrals to other health/social services,

c. The food package and its nutrient value, for which the applicant will receive,

d. Nutrition and breastfeeding education contact requirements,

e. Applicant's rights and responsibilities as a participant in the WIC Program, and

f. Purposes and procedures of the WIC Program.

3.4.7 Updating participant records in the Missouri WIC Information Network System (MOWINS) as necessary, including making changes, corrections, terminations, and reinstatements.

3.5 The Contractor shall use the Department's designated electronic nutrition assessments in MOWINS to determine the WIC participant's nutritional risk(s) and counsel participants according to United States Department of Agriculture (USDA) nutrition standards.

3.6 The Contractor shall document in MOWINS all participant-centered nutrition and health goals as established between the Contractor and participant and assure appropriate documented follow-up occurs within the required timeframe.

3.7 The Contractor shall have a plan in place to maintain separation of duties and to prevent a conflict of interest during the certification process as outlined in WOM Policy 1.07000.

3.7.1 The same employee should not determine eligibility and also issue food instruments, Cash Value Vouchers/Benefits (CVV/Bs) or supplemental foods.

3.7.2 The local WIC provider shall ensure that WIC employees are not providing WIC services to themselves, their relatives and/or their close friends.

3.7.3 The Contractor must provide an alternate process to address the following when only one employee is in the WIC office:

a. Conflict of Interest

b. Separation of Duties.

4. FOOD PACKAGE ISSUANCE DELIVERABLES

4.1 The Contractor shall issue food packages in compliance with the WOM Policies 1.07000, 2.06950 – 2.08500, 3.0145, and 3.0400 - 3.06400.

4.2 The Contractor shall ensure: 1) that they issue every participant determined eligible for the WIC Program the appropriate food package pursuant to WOM Policy 2.06600, and 2.06950 – 2.08500; and 2) that they provide the participants food instruments (FI) for the food package on the same day the applicant is determined eligible. FI and CVVs are checks used by a participant to obtain supplemental foods.

4.3 Formula shall not routinely be provided to breastfeeding mothers before their infant is 1 month of age.

4.4 The Contractor shall follow-up with WIC eligible individuals with metabolic disorders who require special medical foods to ensure the individual receives those foods through their private insurance, or through the Metabolic Formula Program as the primary source, if applicable.

5. FOOD INSTRUMENT ISSUANCE, ACCOUNTABILITY AND SECURITY DELIVERABLES

5.1 The Contractor shall provide FIs only to participants who have met the WIC eligibility requirements in compliance with the WOM which includes:

5.1.1 Ensuring proper FI printing, issuance, and recording of disposition to include receipt by participants, guardians, or their authorized proxies;

5.1.2 Ensuring FIs are issued only to participants in a current period of eligibility, with a current WIC system certification record, and ensuring issuance of only one food package to match the current status of the participant, for each month of eligibility; and

5.1.3 Ensuring participants, guardian(s), or authorized proxies of participants are given instructions on the proper use of the FIs.

5.2 The Contractor shall be accountable and liable for all FIs in the Contractor's and/or subcontractor's possession from the time FIs are created through the data system to issuance to the participant or other final non-issued disposition.

5.2.1 The Contractor is responsible for issuing and maintaining support documentation.

5.2.2 The Contractor shall upon request reimburse the Department from non-WIC funds for improperly issued FIs.

6. NUTRITION EDUCATION, BREASTFEEDING EDUCATION AND PROMOTION AND SUPPORT SERVICES DELIVERABLES

6.1 The Contractor shall provide to participants nutrition education, breastfeeding education, promotion and support services, which includes, but is not limited to:

6.1.1 Making available a minimum of two nutrition education contacts during each 6-month period to every adult participant and to every parent/guardian of an infant or child. The contacts must be provided on two different dates as outlined in WOM Policy 2.06400.

6.1.2 Developing participant-centered nutrition and/or health goals with every participant;

WIC: Local Agency Nutrition Services

6.1.3 Conducting follow-up with the participant on their health and/or nutrition goal and documenting goal follow-up within the current certification period

6.1.4 Providing nutrition education contacts that are designed to be easily understood; that bear a practical relationship to the participant's risk factors, nutritional needs, and cultural preferences; that emphasize the relationships between proper nutrition and good health; and that assist the participant in achieving positive changes in food selection and physical activity habits;

6.1.5 Conducting nutrition education follow-up with the participant including when the participant does web based nutrition education.

a. Document all Nutrition Education follow-up in MOWINS.

6.1.6 Ensuring that participants are not denied supplemental foods for failure to participate in nutrition education;

6.1.7 Educating, supporting, and encouraging women to initiate and continue to breastfeed;

6.1.8 Providing substance abuse information at each certification, mid-certification, recertification, and referrals as appropriate to participants;

6.1.9 Providing a nutrition education counseling session and exit brochure to all women participants who will be terminated from the WIC Program;

6.1.10 Documenting each nutrition and breastfeeding education contact by recording appropriate nutrition education topics provided, contact appointments missed or refused, follow-up on health/nutrition goal; and

6.1.11 Ensuring that nutrition and breastfeeding education materials are reviewed with participants and are consistent with current standards of professional practice, and are appropriate for use with the target audience pursuant to WOM Policies 2.06000 - 2.06500.

7. CLINIC ENVIRONMENT, ACCESSIBILITY OF SERVICES, CUSTOMER SERVICE DELIVERABLES

7.1 The Contractor shall ensure that clinic locations and hours are available that minimize time away from work for employed applicants and parent(s) or guardian(s) of participants, and minimize travel time and distance for applicants and parent(s) or guardian(s).

7.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding.

WIC: Local Agency Nutrition Services

7.3 The Contractor shall ensure accessibility of WIC services to any eligible person including migrant farm workers and their families; Native American Indians; and homeless individuals.

7.4 The Contractor shall ensure WIC is available in their service area by:

7.4.1 Notifying the State WIC office in writing at least 60 days prior to opening, relocating, changing hours or days of operation, or closing a clinic site, satellite facility or hospital certification site. This is done by completing an Impact Analysis Template located at (http://health.mo.gov/living/families/wic/wiclwp/forms.php- (toward bottom of page). The Contractor must send the completed Impact Analysis Template to the Department's assigned technical assistance staff for approval. The assigned technical assistance staff can be found http://health.mo.gov/living/families/wic/wiclwp/index.php.

7.5 The Contractor shall ensure that continuity of WIC services is addressed in their local agency Emergency Response/Disaster Preparedness Plan (ERDP) pursuant to WOM Policy 3.00500.

7.6 The Contractor shall provide voter registration services and assure that services are made available in compliance with the National Voter Registration Act of 1993.

7.7 The Contractor shall prohibit smoking on the premises used to carry out the WIC Program, including near clinic entrances used by WIC participants.

7.8 The Contractor shall promote and enforce a drug free work environment.

7.9 The Contractor shall identify, in a highly visible manner, where WIC Program services are located at each Contractor's site. The Contractor shall identify where WIC Program Services are located at each Contractors site through the use of signage or other means to direct WIC participants to the clinic.

7.10 The Contractor shall have a written procedure for handling complaints and grievances that must be approved by the Department in the Local Agency Plan (LAP) and shall ensure all Contractor staff follows said policy.

7.11 The Contractor shall ensure that WIC staff does not share individual user identification and/or passwords to the data system. The Department will assess penalties to the Contractor according to WOM Policy 3.01400 when it discovers the sharing of individual user identification or passwords.

8. CLINIC MANAGEMENT, COORDINATION DELIVERABLES

WIC: Local Agency Nutrition Services

8.1 The Contractor shall provide to all WIC Program applicants, proxies, participants, and guardians information about and referrals to available health and social services specific to their needs, including written information on MoHealthNet (formerly Medicaid) and brochures regarding newborn screening.

8.2 The Contractor shall have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided through referrals. Such services include, but are not limited to, screening of immunization status, blood lead level, MoHealthNet or MoHealthNet Managed Care, and substance abuse education.

8.3 When a Contractor is comprised of a health agency and a human service agency, both agencies shall enter into a signed written agreement that outlines all WIC-related responsibilities of each agency. The Department shall approve the agreement during the application process and shall be on file at both the Department and the respective local agencies. The Department will not use WIC Program funds to reimburse the health agency for the health services provided. However, the Department may reimburse the costs of the WIC certification borne by the health agency.

9. ASSESSMENT, PLANNING, AND EVALUATION DELIVERABLES

9.1 The Contractor shall, at least annually, assess the needs of its WIC participants and potential WIC participants using MOWINS tool(s) and use such assessments to improve the effectiveness of local service provision. The Contractor shall do this to modify local operations to meet the needs of WIC participants, as appropriate within the allowances and guidelines and state policies as set forth in the Missouri WOM.

9.2 The Contractor shall develop a LAP for WIC services. The Contractor shall evaluate the LAP throughout the year.

9.2.1 The Contractor shall submit the LAP to the Department by the 1st of September of the current contract year if the Contractor wishes to continue to provide WIC services for the following year.

a. The Contractor's failure to submit the LAP to the Department by the due date will result in the Department withholding the Contractor's monthly reimbursements beginning October 1 until the Contractor complies with this requirement.

b. The Contractor shall set their priorities by writing goals, objectives and strategies in their approved LAP.

9.2.2 The Contractor shall have a written plan for outreach appropriate to the local area and population. The plan shall include, but not be limited to:

a. An active outreach referral network with agencies or organizations which serve similar populations which are potentially eligible; and

b. Activities targeting potentially high-risk individuals, and who are most in need of benefits, with emphasis on reaching and enrolling eligible migrants and Missouri women in the early months of pregnancy.

9.3 The Contractor shall, at least monthly, follow up on no-show applicants and participants, reschedule missed appointments, and provide adequate and appropriate notice of upcoming appointments.

9.4 The Contractor shall attempt to contact any prenatal applicant who misses her initial appointment to determine WIC eligibility and shall document such contacts.

9.5 The Contractor shall announce publicly the availability of WIC Program benefits in the first quarter of each contract year, and when significant WIC Program changes have occurred which affect the local population and local participants.

10. STAFFING DELIVERABLES

10.1 The Contractor shall ensure all staff is performing within their scope of practice.

10.2 All Registered Dietitians (RDs) must be licensed to practice dietetics in Missouri.

10.3 The same individual may serve more than one role as long as it is clear which individual staff person fulfills each role. These staff shall include:

10.3.1 A WIC Coordinator;

10.3.2 A Nutrition Coordinator/Nutritionist;

a. The Contractor is required to have a staff person who is responsible for the nutrition in the agency.

10.3.3 A Qualified Nutritionist;

a. The Contractor is required to have a qualified nutritionist who will provide nutrition education and counseling to high-risk participants and oversee the nutrition education aspect of the program.

10.3.4 A Breastfeeding Coordinator;

a. The Contractor is required to have a staff person who has knowledge and experience to support breastfeeding.

10.3.5 A Vendor Contact Person;

10.3.6 A Competent Professional Authority (CPA);

10.3.7 A National Voter Registration Act (NVRA) Liaison; and

10.3.8 A Training Coordinator (shall be a CPA).

10.4 The Contractor may use the following staff to assist with the WIC certification process:

10.4.1 WIC Certifiers;

10.4.2 Health Professional Assistants (HPAs);

10.4.3 Administrative/clerical staff.

11. TRAINING AND TECHNICAL ASSISTANCE DELIVERABLES

11.1 The Contractor shall ensure that the Contractor's staff (and subcontractor's staff, if applicable), who are performing WIC services have successfully completed all training required by the Department according to Missouri WOM.

11.1.1 The Contractor shall ensure that any staff/volunteers used to perform specific WIC functions or duties are appropriately trained using resources from the Department and supervised for the function they are performing.

11.1.2 The Contractor shall ensure all WIC staff has state approved email address and internet services to access e-Learning courses found at http://health.mo.gov/living/families/wic/wictraining/#gov.

11.1.3 The Contractor shall ensure that WIC staff complete required e-Learning trainings for WIC Basic Orientation Training provided by the Department for Clerical and HPA staff responsibilities.

11.1.4 The Contractor shall accept training on WIC procedures from the Department or its designee when required or deemed appropriate by the Department.

11.1.5 The Contractor shall maintain staff training records documenting completed training for audit purposes.

11.1.6 The Contractor shall pay for all WIC-allowable expenses incurred by Contractor personnel attending any state-WIC-approved training in any location.

11.2 The Contractor shall accept technical assistance from the Department on contract non-compliance or deficiencies in components of WIC Program policies and procedures, as

the Department determines necessary. The Contractor may request technical assistance at any time from their assigned Department WIC technical assistance staff.

11.3 The Contractor shall ensure compliance with Title VI in all aspects of their WIC Program operations. The Title VI Compliance training shall include all the basic requirements of the Title VI that are listed in the U.S. Department of Justice nondiscrimination implementing policies and procedures, 7 C.F.R. Part 15, which implements USDA policies on nondiscrimination in federally assisted programs, and the FNS 113-1 Civil Rights Instruction.

11.4 Pursuant to WOM Policies 1.01550 and 3.01400, the Contractor shall require designated staff to complete the following WIC trainings annually: Data Security, Immunizations, Breastfeeding Promotion, Civil Rights and Voter Registration.

11.5 The Contractor shall provide the interns from the Department's Program for Dietetic Interns (PDI) with access to learning experiences and involvement in participant/client care in its facilities. Such learning experiences may include, but are not limited to:

11.5.1 Providing necessary facilities and supervisory personnel to establish and carry out the requirements of the PDI, which will give the dietetic interns educational and supervisory experiences in dietetics at the site(s);

11.5.2 Designating a Registered Dietitian or Nutrition Coordinator as Site Preceptor who shall be responsible for the interns and act as the PDI Site Preceptor with the Department;

11.5.3 Ensuring staff designated as PDI preceptors complete PDI preceptor orientation training prior to assuming responsibilities.

11.5.4 Providing the PDI Director or Dietetic Student Education Coordinator with an Evaluation of Intern by Preceptor, Preceptor Evaluation of PDI, and other such information as may be requested concerning each intern's participation at the site(s);

11.5.5 Providing such training aids and data relating to the various phases of the site rotation as may be reasonable and necessary; and

11.5.6 Allowing intern's access and use of the library, break room, parking, and cafeteria facilities, if applicable.

11.6 The Contractor shall use special training funding for allowable expenses for either required WIC training or training approved by WIC.

11.6.1 Allowable training expenses include expenses associated with and approved by the Department for travel to and from training, staff time to attend training, lodging, and meals.

11.6.2 Training for nutrition education and breastfeeding promotion and support shall be documented on the Contractor's training record.

12. REPORTS

12.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment D, 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 at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

13. BUDGET AND ALLOWABLE COSTS

13.1 The Department will reimburse the Contractor for necessary and allowable costs incurred specifically for the proper and efficient performance of the contract consistent with the WOM. The Contractor should refer to the Funding Accountability Section of the WOM for guidance on what is considered necessary and allowable costs.

13.1.1 To provide WIC services, the Contractor shall submit a budget through the LAP process for written approval. The Department shall not reimburse the Contractor for any costs before the LAP is approved.

13.1.2 The Contractor shall define in the LAP budget the components of operational costs that are related to nutrition education and breastfeeding promotion and support. At a minimum, one sixth ($1/6^{th}$) of the Contractor's funds received and documented under this contract must be spent on nutrition education and breastfeeding promotion and support.

13.1.3 The Contractor shall designate staff time by category in the LAP budget.

13.1.4 The Contractor shall use the funds for activities and materials as budgeted and approved by the Department in accordance with the contractor's approved LAP. This applies to all caseload and special funding projects as stated on the attached Budget Page (Attachment C). The Contractor shall request changes among budgeted categories using the online Budget Adjustment form and obtain approval prior to expending funds.

13.2 Caseload:

WIC: Local Agency Nutrition Services

13.2.1 Caseload participation is defined as the number of program participants served in a month. The Department reserves the right to reallocate funds based on the Contractor's cumulative caseload participation counts captured and documented in MOWINS.

13.3 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment C. The contract amount will be based on the number of participants provided service during the twelve month period, counted from April 1 through March 31 beginning the previous year.

a. The Department may increase the projected annualized caseload participation in an annual contract review after six months. An increase in the contract amount will only be considered if:

1. Additional funds are available.

2. The agency's percentage of participants served is more than 2% over the contract starting caseload participation amount.

3. The increase shall be the net amount served above 2% over the contract starting caseload participation amount.

4. Requested by the agency in writing through assigned technical assistance team by close of business May 3rd of the current contract year.

b. In the event of a natural disaster or other circumstances that cause an increase in caseload to occur, the Department reserves the right to adjust the contract amount on the request of the Contractor.

c. The Department will notify the Contractor of any increase in the caseload participation.

13.3.1 The contract amount for caseload participation and any special projects funds is based on availability of federal funds, which is subject to change. The Department will provide thirty (30) days written notice to the Contractor prior to an effective change.

13.4 Allowable costs for this contract include personnel compensation and benefits, contract services, conference and training, travel, equipment, nutrition education materials, administrative office costs, computer hardware, medical materials, stipend, facility costs, and indirect costs.

13.5 Indirect costs

13.5.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

13.5.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.68.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first $25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward and subcontract in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

13.5.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

13.6 The Contractor shall maintain a complete, accurate, documented, and current accounting of all contract funds received and expended. The Contractor shall comply with a state WIC office request for documentation of contract funds received and expended within fifteen (15) working days of the date of the request.

13.7 The Contractor shall document and report when non-WIC Program funds are used to meet the requirements of this contract or to provide services. These funds must be for allowable expenses and shall be included in the LAP budget and reported in the monthly billing as in-kind.

13.8 The Department will reimburse the Contractor for transportation provided by personal vehicles (mileage) at either the current IRS rate for mileage reimbursement or the mileage reimbursement rate set by the Contractor's internal policy, whichever is lower.

13.9 The Contractor shall follow competitive procurement practices.

14. INVOICING AND PAYMENT

14.1 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.

14.1.1 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.

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

14.2 The Contractor shall submit invoices monthly. Invoices shall be due by the tenth (10^{th}) day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

14.2.1 An exception to this requirement is the June invoice. The Department will notify the Contractor in advance of the June submission date, which will be coordinated with the end of the state fiscal year. All documentation shall remain on file at the Contractor's facility.

14.2.2 Each monthly invoice shall be submitted via the online WIC invoicing application.

14.2.3 The Contractor shall be reimbursed not greater than forty percent (40%) of their caseload-based assigned amount in the 1st quarter, sixty-five percent (65%) in the 2nd quarter and ninety percent (90%) in the 3rd quarter, with the remainder billed in the 4th quarter.

14.2.4 The Contractor shall define on each invoice, the components of operational costs that are related to nutrition education and breastfeeding promotion and support.

14.2.5 The Contractor shall designate staff time by category on the reimbursement request.

14.3 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

14.4 The Contractor shall submit the final invoice within ten (10) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

14.5 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.

14.6 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.

14.7 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.

14.8 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

14.9 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.

15. AMENDMENTS

15.1 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.

16. MONITORING

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

16.2 The Contractor agrees to on-site monitoring from the Department to assess contract compliance.

16.3 The Contractor shall prepare a local agency Corrective Action Plan (CAP) in response to Department on-site monitoring findings that will be provided in writing by the

WIC: Local Agency Nutrition Services

Department. The Contractor shall provide the CAP within the timeframe requested and it must be approved by the Department pursuant to WOM Policy 1.05500.

16.4 The Contractor shall complete and submit a CAP Progress Report to document the status of the CAP within the timeframe requested, which must be approved by the Department.

16.5 The Contractor shall comply with any written request for a self-monitor report within the timeframe requested by the Department.

16.6 When the Department determines through patterns of repeated findings, consultations, or desk audits that the Contractor has failed to demonstrate efficient and effective administration of the WIC Program, or to comply with other requirements contained in this contract, the Department may withhold up to one hundred percent (100%) of the contract funds. Upon correction of the deficiency by the Contractor, the Department may provide the withheld funds to the Contractor.

16.7 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.

16.8 The Department has the right to disqualify the Contractor when, through a review, the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area. The Contractor will have the right to an administrative appeal of the Department's decision pursuant to the procedures outlined in WOM Policy 1.05800.

16.9 The Department has the right to penalize or fine the Contractor up to ten thousand dollars ($10,000) for the misuse or illegal use of WIC Program funds, property, or assets as set forth in 7 C.F.R. 246.23 (d).

16.10 The Contractor shall investigate and document alleged or suspected participant, authorized representative and/or alternate authorized representative violations and take appropriate action.

16.11 The Contractor shall be responsible for the monitoring of any subcontractors for compliance with contract guidelines.

17. DOCUMENT RETENTION

17.1 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.

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

17.3 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.

17.4 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.

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

17.6 The Contractor shall have available for review, audit and evaluation all criteria used for certification, including information on the geographic areas served, verification of income standards used and specific criteria used to determine nutritional risk, nutrition education, high risk care plans, and special formula issuance.

18. CONFIDENTIALITY

18.1 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.

18.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the

Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

19. LIABILITY

19.1 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.

19.2 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.

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

20.1 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.

20.2 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:

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

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

20.3 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.

21. EQUIPMENT/SOFTWARE

21.1 The Contractor shall maintain an inventory list of all equipment, resources, and software purchased with WIC funds, both by the Contractor and purchased by the Department and provided to the Contractor. All equipment, resources, and software purchased with WIC funds, both by the Contractor and purchased by the Department and provided to the Contractor, belong to the Department and must be returned to the Department if WIC services are no longer provided by the Contractor. This inventory list must include, but is not limited to:

a. Multi-user hospital grade electronic breast pumps.

b. Items having a value of $500.00 or higher and sensitive items.

c. Items having a useful life of two years or more.

21.2 The Contractor shall be responsible for ensuring that the equipment, resources, and software it purchases with WIC Program funds, or that was purchased by the Department and provided to the Contractor for use in its or a subcontractor's facility, if applicable, are available to conduct WIC Program services. All equipment, resources, and software used for the WIC program shall meet Department requirements and comply with Department specifications, be properly maintained and repaired as needed, and kept secure from theft or vandalism.

a. The Contractor shall contact the Department for instructions prior to disposing of equipment that has a WIC inventory tag and was placed for use in the Contractor's facility or purchased with WIC funds.

b. The Contractor shall maintain and make available a filing system for Department Non-Expendable Property Transfer/Reassignment forms (form # DH-60) in order to ensure accountability of equipment disposal.

21.3 The Contractor shall ensure extended administrative privileges to Department staff to access all computers purchased with WIC funds, or purchased by the Department and on loan to the Contractor, to be able install software necessary to conduct WIC business. The administrative privileges shall include having a designated local profile with administrative rights for State Information Technology Services Division (ITSD) staff on all WIC computers. This will enable State staff to repair and maintain WIC computers without delay.

a. If the Contractor's information technology (IT) management and support, or Contractor's management, does not allow the Department's ITSD staff to have access and administrative rights to WIC computers, the local IT support will be responsible for the installation and repair of WIC computers and the associated cost.

b. The Contractor shall have current anti-virus and anti-spy ware software installed and operating on every computer connected to the state network or used for WIC business. The Contractor shall regularly update the anti-virus and anti-spy ware software for network security.

21.4 The Contractor shall respond to Department requests for inventory verification of equipment and software within fourteen (14) calendar days of the request. Failure to comply will result in the Department withholding the Contractor's monthly reimbursements until compliance is complete.

21.5 The Contractor shall use information technology for authorized purposes as set forth in WOM Policy 3.01400.

22. COMMUNICATIONS/RECORD-KEEPING

22.1 The Department will provide updates to the WOM when the updates become effective and shall be shared with all WIC staff. The Contractor is responsible for ensuring all staff use current policies and guidance.

22.2 The Contractor shall be responsible for ensuring that its entire WIC staff receives information sent from the Department regarding the WIC Program. The Contractor may

obtain such information electronically via email or online, available on the Department web site at http://www.health.mo.gov/wic/WICupdates/index.html or via hard copy by mail. The Contractor may be required to provide written acknowledgement for receipt of policy changes and commodity deliveries.

a. The Contractor shall ensure that its WIC Coordinator and the Nutrition Coordinator have unique Department-provided or agency-provided email addresses if those roles are filled by separate persons. The Contractor cannot use private email addresses to transmit confidential information.

22.3 The Contractor shall collect and report racial and ethnic data with regards to applicants, participants, and potentially eligible populations through the electronic data system provided by the State and maintain on file for a period of 3 years, as stated in WOM Policy 1.05700.

23. AUTHORIZED PERSONNEL

23.1 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.

23.2 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.

23.3 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.

23.4 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:

23.4.1 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

23.4.2 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

23.4.3 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.

23.5 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.

24. TERMINATION

24.1 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:

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

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

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

24.1.4 By request of the Contractor.

24.2 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.

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

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

24.3 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.

25. SUBCONTRACTING

25.1 Any subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the subcontracting arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

25.2 Pursuant to subsection 1 of section 285.530, RSMo no Contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien

to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general Contractor or subcontractor of any tier shall not be liable when such Contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the Contractor and subcontractor affirmatively states that:

25.2.1 The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and

25.2.2 Shall not henceforth be in such violation and

25.2.3 The Contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

25.3 The Contractor shall be responsible for ensuring that any subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

25.4 The Contractor shall notify all subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

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

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

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

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

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, as amended;

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

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

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

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged,

demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

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

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

8. CLEAN AIR ACT

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.

Attachment C

Department of Health and Senior Services
Agency Nutrition Services

BUDGET PAGE

City of Joplin Health Dept.

The contractor shall be reimbursed for each participant provided service at a rate of $13.50 per participant served.

Contract Dollars

1. WIC Breastfeeding (Special Breastfeeding Funding 1, Attachment E)*	$13,979.00
2. WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment E)*	$26,304.00
3. Breastfeeding Friendly Incentive (Special Breastfeeding Funding 3)*	$23,000.00
4. Program for Dietetic Interns (Special Funding 4, Attachment F)*	$ .00
5. Administrative Services (Special Funding 6)*	$ .00

*only for approved LWP's

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)		4. Contractor Identifying Number (optional)
	From:	To:	

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)

WIC: Local Agency Breastfeeding Peer Counseling Program

1.0 Breastfeeding Peer Counseling (BFPC) Program Deliverables:

1.1 The Contractor shall have a BFPC Program Coordinator who: is responsible for the oversight of the program; plans and monitors the program activities; conducts in-service sessions and regular meetings; and recruits, hires, orients, supervises peer counselor and submits required reports as defined in the Missouri WOM ER#6.00100.

1.2 The Contractor shall have at least one peer counselor who: is able to discuss benefits of breastfeeding; encourages breastfeeding; provides culturally appropriate support; provides encouragement to prenatal and breastfeeding women; and serves as role model during the contract period. The agency shall have a peer counselor employed for at least nine (9) months of the contract period as defined in the Missouri WOM ER#6.00200.

1.3 The Contractor shall schedule the peer counselor(s) so that at a minimum fifty percent (50%) of their total contacts are face-to-face interactions with participants, such as a clinic visit, home visit or hospital visit.

1.4 The Contractor shall send the BFPC Program Coordinator or designated staff to the BFPC training sessions and regional quarterly meetings provided by the Department.

1.5 The Contractor shall conduct BFPC training sessions for its WIC staff and peer counselors as instructed by the Department.

1.6 The Contractor shall comply with all BFPC Policies defined in the Missouri WOM.

1.7 The Contractor shall manage an electric breast pump loan program in compliance with the WIC Breast Pump Policy as defined in the Missouri WOM ER#6.05100.

2.0 Budget/Allowable Costs:

2.1 The Contractor shall use the allocated funds only for the BFPC program as set forth in the Department's Guidelines for Allowable Items for Reimbursement (Exhibit 2).

2.2 The Contractor shall directly pay peer counselors a stipend or wage as set forth in Exhibit 2 and as defined in the Missouri WOM ER#6.00300.

2.3 The Department reserves the right to reallocate BFPC funds at the end of the second quarter if the Contractor has spent less than forty-eight percent (48%) of the allocated funds or at the end of the third quarter if less than seventy-three percent (73%) has been spent. The Contractor will be given thirty (30) days prior written notification of any reallocation.

3.0 Documentation:

3.1 The Contractor shall require all peer counselors to document BFPC contacts in MOWINS and on the Department approved contact logs when working outside the clinic as defined in the Missouri WOM ER#6.01000.

4.0 Reports/Invoicing:

4.1. The Contractor shall enter expenditures on the specified area of the WIC Online Invoicing Application according to funding allocated in the contract and submit monthly.

4.1.1 The Contractor shall enter expenditures for allowable items on the Online WIC Invoicing Application tab under Special Funds. Invoice Special Fund 1 Breastfeeding Peer Counseling.

4.1.2 The Contractor shall enter expenditures for allowable items on the Online WIC Invoicing Application tab under Special Funds. Invoice Special Fund 2 Breastfeeding Peer Counseling.

4.1.3 The Contractor shall request approval from the State BFPC Program Coordinator for expenditures that were not approved on the Local Agency Plan (LAP) budget for either Special Fund 1 or Special Fund 2 Breastfeeding Peer Counseling prior to purchase.

4.2 The Contractor shall submit to the Department, by the 10th of the following month, the Missouri WIC Breastfeeding Peer Counselor Monthly Activity Report as defined in the Missouri WOM ER#6.01000, and verify that it accurately reports the number of contacts made by the peer counselor(s).

5.0 Special Provisions:

5.1 All material developed with BFPC funds shall be the property of the Department.

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

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under WIC Local Agency Nutrition Services 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

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

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

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

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

- ❒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ❒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

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

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

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 # 41550	**State:** 0% $0.00	**Federal:** 100% $630,985.00

Contract Title: WIC LOCAL AGENCY NUTRITION SERVICES

Contract Start: 10/1/2015 **Contract End:** 9/30/2016 **Amend#:** 00 **Contract #:**

Vendor Name: JOPLIN CITY HEALTH DEPARTMENT

Federal Award Year: 2015 **DHSS #:** 16BRSTFEDWIC-FOA

Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE

CFDA: 10.557 **CFDA Name:** SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN

Federal Award Name: WIC BREASTFDNG PEER COUNS(O)

Federal Award: 3MO700804-2015

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

Federal Award Year: 2016 **DHSS #:** 16WIC-FOA

Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE

CFDA: 10.557 **CFDA Name:** SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN

Federal Award Name: *

Federal Award: *

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

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

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.