CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-451 – approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin

MEETING DATE
August 04, 2025

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2025-451 Council Bill and the DHSS Program Services Contract.

REVIEWED BY
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services regarding the WIC Program for contract year 2025-2026

BACKGROUND
This DHSS contract provides funding from the state for this program. This contract is the annual renewal of the agreement between the DHSS and the City of Joplin Health Department to provide nutritional assistance and certain medical services in connection with the Women, Infant & Children (WIC) project. The City Council has previously approved similar contracts.

The contract calls for the City of Joplin Health Department to provide WIC services that provide food instruments (e-wic cards) redeemable for specific nutritious foods, nutrition education and counseling, breastfeeding education and support and referral to other medical services for income eligible women infants and children in Jasper County for a total cost reimbursement of up to $749,294.00.

Revenues and expenses are budgeted in the remainder of the current year budget as well as the 2025-2026 city budget.

The period for this agreement is October 1, 2025 through September 30, 2026 and the total anticipated reimbursement from this agreement is $749,294 No local match is required for participation in this contract.

FUNDING SOURCE
The source of funding is the Missouri Department of Health and Senior Services contract.

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 | Phone: 573-751-6400 | FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Sarah Willson
Director

Mike Kehoe
Governor

Dear Contractor:

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

1. Review and sign the front page of the contract. Signature required to be an official digital signature or handwritten;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization;
3. Complete and sign the exhibit labeled Anti-Discrimination Against Israel Act Certification; and
4. Return the contract to:

    via email to Procurement@health.mo.gov

    or

    Mail to the following address:

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

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

Enclosure

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.

Tracking #	**Contract Title:**	
58262	WIC LOCAL AGENCY NUTRITION SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2025	9/30/2026	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	64801-2208
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)	UEI NUMBER:
*********	HRWZCYY8MWJ3
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. PURPOSE AND GLOSSARY

1.1 Purpose

1.1.1 The Department of Health and Senior Services' Special Supplemental Nutrition Program for Women, Infants and Children (WIC or Department) was established to provide nutrition education, breastfeeding promotion and support, nutritious supplemental food and referrals to other health and social services at no cost to eligible persons.

1.1.2 WIC 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.

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

1.1.4 The terms of this contract are derived from the language set forth in 7 CFR 246 located at: https://www.ecfr.gov/cgi-bin/text-idx?SID=7dcc7958d3ce6fcc8b960e2bb28c39b6&mc=true&node=pt7.4.246&rgn=div5. 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 Missouri WIC Operations Manual (WOM) and its updates, which are available at https://health.mo.gov/living/families/wic-portal/ and are incorporated by reference as though fully set forth herein.

1.2 Glossary of Terms and Acronyms:

1.2.1 Whenever the following terms and acronyms appear in the document, the definitions or meanings described below shall apply.

1.2.2 General Glossary, Acronyms, and Abbreviations:

a. **Agency and/or State Agency/Department** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased. The Department is also responsible for payment, unless otherwise specified herein. Note: The terms "Department", "state agency",

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"state", and "State of Missouri" are used interchangeably throughout the document and have the same meaning.

b. **Amendment** means a written, official modification to a solicitation or contract.
c. **Attachment** applies to all documents which are included herein to incorporate any informational data or requirements related to the performance requirements and/or specifications.
d. **Procurement officer** means the procurement staff member of the Department.
e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
g. **Contractor** means a Supplier, bidder, person, or organization who enters into a contract.
h. **Exhibit** applies to forms which are included herein for the Vendor to complete and submit.
i. **May** means that a certain feature, component, or action is permissible, but not required.
j. **Must** means that a certain feature, component, or action is a mandatory condition.
k. **Party** refers to either the State of Missouri or the Contractor as an entity that may enter into a contract pursuant to the terms herein.
l. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.
m. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of the Department.
n. **Shall** has the same meaning as the word must.
o. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
p. **State** collectively referring to the state government and/or the agencies thereof.
q. **Subrecipient** has the same meaning as the word, Contractor.
r. **Supplier** has the same meaning as the word, Contractor.
s. **Vendor** has the same meaning as the word, Contractor

****** END OF PURPOSE AND GLOSSARY SECTION ******

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2. SCOPE OF WORK SECTION

2.1 General Requirements:

2.1.1 The Contractor shall provide WIC Local Agency Nutrition Services for the Department of Health and Senior Services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.

2.1.2 The Contractor shall either provide the services directly or shall provide a person/personnel who must comply with the requirements stated herein. Therefore, references to "the Contractor" throughout this document shall also be deemed to include the person/personnel provided by the Contractor.

2.1.3 The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Attachment A, Certifications and Special Provisions, which is attached hereto and incorporated by reference as if fully set forth herein, or other requirements identified by the federal government.

2.1.4 The Contractor shall comply with and include in any agreement made with a subcontractor or subgrantee the following:

a. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," (August 11, 2000);

b. All provisions required by the implementing regulations of the United States Department of Agriculture (USDA) (7 CFR 15 et seq); and

c. Food and Nutrition Service (FNS) directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, sex (including gender identity and sexual orientation), age, disability or reprisal or retaliation for prior civil rights activity be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor and subcontractors receive federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

2.1.5 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. 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.

2.1.6 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, 2025, through September 30, 2026.

2.1.7 After the award, 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
Address: P.O. Box 570, Jefferson City, MO 65102
Phone: 573-751-6204 or 800-392-8209
Email: WICOperations@health.mo.gov

2.2 Certification:

2.2.1 The Contractor shall process all WIC applications within the timeframes set forth in 7 CFR 246.7(b)(5), 246.7(f)(2) and WOM policies 7.1.030 and 8.1.110.

2.2.2 The Contractor shall provide services to all WIC applicants based on the participant priority system in accordance with WOM policies 8.1.070 and 8.1.080.

2.2.3 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 as set forth in WOM policy 7.1.040.

2.2.4 The Contractor shall certify applicants for WIC in accordance with WOM policies 3.1.030, 8.1.010-8.1.280, and 11.1.020.

2.2.5 The Contractor shall update participant records in the WIC Management Information System (MIS) as necessary, including making changes, corrections, terminations, and reinstatements.

2.2.6 The Contractor shall ensure that appropriate measures are in place to avoid conflict of interest and ensure separation of duties in accordance with WOM policies 1.1.020 and 8.1.030.

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2.3 Food Package Issuance:

2.3.1 The Contractor shall issue food packages in accordance with WOM policies 2.3.010-2.3.130 and 8.1.030.

2.4 Food Delivery/Food Instrument Accountability and Control:

2.4.1 The Contractor is responsible for maintaining food instrument accountability, issuance and security in accordance with WOM policies 1.1.030 and 8.1.080.

2.4.2 The Contractor shall issue a replacement food instrument when an authorized representative, alternate representative or proxy reports the food instrument as lost, stolen or damaged in accordance with WOM policy 1.1.030.

2.5 Nutrition Education, Breastfeeding Education and Promotion and Support Services:

2.5.1 The Contractor shall provide nutrition education, breastfeeding education and promotion and support services to participants in accordance with WOM policies 2.1.010-2.2.080, 2.4.010-2.4.110, 8.1.020, 8.1.100 and 8.1.280.

2.6 Clinic Environment, Accessibility and Services and Customer Service:

2.6.1 The Contractor shall ensure clinic access in accordance with WOM policies 7.1.050 and 11.1.020.

2.6.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding in accordance with WOM policy 2.1.020.

2.6.3 The Contractor shall ensure the accessibility of WIC services to any eligible person, including migrant farm workers and their families and homeless individuals, in accordance with WOM policies 2.3.060, 2.4.090 and 8.1.160.

2.6.4 The Contractor shall ensure WIC services are available in their service area by:

a. Completing a Civil Rights Impact Analysis at least sixty (60) days before opening, relocating, changing hours or days of operation or closing a clinic site, satellite facility or hospital certification site. This is done by completing a Civil

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Rights Impact Analysis Template located at health.mo.gov/living/families/wic-portal/ in accordance with WOM policy 11.1.040.

b. Ensuring that continuity of WIC services is addressed in the Contractor's Emergency Response and Disaster Preparedness (ERDP) Plan in accordance with WOM policy 4.1.060.

2.6.5 The Contractor shall provide voter registration services and ensure that services are made available in accordance with the National Voter Registration Act (NVRA) of 1993 and WOM policies 8.1.150 and 8.1.280.

2.6.6 The Contractor shall identify, in a highly visible manner, where WIC services are located at each Contractor's site using fixed or portable signage to direct WIC participants to the clinic.

a. Outside signage shall be visible from the street.

b. Inside signage shall be used if the space is shared with other tenants.

2.6.7 The Contractor shall have a written procedure for handling participant complaints and grievances, including, but not limited to, the WIC program or the participant's experience while visiting the Contractor's clinic. The procedure must be approved by the Department as part of the Local Agency Plan (LAP).

2.6.8 The Contractor shall ensure all staff follow the approved discrimination complaint procedure in accordance with WOM policy 11.1.020, 7 CFR 246.8 and FNS Instruction 113-1.

2.6.9 The Contractor shall ensure WIC staff do not share individual user identification or passwords to the data systems in accordance with WOM policy 3.1.040. Sharing individual user IDs or passwords will result in a security breach. The Contractor shall perform verification and updates and report all security breaches immediately to the WIC applications program security officer.

2.6.10 The Contractor shall ensure good customer service by:

a. Ensuring the Contractor has a functional phone system available during posted business hours;

b. Ensuring the Contractor has an adequate number of staff to answer phones and respond to email inquiries in a timely and professional manner. If staff are not available, the Contractor shall have an answering system and must return calls and respond to emails from participants the next clinic day;

c. Ensuring staff answering the phones and responding to emails have a working knowledge of WIC and its functions to provide good customer service by listening and answering questions appropriately and consistently, knowing how to handle difficult situations and building customer service rapport with new applicants and participants;

d. Ensuring all staff representing the WIC program exhibit respectful behavior to any individual or entity interacting with the WIC program, including, but not limited to, authorized WIC retailers, other local and state agency staff, health care professionals, applicants and participants; and

e. Providing WIC applicants, participants, authorized representatives, alternate representatives and proxies with hearing, vision, speech and mental impairments and foreign language barriers communications systems at no cost to them in accordance with WOM policy 11.1.020.

2.6.11 If the Contractor fails to ensure good customer service, the Department may choose not to enter into a new contract with the Contractor at the expiration of the current contract as outlined in 7 CFR 246.6(a).

2.7 Clinic Management and Coordination:

2.7.1 The Contractor shall provide to all WIC applicants, participants, authorized representatives, alternate representatives and proxies information about and referrals to available health-related and public assistance programs in accordance with WOM policy 8.1.020.

2.7.2 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 referrals to health services are provided in accordance with 7 CFR 246.6(b)(5).

a. The written agreement shall outline all WIC-related responsibilities of each agency as outlined in 7 CFR 246.6(d) and/or (e). The Department shall approve

the signed agreement as part of the LAP and the signed agreement shall be kept on file at the Department and with the respective Contractor.

2.7.3 WIC funds shall not be used to reimburse other health agencies or private physicians for pediatric and obstetric care services.

2.8 Assessment, Planning and Evaluation:

2.8.1 The Contractor shall, at least annually, assess the needs of its WIC participants and potential WIC participants using the WIC applications or other such assessments to improve the effectiveness of local service provision and to modify local operations to meet the needs of WIC participants, as appropriate within the allowances and guidelines in WOM policy 10.1.040 and 7 CFR 246.19(b)(6).

2.8.2 The Contractor shall develop a LAP for WIC services in accordance with WOM policy 4.1.050. The Contractor shall monitor the progress of all initiatives and allocations in the LAP throughout the contract period to ensure compliance.

a. If the Contractor wishes to continue to provide WIC services for the following contract period, it shall submit a complete LAP including all required elements by September 1 of the current contract period.

    1) The Contractor's failure to submit a complete LAP by the due date and receive approval may delay the issuance of a new contract and the processing of monthly invoices.

b. The Contractor shall identify their goals, objectives and strategies in the LAP. Goals must be written in the SMART (Specific, Measurable, Achievable, Relevant and Time-Bound) format. SMART format information can be found at https://health.mo.gov/living/families/wic-portal/.

c. The Contractor shall have a written plan for outreach that emphasizes increased participation appropriate to the local area and population in accordance with WOM policy 7.1.010. The outreach plan must be approved by the Department as part of the LAP. The plan shall include, but not be limited to:

    1) An active outreach referral network with community partners that serve similar populations that are potentially eligible.
    2) At least one outreach activity.

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

2.8.3 The Contractor shall follow up on no-show applicants and participants at least monthly during the contract period, reschedule missed appointments and provide adequate and appropriate notice of upcoming appointments in accordance with WOM policies 7.1.030 and 8.1.110.

2.8.4 The Contractor shall attempt to contact any prenatal applicant who missed their initial appointment to determine WIC eligibility and shall document such contacts in accordance with WOM policy 8.1.110.

2.8.5 The Contractor shall publicly announce the availability of WIC benefits in the first quarter of each contract period and when significant WIC changes have occurred that affect the local population and participants, such as a change in clinic hours or closing of a satellite clinic, in accordance with WOM policy 11.1.020.

2.9 Staffing:

2.9.1 The Contractor shall ensure all staff are performing within their scope of practice.

2.9.2 The Contractor's staff may serve more than one staff role as long as it is clear which individual staff person fulfills each role. These staff roles shall include:

a. A WIC coordinator who is responsible for coordinating and ensuring that the Contractor's services are managed and provided in the most effective and efficient manner possible. Minimum qualifications, duties performed, and training requirements are defined in WOM policy 4.1.010, 7 CFR 246.3(f) and 246.6(b);

b. A nutrition coordinator who is a qualified nutritionist and is responsible for coordinating nutrition services. Minimum qualifications, duties performed, and training requirements are defined in WOM policy 2.4.040 and 7 CFR 246.11(d);

c. A breastfeeding coordinator with knowledge and experience to support, develop, and implement all breastfeeding services. Minimum qualifications, duties performed, and training requirements are defined in WOM policy 2.1.010 and 7 CFR 246.11(c) and (d);

d. A nutritionist who is responsible for conducting nutrition assessments, assigning risk factors and providing appropriate nutrition and breastfeeding education and counseling as defined in WOM policy 2.4.030 and 7 CFR 246.11(c) and (d);

e. A retailer contact person, to collaborate with the Department retailer unit to ensure authorized WIC retailers have a local contact person for questions regarding food benefit redemptions as defined in WOM policies 1.1.010 and 4.1.010 and 7 CFR 246.12(r)(3);

f. A competent professional authority (CPA) who is responsible for obtaining and entering participant certification data into the MIS, prescribing foods and formulas and providing nutrition and breastfeeding education and may assist with supervision of the WIC certifiers as defined in WOM policy 2.4.050; and

g. A NVRA liaison who is responsible for training new employees, periodically observing clinic staff to ensure the requirements of NVRA are understood and met and an adequate supply of registration applications are available at all clinic sites as defined in WOM policies 4.1.010, 8.1.150, 8.1.280 and 7 CFR 246.3(f).

2.9.3 The Contractor may employ a registered dietitian, health professional assistant and administrative or clerical staff to assist with the WIC certification process in accordance with WOM policies 2.4.060, 2.4.070 and 4.1.020.

2.10 Training and Technical Assistance:

2.10.1 The Contractor shall ensure that the Contractor's staff (and subcontractor's staff and volunteers, if applicable), who are performing WIC services, have completed and documented all training required by the Department in accordance with WOM policy 2.4.010.

a. The Contractor shall pay for all WIC-allowable expenses incurred by Contractor personnel attending any training approved by the Department in any location as defined in WOM policy 5.1.050.

2.10.2 The Contractor shall accept technical assistance and/or training from the Department when the Department finds non-compliance or deficiencies in components of WIC policies and procedures as the Department determines necessary.

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

2.10.4 The Contractor shall ensure civil rights compliance as defined in WOM policy 11.1.010 and 7 CFR 246.8 in all aspects of their WIC operations.

2.11 Equipment/Software:

2.11.1 The Contractor shall maintain an inventory list of all equipment, resources and software purchased with WIC funds, either by the Contractor or by the Department and provided to the Contractor, as required in WOM policy 3.1.010. All equipment, resources and software purchased with WIC funds 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 the Contractor no longer provides WIC services.

a. Multi-user electric breast pumps loaned to participants; and

b. Items having a value of three hundred dollars ($300.00) or more and having a useful life of one year or more.

2.11.2 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 in accordance with WOM policy 3.1.010.

a. The Contractor shall maintain and make available all signed and completed Department Non-Expendable Property Transfer/Reassignment forms (DH-60) in order to ensure accountability for equipment disposal in accordance with WOM policy 3.1.010.

b. The Contractor shall notify the Department if the Contractor has any damaged or faulty equipment in accordance with WOM policy 3.1.020.

2.11.3 The Contractor shall be responsible for ensuring that the equipment, resources, and software it purchases with WIC 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 services, meet Department requirements and specifications, are properly maintained and repaired and kept secure from theft or vandalism in accordance with WOM policy 3.1.020. The Department prefers Contractors not

reimage a computer; however, if the Contractor does reimage a Department provided computer, the Contractor shall notify the Department immediately.

a. At the discretion of the Department, the Contractor may be required to assume routine maintenance, troubleshooting, and repair services of all hardware purchased by the Department, including, but not limited to, virus scans, software updates, and hardware replacements in lieu of State of Missouri information technology (IT) support. During such transition of maintenance, the Department's WIC Help Desk, to the extent possible, will assist the Contractor in troubleshooting hardware issues and WIC applications for all Department purchased equipment. The Contractor may seek an alternate IT support vendor or in-house technology support service. The Department will provide written notice to the Contractor of such transition of support service.

b. If the Contractor's staff experience issues while using a modified or reimaged computer issued by the Department, the Department's WIC Help Desk will provide limited remote support within the Department's business hours. All reported issues will be prioritized based on urgency of support. If the matter cannot be resolved by the Department, the resolution may be to revert to a Department imaged computer or the Contractor to resolve the issue independently at their own expense.

c. The Department's WIC Help Desk shall be available to the Contractor's IT department via telephone, email, or other contact to provide technical support with computer issues and continue to monitor the issue until it is resolved. Support may include, but is not limited to, software, hardware, peripherals and connectivity.

d. Requests for support by the Contractor's IT department shall be fulfilled based on priorities, which are solely determined by the Department by urgency and level of impact.

e. Status Definitions with Initial Response Times. Incidents reported to the Department's WIC Help Desk will attempt to be handled, when possible, within the respective time frames listed below.

    1) Critical-within 30 minutes: Catastrophic inability to complete job duties. Example: issuance of or changes to benefits, computer does not turn on or boot up properly.

2) High-within two (2) business hours: Loss of a major job duty. Example: email is not working, not connected to internet, inability to print.
3) Medium-within four (4) business hours: There is a problem to be solved, but the Contractor is still able to perform WIC services and has other options available (e.g., desktop printer is not working, but the Contractor has access to other printers).
4) Normal-within eight (8) business hours: General requests that are not time sensitive (e.g., user needs help but will not be available until a few days later).

2.11.4 The Contractor shall ensure extended administrative privileges to the Department to access all computers and devices purchased with WIC funds or that were purchased by the Department and provided to the Contractor to install software necessary to conduct WIC business. The administrative privileges shall include a designated local profile with administrative rights for Department staff on all WIC computers.

a. The Contractor shall maintain computers and devices purchased through other funding source to conduct WIC operations. The Department will not pay for any maintenance costs associated with these computers and devices.

1) The Contractor may install the WIC applications on their non-state-purchased computers and devices if the Contractor understands that the Department cannot support the computers and devices. The Department can provide instructions on how to install the WIC applications client and provide limited remote support for an application issue.
2) If the Contractor no longer requires the WIC applications on their non-state-purchased computers and devices, the Contractor shall contact the Department to properly archive or dispose of any official local electronically stored records.

b. The Contractor shall have current anti-virus and anti-spyware software installed and operating on every computer connected to the state network or used for WIC business. Contractors with Department-purchased computers shall follow update guidance as directed by the Department. The Contractor shall update the anti-virus and anti-spyware software immediately as updates become available for the software used for network security.

2.11.5 The Contractor shall respond to Department requests for inventory verification of equipment and software within five (5) business days of the date of the request. Failure

to comply will result in the Department withholding the Contractor's monthly reimbursements until the Contractor is in compliance.

2.11.6 The Contractor shall use IT only for authorized WIC services.

2.11.7 The Contractor may install the WIC applications on tablets purchased with WIC funds; however, the Department may only provide limited support for the tablets.

a. The purchase and benefit of tablets cannot be solely for WIC applications usage.

2.12 Communications and Record-Keeping:

2.12.1 The Department will notify the Contractor when the WOM is updated. The updates shall be shared as soon as possible, but no later than two business days, by the Department with all Contractors.

2.12.2 The Contractor shall be responsible for ensuring that its entire WIC staff receives information sent from the Department.

a. The Contractor shall obtain WIC information electronically via email by subscribing to the weekly GovDelivery WIC Updates Newsletter email at https://public.govdelivery.com/accounts/MODHSS/subscriber/new?topic_id=MODHSS_30 or via hard copy by mail.

b. The Contractor shall ensure WIC staff receive information related to their role in WIC by subscribing to receive GovDelivery emails for their role via GovDelivery links at https://health.mo.gov/living/families/wic-portal/govdelivery/.

2.12.3 The Department will notify the Contractor when written acknowledgment of receipt of policy changes and commodity deliveries is required, and the Contractor shall acknowledge the policy changes and commodity deliveries within five business days or as indicated by the Department.

2.12.4 The Contractor shall ensure that its WIC coordinator, nutrition coordinator and nutritionists have unique Department-provided or Contractor-provided email addresses if those roles are filled by separate persons. The Contractor is not allowed to use unsecured email addresses to transmit confidential information.

2.12.5 The Contractor shall collect and report racial and ethnic data with regard to applicants, participants and potentially eligible populations through the WIC applications provided by the Department in accordance with WOM policy 11.1.020.

2.13 Other Reporting Requirements:

2.13.1 Publicity: Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity or publications.

a. Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).

2.13.2 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.

2.14 Contract Monitoring:

2.14.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance, to include conducting on-site monitoring visits with the Contractor in accordance with WOM policy 10.1.030. If the state agency determines the Contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the Contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:

a. Requiring additional, more detailed financial reports or other documentation;

b. Additional contract monitoring;
c. Requiring the Contractor to obtain technical or management assistance; and/or
d. Establishing additional prior approvals from the state agency.

2.14.2 Monitoring includes the evaluation of management, certification, nutrition education, breastfeeding promotion and support, participant services, civil rights compliance, accountability, financial management systems and food delivery systems per 7 CFR 246.19(b)(2).

2.14.3 The Department reserves the right to assess the Contractor's customer service through participant surveys, simulated participant phone inquiries (i.e., secret shopper calls) and responsiveness to inquiries received by the Department and forwarded to the Contractor. These assessments may be completed by the Department or a subcontractor to observe and evaluate the quality of the Contractor's customer service.

2.14.4 The Contractor agrees to on-site and remote monitoring from the Department to assess contract, WOM and CFR compliance.

2.14.5 The Contractor shall prepare a Corrective Action Plan (CAP) and document progress updates and verifications of corrective actions taken in accordance with WOM policy 10.1.030.

2.14.6 The Contractor shall comply with the Department's request to schedule a technical assistance (TA) on-site visit within the period requested. A minimum of one scheduled TA visit will be conducted during a contract period during which the Contractor is not being monitored.

2.14.7 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 WIC or to comply with other requirements contained in this contract, the Department may withhold up to 100% of the contract funds. Upon correction of the deficiency by the Contractor, the Department may provide the withheld funds to the Contractor.

2.14.8 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 10.1.050.

2.14.9 The Department has the right to penalize or fine the Contractor up to twenty-five thousand dollars ($25,000) for the misuse or illegal use of WIC funds, property or assets as set forth in 7 CFR 246.23(d).

2.14.10 The Contractor shall notify the Department of alleged participant violations and assist the Department in the investigation.

2.14.11 The Contractor shall be responsible for the monitoring of any subcontractors for compliance with contract guidelines and civil rights compliance in accordance with WOM policy 10.1.040.

2.15 Retention of Records and Documents:

2.15.1 Unless specified in writing as a shorter period of time, the Contractor shall preserve and make available with no limitation all books, documents, papers, and records involving transactions related to the contract for a period of ten years from the date of the cancellation, expiration, or termination of the contract in accordance with WOM policy 10.1.070, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract. Records and supporting documentation under audit or involved in litigation shall be kept for two years following the conclusion of the litigation or audit. During the contract period, access to these items shall be provided through a vehicle specified by the state agency. During the post contract period delivery and access to these items shall be at no cost to the state agency.

2.16 Records:

2.16.1 The Contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with accepted standard accounting principles or International Financial Reporting Standards (IFRS).

a. Once annually, or otherwise as reasonably required by the state, the Contractor shall make all such records, books, and other documents relevant to the contract available to the state, its designees, and the Missouri State Auditor in a commercially reasonable format acceptable to the state at all reasonable times during the term of the contract and for three (3) years after the cancellation, expiration, or termination of the contract or for any longer period of time required by law. The state will provide a minimum of fourteen (14) calendar days' notice and will coordinate with the Contractor regarding the scope of the audit.

b. The Contractor shall permit the Missouri State Auditor's Office, federal auditors and authorized representatives of the State of Missouri to perform an independent audit or examine, copy, or investigate any of the Contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the Contractor only for services performed under the contract. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by auditors shall not be paid by the state and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception by any legal procedure.

c. The state shall not designate any individual, entity, or firm to conduct the audit that is a competitor of the Contractor. Any audit conducted or records reviewed under this provision shall be limited to services provided to State of Missouri and shall not require the Contractor to disclose information pertaining to any other customer or client of the Contractor.

d. The services required herein are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in the American Institute of Certified Public Accounts (AICPA) literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by the Contractor directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance. The Contractor shall maintain a copy of the work products for documentation purposes for the AICPA.

2.17 Budget and Allowable Costs:

2.17.1 The Department will reimburse the Contractor for allowable, reasonable, necessary and allocable costs incurred specifically during the contract period for the proper and efficient performance of the contract in accordance with WOM policies 5.1.010-5.1.170.

a. To provide WIC services, the Contractor shall submit a budget through the LAP application process to obtain the Department's written approval in accordance with WOM policy 4.1.050. The Department shall not reimburse the Contractor for any costs incurred before or after the contract period. Allowable costs not

included in the LAP application process may require prior approval from the Department or those costs may not be reimbursed, at the sole discretion of the Department.

b. The Contractor shall designate staff time by cost category in the LAP in accordance with WOM policy 5.1.020.

c. The Contractor shall use the funds for only the activities and materials as budgeted and approved by the Department in accordance with WOM policy 5.1.010. This applies to all administrative funding and special funding projects as stated on the attached budget page (Attachment C). The Contractor shall request changes among budgeted categories using the Contract Amendment Form in WebGrants and obtain approval before expending funds.

2.17.2 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs stated in Attachment C. Contract amounts may be adjusted to ensure appropriate funding amounts are available to the Contractor.

a. In the event of a natural disaster or other circumstances that cause a change in caseload or costs to occur, the Department shall have sole discretion to adjust the contract amount upon the written request of the Contractor in accordance with WOM policy 10.1.010.

b. The contract amount for core WIC services and any special project funding is based on the 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.

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

2.17.4 The Contractor shall maintain a complete, accurate, documented and current accounting of all contract funds received and expended. The Contractor shall have source documentation, an original record that proves a transaction occurred, available for review, audit and evaluation. The Contractor shall comply with Department requests for documentation of contract funds received and expended within fifteen (15) working days of the date of the request.

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2.17.5 The Contractor shall document and report when non-WIC funds are used to meet the requirements of this contract or to provide services in accordance with WOM policy 5.1.150. Any non-WIC funds used for allowable expenses shall be included in the LAP budget and reported in the monthly claim.

2.17.6 Indirect costs

a. 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.

b. The Contractor shall not bill the Department for indirect costs that exceed the Contractor's federally negotiated rate or, if no rate exists, then the Contractor shall not exceed 15% of the modified total direct costs as defined in 2 CFR § 200.1.

1) Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subawards 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 in excess of $50,000. 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.

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

d. In the event the Contractor's approved federally negotiated rate changes, the Contractor shall submit the new negotiated agreement to the Department at monitoring@health.mo.gov prior to submitting an invoice using the new rate.

2.17.7 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

2.17.8 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.

a. The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

b. The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: http://www.gsa.gov.

2.17.9 The Contractor shall follow competitive procurement practices.

2.18 Electronic Funds Transfer, Invoicing, and Payment Requirements:

2.18.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the Contractor at the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis) Vendor registration. However, the Contractor understands and agrees the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their Vendor registration with their current remittance address and ACH-EFT payment information at https://MissouriBUYS.mo.gov.

2.18.2 The Contractor shall submit claims monthly via WebGrants in accordance with WOM policy 5.1.010. The Contractor shall perform the services before invoicing the Department.

a. An exception to this requirement is the June claim. 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.

b. The Contractor shall be reimbursed in accordance with WOM 5.1.010. The Contractor shall designate staff time by category on the reimbursement request.

2.18.3 Payment:

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

b. The Contractor shall submit the final claim no later than December 5, 2026. The Department shall have no obligation to pay any claim submitted after the due date.

c. The Contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at https://www.Vendorservices.mo.gov/Vendorservices/Portal/Default.aspx.

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

2.18.5 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 may contest any such exception and 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. 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.

2.18.6 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.

2.18.7 If the Contractor is overpaid by the state agency the Contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.

2.18.8 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://sam.gov/content/assistance-listings.

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2.18.9 Other than the payments and reimbursements specified in the contract, no other payments or reimbursements shall be made to the Contractor.

******END OF SCOPE OF WORK SECTION******

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3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

3.1.1 The contract shall be construed according to the laws of the State of Missouri. The Contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. 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 Department.

3.2 Non-Discrimination and Affirmative Action:

3.2.1 The Contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

3.3 Americans with Disabilities Act:

3.3.1 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), ADA is 42 U.S.C. section 1201, et seq.

3.4 Authorized Personnel/E-Verify:

3.4.1 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.

3.4.2 For work performed under the contract, the Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530, RSMo and Executive Order 07-13. If the Contractor employs personnel not authorized to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.

3.4.3 Prior to the performance of any services, a Contractor meeting the definition of a business entity in section 285.525, RSMo, shall maintain enrollment and participation in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for 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 enroll and participate in the E-Verify program.

3.4.4 The Contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the state on an annual basis. https://purch.oa.mo.gov/Vendor-information/affidavit-work-authorization-annual-renewal

3.4.5 The Contractor shall ensure that its subcontractors comply with section 285.530, RSMo.

3.5 Anti-Discrimination Against Israel Act Contractor Requirements:

3.5.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

3.5.2 If during the life of the contract, the Contractor's business status changes according to section 34.600, RSMo, then the Contractor shall comply with, complete, and submit to the Department an updated Exhibit **2**, Anti-Discrimination Against Israel Act Certification, which is attached hereto and incorporated by reference as if fully set forth herein.

3.6 Business Registration:

3.6.1 The Contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. 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. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

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3.7 Elected or Appointed Officials and Employees:

3.7.1 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.

3.8 Indemnification:

3.8.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.9 Legal Proceedings:

3.9.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

3.9.2 The Contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

3.9.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any Vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

3.10 Invoicing and Payment:

3.10.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

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3.11 Non-Appropriation of Funds:

3.11.1 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, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

3.12 Work Outside the United States:

3.12.1 Unless work outside the United States is prohibited, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

3.13 Open Records:

3.13.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, responses and related documents shall not be available for public review until after a contract is executed.

3.14 Record Access:

3.14.1 The Contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

3.15 Taxes:

3.15.1 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. No contract shall be awarded to a Vendor that does not meet the conditions of section 34.040.7, RSMo.

*******END OF TERMS AND CONDITIONS SECTION*******

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4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 Contract Amendment:

4.1.1 All changes to the contract must be accomplished by a formal contract amendment executed by both the Contractor and the Department prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

4.2 Termination for Convenience:

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

a. The Department determines it is not in compliance with program regulations as defined in the WOM, 2 CFR 200, 7 CFR 246 or this contract; or

b. The Department determines, following a review of Contractor credentials, that another Contractor can operate the program more effectively and efficiently; or

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

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

e. A material change of the parties to the contract occurs; or

f. By request of the Contractor.

4.2.2 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.

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

b. The Department's written notice will include an explanation of the reasons for termination, date of termination and, except in cases of the expiration of the contract, the Contractor's right for appeal as set forth in 7 CFR 246.18.

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

4.2.3 The Contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

4.3 Cancellation for Breach of Contract:

4.3.1 In the event of material breach of the contractual obligations by the Contractor, the Department may cancel the contract. At its sole discretion, the Department may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Department, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the Contractor must provide the Department within ten (10) state business days from notification a written plan detailing how the Contractor intends to cure the breach.

4.3.2 If the Contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

4.3.3 If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the Contractor for any additional costs incurred thereby.

4.3.4 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 or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

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4.4 Contractor Liability:

4.4.1 The Contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the Contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

a. The Contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

b. The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

c. Under no circumstances shall the Contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state’s records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the Contractor is informed of their possibility.

4.5 Insurance:

4.5.1 The Contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In

the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

4.5.2 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

4.6 Single Point of Contact and Responsibility:

4.6.1 The Contractor shall be the single point of contact and shall be responsible for the contract regardless of any subcontract arrangements.

4.7 Contractor Status:

4.7.1 The Contractor shall be considered an independent Contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The Contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

4.8 Subcontractors:

4.8.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the Contractor.

4.8.2 The Contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

4.8.3 The Contractor shall understand and agree that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the Contractor of the responsibility for providing the products/services as described and set forth herein.

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

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

a. The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

b. 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.

4.8.5 The Contractor shall be responsible for ensuring that any subawardee(s) and/or 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.

4.8.6 The Contractor shall notify all subawardee(s) and/or 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.

4.9 Coordination:

4.9.1 The Contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the Contractor progresses, advice and information on matters covered by the contract shall be made available by the Contractor to the state agency throughout the effective period of the contract.

4.10 Monitoring:

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

4.10.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the

Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

4.11 Inventions, Patents, and Copyrights:

4.11.1 If any copyrighted material is developed as a result of the contract, the state agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the State of Missouri.

4.12 Confidentiality and Security Documents:

4.12.1 Neither party shall disclose or use any confidential information of the other party, except as reasonably necessary to perform its obligations or to exercise its rights pursuant to the contract or with the other party's prior written permission.

4.12.2 If required by the state, the Contractor must sign specific documents regarding confidentiality, security, or other similar documents that align with the confidentiality and security terms in the contract upon request, concerning the services provided for in the contract, and are consistent with the terms of the contract. The Contractor shall have the opportunity to review, discuss, and approve the documents the Contractor must sign prior to signature. The Contractor shall ensure that its personnel, its subcontractors, and its subcontractors' personnel adhere to the confidentiality and security required by the contract. Failure of the Contractor to sign such documents absent a good faith basis may be considered a breach of contract and subject to the cancellation provisions of this document.

4.12.3 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the state agency or that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law.

a. The Contractor assumes liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's/provider's subcontractors and employees.

b. 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, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Insurance (45 CFR part 164, subpart C, the "Security Rule"), and Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164, the "Breach Notification Rule").

4.12.4 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. 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. 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.

4.12.5 The Contractor shall maintain strict confidentiality of all applicant, participant or family member(s) information or records supplied to it by the Department or that the Contractor creates as a result of contract activities in accordance with WOM policy 8.1.010. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, applicant, participant, participant's family member(s), 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.

4.12.6 If the Contractor or subcontractor suspects that a theft, breach or exposure of WIC data or PII has occurred, the Contractor or subcontractor must immediately provide a description of the incident via email to WICHelpDesk@health.mo.gov or by calling the WIC Help Desk at 800-554-2544. This email address and phone number are monitored by Department staff, who will inform the Office of Administration Information Technology Services Division (ITSD) team in accordance with WOM policy 3.1.040.

The Contractor shall work with Department staff and ITSD until a resolution is obtained.

4.12.7 The Contractor shall ensure applicant and participant data is secure and kept confident.

a. The Contractor's agency administrator or WIC coordinator shall perform a monthly review to ensure WIC APPLICATIONS user access is limited to staff requiring access for their WIC role. The Contractor's designated local security officer (LSO) shall submit an ASAP request at https://healthapps.dhss.mo.gov/asap_web/AsapLogin.aspx to modify user access upon a change of staff role or termination of employment.

b. The Contractor shall protect user access to WIC data systems and shall not share passwords in compliance with WOM policy 3.1.040.

4.13 Force Majeure:

4.13.1 Neither the state nor the Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state's or Contractor's reasonable control. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

4.14 Actions, Suits, or Proceedings:

4.14.1 The Contractor must notify the State of Missouri immediately if the Contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on Contractor's ability to fulfill the obligations under the contract. The Contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.

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

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4.15 Warranties and Representations:

4.15.1 The Contractor expressly warrants that all supplies and/or services provided shall:

a. conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department,
b. be fit and sufficient for the purpose expressed herein,
c. for any goods provided, be merchantable,
d. be of good materials and workmanship, and
e. be reasonably free from defect.

4.15.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said supplies and/or services.

4.16 Conflict of Interest:

4.16.1 The Contractor agrees that during the term of the contract neither the Contractor nor any of its employees or subcontractors shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

4.17 Remedies and Rights:

4.17.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of contract.

4.17.2 The Contractor understands and agrees 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.

4.17.3 The Contractor understands and agrees that the state reserves the right to consider the Contractor’s failure to perform requirements and commitments specified in the contract in future procurement evaluations.

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4.18 Communications and Notices:

4.18.1 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.

4.19 Survivability of Terms:

4.19.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue, remedy, and assignment shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

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5. SUBMISSION INFORMATION SECTION

5.1 Compliance with Requirements, Terms and Conditions:

5.1.1 The Contractor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those herein and the contractual requirements.

5.1.2 Business Compliance Requirements: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, Contractors are encouraged to IMMEDIATELY begin securing these verifications. In order to be considered eligible for award of a contract, the Contractor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Contractor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission may result in delays for the award of a contract. In order to verify the Contractor's compliance, the state will review the Contractor's response to the following Business Compliance Exhibits:

a. Business Compliance Exhibit **1**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, which is attached hereto and incorporated by reference as if fully set forth herein - Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo, definition of a "business entity" (https://revisor.mo.gov/main/OneSection.aspx?section=285.530#:%7E:text=285.530.,liability%20of%20contractors%20and%20subcontractors), 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.

b. Business Compliance Exhibit **2**, Anti-Discrimination Against Israel Act Certification - Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (https://revisor.mo.gov/main/OneSection.aspx?section=34.600) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the

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State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel for the duration of the contract.

c. General Business Compliance - The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor certifies by signing the signature page that the Contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the Contractor shall remain in compliance with such laws for the duration of the resulting contract. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1) Taxes (e.g., city/county/state/federal)
2) State and local certifications (e.g., professions/occupations/activities)
3) Licenses and permits (e.g., city/county license, sales permits)
4) Insurance (e.g., worker's compensation/unemployment compensation)

d. Each response will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

******END OF SUBMISSION INFORMATION SECTION******

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ATTACHMENT A
CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in herein.

1. Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The Contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal Department or agency pursuant to 2 CFR Part 180, or any other applicable law.

2. Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the 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, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.

    a. The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through the contract. 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.

3. Stevens Amendment - The Contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the Contractor shall clearly state the following:

    a. The percentage of the total costs of the program or project that will be financed with federal money;
    b. The dollar amount of federal funds for the project or program; and
    c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4. Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.

a. Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).

5. Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - 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.

6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The Contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.

a. The Contractor certifies by signing the first page of the document 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.

b. The Contractor certifies that no funds under the 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 the 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.

c. The Contractor certifies that no funds under the 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.

d. 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.

e. 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.

1) 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.

a) Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

2) 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 $10,000.00 and not more than $100,000.00 for each such failure.

7. Drug Free Workplace Act - The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor shall report any conviction of the Contractor's personnel under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the

conviction. 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
Jefferson City, Missouri 65102-0570

8. Pro-Children Act - The Contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

   a. 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.

      1) 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.

   b. 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.

   c. The Contractor shall require 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.

   d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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9. Contractor Whistleblower Protections:

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

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

   c. The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

10. Human Rights and Affirmative Action:

   a. 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 the following:

      1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that 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 that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

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

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

      4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, "ADAAA") which prohibit discrimination on the basis of disabilities;

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

6) Genetic Information Non-Discrimination Act (GINA)

7) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements; and

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

b. 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, the Contractor shall have and maintain an affirmative action program that shall include:

1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

2) The identification of a person designated to handle affirmative action;

3) 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;

4) The exclusion of discrimination from all collective bargaining agreements; and

5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

c. If discrimination by a Contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing 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.

11. Clean Air Act and Federal Water Pollution Control Act - 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.*).

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ATTACHMENT B
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 § 200.331. 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. Upon award of the contract, the state agency will provide the Contractor the federal fund information. In the event the federal fund information changes, the Contractor will be notified in writing by the state agency.

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 https://health.mo.gov/information/contractorresources/ 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 If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. 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. https://www.hhs.gov/grants-contracts/grants/grants-policies-regulations/index.html.

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 ninety days of notification by the Department to return such funds.

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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.

1.7 The Contractor shall promptly notify the Department in writing when there is credible evidence of a violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure to make required disclosures may result in the Department taking action as described in 2 CFR § 200.339 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 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.

1.10 The Contractor shall provide its Unique Entity Identifier (UEI) 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 UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

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1.11 Equipment

1.11.1 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 $5,000. 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 $10,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $10,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.11.2 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.

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ATTACHMENT C
BUDGET PAGE

Joplin City Health Department

The Contractor shall be reimbursed for actual expenses incurred up to the amount displayed in the Local Agency Plan.

Contract Dollars

1. WIC Breastfeeding (Special Breastfeeding Funding 1, Attachment D)*	$8,500.00
2. WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment D)*	$40,534.00
3. Breastfeeding Friendly Incentive (Special Breastfeeding Funding 3)*	$29,000.00
4. WIC Modernization (Special Funding 4)*	$0.00
5. Program Enhancement (Special Funding 7)*	$0.00

*only for approved LAs

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ATTACHMENT D
WIC: Local Agency Breastfeeding Peer Counseling Program

1. 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(s) and submits required reports per WIC Operations Manual (WOM) policy 2.2.020.

1.2 The Contractor shall have a designated breastfeeding expert (DBE) who: acts on referrals from peer counselors and other WIC staff regarding complex breastfeeding situations; provides follow-up breastfeeding support to participants; and assesses and counsels mothers and infants with complex breastfeeding situations.

1.3 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.

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

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

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

1.7 The Contractor shall comply with WOM policies 2.1.040 through 2.2.080.

1.8 The Contractor shall manage an electric breast pump loan program per WOM policy 2.1.030.

2. 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 (Attachment E), which is attached hereto and incorporated by reference as if fully set forth herein.

2.2 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 of the allocated funds or at the end of

the third quarter if less than seventy-three percent has been spent. The Contractor will be given 30 days prior written notification of any reallocation.

3. Documentation:

3.1 The Contractor shall require all peer counselors to document BFPC contacts in MOWINS or SPIRIT Web and on the Department approved contact logs when working outside the clinic per WOM policy 2.2.050.

4. Reports/Invoicing:

4.1. The Contractor shall enter expenditures on the specified area of the online WIC invoice 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 invoice form under Special Funds. Invoice Special Funding 1 Breastfeeding.

4.1.2 The Contractor shall enter expenditures for allowable items on the online WIC invoice form under Special Funds. Invoice Special Funding 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 in WebGrants for either Special Funding 1 or Special Funding 2 Breastfeeding Peer Counseling prior to purchase.

4.2 The Contractor shall submit to the Department, by the 11th of the month following the previous quarter, the Missouri WIC Breastfeeding Peer Counselor Activity Report per WOM policy 2.2.050, and verify that it accurately reports the number of contacts made by the peer counselor(s). Failure to submit reports each month may result in the Department withholding funds until the report is submitted or disqualification from the program.

5. Special Provisions:

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

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ATTACHMENT E
Guidelines for Allowable Items for Reimbursement
Missouri Breastfeeding Peer Counseling Program (BFPC)

Categories	Special BFPC Funding 1
Wages, Salary and Benefits	▪ A rate at or above minimum wage. ▪ Hours for providing peer counseling services, attending meetings and trainings. ▪ Hours for managing the program, including supervision. ▪ The majority of the total of Special BFPC Funding 1&2 should be used for peer counselor salary.
Other Program Expenses	▪ All expenses listed below for Special BFPC Funding 2 and any additional expenses necessary to manage an effective BFPC Program. ▪ Includes items that can be given to participants, such as breastfeeding supplies and literature.

Categories	Special BFPC Funding 2
Wages, Salary and Benefits	▪ A rate at or above minimum wage. ▪ Hours for providing peer counseling services, attending meetings and BFPC program trainings provided by the state agency. ▪ Hours for managing the program, including supervision. ▪ Hours for the designated breastfeeding expert to follow-up with referrals made from the peer counselor for breastfeeding problems outside of the peer counselor's scope of practice. ▪ The majority of the total of Special BFPC Funding 1&2 should be used for peer counselor salary.
Office Costs and Supplies	▪ Nametags for peer counselors. ▪ Breastfeeding resources, such as breast models, breastfeeding books and dolls. ▪ Outreach materials to promote services through BFPC and recruit peer counselors.
Training and Retention	▪ Cost for conducting training sessions or in-services to peer counselors, including cost of training materials. ▪ Cost of attending the BFPC training sessions in Jefferson City for program coordinators. ▪ Cost of attending regional peer counseling trainings, quarterly meetings, BFPC conferences and other approved training, including meals, lodging, mileage and other approved expenses. ▪ Recognition items for peer counselors, such as t-shirts.
Travel	▪ Costs incurred for traveling to and from hospital and home visits, or satellite clinics. ▪ Costs incurred for travel for outreach activities.
Telephone and Mail	▪ Cost of a cell phone or cost of making phone contacts while providing peer counseling services. ▪ Cost for mailing and postage.
Indirect	▪ Shared costs related to providing a peer counseling program.
Other Program Expenses	▪ Expenses must be used to support the work of the peer counselor. ▪ Items that are distributed to participants are not allowed under Special BFPC Funding 2.

WIC: Local Agency Nutrition Services

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the Contractor must be in compliance with the laws regarding conducting business in the State of Missouri.

The Contractor certifies by signing the signature page of this original document that the Contractor and any subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The Contractor shall provide documentation of compliance with the Contractor's response and upon request by the Department.

- Business Compliance Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance Exhibit 2, Anti-Discrimination Against Israel Act Certification

WIC: Local Agency Nutrition Services

BUSINESS COMPLIANCE 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 https://www.e-verify.gov/.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency.

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

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

(Complete Box A if you are a non-business entity as defined above)

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 this contract and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department with all documentation required in Box B of this exhibit.

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

WIC: Local Agency Nutrition Services

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

(Complete Box B 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: https://www.e-verify.gov/; 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 Vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Vendor's name and the MOU signature page completed and signed**, at minimum, by the Vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Vendor's name and company ID, then no additional pages of the MOU must be submitted;

AND

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

WIC: Local Agency Nutrition Services

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

WIC: Local Agency Nutrition Services

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

(Complete Box C 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 that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

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

Name of **Missouri State Agency** to Which Previous E-Verify Documentation Submitted:

_____

Date of Previous E-Verify Documentation Submission: _____

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

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

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Procurement officer	Date

WIC: Local Agency Nutrition Services

BUSINESS COMPLIANCE EXHIBIT 2, ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Section 34.600, RSMo, defines the following terms:

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

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

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

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

BOX A:	To be completed by any Contractor that does not meet the definition of "company" above, hereinafter referred to as "Non-Company."
BOX B:	To be completed by a Contractor that meets the definition of "Company" but has less than ten employees.
BOX C:	To be completed by a Contractor that meets the definition of "Company" and has ten or more employees.
BOX D:	To be completed by a Contractor that meets the definition of a "Public Entity".

WIC: Local Agency Nutrition Services

BUSINESS COMPLIANCE EXHIBIT 2,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED

BOX A – NON-COMPANY ENTITY

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

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Entity Name	Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

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

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

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

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

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

WIC: Local Agency Nutrition Services

BUSINESS COMPLIANCE EXHIBIT 2,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED

BOX D – PUBLIC ENTITY	
I certify that _____ (Entity Name) is a public entity as defined in section 34.600, RSMo, and is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.	
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	58262	**State:** 0%	$0.00	**Federal:** 100%	$749,294.00
Contract Title:	WIC LOCAL AGENCY NUTRITION SERVICES				
Contract Start:	10/1/2025	**Contract End:**	9/30/2026	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA:	10.557	**Research and Development:**	N		
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN				
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE				
Federal Award:	3MO700804-24				
Federal Award Name:	WIC BREASTFDNG PEER CO				
Federal Award Year:	2025	**DHSS #:**	25BRSTFEDWIC	**Federal Obligation:**	$40,534.00

CFDA:	10.557	**Research and Development:**	N		
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN				
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE				
Federal Award:	*				
Federal Award Name:	*				
Federal Award Year:	2026	**DHSS #:**	26WIC	**Federal Obligation:**	$708,760.00

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

Project Description:

2026 contracts with Women Infant and Children (WIC) local agencies in Missouri to provide WIC and Nutrition Services to participants. Amounts below are estimates only at this time.

COUNCIL BILL NO. 2025-451 **ORDINANCE NO.**

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2025 and running through September 30, 2026, for the amount of up to Seven Hundred Forty-Nine Thousand, Two Hundred Ninety Four Dollars and no Cents ($749,294.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health Department, of contract services for nutritional assistance and education to residents of Jasper County, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreements by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 18th day of August 2025, by a vote of

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney