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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;
2. 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:**	
57623	PUBLIC HEALTH EMERGENCY PREPAREDNESS	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
7/1/2025	6/30/2026	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

PUBLIC HEALTH EMERGENCY PREPAREDNESS
JOPLIN CITY HEALTH DEPARTMENT

1. PURPOSE AND GLOSSARY

1.1 Purpose

1.1.1 The purpose of this contract is to demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

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", "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

1.2.3 Department Glossary:

a. **Director of Local Public Health Agency** - Referred to herein as "Administrator."
b. **ShowMe WorldCare** - The application is an integrated database that allows the Department and Contractor staff to enter and/or update case report information. It is a web-based application that supports the accurate identification and timely statewide reporting of diseases, conditions, and outbreaks to enable public health workers at the Contractor and Department to intervene in the disease investigation process.
c. **Web Emergency Operations Center (WebEOC)** - An internet-based collaboration tool that creates a common operating picture, enabling emergency managers to make sound decisions quickly. WebEOC enable users to manage multiple incidents and daily events, assign and track missions and tasks, provide situation reports, manage resources and prepare incident command system (ICS) and incident action plan (IAP) reports.
d. **Health Care Coalitions (HCC)** - A collaborative network of healthcare organizations and their respective public and private sector response partners. The HCC provide integration, coordination and organization for the purpose of regional healthcare Emergency Support Function #8 activities including preparedness, response, recovery, and mitigation activities involving the member organizations. The HCC will provide a regional healthcare multiagency coordination function to share incident specific healthcare situational awareness to assist with resource coordination during response and recovery activities. Partnerships should formalize their involvement through actions such as regular attendance at partnership meetings, develop by-laws and establish memorandums

of understanding (MOUs) and mutual aid agreements (MAA) to share assets, personnel and information.

e. **The Missouri Health Notification System (MO-HNS)** - is a secure web-based system accessible anytime and anywhere for emergency planning and response communication with public health partners. The Missouri Department of Health and Senior Services administers MO-HNS to facilitate alerting and collaboration between federal, state, local Public Health Departments, clinics, hospitals, and other public health emergency partners on a 24/7/365 basis.

f. **The Missouri Public Health Risk Assessment Tool (MOPHRAT)** - helps Local Public Health Agencies (LPHAs) prioritize jurisdictional impacts to public health by guiding planners through an analysis of various hazards. The MOPHRAT helps assess the level of planning necessary to ensure access to emergency response and preparedness resources, taking into account the services provided by LPHAs and the healthcare system.

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

2. SCOPE OF WORK SECTION

2.1 General Requirements:

2.1.1 The contract amount shall not exceed $20,192.00 for the period of July 1, 2025 through June 30, 2026.

2.1.2 The Contractor shall provide public health emergency preparedness 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.

2.1.3 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.

2.1.4 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.

2.1.5 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 After the award, unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Public Health Emergency Preparedness
Program Contact: Rikae Melzer
Address: P O Box 570, Jefferson City, MO 65102
Phone: 573- 751-6190
Email: Preparedness@health.mo.gov

2.2 Deliverables and Outcomes:

2.2.1 The Contractor's Administrator and other employee(s) designated by the Administrator should complete the Federal Emergency Management Agency (FEMA) Independent Study Programs (https://training.fema.gov/is/) as follows:

a. Public health preparedness and recovery staff, including exercise planning staff:

1) Incident Command System (ICS) 100: Introduction to ICS

2) ICS 700: An Introduction to the National Incident Management System (NIMS)

3) ICS 706: NIMS Intrastate Mutual Aid

4) ICS 800: National Response Framework, An Introduction

5) IS-120.C: An Introduction to Exercise

6) IS-2900.A: National Disaster Recovery Framework (NDRF) Overview

7) Homeland Security Exercise and Evaluation Program

8) Emergency Management Assistance Compact (EMAC) Pre-Event Preparation for Resource Providers

b. Health Department supervisory positions:

1) ICS 200: Basic ICS for Initial Response

2) Independent Study (IS)-2200: Basic Emergency Operations Center Functions

c. Staff with designated response roles:

1) ICS 300: Intermediate ICS for Expanding Incidents (In Person)

2) EMAC Just-in-Time Training for Deploying Personnel

3) Crisis and Emergency Risk Communication (CERC)

d. Senior staff who support the management of large/complex responses (incidents across multiple locations or over a large area):

1) ICS 400: Advanced ICS (In Person)

2.2.2 As applicable courses are completed within the contract period the Contractor shall keep on file, the list of trainings completed by staff and their completion dates for all courses.

2.2.3 The Administrator shall provide the Emergency Response Center (ERC) with a twenty-four (24) hour, seven (7) days per week roster for response to public health emergencies and infectious diseases for the Contractor's jurisdiction.

a. This coverage requires the individual or their designee in charge to respond.
b. The Contractor shall validate/update semi-annually by December 31st and June 30th.

2.2.4 The Contractor shall notify and provide the ERC with any changes in the current twenty-four (24) hours, seven (7) days per week roster with cellular phone, or answering service number(s) within twenty-four (24) hours of any change.

a. The Contractor shall send this information by email to DRMS@health.mo.gov.

2.2.5 The Contractor shall maintain a current twenty-four (24) hour, seven (7) days per week roster with all contact information for the persons responsible to fill the ICS public health command role in the Contractor's local jurisdiction.

2.2.6 Within one (1) week of contract staff changes, the Contractor shall notify the Department's Public Health Emergency Preparedness (PHEP) Program of new employee's name, job function/title and contact information.

a. The Contractor shall send this information by email to Preparedness@health.mo.gov.

2.2.7 The Administrator or their designated employee should attend the semi-annual LPHA Planning meetings.

2.2.8 The Administrator or their designated employee shall attend quarterly epidemiology meetings and/or conference calls as organized by the Department's Regional Senior Epidemiologist and/or Medical Epidemiologist.

2.2.9 The Contractor shall ensure that their designated employee(s) attends at least one (1) epidemiology, or statistics, or communicable disease, or emergency response training/course during the contract year.

2.2.10 The Contractor shall designate a Health Alert Network (HAN) coordinator.

a. The HAN coordinator will be granted administration and distribution rights at the local level.

b. When agency staff/other county individuals request access to the Contractor's organization in Missouri Health Notification System (MOHNS), the HAN coordinator shall manage who will have access to information distributed through the MOHNS based on public health roles, thus ensuring ongoing protection of critical data distributed through the MOHNS system.

1) If administration rights for system users need to be updated the Contractor shall contact the Department's ERC HAN Coordinator.

2.2.11 The HAN Coordinator shall participate in necessary trainings offered by the Department's ERC regarding the use of the HAN system. Free training can be found at https://learning.juvare.com/ under CORES.

2.2.12 The Contractor can login through https://mo-hns.org/ or https://login.juvare.com.

a. If you login through Juvare and utilize Juvare Dashboard, you will need to select the "Health Alerts Missouri" icon to access the MOHNS.

2.2.13 The Contractor is advised to inform the Department ERC HAN Coordinator of any notifications initiated at the local level.

a. If assistance is needed with this process, the Contractor shall reach out to the DHSS ERC HAN Coordinator at DRMS@health.mo.gov.

2.2.14 A minimum of twice per contract period, the Contractor shall review/verify all employees with access to determine which of its employees still require access to the HAN system.

a. For HAN system changes, contact drms@health.mo.gov.

2.2.15 The Contractor shall collaborate with the Department on the prioritization and future implementation of the Centers for Disease Control and Prevention's (CDC's) Emergency Preparedness Capabilities and Performance Measures.

2.2.16 The Contractor shall provide local input, participate in conference calls, and/or complete survey(s) as requested by the Department in order to assist with strategic planning.

2.2.17 By June 30th, the Contractor shall complete the Tangible Personal Property Report (https://clphs.health.mo.gov/lphs/xls/phep-tangible-personal-property-report-sf-428s-template.xls) and submit to the PHEP Program at Preparedness@health.mo.gov.

a. The Tangible Personal Property Report shall be completed for any one single item that has a value of $5,000 or more purchased within this contract period with Department preparedness funds.

1) Items priced over $5,000 require prior approval before purchase can be made.

2) If the Contractor has nothing to report, the Contractor shall indicate this on the form.

2.2.18 By June 30th, the Contractor shall submit to the PHEP Program, a comprehensive inventory list of items under $5,000 purchased within the contract period with Department preparedness funds, excluding consumable office supplies.

a. The Contractor shall use the Inventory Listing Template (https://clphs.health.mo.gov/lphs/xls/phep-inventory-listing-template.xls) to report this inventory to the PHEP Program.

1) If the Contractor has nothing to report, the Contractor shall indicate this on the template and email to Preparedness@health.mo.gov.

2.2.19 The Contractor shall participate in the regional healthcare coalition in their respective jurisdiction. See Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein, for a map of Missouri's healthcare coalitions and a point of contact for each healthcare coalition.

a. Participation may include attendance at healthcare coalition meetings and/or trainings, and/or participation in exercises with the healthcare coalition.

1) The purpose of this participation is to increase collaboration, coordination and communication for public health and health/medical emergency planning, preparedness, response and recovery thus enhancing the ability to coordinate the Public Health and Medical Emergency Support Function (ESF#8) at the local and regional level. See Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein, for healthcare coalitions - frequently asked questions.

2.2.20 By June 30th, at least one (1) of the Contractor's staff shall have completed a WebEOC exercise.

2.2.21 The Contractor is responsible for the Local Public Health Emergency Response Plan(s) to be aligned and incorporated with the county or municipality Emergency Operation Plan(s), specifically the Health and Medical Annex.

2.2.22 By September 30th, the Contractor shall submit the "Record of Changes" page, as well as the change made to their updated Local Public Health Emergency Plan or Guide to Preparedness@health.mo.gov.

2.2.23 The Contractor shall validate/update their Points of Dispensing (POD) Operational Data Collection Sheet within the Department-SNS POD Board in WebEOC semi-annually by December 31st and June 30th.

a. Information on the sheet should be derived from existing plans, agreements, and partnerships.

1) When possible, population data to be served by the POD and throughput data will be based on exercises, drills and/or modeling software. When not available, estimates are acceptable.

2.2.24 The Contractor shall submit a Mid-Year Work Plan by January 15th and an End of Year Work Plan by June 30th to Preparedness@health.mo.gov.

2.2.25 The Contractor shall conduct a public health risk assessment with a collaborative planning team of public health, emergency management, healthcare system representatives and organizations that serve at-risk populations using the Missouri Public Health Risk Assessment Tool (MOPHRAT) to identifying the hazards, impacts and vulnerable population groups within the Contractors jurisdiction. The MOPHRAT can be accessed at https://sema.dps.mo.gov/programs/mophrat/index.htm.

a. The risk assessment shall be conducted once every five (5) years to identify potential hazards, vulnerabilities and risks within the community that relate to public health, medical, and mental/behavioral health systems and the access and functional needs of at-risk individuals.

2.3 Work Plan Deliverables:

2.3.1 The Contractor shall ensure that fourteen (14) of the fifteen (15) Capabilities are addressed within the project period ending June 30, 2029. The Contractor is not asked to address Capability 12 that relates to the State Public Health Laboratory.

a. The Contractor should select a minimum of two (2) to three (3) or more Capabilities during the contract period to ensure completion of all fourteen (14) capabilities within project period ending June 30, 2029.
b. If a deliverable cannot be met, documentation and/or explanation shall be included. Failure to submit reports or perform deliverables in the timeframe specified may cause a delay/hold in reimbursement requests.

2.4 Reporting and Recordkeeping Requirements:

2.4.1 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).

2.4.2 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.

2.4.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

2.4.4 Contract Monitoring: The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. 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.

2.4.5 Retention of Records and Documents: 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. 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.

2.4.6 Records: 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 five (5) 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.

2.5 Budget, Allowable, and Unallowable Costs:

2.5.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment E, which is attached hereto and incorporated by reference as if fully set forth herein.

2.5.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

2.5.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. The Contractor and the Department must agree to a written contract amendment for any other rebudgeting.

a. The Contractor shall notify the Department PHEP Program to request and submit a reallocation form. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category.

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

2.5.5 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.

2.5.6 The Contractor shall follow competitive procurement practices.

2.6 Electronic Funds Transfer, Invoicing, and Payment Requirements:

2.6.1 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.

2.6.2 Invoicing: The Contractor shall submit itemized invoices monthly. Invoices shall be due by the 15th day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the state agency.

a. The Contractor shall invoice the Department on the Request for Payment form provided by the Department and submit the invoice to Preparedness@health.mo.gov.

1) The Contractor shall submit the Invoicing Tool provided by the PHEP program with each invoice to ensure that Indirect costs are calculated correctly.

b. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis) Vendor registration.

c. The Contractor shall include the following certification statement on any invoice submitted to the Department:

1) "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

d. The invoice number will be listed on the state's EFT amendment record to enable the Contractor to properly apply state payments to invoices. The Contractor must comply with all other invoicing requirements stated herein.

e. The Contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

2.6.3 Payment:

a. Payments are due upon receipt of a valid itemized invoice, payable in 30 calendar days. All invoices for supplies and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.

b. The Contractor shall submit the final itemized invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

c. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.

d. 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.

2.6.4 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.

2.6.5 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.

2.6.6 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.

2.6.7 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.

2.6.8 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.

2.6.9 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******

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 Business Registration:

3.5.1 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.

3.6 Elected or Appointed Officials and Employees:

3.6.1 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.

3.7 Indemnification:

3.7.1 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.

3.8 Legal Proceedings:

3.8.1 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.

3.8.2 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.

3.8.3 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.

3.9 Invoicing and Payment:

3.9.1 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.

3.10 Non-Appropriation of Funds:

3.10.1 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).

3.11 Work Outside the United States:

3.11.1 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.

3.12 Open Records:

3.12.1 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.

3.13 Record Access:

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

3.14 Taxes:

3.14.1 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*******

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 Renewals:

4.2.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

4.3 Termination for Convenience:

4.3.1 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. State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
b. A change in federal or state law relevant to this contract occurs; or
c. A material change of the parties to the contract occurs; or
d. By request of the Contractor.

4.3.2 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 thirty (30) calendar days prior to the effective date of such termination.
b. The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

4.3.3 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.

4.4 Cancellation for Breach of Contract:

4.4.1 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.

4.4.2 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.

4.4.3 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.

4.4.4 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.

4.5 Contractor Liability:

4.5.1 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.

4.6 Insurance:

4.6.1 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.

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

4.7 Single Point of Contact and Responsibility:

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

4.8 Contractor Status:

4.8.1 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.

4.9 Subcontractors:

4.9.1 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.

4.9.2 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.

4.9.3 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.

4.9.4 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.

4.9.5 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.

4.9.6 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.

4.10 Coordination:

4.10.1 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.

4.11 Property of State:

4.11.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the Contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

4.12 Monitoring:

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

4.12.2 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.

4.13 Inventions, Patents, and Copyrights:

4.13.1 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.

4.14 Confidentiality and Security Documents:

4.14.1 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.

4.14.2 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.

4.14.3 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").

4.14.4 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.

4.15 **Force Majeure:**

4.15.1 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.

4.16 Actions, Suits, or Proceedings:

4.16.1 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.

4.16.2 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.

4.17 Warranties and Representations:

4.17.1 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.

4.17.2 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.

4.18 Conflict of Interest:

4.18.1 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.

4.19 Remedies and Rights:

4.19.1 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.

4.19.2 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.

4.19.3 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.

4.20 Communications and Notices:

4.20.1 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.

4.21 Survivability of Terms:

4.21.1 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.

4.22 **Contractor Title To Equipment:**

4.22.1 Title to any equipment required by the contract shall be held by and vested in the Contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the Contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the Contractor deems appropriate.

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

5. VENDOR 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. 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)

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

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

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.

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.*).

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.

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.

1.11 Equipment

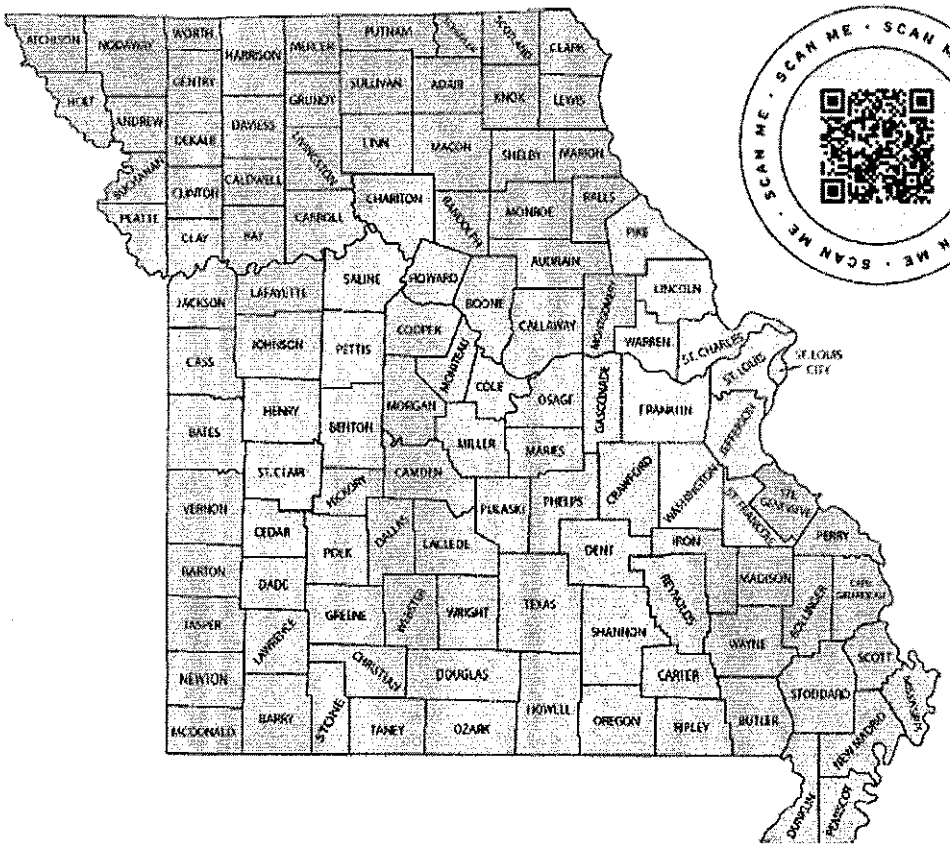
1.11.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment 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.

ATTACHMENT C
MISSOURI HEALTHCARE COALITIONS MAP

MISSOURI DEPARTMENT OF HEALTH & SENIOR SERVICES

Missouri Healthcare Coalitions



Healthcare Coalition (HCC) Contacts		
Region A	**Non-Urban Rural**	**Region C**
Jennifer Sutherlin Mid-America Regional Council jsutherlin@marc.org 816-701-8362	Kara Amann Missouri Healthcare Coalition kamann@MoHospitals.org 573-893-3700	Bridget Farengo St. Louis Area Regional Response System bridget@stlstarrs.org 314-332-3746

ATTACHMENT D
HEALTHCARE COALITION FREQUENTLY ASKED QUESTIONS

What is a regional healthcare coalition?
Healthcare coalitions (HCCs) are defined as "**a collaborative network of healthcare organizations and their respective public and private sector response partners** that serve as multiagency coordinating groups to assist with preparedness, response, recovery, and mitigation activities related to healthcare organization and regional healthcare systems' disaster operations."
HCCs are supported through federal funding from the U.S. Department of Health and Human Services' Administration for Strategic Preparedness and Response (HHS ASPR) to the Missouri Department of Health and Senior Services (DHSS) through the DHSS Hospital Preparedness Program (HPP).

Missouri has three HCCs covering the entire geography of the state:

- Region A Kansas City
- Region C St. Louis
- Nonurban: Includes most rural counties and is divided into five sub-regions – Northwest, Northeast, Central, Southwest, and Southeast.

Who are members of the regional healthcare coalitions?
Each regional healthcare coalition must maintain membership four core members in order to receive ASPR funding: public health, hospitals, emergency medical services and emergency management. Other health and medical partners are welcome, as well, and may include dialysis centers, long-term care, home health, community mental health centers, federally qualified health centers, durable medical equipment providers, blood banks, etc.

What is public health's role in the regional HCCs?
Local public health is often the Emergency Support Function-8 (ESF-8) lead agency in county emergency management and, as such, has responsibility to assure all ESF-8 partners and emergency response functions have been anticipated and plans are developed. Engaging in routine planning meetings with the regional HCC and participating in trainings and exercises as they occur provides an excellent opportunity for regional planning, identification of remaining vulnerabilities and barriers, and a finding support in a group of partners who are like-minded in planning for ESF-8 needs.

Many local public health agencies serve in leadership roles in their respective HCC as Chair or Co-Chair; serve as subject matter expert on variety of topics or serve as HCC Duty Officer on a rotational schedule. The HCCs are responsible to assure members serving in leadership roles have adequate training to assume their roles.

What is the role of a regional healthcare coalition during and in preparation for an emergency response?
HCCs assist all health and medical partners in their region by facilitating communication and coordination during an emergency response. As the HCCs members have routinely planned, drilled, trained and exercised together prior to an emergency incident, they are uniquely prepared to assist each other with communication and coordination needs and assisting in meeting incident objectives of the individual members.
The HCC is not a command or control entity within the emergency response framework and does not usurp the role of the local emergency manager, local emergency operations center or any facility's emergency plan responsibilities.

How do the HCCs relate to the LPHAs' PHEP responsibilities?
The Hospital Preparedness Program (HPP) and the Public Health Preparedness Program (PHEP) are funded in a collaborative agreement with ASPR and the Centers for Disease Control and Prevention (CDC). Your PHEP contract with DHSS requires engagement in your regional HCC. LPHA participation in HCC activities ensures an efficient and appropriate level of engagement and allows contribution of your subject matter expertise as well as receiving the benefits of membership in a regional preparedness and response setting. You should seek to ensure a strong two-way communication and engagement of your LPHA with the HCC. You will find the HCC can provide assistance with your work relative to medical countermeasures, as one example.

There are many advantages to collectively planning for an emergency with the health and medical partners in your community and region.

CITY OF JOPLIN HEALTH DEPARTMENT
Public Health Emergency Preparedness Budget
FY26 (July 1, 2025 - June 30, 2026)

Category	Budget	Automatic adjustment for costs allowed for indirect Calculation (for calculation purposes only)
Personnel Services	11,192.00	11,192.00
Fringe Benefits	9,000.00	9,000.00
Travel		0.00
Equipment (*see definition below)		
Supplies		0.00
Other		0.00
Contractual		
Subcontractor #1 (Enter Name)		0.00
Subcontractor #2 (Enter Name)		0.00
Subcontractor #3 (Enter Name)		0.00
Subcontractor #4 (Enter Name)		0.00
Subcontractor #5 (Enter Name)		0.00
Total Direct Costs	20,192.00	
Indirect (Administrative) Cost	0.00	
TOTAL CONTRACT	**20,192.00**	

Allowed cost for the calculation of Indirect (Administrative) Costs:	20,192.00
If your organization does not have an approved federally negotiated Indirect Cost Rate, enter rate you are requesting.	0.00%
Does your organization have an approved federally negotiated Indirect Cost Rate? (Enter Yes or No)	
Provide in the space below a summary of how you calculated your Indirect (Administrative) Costs in accordance with your federally negotiated rate. Enter the allowed Indirect (Administrative) Cost in the blue cell C27. Attach a copy of your approved Indirect Cost Rate agreement.	

1. How many FTE's** are employed by your entire agency?	31.80
2. Of these FTE's how many are funded only by the PHEP grant?	1.00

CITY OF JOPLIN HEALTH DEPARTMENT
Public Health Emergency Preparedness Budget
FY26 (July 1, 2025 - June 30, 2026)

*Equipment: Any single item purchased with a useful life greater than one year with a purchase cost of $5,000 or more.

** FTEs are defined below

Budget Narrative/Justification

Personnel Services

Salary and Fringe for One FTE dedicated to Emergency Prepardness. 60% of funding for this position is from the Jasper County Health Department. 100% time spent working on capabilities 11 and 13. 50% of time Capability-11 "Non-Pharmaceutical Intervention" and 50% of time Capability 13 "Public Health Surveillance and Epidemiological Investigation" PHEP staff Wrandi Clayton, Title: Regional Response Planner, Annual Salary $61,022 plus $37,223 Fringe = $98,245. Joplin Pays 40% and Jasper County pays 60% of salary and fringe. This is a shared position between the City of Joplin and the Jasper County Health Department.

Fringe Benefits

Fringe Benefits Include Health Insurance, Workmans Compensation, FICA, LAGERS, Life Insurance, Dental Insurance, Disability and account for approximatly 61% of expense. 100% time spent working on capabilities 11 and 13. 50% of time Capability-11 "Non-Pharmaceutical Intervention" and 50% of time Capability 13 "Public Health Surveillance and Epidemiological Investigation

Travel

N/A

Equipment

N/A

Supplies

N/A

Other

N/A

Contractual

N/A

****Definition:** **Full-time equivalent employees equal the number of employees on full-time schedules plus the number of employees on part-time schedules converted to a full-time basis.**

1. **How many FTE's are employed by your entire agency?**

2. **Of these FTE's how many are funded only by the PHEP grant?**

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 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

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.

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*

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

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 #	57623	**State:** 0%	$0.00	**Federal:** 100%	$20,192.00
Contract Title:	PUBLIC HEALTH EMERGENCY PREPAREDNESS				
Contract Start:	7/1/2025	**Contract End:**	6/30/2026	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA: 93.069	**Research and Development:** N		
CFDA Name:	PUBLIC HEALTH EMERGENCY PREPAREDNESS		
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION		
Federal Award:	5NU90TU000043-02		
Federal Award Name:	MISSOURI PHEP COOPERATIVE AGREEMENT		
Federal Award Year:	2025	**DHSS #:** 25PHEP	**Federal Obligation:** $20,192.00

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

Project Description:

To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared
and resilient communities.