CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-454 – approving a Program Services Contract between the Missouri Department of health and Senior Services (DHSS) and the City of Joplin Health Department (City).

MEETING DATE
October 02, 2023

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2023-454 Council Bill; Missouri Department of Health and Senior Services Contract for Local Public Health Agency Infrastructure.

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

SUMMARY
This Council Bill authorizes a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services to provide funding to assist with providing or implementing activities to support, strengthen, and enhance the public health workforce.

BACKGROUND
This contract provides funding to the health department for the continuation of public health programs.

These activities include planning and implementing worksite wellness activities such as coordinating classes, speakers, seminars, health fairs and fitness assessments; developing health promotion materials and newsletters targeted to City of Joplin employees; attending off site seminars and conferences to identify best practices for employee wellness programs; and evaluating statistical health data to determine areas of need for reducing health risks and medical costs, and conducting other activities that can enhance the health of employees. These activities will be facilitated by a Wellness Coordinator to be funded by this contract.

The period for this agreement is August 1, 2023, through November 30, 2027 and the total anticipated reimbursement from this agreement is $239,050.00. No local match is required for participation in this contract.

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

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading

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

Paula F. Nickelson
Director

Michael L. Parson
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. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization;
3. Complete and sign the exhibit labeled Anti-Discrimination Against Israel Act Certification;
4. Complete and sign the exhibit labeled Terms and Conditions for Contractor Receipt of Federal ARPA SERF Funds; and
5. Return the contract to:

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

Also, please forward the enclosed blue page to the appropriate person within your organization. It explains the process for completing the Annual Subrecipient Information Form (ASIF).

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.

Enclosures

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 | Phone: 573-751-6400 | FAX: 573-751-6010
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The following information should be directed to your Administrator/Director, primary financial executive, Board President, or authorized representative with knowledge of administrative operations of your organization/entity.

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractors/providers to complete the Annual Subrecipient Information Form (ASIF). **Keep in mind the form is completed only once per calendar year for each twelve digit Unique Entity ID (UEI) number.** One submission will cover all contracts with DHSS issued under that specific UEI.

If you have not already done so this calendar year, complete and submit the ASIF within 15 calendar days.

Do NOT Delay You will need a Unique Entity ID (UEI) prior to completing the ASIF if your organization doesn't have one already. Information on the UEI can be found at the link below.

- There is not a "Save" feature. Prolonged periods of inactivity may cause your form to expire and the information will not be submitted.
- **A notice will appear if the form is successfully submitted** and you will have the opportunity to download a copy. This is the only report you will be able to produce. DHSS can confirm submission, but will not be able to reproduce the report.
- To complete the ASIF or find more information to assist you (including how get a UEI), go to www.health.mo.gov/asif

For questions concerning the ASIF call 573.751.6471 or email ASIF@health.mo.gov.

06/ 16 /2023

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:**
54258	LOCAL PUBLIC HEALTH AGENCY INFRASTRUCTURE

Contract Start:	**Contract End:**	**Questions/Please Contact:**
8/1/2023	11/30/2027	PROCUREMENT UNIT @ (573)751-6471

Contract #:	**Amend #:**
	00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

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

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	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

Local Public Health Agency Infrastructure

1. GENERAL

1.1 The contract amount shall not exceed $239,050.00 for the period of August 1, 2023 through November 30, 2027.

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

1.3 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.

1.4 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. 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:

1.4.1 Registration of business name (if applicable) with the Secretary of State at https://www.sos.mo.gov/business/startBusiness.asp.

1.4.2 Certificate of authority to transact business/certificate of good standing (if applicable)

1.4.3 Taxes (e.g., city/county/state/federal)

1.4.4 State and local certifications (e.g., professions/occupations/activities)

1.4.5 Licenses and permits (e.g., city/county license, sales permits)

1.4.6 Insurance (e.g., worker's compensation/unemployment compensation)

1.5 If the Contractor provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the Contractor understands and agrees that it is voluntarily choosing to seek a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.

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

Program Name: Center for Local Public Health Services
Program Contact: Chelsea Robbins
Address: 930 Wildwood Drive, Jefferson City, MO 65109
Phone: 573-751-6770
Email: Chelsea.Robbins@health.mo.gov

2. PURPOSE

2.1 The purpose of the contract is to use funds to establish, expand, train and sustain public health workforce.

3. DELIVERABLES AND OUTCOMES

3.1 The Contractor shall use funds to assist with providing or implementing any of the following activities to support, strengthen and enhance the public health workforce:

3.1.1 Recruit, hire, and train new public health staff;

3.1.2 Support, sustain, retain and train the existing public health workforce;

3.1.3 Strengthen workforce planning, systems, processes, and policies;

3.1.4 Strengthen accountability and performance management, including accreditation;

3.1.5 Strengthen organizational abilities addressing information technology, human resources, financial management, contract and procurement services;

3.1.6 Improve equity and organizational competencies addressing leadership, governance and strategic planning;

3.1.7 Enhance communication; enhance or increase policy development and legal services and analysis

3.2 The Contractor shall follow the Appendix of Activities , Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein, provided by the CDC for guidance on activity examples for each strategy.

3.3 The Contractor shall ensure equitability for all activities within their health department.

3.4 The Contractor shall follow the guidance within the Notice of Funding Opportunity (NOFO) that will be provided to the Contractor by the Department.

3.5 The Contractor shall participate in on-going program evaluation activities outlined within the NOFO to assure program compliance with funding agency requirements throughout the contract period.

3.6 The Contractor shall participate and provide information on program planning, implementation, performance metrics and any other information necessary to perform a comprehensive evaluation for this grant.

3.7 The Contractor shall participate in the Department led monthly office hours via telephone and/or WebEx to provide technical assistance, build a sharing community of infrastructure grant related activities, answer grant-related questions, share successes, and seek peer input for quality improvement/information sharing.

3.8 The Contractor shall report activities of progress to the Department utilizing the survey designed by the Department's Evaluation Team for their 6 month progress reporting and the final summary report.

3.9 The Contractor must provide all staff within the Local Public Health Agency (LPHA) well-being or mental wellness support through one of the following means at a minimum; training, conference, program, access to counseling, assessments.

4. REPORTS

4.1 The Contractor must submit a progress report to the Department every 6 months in accordance to the following schedule:

Years 1 - 4 Time Period:	**Due Date:**
July 1 - December 30	January 15
January 1 - June 30	July 15
Fifth Year Period (Final)	**Due Date:**
January 1 – June 30	July 15
July 1 - November 30	December 30

4.2 The Contractor must submit a final summary report to the Department on December 30, 2027, to report all activities the LPHAs completed within the 5 year grant period.

4.3 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this

report at the time the final invoice is due. For a contract period over twelve (12) months, the Contractor shall submit this report annually and at the time the final invoice is due.

5. BUDGET AND ALLOWABLE COSTS

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.

5.1.1 The Contractor shall request reimbursement for all expenses directly related to fulfill the contract deliverables during the period of performance December 1, 2022 through November 30, 2027. The Department will allow for expenses to be reimbursed backdated to December 1, 2022.

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.

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. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.

5.4 Indirect costs

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

5.4.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.1.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and

fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

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

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

5.6 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.

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

5.6.2 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.

5.7 The Contractor shall follow competitive procurement practices.

6. INVOICING AND PAYMENT

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

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

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

6.2 The Contractor shall invoice the Department using the Vendor Request for Payment form and an invoicing tool. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice. The Contractor shall indicate an invoice number for each invoice submitted in the following format: PHIGmmyy. For example, an invoice submitted for the month of March 2023 would

have the following invoice number PHIG0323. The Department will provide the Vendor Request for Payment form and invoicing tool to the Contractor.

6.3 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

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

6.5 The Contractor shall submit invoices and reports to:

Missouri Department of Health and Senior Services
Division of Community and Public Health/Center for Local Public Health Services
P.O. Box 570
Jefferson City, MO 65102-0570
Email: CLPHSCONTRACTS@health.mo.gov

6.6 The Contractor shall submit the final invoice no later than December 30, 2027. The Department shall have no obligation to pay any invoice submitted after the due date.

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

6.8 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.

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

6.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

6.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services

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

6.11 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.

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

7. AMENDMENTS

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

8. RENEWALS

8.1 The 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.

9. MONITORING

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

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

10. DOCUMENT RETENTION

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

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

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

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

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

11. CONFIDENTIALITY

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

11.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

12. LIABILITY

12.1 The Contractor shall understand and agree that the Department 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.

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

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

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

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

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

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

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

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

14. AUTHORIZED PERSONNEL

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

14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

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

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

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

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

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

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

15. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

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

15.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

15.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

15.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (https://revisor.mo.gov/main/OneSection.aspx?section=34.600) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

16. TERMINATION

16.1 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:

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

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

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

16.1.4 By request of the Contractor.

16.2 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.

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

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

16.3 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.

17. SUBCONTRACTING

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

17.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/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, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

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

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

17.3 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.

17.4 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.

17.5 **REQUIREMENTS FOR FEDERAL ARPA SFRF**

17.5.1 The Contractor shall understand and agree that the contract involves the use of Federal American Rescue Plan Act (ARPA) State Fiscal Recovery Fund (SFRF) funds and the Contractor must comply with Exhibit 3, which is attached hereto and incorporated by reference as if fully set forth herein.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

2.3.2 Collecting a certification from that person; or

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

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

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

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

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

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

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

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

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

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

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

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

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

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

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

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. 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.

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 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If 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. http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

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

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 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 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

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

1.11 The Contractor shall provide its 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.

SUBRECIPIENT SPECIAL CONDITIONS

1.12 Equipment

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

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

Appendix 1: Sample Activities for Component A

This appendix lists the Key Activities for Strategies A1 – A3 of Component A, OE22-2203. The Key Activities are broad by design and intended to provide recipients with maximum flexibility to meet their needs. Below each Key Activity is a list of sample activities for recipients to consider. Recipients are encouraged to think creatively about the types of activities they would like to support with this funding and are not restricted to the sample activities included in this appendix. State recipients should consider these sample activities for their own agency as well as for work that could be done to support local health departments and tribes. There are no sample activities provided for Component B.

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Strategy A1: Workforce

There are six Key Activities included in Component A, Strategy 1. Below each of these Key Activities are sample activities for recipients to consider for their own agency. Recipients are encouraged to think creatively about the types of activities they would like to support with this funding and are not restricted to the sample activities included in this appendix. Statewide recipients should also consider this a sample list of activities to support in local health departments and tribes, to strengthen the workforce of public health systems.

A1.1. Recruit and hire new public health staff.

a. Conduct systematic workforce needs assessments to identify priority needs now and, in the future.

b. Expand and improve recruitment efforts to reach wide and diverse pools of potential applicants, particularly through partnerships with relevant institutions.

c. Change application and selection methods and provide training to reduce unconscious or conscious negative biases and to improve fairness.

d. Create new job descriptions to better meet needs.

e. Revise job pay scales.

f. Establish, expand, and use a range of mechanisms to rapidly hire public health staff, including direct hire mechanisms (term-limited and not), formal agreements or contracts with staffing agencies, as well as partnerships with community-based organizations, academic institutions including minority-serving institutions (e.g. HBCUs, HACUs, etc.), and other local, state, and national partners that may provide efficient and effective ways to supplement the public health workforce.

g. Offer a range of hiring incentives to attract new talent, including hiring or other bonuses, student loan repayment, moving expenses, remote work, and telework.

h. Work with and recruit from the Public Health AmeriCorps program, Preventive Medicine Residencies, and other programs that provide a pathway into public health as a career.

i. Establish or expand internships, fellowships, apprenticeships, and related programs for entry-level staff and mid-level staff.

j. Establish or strengthen programs that provide capacity for surges in public health staffing as needed, in response to emergencies or outbreaks.

k. For jurisdictions with Native American Tribes, consider hiring a Tribal Liaison Director preferably from a Tribal community.

l. Hire health education specialists, instructional designers, and other staff with training development skills to support the training needs of public health staff.

A1.2. Retain public health staff.

a. Identify and use hiring mechanisms to effectively transition staff from one type of contract or mechanism to a new one, to maintain continuity of service.

b. Offer a range of retention incentives, including bonuses, student loan repayment, benefits, moving expenses, remote work, and telework.

c. Revise the terms or classification of existing jobs or job series to allow for increases in pay or benefits.

d. Create or expand new promotional opportunities and leadership tracks.

Appendix 1 3

e. Establish or strengthen supportive services available to the workforce, to provide additional flexibility to help balance work-life responsibilities and maximize hybrid work opportunities.

A1.3. Support and sustain the public health workforce.

a. Expand employee well-being programs to address burnout, work-life balance, and job satisfaction.

b. Adopt new evidence-based workplace programs that support staff emotional and physical well-being.

c. Review and strengthen workplace policies that support staff emotional, mental, and physical well-being.

d. Strengthen employee engagement programs and methods.

e. Expand employee involvement in professional networks and in relevant support groups.

f. Strengthen and conduct staff viewpoint surveys and other ways to assess staff experiences and attitudes to better understand areas for improving workplace culture and practices.

g. Share and use employee input in strategic planning and other workplace and workforce initiatives.

h. Implement sabbatical programs that allow staff to reset and learn, while remaining in the workforce.

A1.4. Train new and existing public health staff.

a. Conduct training needs assessments of existing and new staff to identify priority areas for training investments.

b. Establish or expand contracts or partnership with training partners to add training offerings that meet CDC quality training standards across a wide range of needs.

c. Revise and upgrade existing training programs to improve their quality or relevance.

d. Establish or expand contracts or partnership with accreditation providers to offer continuing education credits to help staff maintain licensures and certifications.

e. Create or enhance incentive programs for staff to seek and complete training or to mentor peers.

f. Establish or revise training tracks or certificate programs to incentivize and guide staff who seek to build deeper skillsets in a particular area.

g. Establish or expand leadership development programs for staff who demonstrate leadership potential or are in management positions.

h. Support staff to enroll in trainings offered through academic or other institutions, including support for travel.

i. Establish follow-up support programs that provide opportunities for continued learning after trainings, such as job-aids, coaching, and communities of practice.

j. Strengthen training evaluation capacity.

k. Promote learning opportunities through a variety of channels.

A1.5. Strengthen workforce planning, systems, processes, and policies.

a. Create or revise a comprehensive workforce development strategy.

Appendix 1 4

a. Create workforce development boards and other new organizational structures and teams, to guide and implement a comprehensive workforce development strategy.

b. Create or modify staff positions within the organization to focus on key crosscutting workforce issues, such as staff engagement; diversity, equity, inclusion, and accessibility; succession planning and career pathways; and workforce science and forecasting.

c. Catalyze the collection and use of workforce data, to guide workforce planning, development, management, and forecasting.

d. Upgrade human resource and other information systems and improve interoperability among systems.

e. Refresh online recruitment and hiring portals to be more user friendly, useful, and modern.

f. Purchase, maintain, and improve workforce training systems including annual subscription costs for using the TRAIN Learning Network.

g. Strengthen policies related to hybrid work environments, telework, and related requirements to maximize flexibility to hire and retain talent.

h. Identify opportunities to modify or amend internal policies that might hinder internal workforce development practices (e.g., improving recruitment and selection procedures, cross-training opportunities).

i. Identify opportunities to educate policy makers about state, local, or territorial policies, to better meet workforce development needs of the recipient or the public health sector as a whole (e.g., addressing inflexible hiring, firing, and salary rules or rigid criteria for eligibility for promotion).

j. Conduct quality improvement on existing systems or processes to identify areas ripe for change and track outcomes associated with changes made.

k. Strengthen partnerships with relevant labor unions to discuss opportunities for collaboration and for improving workplace conditions.

l. Establish or strengthen partnerships with human resource and other organizational systems experts to provide advice and support for strengthening.

A1.6. Strengthen support for implementation of this grant.

a. No sample activities are provided for this Key Activity.

Strategy A2: Foundational capabilities

There are seven Key Activities included in Component A, Strategy 2. Below each of these Key Activities are sample activities for recipients to consider for their own agency. Recipients are encouraged to think creatively about the types of activities they would like to support with this funding and are not restricted to the sample activities included in this appendix. Statewide recipients should also consider this a sample list of activities to support in local health departments and tribes, to strengthen foundational capabilities and the ability to meet national accreditation standards at the local level.

Appendix 1 5

A2.1. Strengthen accountability and performance management, including accreditation.

a. Support all efforts required to apply for public health department accreditation or reaccreditation through the Public Health Accreditation Board (http://www.phaboard.org); this may include contracting or hiring for support to help with accreditation readiness efforts, support for accreditation fees, or relevant training or technical assistance.

b. Support efforts required to address identified gaps or areas for improvement identified through the accreditation process and in accreditation reports, for those health departments that are accredited or in the process of seeking accreditation or reaccreditation.

c. Establish and/or support statewide activities that advance the ability of local health departments to meet national accreditation standards, participate in the Pathways Recognition program, and seek or maintain accreditation, which can include the developing and delivering training and technical assistance, developing and implementing an accreditation learning community to share best practices, and fostering peer-to-peer support.

d. Develop and maintain a performance management system, which may include procuring appropriate performance management software, to monitor achievement of organizational objectives.

e. Develop processes to identify and use evidence-based and/or promising practices when implementing new or revised processes, programs and/or interventions at the organizational level.

f. Procure external contract assistance and establish partnerships to improve or maintain an organization-wide culture of continuous quality improvement and the organizational use of quality improvement tools and methods.

g. Develop and improve recruitment, retention, and succession planning of a qualified and diverse workforce; training based on workforce competencies; and performance evaluation and accountability of the workforce (see also Strategy A1 Workforce, which can also be used to support this work).

h. Develop a workforce surge plan with actual processes, MOU's and/or contracts put in place with a staffing agency or agencies with the proven experience and track record for hiring and deploying qualified and expert staff for any public health all-hazards emergency within 45 days of the emergency declaration (e.g., The Hurricane Response Hub initiative) (see also Strategy A1 Workforce, which can also be used to support this work).

i. Develop a workforce development plan that assesses workforce capacity and gaps using recognized staff competencies and includes strategies for action (see also Strategy A1 Workforce, which can also be used to support this work).

A2.2. Strengthen organizational competencies addressing information technology, human resources, financial management, contract, and procurement services.

a. Upgrade human resource and other administrative information systems, which may include software and hardware, and improve interoperability.

Appendix 1 6

a. Develop standard policies and practices for the efficient and effective use of bona fide agents or an administrative partner. https://www.cdc.gov/publichealthgateway/grantsfunding/expediting.html

b. Upgrade and/or improve the financial management, contract, and procurement systems and services, including facilities and operations by updating or improving systems that maintain a high quality of budgeting, auditing, billing, and financial system and chart of expense and revenue accounts in compliance with federal, state, and local standards and policies.

c. Improve all systems and processes to procure, maintain, and manage safe facilities and efficient operations. Including streamlining procurement processes when possible.

d. Develop policies, practices and tools to improve the management of financial, information management, and human resources effectively.

e. Advance information technology services, including privacy and security by maintaining and procuring the hardware and software needed to access electronic health information and to improve the department's operations and analysis of health data.

f. Develop policies and practices that will improve financial systems that will allow department-wide use and accountability for innovative financing strategies, such as braiding and layering funds from multiple funding sources to focus on social determinants of health and other health equity initiatives.

g. Develop policies and practices to include an equity lens in contracting, purchasing, and budgeting procedures; implementing processes to consider power in internal decision making; or integrating equity concepts in human resources policies.

A2.3. Enhance communications.

a. Improve, develop, and implement strong communications capability and products

b. Work with partners in developing culturally/linguistically relevant and responsive communication products and strategies.

c. Develop and use health communication strategies to support prevention and well-being, including collaborating.

d. Develop or enhance the department's ability to use social media platforms, which may include hiring a communications firm to establish/advance the department's social media presence.

e. Procure, upgrade or maintain communication technologies needed to interact with community residents in a timely manner, as well as establish and maintain ability to transmit and receive communications to and from the public on a 24/7 basis.

f. Provide information on public health issues and public health functions through multiple methods, languages, and media to a variety of audiences. This may include support for a public information officer role and/or media training for health department staff.

A2.4. Enhance or increase policy development and legal services and analysis.

a. Develop and implement strong policy development and support capabilities.

b. Invest in legal services and analysis to access and appropriately use legal services in planning, implementing, and enforcing public health initiatives, including relevant administrative rules and due process.

c. Create, champion, and implement policies, plans, and laws that impact health.

d. Promote compliance of affected individuals or organizations with public health laws including through communication, education, and training.

e. Conduct assessment of existing public health policies and their impact on social and structural determinants of health, generating data to inform health equity decision-making.

A2.5. Strengthen community partnership development and engagement.

a. Set up processes and systems to better collaborate with behavioral health partners and experts by funding behavioral health services in medically underserved communities as appropriate.

b. Support efforts to create, convene, and sustain strategic, non-program specific relationships with key health-related organizations; community groups or organizations representing populations in U.S. communities that have been economically or socially marginalized, are located in rural geographic areas, are composed of people from racial and ethnic minority groups, are medically underserved, and are disproportionately affected by COVID-19 or other priority public health problems; private businesses and health care organizations; and relevant federal, tribal, state, and local government agencies and non-elected officials.

c. Provide forums and opportunities for direct access, conversation, and engagement with communities and populations to identify and understand key health needs, gaps, and opportunities.

d. Support leadership efforts to convene external partners to consensus, with movement to action, and to serve as the trusted public face of governmental public health in the department's jurisdiction.

e. Participate in or lead a cross-sector collaborative process resulting in a comprehensive state/community health assessment (nationally recognized frameworks and tools such as Mobilizing for Action through Planning and Partnerships, County Health Rankings, and Healthy People, can be used to inform or conduct these assessments).

f. Develop and implement cross-sector state/community health improvement plans based on comprehensive community health assessment; nationally recognized frameworks and tools should be used to develop these plans.

g. Engage with the public health system and the community in identifying, prioritizing, and addressing key health needs through collaborative processes.

h. Engage with partners in the health care system to assess and improve health service availability and access.

i. Develop and implement multisector or system strategies to increase access to social services.

a. Build relationships with educational programs that promote the development of future public health workers, including partnerships to create pathways into the public health workforce.

b. Connect communities to services that support the whole person by providing robust linkages and navigation for community resources, which can include partnerships with healthcare in conducting social and structural determinants of health screening.

c. Support and resource local health department's ability to strengthen and deliver environmental health services, which can include delivering technical assistance and training, and providing timely and locally relevant information on environmental public health threats.

A2.6. Improve equity and organizational competencies addressing leadership, governance, and strategic planning.

a. Support all efforts to strategically coordinate health equity programming and practice at all levels, through a strategic vision and/or subject matter expertise which can lead and act as a resource to support such work across the department.

b. Conduct a department-wide strategic planning process, which may include hiring a facilitator external to the department or organization.

c. Support organizational improvement efforts, including reorganization processes or efforts to explore cross-jurisdictional sharing, which may be put in place to better align the agency processes, resources, and capabilities to meet today's public health needs.

d. Develop policies that foster accountability and transparency within the organizational infrastructure to prioritize equity, ethical practice, decision-making, and governance.

A2.7. As appropriate, implement plans to transition from COVID-19 emergency response and other emergency response and preparedness projects.

a. No sample activities are provided for this Key Activity.

Strategy A3: Data Modernization

There are six Key Activities included in Component A, Strategy 3. Below each of these Key Activities are sample activities for recipients to consider for their own agency. Recipients are encouraged to work closely with CDC on any activities they may want to implement that are not included in this appendix. Statewide recipients should also consider this a sample list of activities to support in local health departments and tribes, to strengthen data modernization efforts.

A3.1. Identify a data modernization director and supporting team.

a. Identify enterprise-wide steering committee to guide assessment, planning and implementation of identified priority activities.

b. Expand departmental policies, procedures, and practices to orient towards an agile procurement, planning and implementation approach for DMI implementation.

c. Engage contractors with technology, assessment, planning, system design, and implementation expertise to support activities, if needed.

Appendix 1 9

A3.2. Assess and report the current capacity, gaps, and opportunities to modernize the public health data infrastructure and workforce.

a. Complete required assessment outlining current capacity, gaps and opportunities. CDC has an assessment tool available for use by jurisdictions.

A3.3. Create implementation plans

a. Identify enterprise-wide vision and goals for data modernization. Reference the CDC-developed "north star" vision for public health data infrastructure.

b. Define technical standards for tools and services needed to achieve data modernization vision.

c. Incorporate services and resources available from CDC, other jurisdictions, public health partners, health care partners, and city/county/state governmental infrastructure.

d. Plan towards iterative outcomes that first focus on addressing problems of highest public health value and lowest technical complexity.

e. Utilize agile-focused methodologies to develop implementation plans that can be quickly implemented, are flexible and adaptable, and whose lessons learned can readily propagate and scale successes.

A3.4. Implement developed work plans to realize data infrastructure enhancements and improvements.

a. Implement agile-focused work plans to address prioritized areas of focus. Domain areas of focus can include, but are not limited to, the following areas: o Data Exchange and Systems Interoperability

- o Data and IT Governance
- o Data Analytics, Visualization, and Dissemination
- o Data Standardization and Linkage
- o System Security and Data Protection
- o Process Automation
- o Achieving Efficiencies

A3.5. Accelerate implementation by proposing innovative modernization projects to enhance data quality, exchange, dissemination, and use.

a. There are no sample activities provided for A3.5. Refer to A3.4. for areas that can be accelerated.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

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

8. Transactions

Contract Expenditures:

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

Match Requirements (if required by the contract):

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

9. Remarks: Attach any explanations deemed necessary.

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

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

MO 580-3091 (10-2022)

Joplin City Health Department

Completed By:	Ryan Talken	Date Completed:	7/17/2023
Contact Email:	RTalken1@joplinmo.org	Contact Phone Number:	417-623-6122

Infrastructure Contract Budget

		Budget Amount		Amount allowed for Indirect
Total Contract Amount		$ 239,050.00		
Programmatic Operational Expenses (can be included in indirect)				
Personnel Services		$ 138,630.00		$ 138,630.00
Fringe Benefits		$ 92,420.00		$ 92,420.00
Travel		$ 1,000.00		$ 1,000.00
Supplies		$ 7,000.00		$ 7,000.00
Other		$ -		$ -
Contractual				
Subcontract #1	$ -			$ -
Subcontract #2	$ -			$ -
Subcontract #3	$ -			$ -
Subcontract #4	$ -			$ -
Subcontract #5	$ -			$ -
Subcontract #6	$ -			$ -
Contractual Total		$ -	Total	$ 239,050.00
Indirect (Administrative) Percent	0%			
Indirect (Administrative) Total		$ -		
Total Programmatic Operational Expenses		$ 239,050.00		
Additional Expenses (cannot be included in indirect)				
Equipment		$ -		
Rental/Lease Costs		$ -		
Participant support costs		$ -		
Tuition remission/scholarships/fellowships/student loan repayment		$ -		
Capital expenditures		$ -		
Total Additional Expenses (cannot be included in indirect)		$ -		
Total Contract Budget		$ 239,050.00		
Surplus/(Deficit)		$ -		

Budget Narrative/Justification

Programmatic Operational Expenses

Personnel Services - include name, title, role, salary or hourly rate

New posiiton Worksite Wellness Program Coordinator or similar title. Expected Salary range $45,440 to $69,143 Annually. Position will be City of Joplin Health Department Employee. Job duties will inlcude point person for programs designed to improve mental and physical health outcomes for all City of Joplin employees and their families.

Fringe Benefits - include fringe benefits as either a percentage or hourly rate for personnel listed above

Fringe Benefits calculated 40% of salary. Fringe benefits include health insurance, workmans compensation, FICA, LAGERS retirement, Life Insurance, Dental and Disability.

Supplies - include all supply purchases including general office supplies, paper, pens, toner cartridges and program supplies, etc.

Supplies will include general office supplies, Office Furniture, Computer. No single item above $5000.

Travel - include all travel anticipated and include hotel, meals, and mileage according to agency policy or CONUS rate (whichever is lower)

General Work related travel, conferences and seminars

Other - include any other expenditures that cannot be classified above and include expense details (quantities, unit price, etc.)

Contractual -include contractor name, period of performance, method of accountability, scope of work, estimated amount

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

The contractor is entitled to charge their negotiated rate. If you have an approved negotiated rate please contact CLPHSCONTRACTS@health.mo.gov as we will need to modify this document to allow the proper calculation of Indirect Cost. In lieu of using their federally negotiated indirect cost rate or if you do not have an approved federally negotiated rate, the contractor may opt to accept an indirect cost rate up to 10% of the modified total direct costs or the contractor may waive charging indirect costs. The alternative method cannot result in more indirect earnings for the contractor than their negotiated rate If taking less than 10% MTDC for indirect please enter the percent into cell

Additional Expenses

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000, include items, unit price, and quantity

0

Rental/Lease - include monthly or yearly cost and rental/lease period

0

Participant Support Cost means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects.

0

Tuition Remission/Scholarship and Fellowship - include description of degree and/or program and costs

$0.00

Capital Expenditures means expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

$0.00

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

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Local Public Health Agency Infrastructure (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

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

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

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

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

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

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

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

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*

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

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

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Section 34.600, RSMo, defines the following terms:

> **Company** - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.
>
> **Boycott Israel** and **Boycott of the State of Israel** - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

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

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

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

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

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Entity Name Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

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

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Company Name Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

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

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Company Name Date

EXHIBIT 3

TERMS AND CONDITIONS FOR CONTRACTOR RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. Use of Funds: Joplin City Health Department ("Contractor") understands and agrees that the funds disbursed under this contract may only be used in compliance with section 602(c) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury ("Treasury")'s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement.

Period of Performance: The period of performance for this award begins on the date hereof and ends no later than December 31, 2026. Contractor may use funds provided under this agreement to cover eligible costs incurred during the period of performance, but no later than December 31, 2024.

Reporting: Contractor agrees to comply with any reporting obligations established by Treasury or the State of Missouri ("State"), as it relates to this agreement. Those reporting obligations shall include, without limitation, the following:

Maintenance of and Access to Records: Contractor shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. Contractor shall also maintain records and financial documents: 1. sufficient for the State, with respect to Contractor's participation in this agreement, to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Contractor's participation in this agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Contractor in order to conduct audits or other investigations or reviews. Records shall be maintained by Contractor for a period of five (5) years after the end of the period of performance. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Contractor's obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents:

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this agreement.

Compliance with Applicable Law and Regulations: Contractor agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Contractor also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this agreement.

Federal regulations applicable to this agreement include, without limitation, the following:

i. If the amount of this agreement is expected to equal or exceed $25,000, or if this agreement is for federally-required audit services, OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

ii. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

iii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and

iv. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this agreement include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. For local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Contractor's receipt of this funds under this agreement, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of funds under this agreement in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Contractor's acts or omissions respecting this agreement. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Contractor's receipt of funds under this agreement or to recoup such funds in whole or in part, under this agreement or other applicable law.

Hatch Act: Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this agreement must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this agreement; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Contractor shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Contractor's debt to the State. Debts owed by Contractor to the State must be paid promptly by Contractor. A debt owed the State by Contractor under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Contractor knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Contractor.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this agreement.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is hereby encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles, and to encourage any subcontractors to do the same.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Contractor to adopt and enforce policies that ban text messaging while driving, and to encourage any subcontractors to do the same.[1]

II. By entering into this agreement, Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Contractor acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Contractor's programs, services, and activities.

Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d* et seq.*, as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.*

Contractor shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is,

[1] Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

Contractor shall comply with information requests, on-site compliance review, and reporting requirements.

Contractor shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Contractor shall provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Contractor and the administrative agency that makes any such finding. If Contractor settles a case or matter alleging such discrimination, Contractor must provide to the State documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, Contractor shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Contractor is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Contractor.[2]

_____ Date: _____

Signature of Authorized Representative

_____

Printed Name of Authorized Representative

III. This agreement shall be conducted in accordance with the standards set forth at 2 C.F.R. §§ 200.317 through 200.327, as applicable. Pursuant to 2 C.F.R. § 200.327 and Appendix II to Part 200 of Title 2 of the C.F.R.:

i. Contracts for more than $250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

ii. All contracts in excess of $10,000 must address termination for cause and for convenience by the State, including the manner by which it will be effected and the basis for settlement.

[2] Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021.

iii. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

iv. When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

v. Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.[3]

vi. If the State or Contractor wishes to enter into a contract or subcontract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the State's award of ARPA funds or this agreement, the State and/or Contractor must comply with the requirements of 37 C.F.R. Part 401,

[3] Additionally, "in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in [29 C.F.R.] § 5.1," 29 C.F.R. § 5.5(c) requires that another clause be included "in any such contract," *id.* For language appropriate to construction of this additional clause, see 29 C.F.R. § 5.5(c).

"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

vii. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

viii. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This requirement applies when the amount of the agreement is expected to equal or exceed $25,000, or if the agreement is for federally-required audit services. 2 C.F.R. § 180.220.

ix. Contractors that apply or bid for an award exceeding $100,000 must file the certification required by 31 U.S.C. § 1352, the Byrd Anti-Lobbying Amendment. Under that law, each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. 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.

x. A non-federal entity 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, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1. competitively within a timeframe providing for compliance with this agreement's performance schedule; 2. meeting this agreement's performance requirements; or 3. at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

xi. Pursuant to Pub. L. No. 115-232, H.R. 5515 (115th Congress, 2018), and 2 C.F.R. § 200.216, funds provided by this agreement shall not be obligated or expended to: 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a contract) to

procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For purposes of this prohibition, "covered telecommunications equipment or services" has the meaning as set forth at Sec. 889(f)(3) of Pub. L. No. 115-232. *See also* 2 C.F.R. § 200.216.

xii. Pursuant to 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this provision: 1. "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. 2. "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR 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 #	54258	**State:** 0% $0.00	**Federal:** 100% $239,050.00
Contract Title:	LOCAL PUBLIC HEALTH AGENCY INFRASTRUCTURE		
Contract Start:	8/1/2023 **Contract End:** 11/30/2027	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT		

CFDA: 93.967	**Research and Development:** N
CFDA Name:	CDC'S COLLABORATION WITH ACADEMIA TO STRENGTHEN PUBLIC HEALTH
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES; CENTERS FOR DISEASE CONTROL AND PREVENTION
Federal Award:	1NE11OE000072-01, 6NE11OE000072-01
Federal Award Name:	STRENGTHENING U.S. PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, AND DATA SYSTEMS
Federal Award Year:	2023 **DHSS #:** OE00007201A1 **Federal Obligation:** $239,050.00

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

Project Description:

Contractor shall use funds to establish, expand, train and sustain public health workforce.

COUNCIL BILL NO. 2023-454 ORDINANCE NO.

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing August 1, 2023 and running through November 30, 2027, for the amount of up to Two Hundred Thirty-Nine Thousand, Fifty Dollars and No Cents ($239,050.00), to enable the Health Department to establish, expand, train and sustain the public health workforce, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health Department, to sustain a public health workforce to provide services to residents of Joplin, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 2nd day of October, 2023, by a vote of

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney