



**Missouri Department of Social Services Division of  
Finance & Administrative Services  
Invitation for Bid (IFB)**

**Amendment No: 002**

**Issue Date: March 14, 2025**

**IFB #: SDA54425001**

**Title: Foster Care and Adoption Resource Services, Training, and Consultation Services**

**Contract Period: Date of Award through June 30, 2026**

**Return Bid to: E-Mail: [DFAS.DSSContracts@dss.mo.gov](mailto:DFAS.DSSContracts@dss.mo.gov)**

**Mail: Missouri Department of Social Services**

**Division of Finance & Administrative Services-Procurement Unit**

**3418 Knipp Drive, Suite A2, P.O. Box 1643**

**Jefferson City, MO 65109, 65102**

**Phone #: (573) 751-7036**

**Services to be purchased by Missouri Department of Social Services, Children's Division.**

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 The undersigned hereby agrees to provide the services or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding contract shall exist between the contractor and the Department of Social Services. The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 2 CFR 180) are not suspended or debarred by the federal government. The contractor is responsible to ensure that they and any person providing direct services under the contract meet all requirements stated herein.

**SIGNATURE REQUIRED**

|                       |                                                                       |
|-----------------------|-----------------------------------------------------------------------|
| CONTRACTOR NAME       | MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) |
| MAILING ADDRESS       |                                                                       |
| CITY, STATE, ZIP CODE |                                                                       |

|                |               |
|----------------|---------------|
| CONTACT PERSON | EMAIL ADDRESS |
| PHONE NUMBER   | FAX NUMBER    |

CONTRACTOR TAX FILING TYPE WITH IRS (CHECK ONE)

Corporation  
  Individual  
  State/Local Government  
  Partnership  
  Sole Proprietor  
  IRS Tax-Exempt

|                      |       |
|----------------------|-------|
| AUTHORIZED SIGNATURE | DATE  |
| PRINTED NAME         | TITLE |

**Notice of Award (State Use Only):**

This contract is accepted in its entirety by the Department of Social Services as follows:

  
  

\_\_\_\_\_

Authorized Signature for the Department of Social Services

\_\_\_\_\_

Date

  

**Contract #:**

**AMENDMENT #002 to IFB SDA54425001**

TITLE: Foster Care and Adoption Resource Services, Training, and Consultation Services

CONTRACT PERIOD: Date of Award through June 30, 2026

PLEASE BE ADVISED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:

1. Paragraph 1.3.1 b. is REVISED
2. Paragraph 1.3.1 c. is REVISED
3. Paragraph 1.3.1 d. is REVISED
4. Paragraph 3.1.1 is REVISED
5. Paragraph 3.1.2 d. 3) is REVISED
6. Paragraph 3.1.3 is REVISED
7. Paragraph 3.1.3 c. 1) is REVISED
8. Paragraph 3.1.3 e. is REVISED
9. Paragraph 3.2.6 is REVISED

## **Invitation to Bid (IFB) Organization:**

This document is divided into the following parts:

- Section 1: Introduction and General Information
  - Section 2: Scope of Work
  - Section 3: Scope of Work – Foster Care and Adoption Resource Services
  - Section 4: Scope of Work – Foster Care Training Services for Foster/Adoptive Resource Providers Serving Children with Elevated Behavioral and Emotional Needs
  - Section 5: Scope of Work – Foster Care Consultation Services for Foster/Adoptive Resource Providers Serving Children with Elevated Behavioral and Emotional Needs
  - Section 6: Scope of Work – Foster Care Trauma Curriculum In-Service Training for Foster/Adoptive Resource Providers Serving Children with Elevated Behavioral and Emotional Needs
  - Section 7: Miscellaneous Contractual Requirements
  - Section 8: Contractual Requirements
  - Section 9: Bid Submission Information and Requirements
- 
- Attachment A: DSS-Children’s Division Regional Offices
  - Attachment B: Children’s Division’ Administrative Regions and Judicial Circuits Statewide
  - Attachment C: Recruitment Licensure/Approval, and Retention of Missouri Resource Homes
  - Attachment D: Liaison Protocol for Approving Foster Care/Adoptive Resource Services, Training, and Consultation (FCARSTC) contractors to provide Train the Trainer for their own personnel
  - Attachment E: Reimbursements Related to Training Attendance
  - Attachment F: Business Associate Agreement
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- Exhibit #1: Pricing Page
  - Exhibit #2: Current/Prior Experience Verification
  - Exhibit #3: Relevant Litigation, Pending Investigation, Assessment, Substantiated Findings
  - Exhibit #4: Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
  - Exhibit #5: Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
  - Exhibit #6: Registration of Business Name (if applicable) with the Missouri Secretary of State
  - Exhibit #7: Anti-Discrimination Against Israel Act Certification

Terms and Conditions

**Exhibits:** The vendor is also advised that the attachments to this document referenced above provide additional requirements, information, and instruction.

# 1 INTRODUCTION AND GENERAL INFORMATION

## 1.1 Introduction:

1.1.1 This document constitutes an Invitation for Bid (IFB) for the purchase of the provision of foster care and adoption resource services, training, trauma training and consultation (FCARSTC) services as set forth herein.

1.2 The Department of Social Services, Children Division (hereinafter referred to as the Department) contracts for these services under the authority of a Special Delegation of Authority (SDA544) issued to the Department by the Missouri State Office of Administration.

## 1.3 Available Documentation:

### 1.3.1 REVISED PER AMENDMENT 002

1.3.1 The following documentation, which is referenced herein, is available for review on the internet at the following websites:

- a. Conducting Initial Screening Consultation Process Assessment - Information can be found at the following electronic link in the child welfare manual at [Section 6, Resource Development, Chapter 3 \(Resource Family Assessment and Licensing\) – DSS Manuals \(mo.gov\)](#).
- b. Assessment Outline - Information can be found at the following electronic link in e-forms: [CD-28 Home Assessment](#).
- c. Renewal Reassessment Outline - Information can be found at the following electronic link in e-forms: [CD-29 Renewal Home Assessment](#).
- d. Guide for Conducting Renewal Reassessments - Information can be found at the following electronic link in the child welfare manual at [Section 6, Chapter 3 \(Resource Family Assessment and Licensing\) Subsection 2 – \(License Maintenance\) – DSS Manuals](#).
- e. Pre-service and In-service Training for Providers who work with Children with Elevated Behavioral and Emotional Needs – Information can be found at the following electronic link in the child welfare manual at [Section 6, Resource Development, Chapter 2 \(Resource Provider Training\) – DSS Manuals \(mo.gov\)](#)

## 1.4 Background Information:

1.4.1 The mission of the Department of Social Services is to “Empower Missourians to live safe, healthy, and productive lives”.

1.4.2 The intent of this IFB is to solicit training and consultation services for foster care and adoptive parent(s) services. Those services include: (1) foster care and adoption resource services, (2) foster care training services for resource providers serving children with elevated behavioral and emotional needs, (3) foster care consultation services for resource providers serving children with elevated behavioral and emotional needs, and (4) foster care trauma curriculum in-service training for resource providers serving children with elevated behavioral and emotional needs. The Department will use the training and consultation services to screen, train, assess, and reassess foster care and adoptive parent(s) (hereinafter referred to as resource providers) in competency-based skills. The training and consultation services will enable resource provider(s) to provide safe and secure homes for children in the legal care and custody of the Department.

- a. Resource providers will be trained to provide placement for children who are identified to have elevated behavioral or emotional problems. The Department currently identifies these foster care placements as Level A Foster Care and Level B Foster Care. The purpose of these foster care programs is to better serve these children and their families in a family and community-based setting through well-educated and trained foster care parents.
- b. Consultation and technical assistance may be provided to resource providers serving children with elevated behavioral and emotional needs.

- c. Training will also include a foster care and adoptive trauma specific curriculum.
- 1.4.3 As a result of this effort, the Department intends to increase its capacity of licensed foster parents or approved adoptive parents of children in the legal custody of the Department. By utilizing community resources more actively and appropriately, children in the custody of the Department will benefit from a distinct program effort.
- 1.4.4 The Department desires to secure services for resource providers who have been recruited by the Department to provide services to children in out-of-home care. The Department intends to purchase services through independent providers including, but not limited to, training and assessment services in an effort to increase the Department's capacity of qualified individuals/families who can meet the placement needs of children in the legal custody of the Department throughout the State of Missouri.
- 1.4.5 The Department desires to provide training to resource providers to become trauma aware in order to provide successful parenting to children.
- 1.4.6 For a listing of all Department offices by administrative region, refer to Attachment A.
- 1.4.7 The CD Management Report, a listing of children's services provided by region, has information available about children in foster care and may be found on the internet at [Missouri Children's Division Management Report | Missouri Department of Social Services \(mo.gov\)](#).
- 1.4.8 Information about the Family Centered Practice Model of the Department can be found on the internet at: [Section 1, Chapter 1 \(Practice Model Overview\) – Overview – DSS Manuals](#).
- 1.4.9 Attachment B illustrates all state of Missouri counties and judicial circuits statewide.
  - a. The foster care and adoption resource services will be required for all judicial circuits not shaded in Attachment B for the recruitment, licensure, and retention of Missouri resource homes. A different contract exists for the recruitment, licensure, and retention of Missouri resource homes in the judicial circuits as shaded in the map for the Recruitment, Licensure/Approval, and Retention of Missouri Resource Homes Contract Circuits (Recruitment and Retention Contract), included as Attachment C.
  - b. The foster care training services for resource providers serving children with elevated behavioral and emotional needs are required for all judicial circuits not shaded on the map located on Attachment C for the recruitment, licensure, and retention of Missouri resource homes.
  - c. The foster care consultation services for resource providers serving children with elevated behavioral and emotional needs are required for all judicial circuits.
  - d. The foster care trauma curriculum in-service training for resource providers serving children with elevated behavioral and emotional needs is required for all judicial circuits not shaded on the map located on Attachment C for the recruitment, licensure, and retention of Missouri resource homes.
- 1.5 **Accuracy of Background Information:**
  - 1.5.1 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation for Bid.

## END OF PART ONE: INTRODUCTION AND GENERAL INFORMATION

## **2. GENERAL SCOPE OF WORK**

### **2.1 General Requirements:**

- 2.1.1 The contractor shall provide the following services, as identified in the SDA544 issued by the Department for the resource providers serving children:
- a. Foster care and adoption resource services for resource providers shall include, but not be limited to:
    - 1) Pre-service training and assessments; and
    - 2) In-service training and reassessments.
  - b. Foster care training services for resource providers serving children who the Department identifies as having elevated behavioral and emotional needs. Training shall include, but not be limited to, training for competency based foster care placement providers. The Department defines children with elevated behavioral and emotional needs as children with the following needs:
    - 1) Moderate to severe behavior problems; or
    - 2) In need of a family setting with greater structure and supervision than the traditional foster home placement, but do not require a more restrictive setting, such as residential care; or
    - 3) In need of individualized care which requires intensive individualized intervention; or
    - 4) In need of specialized care for children who have often had multiple placements in foster homes, residential facilities, or psychiatric hospitals.
  - c. Foster care consultation services for resource providers serving children who the Department identifies as having elevated behavioral and emotional needs. The consultation services shall include, but not be limited to:
    - 1) Foster care consultation;
    - 2) Technical assistance; and
    - 3) Family meetings for resource providers serving children with elevated behavioral and emotional needs.
  - d. Foster care trauma curriculum in-service training for resource providers serving children with elevated behavioral and emotional needs by specifically trained facilitators and using Department-approved curriculum.
- 2.1.2 The contractor shall provide all services in accordance with the provisions and requirements stated herein, on behalf of and at the sole request of the Department.
- a. The contractor shall be primarily working with a designated Department liaison who will be a Children's Division employee based at one of the Children's Division county or circuit offices. The Department will provide the contractor with the Department liaison name and telephone number.
  - b. The contractor shall provide all services in either a face-to-face or virtual format.
    - 1) The contractor may provide child care services for any in-person trainings.
  - c. The contractor shall provide services on an as needed, if needed basis as authorized in writing by the Department. In the event the contractor does not have qualified personnel available at the time the Department requests a specified service, the contractor may refuse to provide the service.
    - 1) The contractor's refusal to provide service must be in writing, indicate why services cannot be provided, and indicate when the service can be provided.
    - 2) The contractor must notify the Department within one (1) business day if qualified personnel are not available.

- 3) In the event the contractor has been unable to provide services on a too frequent basis, as determined by the Department, the contractor may be in breach of contract and subject to the remedies available, including cancellation of the contract.

### 2.1.3 Judicial Circuit(s)

- a. The contractor shall provide services in all counties within a judicial circuit(s).
- b. For judicial circuits not stated in the SDA544 that are adjacent to judicial circuits, if the Department determines a need for service which the awarded contractor for the adjacent judicial circuit is unable to provide, upon Department request, the contractor must:
  - 1) Provide the services for the adjacent judicial circuit(s), and
  - 2) The Department reserves the right to request that a contractor provide the services and serve the resource providers, Department personnel, and others referred by the Department for non-awarded, non-adjacent counties. The contractor may refuse to provide services for non-adjacent counties.
    - For the foster care and adoption resource services and foster care training services for resource providers serving children with elevated behavioral and emotional needs, the contractor shall not be required to provide service in the counties identified in Attachment C for the recruitment, licensure/approval, and retention of Missouri resource homes, specifically judicial circuits 3, 4, 5, 6, 7, 8, 9, 15, 16, 17, 18, and 43.
- c. The contractor shall provide all services in the geographic boundaries of the State of Missouri, unless otherwise approved in writing by the Department.

2.1.4 The contractor shall collaborate with the Department to provide services in the judicial circuit(s). The contractor and the Department shall work cooperatively to produce resource providers who are eligible and competent to provide safe, nurturing homes for children that are in the care and legal custody of the Department. The Department shall place an emphasis on children who are adolescents, members of sibling groups, members of a minority group, have serious emotional disturbances, are medically fragile, have other special needs, or any other children or youth as indicated by the Department.

- a. For purposes of this document, the term “special needs” is defined as minority racial or ethnic parentage; handicapping condition, physical or emotional; member of a sibling group of two or more siblings who are placed in the same adoptive home at the same time; a “guarded prognosis” indicating possible future problems related to the child’s condition or status at the time of adoptive placement; five (5) years of age or older; or the child has a history, which includes circumstances such as long-term out-of-home care, incest, or social or genetic complication in the family background, which provides other impediments to adoption as defined in 13 CSR 35-38.010.

2.1.5 The contractor must be available to perform training services in the evenings and on weekends.

2.1.6 The contractor shall provide services that are accessible to all persons to include those with special needs including, but not limited to: sight impairment, hearing and speech impairment, language barriers, and physical barriers and limitations.

- a. The contractor shall coordinate all special needs services (i.e., translator, interpreter) that may be required.
- b. The contractor shall be responsible for all costs associated with addressing any special needs and shall not be reimbursed by the Department. In no event shall the contractor charge a person for any reasonable accommodation his/her special needs may require.

2.1.7 Sections of this IFB reference timeframes and form completion with which the contractor must comply. In the event the timeframes or forms change, the contractor must comply with the most recent version of the Department’s policy. The contractor shall obtain approval in writing from the Department’s liaison for any requests to replace a form utilized by the Department. Within 30 calendar days of a change to policies,

timeframes, or forms, the Department liaison will provide the contractor with written notification of the change. The contractor shall not request approval to replace any forms the Department sends to the court.

- a. In the event of a discrepancy between the policies of the Department and federal or state law, the contractor shall comply with the federal or state law.
- b. Department forms referenced in the document may be found on the internet at: [eForms | Children's Division | Department of Social Services \(mo.gov\)](#).
- c. Department policy may be found in Child Welfare Manual, <https://dssmanuals.mo.gov/child-welfare-manual/child-welfare-manual-2019-update/>.

2.1.8 In the event the contractor has another contract with the Department to perform the services identified herein, such as the Foster Care Case Management contract, the contractor shall not duplicate/supplant the invoice for any costs associated with the development of foster/adoptive homes developed under the Foster Care Case Management contract or any other contract for the development/training/assessment of foster/adoptive parents for the State of Missouri. Additionally, the contractor shall not use monies received from the Department under the contract to supplant local funds or subsidize services provided to other agencies, organizations, or individuals.

2.1.9 The Department has allocated funds for the foster care/adoption resource services for children in the legal custody of the Department, including training, consultation, and foster care trauma curriculum in-service training. The Department estimates the total allocated amount of funds and may need to reduce the estimate due to appropriation. Additionally, the total allocation may be reduced (i.e. pro-rated) according to that portion of the year not included in the contract period.

- a. The Department reserves the right to limit the total amount of expenditures due to appropriation.

2.1.10 The contractor shall perform all services to the sole satisfaction of the Department.

2.1.11 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

## 2.2 **Contractor Qualifications:**

2.2.1 The contractor qualifications listed herein represent minimum standards.

- a. The contractor shall have three (3) years of experience providing services for social service agencies/programs.
- b. The contractor shall demonstrate the competencies necessary to effectively train, assess, consult and provide technical advice to resource provider applicants in the current Department approved training curriculum, as well as other competency-based curriculum designated and approved by the Department.

## 2.3 **Personnel Requirements:**

2.3.1 Qualifications for Personnel Providing Training and Assessment Services - The contractor's personnel assigned to the contract must meet the minimum qualifications stated below:

- a. Two (2) years of experience working with children and families in the direct delivery of social services in a public or private agency, preferably in the fields of foster care or adoption, and
- b. One of the following:
  - 1) A master's degree in social work, psychology, counseling, or a closely related clinical field from an accredited college, or
  - 2) A bachelor's degree in social work, psychology, counseling, or a related human service field from an accredited school if under the direct supervision of the contractor's administrator who is responsible for supervising personnel.



- For purposes of this IFB, related human service field shall include those professions which focus on improvement of societal and personal needs through the provision of behavioral healthcare services, vocational or educational counseling, or other similarly oriented services.
- c. Licensed resource providers who have had the Department required pre-service Train-the-Trainer training and who assist the contractor in co-training or as a co-assessor, must meet the minimum qualifications specified in the licensed resource provider's contract, Foster/Adoption Co-Training/Assessment Services.
- 1) Exception to Minimum Education Requirements for a Licensed Resource Parent - In lieu of the minimum education requirement stated above, a licensed resource parent may work for the contractor to write the home assessment and must, at minimum:
- Have a currently open resource home license issued by the State of Missouri;
  - Have been a licensed resource home for a minimum of five (5) years; and
  - Provide a letter of recommendation from a Department trainer.

### 2.3.2 Additional Personnel Requirements –

- a. Trainer Eligibility Training - Prior to providing service, the contractor and the contractor's personnel shall attend and complete trainer eligibility training provided by the Department for the contractor and contractor's personnel. The training is required by the Department in order for the contractor and the contractor's personnel to understand the process which resource provider applicants must complete before becoming resource providers. To determine dates of training and to schedule training, the contractor must contact the Department. The contractor and contractor's personnel shall only attend the trainer eligibility training with approval from the Department.
- 1) The Department may approve the contractor or other individuals to provide the Department-approved trainer eligibility training to the contractor's personnel who will provide services. The contractor shall be responsible for expenses for the contractor's personnel's attendance at the trainer eligibility training. The criteria for Department approval are identified in Attachment #4.
- b. Overview Session - If requested by the contractor and approved by the Department, the contractor's personnel performing the service required herein must attend an overview session conducted by the Department prior to the contractor's personnel performing training.

### 2.3.3 Qualifications for Administrators - The contractor's administrative personnel assigned to the contract must meet the minimum qualifications stated below.

- a. The contractor's administrators responsible for direct supervision of the services required herein shall have one of the following:
- 1) A master's degree in social work, counseling, social work administration, or a related human service degree from an accredited school and three (3) years of experience in the management or supervision of child placing or residential care personnel and programs; or
- 2) A bachelor's degree in social work or a related human service degree from an accredited school and five years of experience in the management or supervision of child placing or residential care personnel and programs.
- b. The contractor's administrators who are not responsible for direct supervision of the services required herein must have a minimum of a bachelor's degree from an accredited school, and two years of experience in child placing or residential care services.

### 2.3.4 Background Investigations –Unless exempt pursuant to 13 CSR 35-71.015 (1) (A), the contractor shall ensure the contractor's employees, interns, volunteers, and contracted personnel providing services under the contract meet and abide by the following requirements:

- a. Family Care Safety Registry - The contractor shall conduct a Family Care Safety Registry (FCSR) background investigation for all personnel providing direct services to children or families under the contract, prior to such personnel providing services and annually thereafter.
  - 1) The contractor shall register and submit all required information to the Family Care Safety Registry (FCSR). Information related to the FCSR can be found at <http://www.dhss.mo.gov/FCSR/>.
  - 2) In the event the FCSR background investigation results in any finding (s) of child abuse/neglect or criminal activity, the contractor shall review the information to determine the relevance of such finding to the services described herein.
  
- b. Fingerprint Check - The contractor shall submit fingerprints to undergo a criminal background check, as specified in section 210.487 RSMo, no later than thirty (30) calendar days from the initiation of the FCSR screening. Individuals must submit two (2) sets of fingerprints, one (1) to the Missouri State Highway Patrol (MSHP) and one (1) to the national Federal Bureau of Investigation. The contractor must access the Missouri Automated Criminal History Site (MACHS) at <http://www.msHP.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/crimRecChk.html> and follow the posted instructions to obtain a Missouri Highway Patrol and a national Federal Bureau of Investigation criminal record check.
  - 1) Personnel shall not provide services until the fingerprint screening results have been received.
  
- c. Out-of-State Investigations - In the event the contractor utilizes personnel to provide direct services who reside in another state or who have relocated to the State of Missouri, the contractor shall ensure that background investigations have been conducted in such personnel's state(s) of residence prior to such personnel providing services.
  - 1) Background investigations from other states shall include, but are not limited to, child abuse/neglect and criminal background screening check(s). If such personnel continue to reside in another state while performing services for the contractor, the out-of-state background screening check(s) shall be done annually.
  
- d. Miscellaneous Screenings - If requested by the Department, the contractor shall conduct additional screenings listed below for any one or more members of the contractor's personnel. The Department may, in its discretion, require the contractor and its personnel to submit to additional screenings to determine the qualifications and appropriateness of the personnel to provide services. Additional screenings may include, but are not limited to the following:
  - 1) Driver and motor vehicle check (traffic offenses);
  - 2) Social security number verification;
  - 3) Five (5) year work history check; and
  - 4) Screening for the illegal use of controlled substances.
  
- e. The contractor shall not utilize any individual to provide services herein, which require direct, unsupervised access to children, in which the following apply:
  - 1) Refuses to consent to the background checks as required by this section;
  - 2) Knowingly makes a materially false statement in connection with the background checks required by this section;
  - 3) Is registered, or is required to be registered, on a state sex offender registry or repository or the National Sex Offender Registry;
  - 4) Is listed as a perpetrator of child abuse or neglect under sections 210.109 to 210.183 or any other finding of child abuse or neglect based on any other state's registry or database; or
  - 5) Has pled guilty or nolo contendere to or been found guilty of:

- Any felony offense against the person as defined in chapter 565;
  - Any other offense against the person involving the endangerment of a child as prescribed by law;
  - Any misdemeanor or felony for a sexual offense as defined in chapter 566;
  - Any misdemeanor or felony for an offense against the family as defined in chapter 568;
  - Burglary in the first degree as defined in chapter 569;
  - Any misdemeanor or felony for robbery as defined in chapter 570;
  - Any misdemeanor or felony for pornography or related offense as defined in chapter 573;
  - Any felony for arson as defined in chapter 569;
  - Any felony for armed criminal action, unlawful use of a weapon, unlawful possession of a firearm, or the unlawful possession of an explosive, as these offenses are defined in chapter 571;
  - Any felony for making a terrorist threat as defined in chapter 574;
  - A felony drug-related offense committed during the preceding five years;
  - Failure to report suspected child abuse to the child abuse and neglect hotline as required by §210.115, RSMo;
  - Perjury, false statements, or fraud; or
  - Any similar offense in any federal, state, or other court of similar jurisdiction of which the department has knowledge.
- f. The contractor shall use professional judgment when reviewing the background or circumstances of individuals providing any services under the contract keeping in mind the health, safety, or welfare of children and families served under the contract.
- g. The contractor shall consider the results of any background investigation as confidential. However, upon request by the Department, the contractor shall provide documentation to the Department verifying the completion of the FCSR background investigation, fingerprint check or out-of-state background investigation for required personnel.
- h. The contractor shall update background investigations as requested by the Department.
- i. The contractor shall be responsible for all costs associated with the background investigations of personnel.
- j. In the event the contractor desires to hire an individual with a history of child abuse/neglect or criminal activity that does not meet the exclusionary criteria identified herein, the contractor shall submit a written request to the Department. The Department designee shall review the request and provide a written response indicating if the individual may provide case management services.
- 1) The contractor shall request an administrative review no later than thirty (30) calendar days from the date of the Department decision when the contractor disputes such decision.
  - 2) The request for an administrative review shall be in writing and generally set out the reasons for the request.
  - 3) The Department will schedule an administrative review within three (3) working days of receipt of the request. The administrative review shall take place before the Department. The Department shall notify the contractor of the date and time of the review. The review may be continued at the request of the contractor, but the employment exclusion shall remain in effect pending the administrative review.
  - 4) The review shall be informal, the rules of evidence shall not apply, and both the contractor and the Department may submit any information relevant to the appealed decision. The purpose of the review will be to determine the potential employee's suitability for employment under the contract.

- 5) The contractor's personnel application shall include an authorization for the Department to release information that directly relates to the employee's suitability for employment under the contract.
- 6) Upon completion of the administrative hearing, the Department designee shall submit a recommendation to the director of the Department. The Department director may affirm or reverse the initial decision. Such decision shall be final.

**2.4.5 Relevant Litigation, Pending Investigation, Assessment, Substantiated Findings Disclosure Requirements:**

- a. Except for employment and workers' compensation matters, the contractor must disclose to the Department any relevant litigation within the past five (5) years involving the contractor, the contractor's personnel, officers, agents, or subcontractors within five (5) business days from the date of contract award or the date of notification of any new litigation. The contractor shall disclose the names of the individual(s) (initials may be used in lieu of party name for minors); the court and case number in which the case was filed; and a brief description of the claims or criminal charges brought. The contractor may include a copy of the complaint or petition.
- b. The contractor shall understand and agree that for purposes of this document, "relevant litigation", under this agreement, shall be defined as any civil claims, judgments, or out of court settlements or criminal charges which are pending or have been disposed of by a finding or plea of guilt, an Alford plea, or a plea of nolo contendere regarding the following:
  - 1) Allegations of child abuse or neglect;
  - 2) Personal injury to a client;
  - 3) Violent acts, including but not limited to, domestic violence and other crimes against persons;
  - 4) Acts against the family, which include, but are not limited to Orders of Protection, and criminal charges denominated as offenses against the family;
  - 5) Fraud or misrepresentation;
  - 6) Sexual offenses, including pornography, and any registration on a sexual offender registry;
  - 7) Weapons offenses;
  - 8) Controlled substance offenses; or
  - 9) Any other claims or charges which relate to the delivery of services to children.
- c. The contractor must also disclose any pending investigation or assessment or "substantiated finding" of any contractor's personnel, officer, agent, or subcontractor five (5) business days from the date of contract award or the date of notification of any new substantiated finding.
- d. The contractor shall understand and agree that for purposes of this document, "substantiated finding" shall be defined as a court adjudication or determination by the Department or any Court of a probable cause or preponderance of the evidence finding, or substantially similar findings in the State of Missouri, or any other.
- e. Failure of the contractor to disclose relevant litigation, pending investigations, assessment, or "substantiated finding" as specified herein, shall be considered a breach of the contract and subject to appropriate and available remedies by the State of Missouri.
- f. The Department reserves the right to share disclosed litigation, pending investigations, assessments, or "substantiated findings" with all state and federal agencies, law enforcement agencies, state and federal auditors, children and families, Family Support Team (FST), and any courts, on a need to know basis as determined by the Department and consistent with applicable state law. Information provided to the Department will become subject to public disclosure.

- g. The Department reserves the right to immediately terminate the contract in writing for failing to disclose relevant litigation, pending investigations, assessment, or “substantiated finding”. In addition, the Department reserves the rescind a contract award based upon the information disclosed.

2.4.6 Current/Previous Employees of the Department: The Department shall have the right to approve/disapprove the contractor's utilization of a current or previous employee of the State of Missouri to provide direct services under the contract.

- a. In the event the contractor intends to utilize a current or previous State of Missouri employee, the contractor shall submit a written request to the Department for approval, prior to such individual providing services. The Department will review each request and provide a written approval or disapproval to the contractor in a timely manner. The decision of the Department shall be final and without recourse.
- b. The contractor’s personnel application shall request the applicant document if they are currently, or were previously, employed by the State of Missouri, and if applicable, indicate whether they left employment in good standing.
  - 1) The contractor’s personnel application shall include an authorization for the Department to release information to the contractor regarding work history directly related to the applicant’s suitability for employment under the contract. In addition, the authorization shall hold the Department harmless for any damage whatsoever for issuing such information.
  - 2) Personnel hired prior to the effective date of the contract that are currently, or were previously, employed by the State of Missouri, shall sign a written authorization for the Department to release information to the contractor regarding work history directly related to the applicant’s suitability for employment under the contract. In addition, the authorization shall hold the Department harmless for any damage whatsoever for issuing such information.
  - 3) The contractor's application, or applicant certification and authorization form, shall include the following language:

*“I authorize my employer, or potential employer, to investigate, obtain, compile, examine, copy, or receive any records pertaining to my employment history; to obtain a copy of my college transcript(s); and completely and without reservation allow my employer to release and discuss any information about my employment history or college transcript(s) with authorized personnel of the Department of Social Services. By authorization of the above, the applicant agrees to hold harmless any individual, partnership, corporation, educational institution, or agency, its officers, agents and employees, as well as the State of Missouri, from any liability for any damage whatsoever for issuing such information.*

*The application contains no misrepresentation or falsifications and that the information given is true and complete to the best of my knowledge and belief, that, I, the applicant am aware that should an investigation at any time disclose any such misrepresentation or falsification as to a material fact, the application will be rejected or if selected, I, the applicant, may be dismissed by the employer.”*
  - 4) The contractor shall provide the Department with the applicable authorization form(s) with each request for personnel approval.

2.3.7 Pursuant to § 207.085, RSMo, the contractor shall not utilize personnel to provide services under the contract when such personnel purposely, knowingly, and willfully violated a stated or written policy of the Department, any rule promulgated by the Department, or any state law related to child abuse and neglect activities when the violation results in serious physical injury or death.

2.3.8 Upon request of the Department, the contractor shall remove or limit personnel from providing services under the contract or accessing children or families. The primary consideration shall be to protect the best interests, safety, and welfare of any children and families served by the contractor.

- 2.3.9 The Department shall notify the contractor in writing of acceptance or rejection of all proposed personnel to provide the services required herein. The Department may withdraw approval of personnel at any time.
- 2.3.10 The contractor shall maintain written job descriptions for all personnel. The job descriptions shall include job titles, minimum qualifications, responsibilities, and duties, as well as titles of the immediate supervisor.
- 2.3.11 The contractor shall maintain a personnel file for each of the contractor's personnel providing services as required herein. The personnel file shall be accessible to the Department or its representatives, upon request, for the purpose of verifying compliance with the requirements of the contract. At a minimum, each personnel file must include:
- a. Complete and current background investigations and criminal record background checks;
  - b. Resumes, degrees, and diplomas;
  - c. Dates of employment;
  - d. Training records;
  - e. Performance appraisals, commendations, and disciplinary actions and other related actions; and
  - f. Correspondence from clients, if any, regarding services provided.
- 2.3.12 The contractor shall notify the Department within one (1) business day of any act or occurrence, which may impact assigned personnel's ability, qualification, or certification to provide services under the contract.
- 2.3.13 The contractor understands and agrees that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and personnel qualifications identified in the bid. Therefore, the contractor agrees that no substitution of such specific key individual(s) and personnel qualifications shall be made without the prior written approval of the Department. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the Department's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.3.14 The award of a contract does not constitute agreement or represent any form of approval that the personnel identified in the contractor's awarded bid comply with the Personnel Requirements stated herein. In the event the contractor's personnel are found not to be compliant with the Personnel Requirements, the contractor must replace any personnel with personnel that meet the Personnel Requirements.

**END OF PART TWO: SCOPE OF WORK**

### 3. SCOPE OF WORK – Foster Care and Adoption Resource Services

*This section includes mandatory foster care and adoption resource services and requirements that must be adhered to by the Department and the contractor unless changed by a contract amendment.*

#### 3.1 Pre-Service Training and Assessments:

##### **3.1.1 REVISED PER AMENDMENT 002**

3.1.1 Initial Screening Consultation Process – The initial screening consultation process can be found at the following electronic link in the child welfare manual at [Section 6, Chapter 3 \(Resource Family Assessment and Licensing\), Subsection 1 \(Resource Provider Licensing\) – DSS Manuals](#).

- a. Prior to the contractor conducting pre-service training and assessment services, the Department will conduct an initial screening consultation process for resource provider applicants including all background screening requirements per Department policy. However, as determined appropriate and authorized by the Department, the contractor shall conduct the initial screening consultation visit.
- b. The Department, through the initial screening consultation process, will identify eligible resource providers to begin the contractor’s pre-service training and assessment services. The Department will provide the contractor with written authorization to conduct pre-service training and assessment services for resource provider applicants. The contractor shall not conduct pre-service training and assessment services without prior written authorization from the Department. The contractor shall begin providing service to the resource providers on the date mutually agreed upon by the contractor and local Department office.

3.1.2 Pre-Service Training – The contractor’s pre-service training shall cover the knowledge and skills essential for a resource provider to care for children in the legal custody of the Department. Pre-service training is a requirement for licensure as a resource provider.

- a. The contractor shall train eligible resource provider applicants:
  - 1) Who may subsequently become licensed foster/relative parents or approved adoptive parents for children in the legal custody of the Department, as referred/authorized in writing by the local Department office.
  - 2) Who will provide care to children with elevated behavioral and emotional problems who are in the legal care and legal custody of the Department.
- b. Within 30 calendar days of the local Department’s request, the contractor shall schedule resource providers into the pre-service training class, to ensure the pre-service training occurs in a timely manner for the resource provider applicant.
- c. The contractor shall assess prospective resource provider applicant’s competencies throughout the pre-service training process. At any point, if the contractor questions a resource provider applicant’s ability to be competent in caring for children in the child welfare system, the contractor shall discontinue providing any additional pre-service training until the issue of concern is resolved. The contractor shall notify the local Department with detailed documentation within forty-eight (48) hours of identifying the concern(s) regarding the resource provider applicant’s ability to meet competency. Once the issue of concern is resolved, the contractor shall request permission from the Department to resume pre-service training. The contractor shall not resume pre-service training unless approved by the Department in writing.
- d. The contractor shall provide Department approved:
  - 1) Pre-service training for eligible resource provider applicants;
  - 2) Pre-service training for eligible relative parent applicants; and
  - 3) Adoption pre-service training for eligible adoptive parent applicants utilizing the current Department approved Training Curriculum designated by the Department. Department approved pre-service training shall hereinafter collectively be referred to as “pre-service training”. The

contractor shall submit any previously Department approved Training Curriculum to the Department for review and approval in case that curriculum is outdated.

- The contractor shall assure that the pre-service training is an integrative process, crucial to the foster/relative care and adoption process and the resource provider applicant.

### **3.1.2 d. 3) REVISED PER AMENDMENT 002**

- After the contractor completes the required training for trainer eligibility provided by the Department (or other Department provider as approved in writing by the Department), the contractor shall integrate any changes or updates to the current Department policy required Training Curriculum, located at [Section 6, Resource Development, Chapter 2 \(Resource Provider Training\) – DSS Manuals](#) as required upon notification by the Department.
  - Upon request by the Department, the contractor must develop and provide a localized training curriculum to accommodate identified training needs of relative or foster/adoptive parents. The Department shall pre-approve any or all localized training curricula that shall be used by the contractor for training relative or foster adoptive parents.
- e. The contractor shall provide all equipment, materials, activities, and other related training items, except for the current Department policy required Training Curriculum training manuals, required to conduct the pre-service training and all materials needed by the resource provider applicants to complete the pre-service training. The Department will provide all current Department policy required Training Curriculum training manuals.
- f. The contractor shall conduct the pre-service training in groups of at least five, but no more than 25, foster/adoptive resource provider unit applicants, unless the Department has approved an exception to the minimum or maximum number allowed. If requested by the contractor and approved by the Department, the contractor shall provide pre-service ad hoc training sessions for the foster/adoptive resource provider unit applicants. For purposes of this document, pre-service ad hoc training sessions shall be defined as: (1) a resource provider applicant attending a pre-existing pre-service training session hosted by the contractor or (2) one-on-one training provided by the contractor for a resource provider applicant.
- 1) The contractor shall provide pre-service training sessions to both parents when the resource providers consist of a parent couple. In the event one parent cannot attend a pre-service training session, the contractor must reschedule the parent couple in a pre-service ad hoc training session. In no event shall the parent couple attend different pre-service training sessions unless otherwise approved by the Department.
- g. The contractor shall provide the minimum required hours outlined in Department policy as required pre-service training for each foster/adoptive resource provider unit applicant.
- 1) The contractor must conduct each of the current Department policy required pre-service training sessions in no more than a three hour block per session and in no more than nine hours in one day so as to be consistent with training provided by the Department. The contractor shall conduct the sessions over a minimum of three dates, unless mutually agreeable with the Department.
  - 2) The contractor may conduct the "Caregiver Who Knows The Child" pre-service training for each relative parent applicant in three, 3 hour sessions or one, 9 hour session, or as otherwise approved by the Department.
  - 3) The contractor may conduct the current Department policy required adoption pre-service training in four, 3 hour sessions or two, 6 hour sessions.
  - 4) In the event a resource provider applicant fails to attend two or more training sessions, the resource provider applicant must restart the training from the beginning.



- h. The contractor shall conduct the pre-service training at a time and location convenient to the majority of the resource providers, which must include evenings and weekends.
- i. The contractor must utilize experienced licensed or approved resource providers as co-trainers for pre-service training who themselves have successfully completed the Trainer eligibility training and "Caregiver Who Knows The Child" pre-service training. For the hours spent in providing pre-service training, the contractor shall compensate the co-trainers as agreed upon by the contractor and the co-trainer.
  - 1) The contractor is strongly encouraged to use Department contracted or approved resource providers. The contractor may contact the Department liaison to get a list of Department approved resource providers.
- j. At the completion of the pre-service training, the contractor shall provide a report to the Department for each awarded judicial circuit which must contain the following documentation:
  - 1) Training evaluation of each resource provider applicant with a recommendation as to whether or not the resource provider applicant should be licensed or approved to become a resource provider;
  - 2) Training evaluations completed by the resource provider applicant;
  - 3) Training sign-in and sign-out sheets;
  - 4) Names and dates of resource providers beginning the pre-service training;
  - 5) Names, and dates of resource providers completing the pre-service training;
  - 6) Names and dates of adoptive parent applicants beginning the adoption pre-service training;
  - 7) Names and dates of adoptive parent applicants completing the adoption pre-service training; and
  - 8) Names and dates of resource providers who withdrew or were selected out of the Pre-service Training, the number of sessions completed, and the reason for withdrawal or for being selected out.

### **3.1.3 REVISED PER AMENDMENT 002**

- 3.1.3 Assessment - The assessment template can be found at the following electronic link in the child welfare manual at *e-forms*: [CD-28 Home Assessment](#).
- a. The contractor shall conduct assessments of resource provider applicants and adoption assessments for adoptive family applicants who will provide care to children with elevated behavioral and emotional needs, using tools provided by the Department during Department provided trainer eligibility training or as otherwise directed through the Department. If any assessment tools are updated or changed after being initially provided to the contractor during trainer eligibility training, the tools/forms will be provided to the contractor by the Department. The assessment of resource provider applicant's assessments shall hereinafter be collectively referred to as "assessments" and "adoption assessments".
  - b. The contractor must conduct in-home consultation visits with each resource provider applicant during the assessment process in compliance with current Department policy Training Curriculum requirements. If the assessor and the pre-service trainer are two different individuals, the assessor and pre-service trainer shall work collaboratively for the purpose of assuring the continuity of the assessment process.
  - c. Unless otherwise approved by the local Department office, the contractor shall complete and submit a mutual assessment to the local Department office within ninety (90) calendar days of the resource provider applicant beginning the pre-service training and concurrent to the pre-service training. The contractor shall thoroughly and accurately assess prospective resource providers. With the assessment, the contractor shall also submit a recommendation as to whether or not the resource provider applicant should be licensed to become a resource provider. The assessment shall support the recommendation of the contractor for licensure or denial of licensure.

### **3.1.3 c. 1) REVISED PER AMENDMENT 002**

- 1) The contractor shall complete the assessment with the resource provider applicant as a mutual process, jointly evaluating the resource provider applicant's level of skill, motivation, and commitment to foster/adoptive parenting. The contractor may conduct individual interviews if circumstances warrant such. The contractor shall ensure that the contractor's assessment reporting is consistent with the Child Welfare Manual found on the internet at
  - 2) The assessment must contain a statement of the strengths and needs of the resource provider applicant within each competency of the current Department policy required Training Curriculum.
  - 3) Below the recommendation, before the signature line, the following statement must be included on all assessments: "This home assessment was prepared for the Children's Division, State of Missouri for placement of children in the custody of Missouri Children's Division or another state's public child welfare agencies."
- d. The contractor shall inform the resource provider applicant that any information obtained during the assessment shall be available to the Department.

### **3.1.3 e. REVISED PER AMENDMENT 002**

- e. The contractor shall assure that the assessment is an integrative process that is mutual and follows the policy and process of conducting assessments located here in the Child Welfare Manual: [Section 6, Chapter 3 \(Resource Family Assessment and Licensing\), Subsection 1 \(Resource Provider Licensing\) – DSS Manuals.](#)
- 1) The contractor shall not deviate from the above integrative process unless the contractor makes a request in writing to the Department and the Department authorizes the request.
- f. The contractor shall conduct the assessments of the resource provider applicant in accordance with the current Department policy required Training Curriculum and as required by the Department.
- 1) The contractor and the contractor's experienced licensed resource providers who performed co-training with the family must maintain confidentiality of information obtained during the assessment process. The resource providers who performed co-training with the family must share a confidentiality statement with all resource providers prior to beginning the assessment process. The contractor must ensure that there are no issues with the resource provider applicant regarding sharing the resource provider applicant's confidential/private information with the resource providers who performed co-training with the foster/adoptive resource provider applicant.
  - 2) The resource providers who performed co-training with the family must inform the contractor prior to beginning an assessment if the resource providers have any prior relationship with a foster/adoptive resource provider unit applicant. The contractor will determine if the relationship constitutes a conflict of interest in completing the assessment. A resource provider applicant may also request a different person complete the resource provider applicant assessment if the resource provider applicant believes there is a conflict of interest.
- g. The contractor shall communicate closely with the pre-service trainer in order to effectively assess the resource provider applicant's ability to meet the competencies, as listed in the Licensing Foster Family Home Rule 13 CSR 35-60.030 (3) and in Department policy Section 6 Chapter 2. The assessment should include a statement regarding the foster/adoptive resource provider unit applicants' strengths or needs analysis during training in relation to meeting the competencies. If a resource provider has a need(s), the contractor must document that need(s) in the assessment.
- h. The contractor shall assess the resource provider applicant's ability/capacity to meet the needs of children with elevated behavioral and emotional problems.

- i. The contractor shall review the assessment and adoption assessment with the resource provider applicant to ensure accuracy. To indicate that the resource provider has reviewed the information prior to submitting the assessment to the local Department office, the resource provider should initial the signature line if possible or otherwise notify the contractor in writing (i.e. read over phone and respond via fax or e-mail) that the resource provider applicant is in agreement with the assessment.
  - 1) The contractor shall not give a copy of the assessment to the resource provider applicant as the local Department office will give the resource provider applicant a copy of the assessment after making the final decision whether to license them as a resource provider. The contractor shall not provide rough draft copies of the assessment to the resource provider applicants. The home assessment is not final until it is approved and signed by the Department.
- j. Within 30 calendar days of the resource provider applicant's completion of the Adoption Pre-service Training, the contractor shall complete an addendum to the adoption assessment summarizing the competencies, and submit such to the local Department office for approval.
- k. If a resource provider applicant is selected out of the process (i.e. denied), the contractor shall complete the write-up of the assessment. Using the Resource Home Adverse Action Report, CS-20, the contractor must include the reasons why the resource provider applicant is being selected out of the process and submit such to the local Department office for approval. The information included by the contractor on the CS-20 must be based on Licensing Foster Family Home Rule, 13 CSR 35-60.030 and 13 CSR 35-60.040. When directed by the local Department office, the contractor shall complete additional home visits and provide more detailed documentation, supporting the decision made.
  - 1) If a resource provider applicant appeals the denial of licensure as a resource provider for approval to adopt, the contractor shall attend the Fair Hearing as requested by the local Department office.
- l. Within two (2) weeks of completion of the assessment, the contractor shall provide the local Department office with a complete resource provider file. The resource provider file shall include the application, initial screening consultation process, references, completed homework assignments from pre-service training, medical report, and information regarding background screening.
  - 1) The references shall include:
    - At least three references not related to the applicant. These references are per resource provider applicant. One letter may suffice for more than 1 applicant as long as the one letter addresses both applicants;
    - One employment reference for each working adult; and
    - One school reference by a school individual, such as a teacher, counselor, or principal, from each school where a child is enrolled.
  - 2) The contractor must contact the Department to confirm that all background screenings have been successfully completed. The contractor must document all work relating to background screening on the applicant and whether there was any history regarding the required background screening to the local Department office and in the family resource file.
- m. The Department will review the contractor's assessments. The Department shall have the right to refuse poorly written and unsatisfactory written assessments. The contractor shall also agree and understand that the Department shall have the right to require modifications or additional elaboration as deemed necessary to ensure a comprehensive and thorough written assessment and may suspend payment for the contractor's noncompliance with this requirement.
  - 1) Depending on the extent of the comments of the written assessment, the contractor shall prepare and submit a draft for review and comment. Additional drafts shall also be prepared if deemed necessary by the Department. For any drafts that are required, the contractor shall complete and submit the draft within five calendar days from the date of receipt of the Department's comments.

- 2) After completing all revisions to the draft as specified above, the contractor shall provide the Department with the final written assessment.

### 3.2 **In-Service Training and Reassessments:**

- 3.2.1 Prior to conducting in-service training and reassessment services, the contractor must receive prior written authorization from the Department. The contractor shall begin providing service on the date mutually agreed upon by the contractor and local Department office.
- 3.2.2 Within fifteen (15) calendar days prior to any training workshop, if requested by the Department, the contractor shall provide the names of all persons who will be conducting the training and shall provide all curriculum materials, training aids, and tools which shall include, but not necessarily be limited to the following:
  - a. Scripted training packets for training of resource providers serving children with elevated behavioral and emotional needs, including all materials and media resources which will be used in the training;
  - b. A written screening/assessment tool for resource providers; and
  - c. A written training evaluation form for each resource provider's use.
- 3.2.3 In-Service Training
  - a. The contractor shall provide current Department policy required in-service training and localized in-service training to licensed foster parents and approved adoptive parents. The current Department policy required in-service training and localized in-service training shall hereinafter be referred to as in-service training, unless references are made specifically to one type of training.
    - 1) The contractor shall not enroll resource provider applicants in in-service training without the prior approval of the local Department office.
- 3.2.4 Upon request by the local Department office, the contractor must provide localized in-service training to accommodate identified training needs to resource providers utilizing a training curriculum provided by the contractor for the purpose of the in-service training. The contractor's training curriculum must be other than the Foster Family Home Licensing Rule 13 CSR 30-60.030 (3) curriculum. The contractor must obtain Department prior approval of all localized in-service training curricula used by the contractor.
  - a. The contractor shall provide resource providers with needed training as identified on the Professional Family Development Plan, CD-100, and information in licensing rule regarding competencies.
  - b. The contractor shall conduct the in-service training in groups of at least five licensed Department resource providers referred by the Department. The contractor may have more than five resource providers in a group, but at least five must be those referred by the Department. However, if requested by the contractor and approved by the Department, the contractor shall provide in-service ad hoc training sessions for the resource providers. For purposes of this document, in-service ad hoc training sessions shall be defined as a resource provider attending a pre-existing in-service training session hosted by the contractor or one-on-one training provided by the contractor for a resource provider.
  - c. The contractor shall provide in-service training sessions on an hourly basis. The contractor may provide additional in-service training, with prior written approval of the local Department office. The additional hours would only be in response to a need to improve a competency as determined by the local Department office or to meet the needs of a specific child as determined by the local Department office.
  - d. The contractor may provide other in-service training as requested and approved by the local Department office.
- 3.2.5 At the end of each in-service training session, the contractor shall submit a report to the Department for each awarded judicial circuit that must contain the following:
  - a. List of names (attendance sheet) of licensed resource providers participating in in-service training;
  - b. Name of trainer, curriculum trained, and number of hours of training;

- c. List of names of resource provider applicants who began but did not complete the in-service training session and the reasons why the resource provider applicants did not complete the in-service training; and
- d. Evaluation forms.

### **3.2.6 REVISED PER AMENDMENT 002**

3.2.6 Reassessment - The contractor shall follow and utilize the reassessment procedure as provided by the local Department office and the guide for conducting renewal assessments. A copy of the reassessment can be found at the following electronic link in the child welfare manual at *e-forms*: [CD-29 Renewal Home Assessment](#).

- e. Prior to the Department referral, the Department will conduct background checks per Department policy.
- f. Upon referral by the local Department office, the contractor shall provide a reassessment of a licensed resource provider applicant that addresses all the competencies/skills presented in the in-service training, or other in-service training curriculum, as approved by the Department.
  - 1) If the resource provider has not completed the in-service training hours required in Department policy, the contractor shall follow the protocol for reassessments as approved by the Department and outlined in the Department's Child Welfare Manual, or as otherwise directed through the Department.
  - 2) The reassessment must contain a statement of the strengths and needs of the resource providers within each competency of the current Department policy required training curriculum.
- g. The contractor shall complete reassessments of the continuing ability/capability of the resource provider to provide care for children, and ability/willingness to accept the children.
  - 1) The reassessment shall address the same competencies/skills as the original assessment, as well as the resource provider's ability/willingness to continue in the Foster/Adoptive Parent Program. The reassessment should culminate in a recommendation for continued foster care licensure, foster care license revocation, continued approval as adoptive family unit, or when an approval is being made from foster to adoption status. As part of the reassessment, the contractor shall utilize the Professional Family Development Plan, CD-100 and any other information as provided by the local Department office.

3.2.6 The contractor shall conduct a safety check of the home to ensure that the physical environment meets safety standards, as defined by the Department.

3.2.7 The contractor shall obtain information from the local Department offices for both the foster parent and the child(ren) regarding the family's ability/willingness and success in providing foster care services during the prior licensing period.

3.2.8 The contractor shall complete reassessment of resource providers referred by the local Department office within ninety (90) calendar days of referral.

3.2.9 The contractor shall provide the local Department office with a complete resource family file that includes resource provider re-assessment, references and medical report within two weeks of completion of the resource provider reassessment and background screening.

a. The references shall include:

- 1) At least three personal references that shall not be related to the applicant. These references are per resource provider unit applicant. One letter may suffice for more than one applicant as long as the one letter addresses both applicants;
- 2) One employment reference for each working adult; and

- 3) One school reference by a school individual, such as a teacher, counselor, or principal, from each school where a child is enrolled. The contractor must discuss with the Department or contact the Department to ensure that all background checks have been completed.
- b. Within 15 calendar days of the reassessment being completed, the contractor shall:
- 1) Provide the local Department office with a recommendation for foster care re-licensure and any identified in-service training needs for the resource provider; or
  - 2) Provide the local Department office with a recommendation for continued approval as an adoptive family unit.
- c. The Department will review the contractor's reassessments. The Department shall have the right to refuse poorly written and unsatisfactory written reassessments. The contractor shall agree and understand that the Department has the right to require modifications and additional elaboration as deemed necessary to ensure a comprehensive and thorough written reassessment and may suspend payment for the contractor's noncompliance of this requirement.
- 1) Depending on the extent of the comments by the Department of the written reassessment, the contractor shall prepare and submit a draft for review and comment. Additional drafts shall also be prepared if deemed necessary by Department. For any drafts that are required, the contractor shall complete and submit the draft within five calendar days from the date of receipt of the Department's comments.
  - 2) After completing all revisions to the draft as specified above, the contractor shall provide the Department with the final written reassessment.

### 3.3 Invoicing and Payment Requirements:

- 3.3.1 The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at [Home | MissouriBUYS Statewide eProcurement System \(mo.gov\)](http://www.dss.mo.gov).
- 3.3.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at [Welcome to the Missouri Vendor Services Portal \(mo.gov\)](http://www.dss.mo.gov).
- 3.3.3 Invoicing – On a monthly basis, the contractor shall submit an itemized invoice in the format provided by the Department to the local Department office that authorized the contractor to provide services. For contact information for any local Department office, the contractor may access information for the Department under <http://www.dss.mo.gov/>.
- a. The contractor shall certify, in writing, that the services for which the invoice is being submitted have been completed.
  - b. The contractor shall submit all invoices for payment within 30 calendar days following the end of the month which services were provided.
  - c. The contractor shall submit the invoice to the local Department office in accordance with the Department invoicing process. The Department will provide the contractor with the invoicing process after the effective date of the contract.
  - d. The contractor must submit invoices on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS and must assign a unique invoice number and contain the remittance address included in the contractor's MissouriBUYS vendor registration with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the Department's payment to the invoice submitted.

- 1) The unique invoice number must be alpha, numeric, or a combination of alpha and numeric and must not exceed 12 characters.
- e. The Department anticipates that the Office of Administration, Division of Accounting, will impose a deadline for final fiscal year end invoices submitted by the contractor for each contract period. If a deadline is imposed by the Office of Administration, Division of Accounting, the Department will provide the contractor with written notification of the deadline for invoices due for the state's fiscal year end. The Department anticipates the deadline will most likely occur during the month of June and prior to the end of each contract period (June 30).
- 1) The contractor shall submit a final fiscal year end invoice for all services actually provided up until the Department deadline indicated in the written notification. The invoice shall specify the actual dates of service.
  - 2) For any services provided after the deadline in the written notification, the contractor shall invoice for such services the following month. The invoice shall specify the actual dates of service.
- f. Final invoices are due by no later than 60 calendar days of the expiration of the contract. The Department shall have no obligation to pay any invoice submitted after the due date.
- 3.3.4 The contractor shall return the original record of the pre- or in-service training and assessment/reassessment to the Department and all additional information generated since the referral, and the information has been filed in the record according to the Child Welfare Manual guidelines within 30 calendar days of the Department's approval of the assessment or reassessment. The Department prefers the contractor personally return the record. In the event the contractor mails the records to the Department, the contractor shall be responsible for all costs associated with doing so. The contractor must return the original record to the Department prior to payment.
- 3.3.5 Payments – For services authorized by the Department, the contractor shall be paid in accordance with the applicable firm, fixed prices stated on the Pricing Page, to include all costs associated with the contractor's delivery of said service, including but not limited to travel and preparation time.
- a. Initial Screening Consultation Visit – The contractor shall be paid the firm, fixed price for each visit to conduct the initial screening consultation visit.
  - b. Pre-service Training - The contractor shall be paid the applicable firm, fixed price for each three hour Pre-service Training session provided to a group of at least five foster/adoptive resource provider unit applicants, not to exceed approved maximum as directed by the Department. The applicable firm, fixed price for the pre-service training session shall be for the judicial circuit the majority of the resource provider applicant attendees intend to serve and not the judicial circuit in which the training is conducted, if those circuits are different. In the event ad hoc training was approved by the Department and provided, the contractor shall be paid the firm, fixed price for each three hour pre-service ad hoc training session per family, per session for the judicial circuit the foster/adoptive resource provider unit intends to serve.
    - 1) In the event the contractor schedules a pre-service training and no foster/resource adoptive provider unit applicants attend the pre-service training, the contractor shall be paid for one hour of ad hoc pre-service training for the judicial circuit in which the training was going to be conducted. The price for one hour of ad hoc pre-service training for the pre-existing training per family per session shall be determined by pro-rating the firm, fixed price per three hour training session stated on the Pricing Page to an hourly price. In no event shall the contractor be paid for any other costs or fees related to resource providers attending a pre-service training.
  - c. Assessment - The contractor shall be paid the applicable firm, fixed price for each completed assessment approved by the Department in which the resource provider applicant is found to be skilled in all competencies listed in the Department approved pre-service training as required herein, is willing to accept children with elevated behavioral and emotional problems who are in the legal care and legal

custody of the Department, and are recommended for licensure as foster parents or approved as adoptive parents.

- 1) If a resource provider applicant withdraws from the process prior to completion of the training curriculum or written home assessment, or selected out as the family was not found to be skilled in all competencies or is otherwise selected out of the process, the contractor shall be paid at a rate of \$100.00 for each in-home consultation visit provided up to a maximum of \$300.00. If the contractor is authorized by the Department to conduct the initial in-home consultation visit with the *foster/adoptive resource provider unit*, the contractor shall be paid an additional \$100 (but no more than a maximum of \$400 for all in-home visits). This payment is contingent upon the local Department office's receipt of a written report citing pertinent information and the reason(s) why the resource provider applicant did not continue the process.
  - 2) In addition to payment for the completed assessment, the contractor shall be paid the applicable firm, fixed price for each completed Adoption Assessment.
- d. In-Service Training - The contractor shall be paid the applicable firm, fixed price for each hour of in-service training provided to a group of at least five resource providers. The applicable firm, fixed price for the In-Service Training session shall be for the circuit the majority of the resource provider attendees intend to serve and not the judicial circuit in which the training is conducted. In the event in-service ad hoc training was approved by the Department and provided, the contractor shall be paid the applicable firm, fixed price for each hour of in-service ad hoc training per family, per session for the judicial circuit the foster/adoptive resource provider unit intends to serve. If there is no majority then the contractor is paid based on the circuit in which the training is based.
- 1) In the event the contractor schedules an in-service training and no resource provider applicants attend the in-service training, the contractor shall be paid for one hour of ad hoc for an in-service training for a one-on-one training per family per session for the judicial circuit in which the training was going to be conducted. The price for one 1 hour of ad hoc for a pre-service training shall be determined by pro-rating the firm, fixed price per three-hour training session stated on the Pricing Page to an hourly price.
  - 2) In the event the contractor schedules a pre-service training and less than 5 resource provider applicants attend, the contractor shall be paid a prorated amount by the number of applicants that attend (divide the fixed rate by the minimum number (5) to find an hourly rate and divide that number by the number of applicants that attended).
- e. Reassessment - The contractor shall be paid the applicable firm, fixed price for each reassessment of a resource provider that is completed.
- 1) If a foster/adoptive resource provider unit withdraws from the process prior to completion of the reassessment, selected out as the family was not found to be skilled in all competencies, or is otherwise selected out of the process, the contractor shall be paid the firm, fixed price per partial reassessment. The total payment to the contractor shall not exceed half of the *firm, fixed price of a Reassessment*. This payment is contingent upon the local Department office's receipt of a written report citing pertinent information and the reason(s) why the resource provider applicant did not continue the process.
- f. The contractor shall not receive payment for any of the above services until the Department is in receipt of all reports and written assessments as required herein and such reports and written assessments have been approved by the local Department office.
- g. Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the Department may withhold payment or reject invoices under the contract.
- h. If requested and directed by the local Department office, the contractor shall provide additional information prior to approval of payment of the invoice.



- i. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: [Welcome to the Missouri Vendor Services Portal \(mo.gov\)](#).
- 3.3.6 Lodging Arrangements for Training Required by Department - For coordination purposes, the Department strongly encourages the contractor to coordinate with the Department if/as needed for lodging arrangements for training. To register for trainings required by the Department, the contractor should contact the Department Training Unit at [Cd.profdevelopment@dss.mo.gov](mailto:Cd.profdevelopment@dss.mo.gov).
- a. Required Trainings for Contractor and Contractor's Personnel summarized:
    - 1) Any current Department approved and required training or any other localized pre-service or in-service training required by the Department as specified in the Contractor Qualifications and Personnel Requirements.
    - 2) Overview Session - Overview session, as specified in the Contractor Qualifications and Personnel Requirements.
  - b. Direct Billing - The Department strongly encourages the contractor to have lodging direct billed to the Department for the contractor's personnel attending required training as specified herein. To arrange direct billing, the contractor should contact the Department Training Unit. If the lodging is not direct billed to the Department, the contractor shall arrange lodging through the local Department office.
- 3.3.7 Reimbursements For the Contractor for Attendance at Department Required Trainings – The contractor shall be reimbursed for actual and reasonable mileage, and meals, as well as lodging if not direct billed to the Department, in accordance with the Department's policy for the contractor's personnel attending required training of (1) Overview session, as specified in the Personnel Requirements section and (2) Trainer eligibility training or any other localized Pre-Service or In-service Training, required by the Department sessions, as specified in the Personnel Requirements.
- a. Rates for reimbursement typically change July 1 of each year. The Department will provide the contractor information regarding reimbursement rates upon issuance of the Notice of Award.
  - b. In accordance with travel policies, when traveling on state business, meals will only be reimbursed when the individual is in continuous travel status of over twelve (12) hours or when the contractor's personnel is in overnight travel status.
  - c. The local Department office will reimburse mileage in accordance with the current state reimbursement rates at the time the mileage is incurred (as defined above).
- 3.3.8 For all reimbursements related to attendance at any trainings required herein, the contractor shall comply with the requirements stated in Attachment E related to, but not limited to, incidental expenses, "extras", no-shows, and room cancellation.
- 3.3.9 The contractor shall not be responsible for, nor be reimbursed for foster/adoptive resource provider applicant expenses related to attendance at Department required trainings.
- 3.3.10 If a request by the contractor for payment or reimbursement is denied, the Department will provide the contractor with notice of the reason(s) for denial.
- 3.3.11 If the contractor is overpaid by the Department, upon official notification by the Department, the contractor shall provide the Department (1) with a check payable as instructed by the Department in the amount of such overpayment at the address specified by the Department or (2) deduct the overpayment from the monthly invoices as requested by the Department.
- 3.3.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, etc.

**END OF PART THREE: SCOPE OF WORK - Specific Foster Care and Adoption Resource Services**

**4. SCOPE OF WORK – Specific Foster Care Training Services for Resource Providers Serving Children with Elevated Behavioral and Emotional Needs**

*This section includes mandatory specific foster care training services for resource providers serving children with elevated behavioral and emotional needs and requirements that must be adhered to by the Department and the contractor unless changed by a contract amendment.*

**4.1 Training for Resource Providers Serving Children with Elevated Behavioral and Emotional Needs:**

**4.1.1 Curriculum–** The contractor shall provide a curriculum in accordance with the following:

- a. Level A Foster Care - The contractor shall provide training for resource providers serving children with elevated behavioral and emotional needs as directed by the Department using the training curriculum provided by the Department unless otherwise requested by the contractor and approved by the Department. The training shall be a minimum of 18 hours. The training curriculum must give the resource provider applicant the skills to provide the needed services in a family and community based setting with a goal of stabilizing the child and preparing the child for a less structured environment. The training curriculum topics shall include, but not be limited to, the following:

- 1) Team and relationship building;
- 2) Communication skills;
- 3) Behavior management techniques;
- 4) Discipline and punishment procedure;
- 5) Management of behavior crisis situations;
- 6) Development of an individual treatment plan;
- 7) De-escalation skills;
- 8) Negotiation;
- 9) Positive reinforcement technique; and
- 10) Professional skills for foster parents.

- b. Level B Foster Care– The contractor shall utilize the Department curriculum for pre-service training. The contractor may also develop a curriculum for pre-service training and must submit the curriculum to the Department for review and approval. The contractor shall change/alter the curriculum if deemed necessary by the Department. The contractor shall provide resource provider training for resource providers serving children with elevated behavioral and emotional needs in accordance with the Department approved curriculum and who have already taken Level A training. At a minimum, the contractor must include the following:

- 1) Two hours of Crisis Intervention;
- 2) Two hours of Behavior Management;
- 3) Two hours of Suicide Management;
- 4) Two hours of Medication Management; and
- 5) One hour of Family Orientation.

**4.1.2** Within 15 calendar days prior to any foster/adoptive resource provider training workshop for resource providers serving children with elevated behavioral and emotional needs, the contractor shall provide the names of all persons who will be conducting the training and shall provide all curriculum materials, training aids, and tools which shall include, but not necessarily be limited to the following:

- a. Scripted training packets for training of resource providers serving children with elevated behavioral and emotional needs, including any video and audio tapes which will be used in the training;
- b. A written screening/assessment tool for resource provider unit applicants; and

- c. A written training evaluation form for resource provider applicant's use.
- 4.1.3 The contractor's training format, workshop content, and personnel providing training for resource providers serving children with elevated behavioral and emotional needs must be approved by the Department prior to each training session.
- a. The Department reserves the right to make any additions, deletions, or corrections to submitted materials as determined by the Department to be appropriate and necessary to accomplish the programmatic objectives of the training for resource providers serving children with elevated behavioral and emotional needs.
- 4.1.4 The contractor shall provide all training materials and training aids necessary for each resource provider applicant to successfully complete a training session.
- a. The Department shall have the right to reproduce any training materials, provided by the contractor to participants, for future use in training.
- 4.1.5 The contractor shall complete a training attendance report for each training session that the resource providers serving children with elevated behavioral and emotional needs completed. The report shall be submitted, within thirty (30) calendar days of the date of the training, to the Department which authorized the training for resource providers serving children with elevated behavioral and emotional needs.
- 4.1.6 The contractor shall participate in an evaluation conference with the Department at the conclusion of each training workshop for resource providers serving children with elevated behavioral and emotional needs and at the conclusion of the training.
- a. The contractor shall provide the Department with an overall evaluation of the training workshop for resource providers serving children with elevated behavioral and emotional needs, including a written assessment of each foster/adoptive resource provider applicant's participation and performance during the training.
- 4.1.7 The contractor shall assess prospective resource provider competencies throughout the training process. If at any point the contractor questions a resource provider's ability to be competent in caring for children who require individualized care in the child welfare system, the contractor shall discontinue providing any additional training until the issue of concern is resolved. The contractor shall notify the local Department with detailed documentation within 48 hours of identifying the concern regarding the applicant's ability to meet competency. Once the issue of concern is resolved, the contractor shall request permission from the Department to resume training. The contractor shall not resume training for resource providers serving children with elevated behavioral and emotional needs unless approved by the Department in writing.
- 4.1.8 The contractor shall provide the required training hours for elevated needs Level A Foster Care and Level B Foster Care compliance with Foster Family Home Licensing Rules 13 CSR 35-60.070. Foster Care Services for Youth with Elevated Needs (the resource provider should have already taken the 27 hours of pre-service training).
- 4.1.9 At the completion of training for resource providers serving children with elevated behavioral and emotional needs, the contractor shall submit a report to the Department for each awarded judicial circuit served; which must contain the following documentation:
- a. Training evaluations completed by the resource provider applicant;
  - b. Names and dates of resource provider applicants beginning the training;
  - c. Names and dates of resource provider applicant completing the training; and
  - d. Names and dates of resource provider applicant who withdrew or were selected out of the training, the sessions completed, and the reason for withdrawal or for being selected out.

**4.2 In-Service Training for Resource Providers Serving Children with Elevated Behavioral and Emotional Needs:**

4.2.1 The contractor's in-service training sessions for resource providers serving children with elevated behavioral and emotional needs shall be a minimum of one (1) hour in length and a maximum of four (4) hours in length, unless otherwise requested by the Department and agreed to by the contractor.

4.2.2 The contractor shall present training sessions on topics requested and authorized by the Department to further enhance the skills of resource providers serving children with elevated behavioral and emotional needs. The nature of this training will vary, depending upon the training needs of each respective judicial circuit, but will be specific to the individualized and intensive level of care and support necessary for the resource provider's placements and Professional Family Development Plan, CD-100. Topics may include, but may not necessarily be limited to, the following.

- a. Fostering Sexually Abused/Sexually Acting-out Children;
- b. Impulse Control/Anger Management;
- c. Development of Appropriate Peer Relationships;
- d. Attention Deficit Disorder;
- e. Medical Management of Behavior Disordered Children;
- f. Educational Issues Related to Behavior Disordered Children; and
- g. Working with community providers, including school, medical, and mental health.

4.2.3 If prior approval is received by the Department, the contractor may subcontract the individual training modules for in-service training for resource providers serving children with elevated behavioral and emotional needs to provide the level of expertise and professional experience needed to assure the quality of training.

4.2.4 The contractor or subcontractor shall participate in an evaluation conference with the Department at the conclusion of each training workshop and at the conclusion of the in-service training for resource providers serving children with elevated behavioral and emotional needs.

- a. The contractor shall provide the Department with an overall evaluation of the respective resource provider training workshops, including a written narrative of each resource provider applicant's participation and performance during the training.

4.2.5 At the end of each training session, the contractor shall submit a report to the Department with attendees for each awarded judicial circuit, which must contain the following:

- a. Training evaluations completed by the resource provider applicant;
- b. List of names (attendance sheet) of licensed resource providers participating in in-service training;
- c. Name of trainer, curriculum trained, and number of hours of training; and
- d. List of names of resource providers who began but did not complete the in-service training session and the reasons why the resource providers did not complete the in-service training.

**4.3 Invoicing and Payment Requirements:**

4.3.1 The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

- 4.3.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 4.3.3 Invoicing – On a monthly basis, the contractor shall submit an itemized invoice to the local Department office that authorized the contractor to provide services. For contact information for any local Department office, the contractor may access information for the Department under [Contact Your Local Missouri DSS Office | Missouri Department of Social Services \(mo.gov\)](#).
- a. The contractor shall certify, in writing, that the services for which the contractor submits the invoice are complete.
  - b. The contractor shall submit all invoices for payment no later than thirty (30) days after completion of the services invoiced.
  - c. The contractor shall submit the invoice to the local Department office in accordance with the Department invoicing process. The Department will provide the contractor with the invoicing process upon the effective date of the contract.
  - d. The contractor must submit invoices on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS and must assign a unique invoice number and contain the remittance address included in the contractor's MissouriBUYS vendor registration with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the Department's payment to the invoice submitted.
    - 1) The unique invoice number must be alpha, numeric, or a combination of alpha and numeric and must not exceed 12 characters.
  - e. The Department anticipates that the Office of Administration, Division of Accounting, will impose a deadline for final fiscal year end invoices submitted by the contractor for each contract period. If the Office of Administration, Division of Accounting imposes a deadline, the Department will provide the contractor with written notification of the deadline for invoices due for the state's fiscal year end. The Department anticipates the deadline will most likely occur during the month of June and prior to the end of each contract period (June 30).
    - 1) The contractor shall submit a final fiscal year end invoice for all services actually provided up until the Department deadline indicated in the written notification. The invoice shall specify the actual dates of service.
    - 2) For any services provided after the deadline in the written notification, the contractor shall invoice for such services the following month. The invoice shall specify the actual dates of service.
  - f. Final invoices are due by no later than sixty (60) calendar days of the expiration of the contract. The Department shall have no obligation to pay any invoice submitted after the due date.
- 4.3.4 Payments – For services authorized by the Department, the contractor shall be paid in accordance with the applicable firm, fixed prices stated on the Pricing Page, to include all costs associated with the contractor's delivery of said service, including but not limited to travel and preparation time.
- a. Training for Resource Providers Serving Children with Elevated Behavioral and Emotional Needs - The contractor shall be paid the applicable firm, fixed price for each three hour training session for resource providers serving children with elevated behavioral and emotional needs provided to a group of at least five resource providers, not to exceed approved maximum as directed by the Department. The applicable firm, fixed price for the training session for resource providers serving children with elevated behavioral and emotional needs shall be for the judicial circuit the majority of the resource provider applicant attendees intend to serve and not the judicial circuit in which the training is conducted. If there is no majority then the contractor is paid based on the circuit in which the training is based.

- 1) In the event the contractor schedules an in-service training and less than 5 resource provider applicants attend, the contractor shall be paid a prorated amount by the number of applicants that attend (divide the fixed rate by the minimum number (5) to find an hourly rate and divide that number by the number of applicants that attended).
  - 2) In the event ad hoc training was approved by the Department and provided, the contractor shall be paid the firm, fixed price for each three hour ad hoc training session for resource providers serving children with elevated behavioral and emotional needs per family, per session for the judicial circuit the foster/adoptive resource provider unit intends to serve.
- b. In-service Training for Resource Providers Serving Children with Elevated Behavioral and Emotional Needs - The contractor shall be paid the applicable firm, fixed price for each hour of in-service training for resource providers serving children with elevated behavioral and emotional needs provided to a group of at least 5 resource providers. The applicable firm, fixed price for the in-service training session for resource providers serving children with elevated behavioral and emotional needs shall be for the judicial circuit the majority of the resource provider attendees intend to serve and not the judicial circuit in which the training is conducted. If there is no majority then the contractor is paid based on the circuit in which the training is based.
- 1) In the event the contractor schedules an in-service training and less than 5 resource providers attend, the contractor shall be paid a prorated amount by the number of providers that attend (divide the fixed rate by the minimum number (5) to find an hourly rate and divide that number by the number of applicants that attended).
  - 2) In the event in-service ad hoc training was approved by the Department and provided, the contractor shall be paid the applicable firm, fixed price for each hour of in-service ad hoc training for resource providers serving children with elevated behavioral and emotional needs per family, per session for the judicial circuit the foster/adoptive resource provider unit intends to serve.
- c. The contractor shall not receive payment for any of the above services until the Department is in receipt of all reports and written assessments as required herein and such reports and written assessments have been approved by the local Department office.
- d. Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the Department may withhold payment or reject invoices under the contract.
- e. The local Department office shall not be required to make payments to the contractor until the contractor has demonstrated compliance with the requirements of all services invoiced.
- f. If requested and directed by the local Department office, the contractor shall provide additional information prior to approval of payment of the invoice.

4.3.5 Lodging Arrangements for Training Required by Department - For coordination purposes, the Department strongly encourages the contractor to coordinate with the Department if/as needed for lodging arrangements for training. To register for trainings required by the Department, the contractor should contact the Department Training Unit at [Cd.profdevelopment@dss.mo.gov](mailto:Cd.profdevelopment@dss.mo.gov).

a. Required Trainings for Contractor and Contractor's Personnel summarized:

- 1) Any current contractor approved and required training or any other localized pre-service or in-service training required by the Department as specified in the Contractor Qualifications and Personnel Requirements.
- 2) Overview Session - Overview session, as specified in the Contractor Qualifications and Personnel Requirements.

- b. Direct Billing - The Department strongly encourages the contractor to have lodging direct billed to the Department for the contractor's personnel attending required training as specified herein. To arrange direct billing, the contractor should contact the Department Training Unit. If the lodging is not direct billed to the Department, the contractor shall arrange lodging through the local Department office.
- 4.3.6 Reimbursements For the Contractor for Attendance at Department Required Trainings – The contractor shall be reimbursed for actual and reasonable mileage, and meals, as well as lodging if not direct billed to the Department, in accordance with the Department's policy for the contractor's personnel attending required training of (1) Overview session, as specified in the Personnel Requirements section, and (2) Trainer eligibility training or any other localized Pre-Service or In-service Training, required by the Department sessions, as specified in the Personnel Requirements.
- a. Rates for reimbursement typically change July 1 of each year. The Department will provide the contractor information regarding reimbursement rates upon issuance of the IFB.
  - b. In accordance with travel policies, when traveling on state business, meals will only be reimbursed when the individual is in continuous travel status of over 12 hours or when the contractor's personnel is in overnight travel status.
  - c. The local Department office will reimburse mileage in accordance with the current state reimbursement rates at the time the mileage is incurred (as defined above).
- 4.3.7 For all reimbursements related to attendance at any trainings required herein, the contractor shall comply with the requirements stated in Attachment E related to, but not limited to, incidental expenses, "extras", no-shows, and room cancellation.
- 4.3.8 The contractor shall not be responsible for, nor be reimbursed for, foster/adoptive resource provider applicant expenses related to attendance at Department required trainings.
- 4.3.9 If a request by the contractor for payment or reimbursement is denied, the Department will provide the contractor with notice of the reason(s) for denial.
- 4.3.10 If the contractor is overpaid by the Department, upon official notification by the Department, the contractor shall provide the Department (1) with a check payable as instructed by the Department in the amount of such overpayment at the address specified by the Department or (2) deduct the overpayment from the monthly invoices as requested by the Department.
- 4.3.11 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, etc.

**END OF PART FOUR: SCOPE OF WORK - Specific Foster Care Training Services for Resource Providers  
Serving Children with Elevated Behavioral and Emotional Needs**



**5. SCOPE OF WORK – Specific Foster Care Consultation Services for Resource Providers Serving Children with Elevated Behavioral and Emotional Needs**

*This section includes mandatory specific foster care consultation services for resource providers serving children with elevated behavioral and emotional needs and requirements that must be adhered to by the Department and the contractor unless changed by a contract amendment.*

**5.1 Foster Care Parent Consultation, Technical Assistance, and Family Meeting Requirements for Those Serving Children with Elevated Behavioral and Emotional Needs:**

5.1.1 At the request of the Department, the contractor shall perform the following for those Department's staff working with the resource providers serving children with elevated behavioral and emotional needs: consultation/technical assistance or family meeting activities. At the time of the request, the Department will provide the contractor with the location where the service shall be provided, the schedule for the service, the content of the service, and proposed goal of the service. The contractor shall provide services to Department staff, members of the Department multidisciplinary/inter-disciplinary teams, resource providers and others as deemed appropriate by the Department (collectively referred hereinafter to as the designated recipient).

5.1.2 Consultation and Technical Assistance –

- a. The contractor shall provide face-to-face consultation and technical assistance to designated recipients regarding resource providers who serve children with elevated behavioral and emotional needs and other resource providers, either in individual or group session formats.
- b. The contractor shall provide consultation and technical assistance to designated recipients by demonstrating techniques and facilitating discussions that reflect the practices in the Child Welfare Manual, and as defined by the Department.
- c. The contractor shall provide consultation and technical assistance to designated recipients on successfully developing and reviewing an effective resource provider assessment or reassessment (hereinafter referred to as "assessment(s)"), including the various elements of the assessment, in accordance with the following:
  - 1) The contractor shall focus on assessment strategy that is ecological and holistic in orientation;
  - 2) The contractor shall provide information and techniques on developing the assessments in partnership with the foster/adoptive resource provider; and
  - 3) The contractor shall provide consultation and technical assistance in developing skills in assessments based upon identification and development of foster/adoptive resource provider assets and areas of need.
- d. The contractor shall provide consultation and technical assistance to designated recipients in the use of all relevant Department assessment tools, which may be found on the internet at <http://dss.mo.gov/cd/info/forms/>.
- e. The contractor shall provide consultation and technical assistance to designated recipients on successfully developing and reviewing an effective service plan with resource providers serving children with elevated behavioral and emotional needs including the various elements of the service plan, in accordance with the following:
  - 1) The contractor shall focus on a service-planning strategy that is strengths-based in orientation and emphasizes empowerment;
  - 2) The contractor shall provide information and techniques on developing the service plan in partnership with the foster/adoptive resource provider;
  - 3) The contractor shall focus on the development of behaviorally specific service goals that describe what the family will be doing differently when change occurs. These goals should be measurable,



realistically obtainable, time-limited, and designed to be mutually agreed upon by the contractor and the foster/adoptive resource provider;

- 4) The contractor shall provide consultation and technical assistance in developing and utilizing formal and informal resources, as identified by the foster/adoptive resource provider and other members of the family support team and directed toward specific, measurable outcomes.
- f. The contractor shall provide consultation and technical assistance to designated recipients on family-centered intervention strategies and techniques for working with families to:
- 1) Prevent child abuse/neglect, resolve child abuse/neglect, and structure for child/family safety;
  - 2) Provide crisis intervention, mediation, and anger/risk management;
  - 3) Identify and assist families in the resolution of domestic violence and substance abuse;
  - 4) Determine adult, child, and special learner needs, and meet the preferred learning styles of each family member;
  - 5) Develop job readiness skills;
  - 6) Provide parenting/child development education;
  - 7) Provide family, individual, and couples counseling;
  - 8) Develop communication and negotiation skills;
  - 9) Identify and provide other services that meet the specific needs of the family;
  - 10) Develop home maintenance/housekeeping skills; and
  - 11) Develop linkages with community resources.
- g. The contractor shall provide consultation and technical assistance to designated recipients on the dynamics of repetitive and dependent behavior among family members.
- h. The contractor shall provide consultation and technical assistance regarding the causal effects of repetitive and dependent behavior within a family and the appropriate place of intervention.
- 1) The consultation and technical assistance shall include the dynamics of repetitive and dependent behaviors, suggestions on "minimum levels of functioning" in the behavior, and setting goals and objectives with families.
- i. The contractor shall provide consultation and technical assistance to designated recipients on family-centered strategies and techniques for ensuring that decisions regarding the out-of-home placement or return home of a child are made in a sensitive and timely manner that support the best interests of the child.
- j. The contractor shall provide consultation and technical assistance specific to one family situation, yet it shall be presented in a manner that enables designated recipients to apply this knowledge to other family situations.
- k. The contractor's consultation and technical assistance shall be based on sensitivity and respect for diversity. The impacts of which, within a family, shall be addressed as significant to the family, the contractor, and the family's community.
- l. The contractor shall provide family-centered consultation and technical assistance to designated recipients in accordance with the following:
- 1) Consultation and technical assistance shall be direct education and information on the family-centered and family-systems approach to working with families;
  - 2) Consultation and technical assistance shall include modeling by the contractor of skills as they apply to the family-centered practice model with families; and

3) Consultation and technical assistance shall include modeling by the contractor of clinical supervision and clinical consultation skills as the skills apply to supervisors, managers, and administrators.

- m. The contractor shall perform additional services such as, but not limited to, modeling and coaching which are mutually agreeable to the Department and the contractor.
- n. The contractor shall document attendance at all consultation and technical assistance sessions with a sign-in sheet including date of service, location, topic of session, and time spent in the session, and name and signature of the designated recipients in attendance.
- o. At the completion of a consultation and technical assistance session, the contractor shall provide the sign-in sheet and submit a resource provider report to the Department for each judicial circuit served.

#### 5.1.3 Foster Care Parent Family Meeting for Resource Providers Serving Children with Elevated Behavioral and Emotional Needs Requirements –

- a. The contractor shall assist designated recipients with the purpose of enhancing the skills of the designated recipients in conducting meetings regarding families involved with the Department and to serve families. This may include intact families, families with children at imminent risk of out-of-home placement, and families with children in out-of-home care. Family meetings include, but are not limited to, family support team meetings (FSTs), family conferences, team decision meetings (TDM), and other similarly focused meetings.
  - 1) Assistance in family meetings may include the facilitation of family support team meetings as well as serving as a consultant to the family support team meeting on a case-by-case basis. Such assistance shall include the teaching of team meeting facilitation skills through demonstration and modeling during family support team meetings.
  - 2) The contractor shall participate with Department personnel in pre- and post-family meeting discussions. Pre-family meeting discussion shall be focused on the planning of what is intended to be accomplished during the family meeting. Post-family meeting discussion shall be focused on the debriefing of the family meeting, including identification and processing of information learned and other meeting accomplishments.
- b. The contractor shall assist Department supervisors, managers, and administrators in developing skills to coach family meeting members in successful facilitation of family meetings. Such assistance shall include modeling of meeting facilitation skills and pre- and post-meeting discussion.
- c. The family meetings shall be held in a location that will best meet the needs of the family, to promote the family's participation. The contractor shall travel to such location.
  - 1) Family meetings will normally be conducted within the county of the family/child's residence. Possible meeting locations may include the Department office, the family/child's residence, or other place convenient to the family/child and conducive to the meeting process.
  - 2) The contractor's participation in family meetings shall be as a professional resource of family systems and family-centered practice knowledge and skill.
  - 3) The contractor shall document attendance at all family meetings with a sign-in sheet including date of service, location, topic of session, and time spent in the session, and name and signature of the designated recipients in attendance.

## 5.2 Invoicing and Payment Requirements:

- 5.2.1 The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

- 5.2.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 5.2.3 Invoicing: On a monthly basis, the contractor shall submit an itemized invoice to the local Department office that authorized the contractor to provide services. For contact information for any local Department office, the contractor may access information for the Department under <http://www.dss.mo.gov/> in the format provided by the Department after issuance of the IFB.
- a. The contractor shall certify, in writing, that the services for which the invoice is being submitted have been completed.
  - b. The contractor shall submit all invoices for payment no later than 30 days after completion of the services invoiced.
  - c. The contractor shall submit the invoice to the local Department office in accordance with the Department invoicing process. The Department will provide the contractor with the invoicing process upon the effective date of the contract.
  - d. The contractor must submit invoices on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS and must assign a unique invoice number and contain the remittance address included in the contractor's MissouriBUYS vendor registration with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the Department's payment to the invoice submitted.
    - 1) The unique invoice number must be alpha, numeric, or a combination of alpha and numeric and must not exceed 12 characters
  - e. The Department anticipates that the Office of Administration, Division of Accounting, will impose a deadline for final fiscal year end invoices submitted by the contractor for each contract period. If the Office of Administration, Division of Accounting imposes a deadline, the Department will provide the contractor with written notification of the deadline for invoices due for the state's fiscal year end. The Department anticipates the deadline will most likely occur during the month of June and prior to the end of each contract period (June 30).
    - 1) The contractor shall submit a final fiscal year end invoice for all services actually provided up until the Department deadline indicated in the written notification. The invoice shall specify the actual dates of service.
    - 2) For any services provided after the deadline in the written notification, the contractor shall invoice for such services the following month. The invoice shall specify the actual dates of service.
  - f. Final invoices are due by no later than 60 calendar days of the expiration of the contract. The Department shall have no obligation to pay any invoice submitted after the due date.
- 5.2.4 Payments – For services authorized by the Department, the contractor shall be paid in accordance with the applicable firm, fixed price stated on the Pricing Page, to include all costs associated with the contractor's delivery of said service, including but not limited to travel and preparation time.
- a. Consultation, Technical Assistance, and Family Meetings - The contractor shall be paid the applicable firm, fixed price for each hour of consultation, technical assistance, or attendance at family meetings. In the event less than a full hour of service is provided, the price shall be prorated to the nearest quarter hour.
  - b. The contractor shall not receive payment for any of the above services until the Department is in receipt of all reports and written assessments as required herein and such reports and written assessments have been approved by the local Department office.

- c. Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the Department may withhold payment or reject invoices under the contract.
- d. The local Department office shall not be required to make payments to the contractor until the contractor has demonstrated compliance with the requirements of all services invoiced.
- e. If requested and directed by the local Department office, the contractor shall provide additional information prior to approval of payment of the invoice.
- f. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: [Welcome to the Missouri Vendor Services Portal \(mo.gov\)](#).

5.2.5 Lodging Arrangements for Training Required by Department - For coordination purposes, the Department strongly encourages the contractor to coordinate with the Department if/as needed for lodging arrangements for training. To register for trainings required by the Department, the contractor should contact the Department Training Unit at [Cd.profdevelopment@dss.mo.gov](mailto:Cd.profdevelopment@dss.mo.gov).

- a. Required Trainings for Contractor and Contractor's Personnel summarized:
  - 1) Any current contractor approved and required training or any other localized pre-service or in-service training required by the Department as specified in the Contractor Qualifications and Personnel Requirements.
  - 2) Overview Session - Overview session, as specified in the Contractor Qualifications and Personnel Requirements.
- b. Direct Billing - The Department strongly encourages the contractor to have lodging direct billed to the Department for the contractor's personnel attending required training as specified herein. To arrange direct billing, the contractor should contact the Department Training Unit. If the lodging is not direct billed to the Department, the contractor shall arrange lodging through the local Department office.

5.2.6 Reimbursements For the Contractor for Attendance at Department Required Trainings – The contractor shall be reimbursed for actual and reasonable mileage, and meals, as well as lodging if not direct billed to the Department, in accordance with the Department's policy for the contractor's personnel attending required training of (1) Overview session, as specified in the Personnel Requirements section, and (2) Trainer eligibility training or any other localized Pre-Service or In-service Training, required by the Department sessions, as specified in the Personnel Requirements.

- a. Rates for reimbursement typically change July 1 of each year. The Department will provide the contractor information regarding reimbursement rates upon issuance of the IFB.
- b. In accordance with travel policies, when traveling on state business, meals will only be reimbursed when the individual is in continuous travel status of over 12 hours or when the contractor's personnel is in overnight travel status.
- c. The local Department office will reimburse mileage in accordance with the current state reimbursement rates at the time the mileage is incurred (as defined above).

5.2.7 For all reimbursements related to attendance at any trainings required herein, the contractor shall comply with the requirements stated in Attachment E related to, but not limited to, incidental expenses, "extras", no-shows, and room cancellation.

5.2.8 The contractor shall not be responsible for, nor be reimbursed for, foster/adoptive resource provider applicant expenses related to attendance at Department required trainings.

5.2.9 If a request by the contractor for payment or reimbursement is denied, the Department will provide the contractor with notice of the reason(s) for denial.

- 5.2.10 If the contractor is overpaid by the Department, upon official notification by the Department, the contractor shall provide the Department (1) with a check payable as instructed by the Department in the amount of such overpayment at the address specified by the Department or (2) deduct the overpayment from the monthly invoices as requested by the Department.
- 5.2.11 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, etc.

**END OF PART FIVE: SCOPE OF WORK – Specific Foster Care Consultation Services for Resource Providers  
Serving Children with Elevated Behavioral and Emotional Needs**

**6. SCOPE OF WORK – Specific Foster Care Trauma Curriculum In-Service Training for Resource Providers Serving Children with Elevated Behavioral and Emotional Needs**

*This section includes mandatory specific foster care trauma curriculum in-service training for resource providers serving children with elevated behavioral and emotional needs and requirements that must be adhered to by the Department and the contractor unless changed by a contract amendment.*

**6.1 Foster Care Trauma Curriculum In-Service Training Requirements for Resource Providers Serving Children with Elevated Behavioral and Emotional Needs:**

6.1.1 Prior to conducting trauma curriculum in-service training, the contractor must receive prior written authorization from the Department. The contractor shall begin providing service on the date mutually agreed upon by the contractor and local Department office.

a. Prior to conducting the in-service training, the contractor must complete the Department specified trauma curriculum train-the-trainer and be approved to train the trauma curriculum by the designated Department official.

1) For informational purposes, the only trauma curriculum currently approved by the Department is the Resource Parent Curriculum (RPC) Trauma as provided by the designated Department official.

b. The contractor shall conduct the trauma curriculum in-service training in groups of, at a minimum, five (5) licensed Department resource providers as referred by the Department. The contractor may have more than five foster/adoptive resource provider units in a group, but at a minimum five must be those referred by the Department.

c. The contractor shall use the current Department policy required trauma in-service training curriculum.

d. The contractor shall provide in-service training modules in two (2) hour sessions, unless otherwise requested by the Department and agreed to by the contractor.

6.1.2 At the completion of the trauma curriculum in-service training event, a total of eight modules, the contractor shall submit a report to the Department for each for each awarded judicial circuit which must contain the following:

a. List of names (attendance sheet) of licensed foster/adoptive resource provider units participating in in-service training;

b. Name of trainer, curriculum trained, and number of hours of training; and

c. List of names of foster/adoptive resource provider units who began but did not complete the in-service training session and the reasons why the foster/adoptive resource provider unit did not complete the in-service training.

**6.2 Invoicing and Payment Requirements:**

6.2.1 The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

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

6.2.3 Invoicing – On a monthly basis, the contractor shall submit an itemized invoice to the local Department office that authorized the contractor to provide services. For contact information for any local Department office, the contractor may access information for the Department under <http://www.dss.mo.gov/> in the format provided by the Department after issuance of the IFB.

- a. The contractor shall certify, in writing, that the services for which the invoice is being submitted have been completed.
- b. The contractor shall submit all invoices for payment no later than 30 days after completion of the services invoiced.
- c. The contractor shall submit the invoice to the local Department office in accordance with the Department invoicing process. The Department will provide the contractor with the invoicing process upon the effective date of the contract.
- d. The contractor must submit invoices on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS and must assign a unique invoice number and contain the remittance address included in the contractor's MissouriBUYS vendor registration with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the Department's payment to the invoice submitted.
  - 1) The unique invoice number must be alpha, numeric, or a combination of alpha and numeric and must not exceed 12 characters
- e. The Department anticipates that the Office of Administration, Division of Accounting, will impose a deadline for final fiscal year end invoices submitted by the contractor for each contract period. If the Office of Administration, Division of Accounting imposes a deadline, the Department will provide the contractor with written notification of the deadline for invoices due for the state's fiscal year end. The Department anticipates the deadline will most likely occur during the month of June and prior to the end of each contract period (June 30).
  - 1) The contractor shall submit a final fiscal year end invoice for all services actually provided up until the Department deadline indicated in the written notification. The invoice shall specify the actual dates of service.
  - 2) For any services provided after the deadline in the written notification, the contractor shall invoice for such services the following month. The invoice shall specify the actual dates of service.
- f. Final invoices are due by no later than 60 calendar days of the expiration of the contract. The Department shall have no obligation to pay any invoice submitted after the due date.

6.2.4 Payments – For services authorized by the Department, the contractor shall be paid in accordance with the applicable firm, fixed price stated on the Pricing Page, to include all costs associated with the contractor's delivery of said service, including but not limited to travel and preparation time.

- a. Foster Care Trauma Curriculum In-Service Training – The Department shall pay the contractor the applicable firm, fixed price for each two hour training session of resource providers serving children with elevated behavioral and emotional needs provided to a group of, at a minimum, five Department referred foster/adoptive resource provider unit applicants. In the event the contractor schedules the trauma training and less than five resource provider applicants attend, the contractor shall be paid a prorated amount by the number of applicants that attend (divide the fixed rate by the minimum number of five to find an hourly rate and divide that number by the number of applicants that attended). The applicable firm, fixed price for the foster care trauma curriculum in-service training for resource providers serving children with elevated behavioral and emotional needs shall be for the judicial circuit the majority of the resource provider applicant attendees intend to serve and not the judicial circuit in which the training is conducted. If there is no majority then the firm, fixed price will be for the circuit where the training was based.

- b. The contractor shall not receive payment for any of the above services until the Department is in receipt of all reports and written assessments as required herein and such reports and written assessments have been approved by the local Department office.
- c. Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the Department may withhold payment or reject invoices under the contract.
- d. The local Department office shall not be required to make payments to the contractor until the contractor has demonstrated compliance with the requirements of all services invoiced.
- e. If requested and directed by the local Department office, the contractor shall provide additional information prior to approval of payment of the invoice.

6.2.5 Lodging Arrangements for Training Required by Department - For coordination purposes, the Department strongly encourages the contractor to coordinate with the Department if/as needed for lodging arrangements for training. To register for trainings required by the Department, the contractor should contact the Department Training Unit at [cd.profdevelopment@dss.mo.gov](mailto:cd.profdevelopment@dss.mo.gov).

- a. Required Trainings for Contractor and Contractor's Personnel summarized:
  - 1) Any current contractor approved and required training or any other localized pre-service or in-service training required by the Department as specified in the Contractor Qualifications and Personnel Requirements.
  - 2) Overview Session - Overview session, as specified in the Contractor Qualifications and Personnel Requirements.
- b. Direct Billing - The Department strongly encourages the contractor to have lodging direct billed to the Department for the contractor's personnel attending required training as specified herein. To arrange direct billing, the contractor should contact the Department Training Unit. If the lodging is not direct billed to the Department, the contractor shall arrange lodging through the local Department office.

6.2.6 Reimbursements For the Contractor for Attendance at Department Required Trainings - The contractor shall be reimbursed for actual and reasonable mileage, and meals, as well as lodging if not direct billed to the Department, in accordance with the Department's policy for the contractor's personnel attending required training of (1) Overview session, as specified in the Personnel Requirements section, and (2) Trainer eligibility training or any other localized Pre-Service or In-service Training, required by the Department sessions, as specified in the Personnel Requirements.

- a. Rates for reimbursement typically change July 1 of each year. The Department will provide the contractor information regarding reimbursement rates upon issuance of the IFB.
- b. In accordance with travel policies, when traveling on state business, meals will only be reimbursed when the individual is in continuous travel status of over 12 hours or when the contractor's personnel is in overnight travel status.
- c. The local Department office will reimburse mileage in accordance with the current state reimbursement rates at the time the mileage is incurred (as defined above).

6.2.7 For all reimbursements related to attendance at any trainings required herein, the contractor shall comply with the requirements stated in Attachment E related to, but not limited to, incidental expenses, "extras", no-shows, and room cancellation.

6.2.8 The contractor shall not be responsible for, nor be reimbursed for, foster/adoptive resource provider applicant expenses related to attendance at Department required trainings.

6.2.9 If a request by the contractor for payment or reimbursement is denied, the Department will provide the contractor with notice of the reason(s) for denial.



- 6.2.10 If the contractor is overpaid by the Department, upon official notification by the Department, the contractor shall provide the Department (1) with a check payable as instructed by the Department in the amount of such overpayment at the address specified by the Department or (2) deduct the overpayment from the monthly invoices as requested by the Department.
- 6.2.11 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, etc.

**END OF PART SIX: SCOPE OF WORK – Specific Foster Care Trauma Curriculum In -Service Training for Resource Providers Serving Children with Elevated Behavioral and Emotional Needs**

## 7. MISCELLANEOUS CONTRACTUAL REQUIREMENTS

*This section includes mandatory miscellaneous contractual requirements that must be adhered to by the Department and the contractor unless changed by a contract amendment.*

### 7.1 Reporting and Recordkeeping Requirements:

7.1.1 As determined collaboratively with the contractor and approved by the Department, the contractor shall provide the Department with a quarterly report for each awarded judicial circuit addressing the established goals/outcomes for each awarded judicial circuit served during the period. The contractor's report must contain the information approved by the Department, such as but not limited to, the following examples:

- a. Number and names of resource providers who withdrew or were selected out of the foster care/adoption process and the reasons and, if possible, include the departmental vendor number (DVN);
- b. Number and names of resource providers who were not eligible for licensure due to criminal or child abuse/neglect (CA/N) history;
- c. Number and names of resource provider applicants beginning pre-service training. The contractor must provide the names of these resource provider applicants to the local Department office prior to the resource providers beginning the first pre-service training session;
- d. Number and names of resource provider applicants who have begun an assessment;
- e. Number and names of resource provider applicants who have completed the assessment process;
- f. The number of assessments returned to the contractor by Department because of the need for changes;
- g. Number and names of resource provider applicants who have completed the assessment process within 90 calendar days of the referral by the Department;
- h. Number and names of resource provider applicants recommended for licensure as a foster parent;
- i. Number and names of resource provider applicants not recommended for licensure as a foster parent and the reason for such decisions;
- j. Number and names of adoptive family applicants recommended for adoptive placements;
- k. Number and names of adoptive family applicants not recommended for adoptive placements and the reasons for such decisions;
- l. Number and names of resource provider applicants withdrawing from the foster care/adoption process and the reasons for withdrawal;
- m. Number of reassessments assigned by the local Department office;
- n. Number of reassessments completed and submitted for approval to the local Department office;
- o. Number of reassessments that resulted in continued licensure of foster family units, by the local Department office;
- p. Number of reassessments which resulted in continued approval of adoptive family units, by the local Department office;
- q. Number of reassessments resulting in resource providers withdrawing from the Department's Foster Parent Program and the reasons for such; and
- r. Number of reassessments resulting in recommendation of revocation of a foster family unit's license or rescinding the approval of an adoptive family unit.

- 7.1.2 The contractor's personnel shall report to the Child Abuse/Neglect Hotline (1-800-392-3738) any suspected instances of child abuse or neglect when required by state law. Refer to sections 210.115 and 210.109, RSMo. All contractor personnel shall be mandatory reporters and have an independent obligation to report suspected incidents of child abuse and neglect to the Department under section 210.115, RSMo.
- 7.1.3 The contractor shall maintain auditable records for all activities performed under the contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall reflect, at a minimum:
- a. Itemized revenues and expenditures related to the performance of the contract;
  - b. The number and type of resource homes served;
  - c. Detailed documentation of services provided, included progress notes;
  - d. Any and all records necessary for performing a full audit of the contractor's performance under the contract; and
  - e. Other relevant records.
- 7.1.4 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under the contract. The contractor shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The contractor shall immediately notify the Department of any cash flow issues where the contractor's obligations required under the contract would be in jeopardy.
- 7.1.5 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises and records which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.
- 7.1.6 The contractor shall provide the Department with access to its files without limitation. If access is denied or limited, the Department reserves the right to terminate payment from the day access to files is denied or limited.
- 7.1.7 The contractor shall retain all records pertaining to the contract for 10 years after the expiration of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the ten (10) year limitation and is unresolved. All records shall be retained until all audit questions and legal actions have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated or cancelled.
- a. The contractor may retain all records electronically. However, the contractor must provide records in a written format when required by the Department.
- 7.1.8 The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address, Executive Director, or change in ownership or control of the contractor's organization.
- 7.1.9 The contractor shall make all such records, books, and other documents relevant to the contract available at all reasonable times and in a format acceptable to the Department and its designees and the Missouri State Auditor during the term of the contract, and for five years from the date of final payment on the contract, the final resolution of any litigation pertaining to a child who is served under the contract, the final resolution of any litigation involving the contract, or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it. The contractor shall fully comply with any and all litigation holds placed on the contractor or the contractor's records by the Division of Legal Services, the Missouri Attorney General's Office or a court of competent jurisdiction. For the purposes of the contract, a "litigation hold" shall be any directive or request directed to the contractor to preserve, protect and maintain information, data, documents or records of the contractor. Litigation holds shall apply to any information, data, documents or

records maintained by the contractor, its agents, officers or employees in any manner in any medium (including paper and electronic).

7.1.10 The contractor shall permit governmental auditors and authorized representatives of the State of Missouri to have access for the purpose of audit or examination of any of the books, documents, papers, and records of the contractor's recording receipts and disbursements of any of the funds made available to the contractor under the contract at any reasonable time.

7.1.11 The contractor further 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, provided that it may contest any such exception by any legal procedure it deems appropriate and that the Department will pay the contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.

## 7.2 **Oversight/Contract Monitoring:**

7.2.1 The contractor shall allow reasonable and timely site visits by the Department. Contractor shall require appropriate identification and documentation of the authority of all persons making site visits.

7.2.2 The contractor shall notify the Department in writing, thirty (30) calendar days in advance of any program changes, which directly affect service delivery under the terms of the contract. The Department and contractor agree that they shall make no changes to the contract except by written amendment the Department issues.

7.2.3 If requested by the Department, the contractor shall participate in a semi-annual meeting of contractors, local office, and Department staff to discuss issues and collaborations.

7.2.4 At a minimum of at least quarterly, the contractor shall meet with the local Department office staff in each judicial circuit awarded to review and discuss pending applicants and plan training sessions and other activities related to the performance of services under the contract.

7.2.5 The Department reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the Department determines the contractor to be at high-risk for non-compliance, the Department shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:

- a. Requiring additional, more detailed financial reports or other documentation;
- b. Additional contract monitoring;
- c. Requiring the contractor to obtain technical or management assistance; and
- d. Establishing additional prior approvals from the Department.

7.2.6 If the Department has concerns with the contractor's performance as it relates to provision of services in the contract which are not resolved to the satisfaction of the Department, or if the Department determines that a situation is serious (i.e. failure to report a critical incident), the Department may issue a "letter of concern" to notify the contractor of its concerns or the contract may be cancelled.

- a. The Department's letter of concern will:
  - 1) Inform the contractor of the reason for the Department's concern;
  - 2) Inform the contractor of the Department's desired resolution/corrective action to be taken by contractor;
  - 3) Require the contractor to resolve the situation to the Department's satisfaction; and
  - 4) Require the contractor to provide a written corrective action plan for preventing the situation/incident from recurring.

- b. The contractor shall submit the corrective action plan to the Department within five business days of receipt of the "letter of concern". Failure of the contractor to respond in writing to the letter of concern within five business days of receipt of the letter may result in the Department withholding 50% of the next monthly payment to the contractor and each subsequent month until the Department receives a written response.
- c. The Department will review the proposed corrective action plan and approve, deny, or require modifications to the corrective action plan within ten business days.
- d. Failure of the contractor to implement corrective action upon Department approval of the plan shall be considered a breach of contract and subject to the remedies available to the State of Missouri including contract cancellation.

**END OF PART SEVEN: MISCELLANEOUS CONTRACTUAL REQUIREMENTS**

## **8. CONTRACTUAL REQUIREMENTS**

*This section includes mandatory contractual requirements that must be adhered to by the Department and the contractor unless changed by a contract amendment.*

### **8.1 Contract:**

8.1.1 A binding contract shall consist of: (1) the IFB, addendums thereto, (2) the contractor's bid, (3) clarification of the bid, if any, and (4) the Department's acceptance of the bid by IFB. All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

a. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

1) The State of Missouri does not negotiate contracts after award.

b. Any change to the contract, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

### **8.2 Contract Period:**

8.2.1 The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for three additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract, shall remain the same and apply during renewal periods.

### **8.3 Renewal Period:**

8.3.1 In the event the Department exercises its option for renewal, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period except as stated herein in regard to pricing. All prices for the renewal periods will remain the same as that for the original contract period unless changes to the funds for foster care adoption resource services, training, and consultation services are made by the Governor or the Missouri General Assembly.

a. If additional funds are appropriated for the renewal period, the contractor may be given an opportunity to request an amount up to a maximum price specified in an amendment issued by the Department.

b. If funds are reduced for the renewal period, the contractor will be advised of the applicable decrease for the renewal period. If such reductions are rejected by the contractor, the contract may be terminated and a new procurement process may be conducted.

### **8.4 Contract Price:**

8.4.1 All prices shall be firm, fixed, and as indicated in Exhibit #1, Pricing Pages. Except as set forth below, the state shall not pay nor be liable for any other additional costs, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

### **8.5 Termination:**

8.5.1 The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least 30 calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and

supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

## 8.6 **Transition:**

8.6.1 The contractor shall work with the Department and any other organizations designated by the Department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Department.

8.6.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the Department. If requested by the Department, the contractor shall provide or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department or to the Department's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the Department.
- b. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.
- c. The contractor shall not accept any new foster/adoptive resource provider on behalf of the Department nor be paid for service to any new foster/adoptive resource provider by the Department if service is implemented after the termination or cancellation date of the contract. In the event that services for a foster/adoptive resource provider are referred or transferred to another organization, the contractor shall furnish all records, treatment plans, and recommendations, which are necessary to ensure continuity and consistency of care for the foster/adoptive resource provider.
- d. If requested in writing via formal contract amendment, the contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 120 calendar days after the expiration, termination, or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
  - 1) The contractor must obtain specific written approval from the Department prior to providing continuing services to any foster/adoptive resource provider after the termination or cancellation of the contract. The written approval must identify the specific foster/adoptive resource provider and contain a date for the termination of service for the foster/adoptive resource provider.
  - 2) The decision to allow a foster/adoptive resource provider to receive continuing services shall be made by the Department on a case-by-case basis at its sole discretion.

## 8.7 **Contractor Liability:**

8.7.1 The contractor shall be responsible for any and all tort or statutory liability to third-parties (including, but not limited to, the contractor's agents, employees, and subcontractors) arising out of the contractor's provision of any equipment or services under the contract. In addition, the contractor agrees to defend and indemnify the State of Missouri, its agencies, employees, and assignees from and against all such liability.

- a. The contractor also agrees to indemnify, defend, and hold harmless the State of Missouri, its agencies, employees, and assignees from and against any and all tort or statutory liability arising out of the provision of any equipment or services by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring solely as a result of any negligent act or omission by the State of Missouri, its agencies, employees, or assignees.

- c. The contractor shall not be responsible for any of the following: (1) third party claims against the State of Missouri for losses or damages except as described above (2) consequential damages (including lost profits or savings), even if the contractor is informed of their possibility.

8.7.2 The contractor shall understand and agree that pursuant to the Constitution of the State of Missouri, Article III, Section 39 the state shall not indemnify, hold harmless, or agree in advance to defend any person or entity.

#### 8.8 **Insurance:**

8.8.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is canceled, the Department must be notified at least thirty (30) calendar days prior to such cancellation.

#### 8.9 **Subcontractors:**

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

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
  - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
  - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

#### 8.10 **Authorized Personnel:**

8.10.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.



- 8.10.2 If the contractor is found to be in violation of this requirement or the applicable 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.
- 8.10.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 8.10.4 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:
- a. 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
  - b. Provide to the Department 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
  - c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 8.10.5 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.
- 8.11 **Contractor Status:**
- 8.11.1 The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an Department of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 8.12 **Coordination:**
- 8.12.1 The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Department.
- 8.13 **Property of State:**
- 8.13.1 The contractor shall agree and understand that all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the Department.

- a. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the Department.

#### 8.14 **HIPAA:**

- 8.14.1 The Department is subject to and must comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein.
- 8.14.2 The contractor shall be a "Business Associate" of the Department, as defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103, and shall comply with the provisions of the Business Associate Agreement attached hereto as Attachment F.

#### 8.15 **Confidentiality:**

- 8.15.1 All discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential, to the extent required by law.
- 8.15.2 The contractor shall release no reports, documentation or material prepared pursuant to the contract to the public without the prior written consent of the Department, unless such disclosure is required by law.
- 8.15.3 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 8.15.4 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the contract. Such safeguards shall include, but not be limited to:
  - a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
  - b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
  - c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;
  - d. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
  - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.
- 8.15.5 Substance Abuse Records- 42 U.S.C. §§290dd-2 and 42 C.F.R. Part 2.1 governs the confidentiality of substance abuse records and provides for specific mechanisms to obtain such records and the information therein. Any records and information that may be maintained by the Department or contractor concerning confidential drug or alcohol treatment or for any medical, psychological, or psychiatric treatment would be released by the consent of the recipient of the treatment. Those releases do not permit the Department/contractor to further release that information without the consent of the patient unless authorized by court order entered pursuant to procedures set out at 42 C.F.R. §2.61 et seq.

- a. The Department of Health and Human Services issued a final rule which substantially revises 42 C.F.R. Part 2. The final rule went into effect April 16, 2024, and will be phased in over a two-year period. As the final rule is phased in over the two-year period, the Department reserves the right to revisit and alter the rights and duties of the above paragraph as necessary during the term of contract/agreement to ensure continued compliance with the final rule. The final rule may be viewed at <https://www.federalregister.gov/documents/2024/02/16/2024-02544/confidentiality-of-substance-use-disorder-sud-patient-records>.

#### 8.16 **Federal Fund Requirements:**

- 8.16.1 The contractor shall understand and agree that the contract involves the use of federal funds. Upon award of the contract, the Department will provide the contractor the federal fund information. In the event the federal fund information changes, the contractor will be notified in writing by the Department.
- 8.16.2 Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or contractor pursuant to 2 CFR Part 180, or any other applicable law.
- 8.16.3 Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.
  - a. The contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract. The contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.
- 8.16.4 Stevens Amendment - The contractor shall not issue any statements, press releases, requests for bids, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the Department, and the contractor shall clearly state the following:
  - a. The percentage of the total costs of the program or project that will be financed with federal money;
  - b. The dollar amount of federal funds for the project or program; and
  - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 8.16.5 Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the Department. The contractor shall obtain approval from the Department prior to the release of such publicity release or publications.
- 8.16.6 Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.
- 8.16.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.
  - a. The contractor certifies by signing the first page of the document that no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any Department, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. The contractor certifies that no funds under the contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The contractor shall not use any funds under the contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- c. The contractor certifies that no funds under the contract shall be used to pay the salary or expenses of the contractor, or an agent acting for the contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed, or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- d. The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- e. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Department, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - 1) The contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
    - Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
  - 2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

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

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

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

- b. The contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
- c. The contractor shall require the language of this certification be included in any subcontract or subaward that contains provisions for children’s services and that all subrecipients shall certify accordingly.
- d. Failure to comply with the provisions of the Pro-Children Act shall result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and the imposition of an administrative compliance order on the responsible entity.

8.16.10 Contractor Whistleblower Protections:

- a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- b. The contractor’s employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8.16.11 Human Rights and Affirmative Action:

- a. The contractor shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to the following:
  - 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - 2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
  - 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
  - 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, “ADAAA”) which prohibit discrimination on the basis of disabilities;
  - 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
  - 6) Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
  - 7) Genetic Information Non-Discrimination Act (GINA)
  - 8) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
  - 9) Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
  - 10) Missouri Governor’s E.O. #10-24; and
  - 11) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.

- b. In connection with the furnishing of equipment, supplies, or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, the contractor shall have and maintain an affirmative action program that shall include:
  - 1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
  - 2) The identification of a person designated to handle affirmative action;
  - 3) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
  - 4) The exclusion of discrimination from all collective bargaining agreements; and
  - 5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- c. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department 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.

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

**END OF PART EIGHT: CONTRACTUAL REQUIREMENTS**

## **9. BID SUBMISSION AND AWARD**

### **9.1 Submission Requirements:**

- 9.1.1 IFB front page must be signed and returned (with all necessary attachments and exhibits) to the Department by the applicable bid receipt date and time, if any, specified on the signature page of this document.
- a. Any form containing a signature line of the original IFB and any amendments to the IFB must be signed by the vendor and returned as part of the bid.
- 9.1.2 The preferred method of the bid submission is by e-mail to address indicated on the signature page of this document. The vendor should reference "FCARSTC" in the Subject Line of their e-mail.
- 9.1.3 Proposed Services - The vendor may submit a response for one or more of the four (4) services as identified below.
- a. Foster Care and Adoption Resource Services;
  - b. Foster Care Training Services for Foster/Adoptive Resource Providers Serving Children with Elevated Behavioral and Emotional Needs;
  - c. Foster Care Consultation Services for Foster/Adoptive Resource Providers Serving Children with Elevated Behavioral and Emotional Needs; and
  - d. Foster Care Trauma Curriculum In-service Training for Foster/Adoptive Resource Providers Serving Children with Elevated Behavioral and Emotional Needs
- 9.1.4 Proposed Judicial Circuits – The vendor may submit a response for one or more judicial circuits as identified below.
- a. Foster Care and Adoption Resources Services - The vendor may propose to provide services in any of Missouri's judicial circuits, except for those shaded in the map for the Recruitment, Licensure/Approval, and Retention of Missouri Resource Homes contract, included as Attachment C.
  - b. Foster Care Training Services for Foster/Adoptive Resource Providers Serving Children with Elevated Behavioral and Emotional Needs - The vendor may propose to provide services in any of Missouri's judicial circuits, except for those shaded in the map for the Recruitment, Licensure/Approval, and Retention of Missouri Resource Homes contract, included as Attachment C.
  - c. Foster Care Consultation Services for Foster/Adoptive Resource Providers Serving Children with Elevated Behavioral and Emotional Needs - The vendor may propose to provide services in any of Missouri's judicial circuits.
  - d. Foster Care Trauma Curriculum In-service Training for Foster/Adoptive Resource Providers Serving Children with Elevated Behavioral and Emotional Needs - The vendor may propose to provide services in any of Missouri's judicial circuits except for those shaded in the map for the Recruitment, Licensure/Approval, and Retention of Missouri Resource Homes contract, included as Attachment C.
- 9.2 **Submittal Documentation** - The vendor should include a completed copy of each exhibit and any other documentation requested or required herein with the bid.
- 9.2.1 Signed page one from the original IFB and all signed addendums should be placed at the beginning of the bid.
- 9.2.2 Pricing – The vendor must provide pricing as required on Exhibit #1-Pricing Page.
- 9.2.3 Experience - The vendor should complete Exhibit #2 with information related to previous and current services/contracts performed by the vendor's organization which are similar to the requirements of this IFB. If the vendor is proposing an entity other than the vendor to perform the required services, the vendor should also submit the information requested for such proposed subcontractor.
- 9.2.4 Relevant Litigation, Pending Investigation, Assessment, Substantiated Findings:
- a. Except for employment and workers' compensation matters, the vendor must disclose a list of relevant litigation within the past five (5) years involving the vendor, all of the vendor's employees, officers,

agents, and subcontractors. The vendor shall disclose the names of the parties (initials may be used in lieu of party name for minors); the Court and case number in which the case was filed; and a brief description of the claims or criminal charges brought. The vendor may include a copy of the complaint or petition.

- 1) Relevant litigation is defined as any civil claims, judgments, or out of court settlements or criminal charges which are pending or have been disposed of by a finding or plea of guilt, an Alford plea, or a plea of nolo contendere regarding the following:
  - Allegations of child abuse or neglect;
  - Personal injury to a client;
  - Violent acts, including but not limited to, domestic violence and other crimes against persons;
  - Acts against the family, which include, but are not limited to Orders of Protection, and criminal charges denominated as offenses against the family;
  - Fraud or misrepresentation;
  - Sexual offenses, including pornography, and any registration on a sexual offender registry;
  - Weapons offenses;
  - Controlled substance offenses; or
  - Any other claims or charges which relate to the delivery of foster care and adoption resource services, training and consultation services to children.
- b. The vendor's bid must also include a listing of pending investigation or assessment or "substantiated finding" of any vendor's employee, officer, agent, or subcontractor.
  - 1) Substantiated finding is defined as a court adjudication or determination by the Department of any Court or a probable cause or preponderance of the evidence finding, or substantially similar findings in this state or any other.
  - 2) The Department reserves the right to share disclosed litigation, pending investigations, assessments, or "substantiated findings" with all state and federal agencies, law enforcement agencies, state and federal auditors, children and families, Family Service Team (FST), and any courts, as determined by the Department.
- c. The vendor should present the above information on Exhibit #4, or any other format with the bid. The above information must be provided prior to award of the contract.

### 9.3 Other Vendor Notifications

- 9.3.1 Vendors should direct all questions regarding the IFB to the Procurement Unit at the phone number or email address listed on the signature page of this IFB.
- 9.3.2 Open Records: The vendor's response (bid) shall be considered an open record pursuant to Section 610.021 RSMo after a contract is executed or the bid is rejected.
- 9.3.3 The vendor shall comply with all requirements stated in the Terms and Conditions attached hereto.
- 9.3.4 Vendors are advised that the only official position of the Department is that position which is stated in writing and issued as an IFB and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.



#### 9.4 **Business Compliance**

9.4.1 The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that it and any proposed subcontractors are presently in compliance with such laws. The vendor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)
- Licenses, certifications, and/or accreditations for proposed personnel

#### 9.5 **Affidavit of Work Authorization and Documentation:**

9.5.1 Pursuant to section 285.530, RSMo, if the Department meets the section 285.525, RSMo definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.525&bid=14999&hl=>), the Department must affirm the Department'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 Department shall complete applicable portions of the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of exhibit and any required documentation must be submitted prior to an award of a contract.

#### 9.6 **Debarment Certification:**

9.6.1 The Department certifies by signing the signature page of this original document and any amendment signature page(s) that the Department is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.

9.6.2 The Department must complete and submit the exhibit titled Certification Regarding Debarment prior to award of a contract.

#### 9.7 **Contractor Registration with Secretary of State:**

9.7.1 The Department must complete and submit the exhibit titled Registration of Business Name with the Missouri Secretary of State prior to award of contract.

#### 9.8 **Anti-Discrimination against Israel Act**

9.8.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten (10) 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.

9.8.2 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten (10) 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.

- 9.8.3 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 (10) 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.
- 9.8.4 Regardless of company status or number of employees, the Department must complete and submit the applicable portion of the exhibit titled Anti-Discrimination Against Israel Act Certification. Pursuant to section 34.600, RSMo, if the Department meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Department has ten (10) or more employees, the Department must certify in writing that the Department 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, if awarded a contract, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to award of a contract.
- 9.9 Award Process:**
- 9.9.1 The Department will evaluate bids from responsive vendors. Any contracts resulting from this IFB will only be awarded to vendors meeting the requirements of the IFB.
- 9.9.2 After an initial screening process, a technical question and answer conference or interview may be conducted by the Department to clarify or verify information included in the vendor's response.
- 9.9.3 While the Department anticipates awarding contracts to any qualified, responsive vendors meeting the requirements stated herein, the Department reserves the right to consider other historic information and facts regarding the vendor in determining if an award of contract is in the best interest of the Department. The Department reserves the right to reject any bid for reasons that may include, but are not necessarily limited to:
- a. Receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services within the last three (3) years by the vendor, its personnel or any subcontractor(s) proposed to provide the services required herein; or
  - b. The inability of the vendor to document recent, responsible and reliable past experience/performance of similar services to those services required herein.
- 9.9.4 The Department reserves the right to make partial awards.
- 9.9.5 The Department reserves the right to reject a bid for failing to disclose relevant litigation, pending investigations, assessment, or substantiated finding. In addition, the Department reserves the right to not award a contract based upon the information disclosed.
- 9.9.6 Any award of a contract resulting from this IFB will be made only by written authorization from the Department.
- 9.9.7 The contract award does not guarantee that any or all of the services will be purchased. Services are authorized and purchased strictly on an as needed, if needed basis, as determined by the needs of the Department and its clients, the contractor's ability to meet those needs and the availability of Department funds.

**END OF PART NINE: BID SUBMISSION INFORMATION AND REQUIREMENTS**

## **Attachments A-E**

**The Attachments are a separate link that must be downloaded separately from the Department of Social Services Website at: <https://dss.mo.gov/bids/>.**

## Attachment F – Business Associate Agreement

(rev 12-13-2024)

(Health Insurance Portability and Accountability Act of 1996, as amended)

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the Department. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”
2. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et seq.* including, but not limited to the following:
  - a. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
  - b. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
  - c. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
  - d. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.
  - e. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
  - f. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
  - g. “Health Care” as defined in 45 CFR §160.103, shall mean care, services, or supplies related to the health of an individual. Health care includes but is not limited to, the following:
    - 1) Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
    - 2) Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.
  - h. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - i. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
  - j. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
  - k. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
    - 1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
    - 2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer
  - l. “Reproductive Health Care” as defined in 45 CFR §160.103, shall mean health care, as specified above, that affects the health of an individual in all matters relating to the reproductive system and to its functions and processes. This definition shall not be construed to set forth a standard of care for or regulate what constitutes clinically appropriate reproductive health care.

- m. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
  - n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
  - o. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.
4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**
- 6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.
- 6.2 The contractor shall not use or disclose Reproductive Health Information, consistent with 45 CFR §164.502(a)(5)(iii), for any of the following purposes:
- 1) Conducting a criminal, civil, or administrative investigation into or imposing criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care, where such health care is lawful under the circumstances in which it is provided.
  - 2) Identifying any person for the purposes of conducting such investigation or imposing such liability.
  - 3) The contractor shall comply with the attestation requirements of 45 CFR §164.509 for any use or disclosure of Protected Health Information (PHI) potentially related to reproductive health care.
- 6.3 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- 6.4 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- 6.5 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- 6.6 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- 6.7 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 6.8 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.
- 6.9 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.
7. **Obligations and Activities of the Contractor**
- 7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

- 7.2 The contractor shall use appropriate administrative, physical and technical safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
  - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
  - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
  - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
  - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- 7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.
- 7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect

of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

- 7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
  - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
  - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
  - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
  - e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- 7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
- 7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

8. **Obligations of the Department**

- 8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- 8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- 8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.
10. **Breach of Contract:** In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.



EXHIBIT #1

**PRICING PAGE**

**Foster Care and Adoption Resource Services Judicial Circuits** - The vendor shall mark all judicial circuit(s) in which vendor is able to provide foster care and adoption resource services. Judicial circuits not marked will be considered outside the awarded judicial circuit(s) (adjacent and non-adjacent).

| <b>Table 1</b>          |      |                                                   |                         |      |                                        |
|-------------------------|------|---------------------------------------------------|-------------------------|------|----------------------------------------|
| <b>Judicial Circuit</b> |      | <b>Counties Included</b>                          | <b>Judicial Circuit</b> |      | <b>Counties Included</b>               |
|                         | 1st  | Clark, Schuyler, Scotland                         |                         | 29th | Jasper                                 |
|                         | 2nd  | Adair, Knox, Lewis                                |                         | 30th | Benton, Dallas, Hickory, Polk, Webster |
|                         | 10th | Marion, Monroe, Ralls                             |                         | 31st | Greene                                 |
|                         | 11th | St. Charles                                       |                         | 32nd | Bollinger, Cape Girardeau , Perry      |
|                         | 12th | Audrain, Montgomery, Warren                       |                         | 33rd | Mississippi, Scott                     |
|                         | 13th | Boone, Callaway                                   |                         | 34th | New Madrid, Pemiscot                   |
|                         | 14th | Howard, Randolph                                  |                         | 35th | Dunklin, Stoddard                      |
|                         | 19th | Cole                                              |                         | 36th | Butler, Ripley                         |
|                         | 20th | Franklin, Gasconade, Osage                        |                         | 37th | Carter, Howell, Oregon, Shannon        |
|                         | 21st | St. Louis County                                  |                         | 38th | Christian                              |
|                         | 22nd | St. Louis City                                    |                         | 39th | Barry, Lawrence, Stone                 |
|                         | 23rd | Jefferson                                         |                         | 40th | McDonald, Newton                       |
|                         | 24th | Madison, St. Francois, Ste. Genevieve, Washington |                         | 41st | Macon, Shelby                          |
|                         | 25th | Maries, Phelps, Pulaski, Texas                    |                         | 42nd | Crawford, Dent, Iron, Reynolds, Wayne  |
|                         | 26th | Camden, Laclede, Miller, Moniteau, Morgan         |                         | 44th | Douglas, Ozark, Wright                 |
|                         | 27th | Bates, Henry, St. Clair                           |                         | 45th | Lincoln, Pike                          |
|                         | 28th | Barton, Cedar, Dade, Vernon                       |                         | 46th | Taney                                  |

**EXHIBIT #1, continued**

**Foster Care and Adoption Resource Services:** For each service the vendor proposes to provide, the vendor shall state a firm, fixed unit price, not to exceed the maximum bid price for the awarded judicial circuit(s).

If the vendor proposes to serve outside the awarded judicial circuit(s), the vendor should provide a firm, fixed price for outside the awarded judicial circuit(s). All costs associated with providing the required services, except the reimbursements specified in the IFB, shall be included in the stated prices, including but not limited to travel and preparation time.

| <b>TABLE 2<br/>FOSTER CARE AND ADOPTION RESOURCE SERVICES</b> |                                                                                                                |                                                                                        |                                                                                                                |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <b>Item</b>                                                   | <b>Description</b>                                                                                             | <b>Firm, Fixed Price (not to exceed<br/>Maximum Bid Price)<br/>Judicial Circuit(s)</b> | <b>Firm, Fixed Price<br/>Outside the Awarded (not to<br/>exceed Maximum Bid Price)<br/>Judicial Circuit(s)</b> |
| 1                                                             | Initial Screening Consultation Visit                                                                           | \$ _____<br><i>Per Visit: \$125 Maximum</i>                                            | \$ _____<br><i>Per Visit: \$150 Maximum</i>                                                                    |
| 2                                                             | Pre-Service Training<br>Minimum Group size of five (5)<br>foster/adoptive resource provider unit<br>applicants | \$ _____<br><i>Per 3-hour training session: \$400<br/>Maximum</i>                      | \$ _____<br><i>Per 3-hour training session: \$500<br/>Maximum</i>                                              |
| 3                                                             | Ad Hoc Pre-Service Training<br>Pre-Existing Training per family per<br>session                                 | \$ _____<br><i>Per 3-hour training session: \$150<br/>Maximum</i>                      | \$ _____<br><i>Per 3-hour training session: \$200<br/>Maximum</i>                                              |
| 4                                                             | Ad Hoc Pre-Service Training<br>One-On-One Training per family per<br>session                                   | \$ _____<br><i>Per 3-hour training session: \$200<br/>Maximum</i>                      | \$ _____<br><i>Per 3-hour training session: \$250<br/>Maximum</i>                                              |
| 5                                                             | Assessment                                                                                                     | \$ _____<br><i>Per completed assessment: \$1,200<br/>Maximum</i>                       | \$ _____<br><i>Per completed assessment: \$1,300<br/>Maximum</i>                                               |
| 6                                                             | Adoption Assessment                                                                                            | \$ _____<br><i>Per completed adoption assessment:<br/>\$600 Maximum</i>                | \$ _____<br><i>Per completed adoption assessment:<br/>\$700 Maximum</i>                                        |
| 7                                                             | In-Service Training<br>Minimum Group size of five (5)<br>foster/adoptive resource provider<br>units            | \$ _____<br><i>Per hour of in-service training: \$200<br/>Maximum</i>                  | \$ _____<br><i>Per hour of in-service training: \$250<br/>Maximum</i>                                          |
| 8                                                             | Ad Hoc In-Service Training - Pre-<br>Existing Training per family per<br>session                               | \$ _____<br><i>Per hour of in-service training: \$150<br/>Maximum</i>                  | \$ _____<br><i>Per hour of in-service training: \$200<br/>Maximum</i>                                          |
| 9                                                             | Ad Hoc In-Service Training – One-On-<br>One Training per family per session                                    | \$ _____<br><i>Per hour of in-service training: \$200<br/>Maximum</i>                  | \$ _____<br><i>Per hour of in-service training: \$250<br/>Maximum</i>                                          |
| 10                                                            | Reassessment                                                                                                   | \$ _____<br><i>Per completed reassessment: \$400<br/>Maximum</i>                       | \$ _____<br><i>Per completed reassessment: \$450<br/>Maximum</i>                                               |
| 11                                                            | Partial Reassessment                                                                                           | \$ _____<br><i>Per partial reassessment:<br/>\$200 Maximum</i>                         | \$ _____<br><i>Per partial reassessment:<br/>\$250 Maximum</i>                                                 |
| 12                                                            | Child Care Services for In-Person<br>Foster Parent Training                                                    | \$ _____<br><i>Per hour, per child:<br/>\$10 Maximum</i>                               | \$ _____<br><i>Per hour, per child:<br/>\$10 Maximum</i>                                                       |

**EXHIBIT #1, continued**

**Foster Care Training for Resource Providers Serving Children with Elevated Behavioral and Emotional Needs Judicial Circuits** - The vendor shall mark all judicial circuit(s) in which vendor is able to provide foster care training for resource providers serving children with elevated behavioral and emotional needs. Judicial circuits not marked will be considered outside the awarded judicial circuit(s) (adjacent and non-adjacent).

| <b>Table 3</b>          |      |                                                   |  |                         |      |                                        |  |
|-------------------------|------|---------------------------------------------------|--|-------------------------|------|----------------------------------------|--|
| <b>Judicial Circuit</b> |      | <b>Counties Included</b>                          |  | <b>Judicial Circuit</b> |      | <b>Counties Included</b>               |  |
|                         | 1st  | Clark, Schuyler, Scotland                         |  |                         | 29th | Jasper                                 |  |
|                         | 2nd  | Adair, Knox, Lewis                                |  |                         | 30th | Benton, Dallas, Hickory, Polk, Webster |  |
|                         | 10th | Marion, Monroe, Ralls                             |  |                         | 31st | Greene                                 |  |
|                         | 11th | St. Charles                                       |  |                         | 32nd | Bollinger, Cape Girardeau , Perry      |  |
|                         | 12th | Audrain, Montgomery, Warren                       |  |                         | 33rd | Mississippi, Scott                     |  |
|                         | 13th | Boone, Callaway                                   |  |                         | 34th | New Madrid, Pemiscot                   |  |
|                         | 14th | Howard, Randolph                                  |  |                         | 35th | Dunklin, Stoddard                      |  |
|                         | 19th | Cole                                              |  |                         | 36th | Butler, Ripley                         |  |
|                         | 20th | Franklin, Gasconade, Osage                        |  |                         | 37th | Carter, Howell, Oregon, Shannon        |  |
|                         | 21st | St. Louis County                                  |  |                         | 38th | Christian                              |  |
|                         | 22nd | St. Louis City                                    |  |                         | 39th | Barry, Lawrence, Stone                 |  |
|                         | 23rd | Jefferson                                         |  |                         | 40th | McDonald, Newton                       |  |
|                         | 24th | Madison, St. Francois, Ste. Genevieve, Washington |  |                         | 41st | Macon, Shelby                          |  |
|                         | 25th | Maries, Phelps, Pulaski, Texas                    |  |                         | 42nd | Crawford, Dent, Iron, Reynolds, Wayne  |  |
|                         | 26th | Camden, Laclede, Miller, Moniteau, Morgan         |  |                         | 44th | Douglas, Ozark, Wright                 |  |
|                         | 27th | Bates, Henry, St. Clair                           |  |                         | 45th | Lincoln, Pike                          |  |
|                         | 28th | Barton, Cedar, Dade, Vernon                       |  |                         | 46th | Taney                                  |  |

**EXHIBIT #1, continued**

**Foster Care Training for Resource Providers Serving Children with Elevated Behavioral and Emotional Needs:** For each service the vendor proposes to provide, the vendor shall state a firm, fixed unit price, not to exceed the maximum bid price for the awarded judicial circuit(s).

If the vendor proposes to serve outside the awarded judicial circuit(s), the vendor should provide a firm, fixed price for outside the awarded judicial circuit(s). All costs associated with providing the required services, except the reimbursements specified in the IFB, shall be included in the stated prices, including but not limited to travel and preparation time.

| <b>TABLE 4<br/>FOSTER CARE TRAINING FOR RESOURCE PROVIDERS SERVING CHILDREN WITH ELEVATED BEHAVIORAL AND EMOTIONAL NEEDS</b> |                                                                                                                                                                                   |                                                                       |                                                                              |
|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|------------------------------------------------------------------------------|
| <b>Item</b>                                                                                                                  | <b>Description</b>                                                                                                                                                                | <b>Firm, Fixed Price<br/>Judicial Circuit(s)</b>                      | <b>Firm, Fixed Price<br/>Outside the<br/>Awarded Judicial<br/>Circuit(s)</b> |
| 13                                                                                                                           | Training for resource providers serving children with elevated behavioral and emotional needs<br>Minimum Group size of five (5) foster/adoptive resource provider unit applicants | \$ _____<br><i>Per 3-hour training session:<br/>\$450 Maximum</i>     | \$ _____<br><i>Per 3-hour training session:<br/>\$600 Maximum</i>            |
| 14                                                                                                                           | Ad Hoc training for resource providers serving children with elevated behavioral and emotional needs. Pre-Existing training per family per session                                | \$ _____<br><i>Per 3-hour training session:<br/>\$200 Maximum</i>     | \$ _____<br><i>Per 3-hour training session:<br/>\$250 Maximum</i>            |
| 15                                                                                                                           | Ad Hoc training for resource providers serving children with elevated behavioral and emotional needs. One-On-One Training per family per session                                  | \$ _____<br><i>Per 3-hour training session:<br/>\$200 Maximum</i>     | \$ _____<br><i>Per 3-hour training session:<br/>\$250 Maximum</i>            |
| 16                                                                                                                           | In-Service training for resource providers serving children with elevated behavioral and emotional needs. Minimum Group size of five (5) foster/adoptive resource provider units  | \$ _____<br><i>Per hour of in-service training:<br/>\$200 Maximum</i> | \$ _____<br><i>Per hour of in-service training:<br/>\$250 Maximum</i>        |
| 17                                                                                                                           | Ad Hoc in-service training for resource providers serving children with elevated behavioral and emotional needs. Pre-Existing Training per family per session                     | \$ _____<br><i>Per hour of in-service training:<br/>\$200 Maximum</i> | \$ _____<br><i>Per hour of in-service training:<br/>\$250 Maximum</i>        |
| 18                                                                                                                           | Ad Hoc in-service training for resource providers serving children with elevated behavioral and emotional needs. One-On-One Training per family per session                       | \$ _____<br><i>Per hour of in-service training:<br/>\$200 Maximum</i> | \$ _____<br><i>Per hour of in-service training:<br/>\$250 Maximum</i>        |
| 19                                                                                                                           | Child Care Services for In-Person Foster Parent Training                                                                                                                          | \$ _____<br><i>Per hour, per child:<br/>\$10 Maximum</i>              | \$ _____<br><i>Per hour, per child:<br/>\$10 Maximum</i>                     |

**EXHIBIT #1, continued**

**Foster Care Consultation Services for Resource Providers Serving Children with Elevated Behavioral and Emotional Needs Judicial Circuits** - The vendor shall mark all judicial circuit(s) in which vendor is able to provide foster care consultation services for resource providers serving children with elevated behavioral and emotional needs. Judicial circuits not marked will be considered outside the awarded judicial circuit(s) (adjacent and non-adjacent).

**Table 5**

| Judicial Circuit |      | Counties Included                      | Judicial Circuit |      | Counties Included                                 |
|------------------|------|----------------------------------------|------------------|------|---------------------------------------------------|
|                  | 1st  | Clark, Schuyler, Scotland              |                  | 24th | Madison, St. Francois, Ste. Genevieve, Washington |
|                  | 2nd  | Adair, Knox, Lewis                     |                  | 25th | Maries, Phelps, Pulaski, Texas                    |
|                  | 3rd  | Grundy, Harrison, Mercer, Putnam       |                  | 26th | Camden, Laclede, Miller, Moniteau, Morgan         |
|                  | 4th  | Atchison, Gentry, Holt, Nodaway, Worth |                  | 27th | Bates, Henry, St. Clair                           |
|                  | 5th  | Andrew, Buchanan                       |                  | 28th | Barton, Cedar, Dade, Vernon                       |
|                  | 6th  | Platte                                 |                  | 29th | Jasper                                            |
|                  | 7th  | Clay                                   |                  | 30th | Benton, Dallas, Hickory, Polk, Webster            |
|                  | 8th  | Carroll, Ray                           |                  | 31st | Greene                                            |
|                  | 9th  | Chariton, Linn, Sullivan               |                  | 32nd | Bollinger, Cape Girardeau , Perry                 |
|                  | 10th | Marion, Monroe, Ralls                  |                  | 33rd | Mississippi, Scott                                |
|                  | 11th | St. Charles                            |                  | 34th | New Madrid, Pemiscot                              |
|                  | 12th | Audrain, Montgomery, Warren            |                  | 35th | Dunklin, Stoddard                                 |
|                  | 13th | Boone, Callaway                        |                  | 36th | Butler, Ripley                                    |
|                  | 14th | Howard, Randolph                       |                  | 37th | Carter, Howell, Oregon, Shannon                   |
|                  | 15th | Lafayette, Saline                      |                  | 38th | Christian                                         |
|                  | 16th | Jackson                                |                  | 39th | Barry, Lawrence, Stone                            |
|                  | 17th | Cass, Johnson                          |                  | 40th | McDonald, Newton                                  |
|                  | 18th | Cooper, Pettis                         |                  | 41st | Macon, Shelby                                     |
|                  | 19th | Cole                                   |                  | 42nd | Crawford, Dent, Iron, Reynolds, Wayne             |
|                  | 20th | Franklin, Gasconade, Osage             |                  | 43rd | Caldwell, Clinton, Daviess, DeKalb, Livingston    |
|                  | 21st | St. Louis County                       |                  | 44th | Douglas, Ozark, Wright                            |
|                  | 22nd | St. Louis City                         |                  | 45th | Lincoln, Pike                                     |
|                  | 23rd | Jefferson                              |                  | 46th | Taney                                             |

**EXHIBIT #1, continued**

**Foster Care Consultation Services for Resource Providers Serving Children with Elevated Behavioral and Emotional Needs:** For each service the vendor proposes to provide, the vendor shall state a firm, fixed unit price, not to exceed the maximum bid price for the awarded judicial circuit(s).

If the vendor proposes to serve outside the awarded judicial circuit(s), the vendor should provide a firm, fixed price for outside the awarded judicial circuit(s). All costs associated with providing the required services, except the reimbursements specified in the IFB, shall be included in the stated prices, including but not limited to travel and preparation time.

| <b>TABLE 6<br/>FOSTER CARE CONSULTATION SERVICES FOR RESOURCE PROVIDERS SERVING CHILDREN WITH ELEVATED<br/>BEHAVIORAL AND EMOTIONAL NEEDS</b> |                                                          |                                                          |                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|--------------------------------------------------------------------------|
| <b>Item</b>                                                                                                                                   | <b>Description</b>                                       | <b>Firm, Fixed Price<br/>Judicial Circuit(s)</b>         | <b>Firm, Fixed Price<br/>Outside the Awarded<br/>Judicial Circuit(s)</b> |
| 20                                                                                                                                            | Consultation, Technical Assistance, and Family Meetings  | \$ _____<br><i>Per hour:<br/>\$200 Maximum</i>           | \$ _____<br><i>Per hour:<br/>\$250 Maximum</i>                           |
| 21                                                                                                                                            | Child Care Services for In-Person Foster Parent Training | \$ _____<br><i>Per hour, per child:<br/>\$10 Maximum</i> | \$ _____<br><i>Per hour, per child:<br/>\$10 Maximum</i>                 |

**EXHIBIT #1, continued**

**Trauma Curriculum In-Service Training for Resource Providers Serving Children with Elevated Behavioral and Emotional Needs Judicial Circuits** - The vendor shall mark all judicial circuit(s) in which vendor is able to provide foster care trauma curriculum in-service training for resource providers serving children with elevated behavioral and emotional needs. Judicial circuits not marked will be considered outside the awarded judicial circuit(s) (adjacent and non-adjacent).

| <b>Table 7</b>          |      |                                                   |  |                         |      |                                        |  |
|-------------------------|------|---------------------------------------------------|--|-------------------------|------|----------------------------------------|--|
| <b>Judicial Circuit</b> |      | <b>Counties Included</b>                          |  | <b>Judicial Circuit</b> |      | <b>Counties Included</b>               |  |
|                         | 1st  | Clark, Schuyler, Scotland                         |  |                         | 29th | Jasper                                 |  |
|                         | 2nd  | Adair, Knox, Lewis                                |  |                         | 30th | Benton, Dallas, Hickory, Polk, Webster |  |
|                         | 10th | Marion, Monroe, Ralls                             |  |                         | 31st | Greene                                 |  |
|                         | 11th | St. Charles                                       |  |                         | 32nd | Bollinger, Cape Girardeau , Perry      |  |
|                         | 12th | Audrain, Montgomery, Warren                       |  |                         | 33rd | Mississippi, Scott                     |  |
|                         | 13th | Boone, Callaway                                   |  |                         | 34th | New Madrid, Pemiscot                   |  |
|                         | 14th | Howard, Randolph                                  |  |                         | 35th | Dunklin, Stoddard                      |  |
|                         | 19th | Cole                                              |  |                         | 36th | Butler, Ripley                         |  |
|                         | 20th | Franklin, Gasconade, Osage                        |  |                         | 37th | Carter, Howell, Oregon, Shannon        |  |
|                         | 21st | St. Louis County                                  |  |                         | 38th | Christian                              |  |
|                         | 22nd | St. Louis City                                    |  |                         | 39th | Barry, Lawrence, Stone                 |  |
|                         | 23rd | Jefferson                                         |  |                         | 40th | McDonald, Newton                       |  |
|                         | 24th | Madison, St. Francois, Ste. Genevieve, Washington |  |                         | 41st | Macon, Shelby                          |  |
|                         | 25th | Maries, Phelps, Pulaski, Texas                    |  |                         | 42nd | Crawford, Dent, Iron, Reynolds, Wayne  |  |
|                         | 26th | Camden, Laclede, Miller, Moniteau, Morgan         |  |                         | 44th | Douglas, Ozark, Wright                 |  |
|                         | 27th | Bates, Henry, St. Clair                           |  |                         | 45th | Lincoln, Pike                          |  |
|                         | 28th | Barton, Cedar, Dade, Vernon                       |  |                         | 46th | Taney                                  |  |

**EXHIBIT #1, continued**

**Trauma Curriculum In-Service Training for Resource Providers Serving Children with Elevated Behavioral and Emotional Needs** For each service the vendor proposes to provide, the vendor shall state a firm, fixed unit price, not to exceed the maximum bid price for the awarded judicial circuit(s).

If the vendor proposes to serve outside the awarded judicial circuit(s), the vendor should provide a firm, fixed price for outside the awarded judicial circuit(s). All costs associated with providing the required services, except the reimbursements specified in the IFB, shall be included in the stated prices, including but not limited to travel and preparation time.

| <b>TABLE 8<br/>FOSTER CARE TRAUMA CURRICULUM IN-SERVICE TRAINING FOR RESOURCE PROVIDERS SERVING CHILDREN<br/>WITH ELEVATED BEHAVIORAL AND EMOTIONAL NEEDS</b> |                                                                                                                                                                                 |                                                                   |                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------------------|
| <b>Item</b>                                                                                                                                                   | <b>Description</b>                                                                                                                                                              | <b>Firm, Fixed Price<br/>Judicial Circuit(s)</b>                  | <b>Firm, Fixed Price<br/>Outside the Awarded<br/>Judicial Circuit(s)</b> |
| 22                                                                                                                                                            | Trauma Curriculum In-Service Training<br>Minimum Group size of five (5) foster/adoptive resource provider unit applicants. Eight (8) Modules for a total of sixteen (16) hours. | \$ _____<br><i>Per 2-hour training session:<br/>\$400 Maximum</i> | \$ _____<br><i>Per 2-hour training session:<br/>\$450 Maximum</i>        |
| 23                                                                                                                                                            | Child Care Services for In-Person foster Parent Training                                                                                                                        | \$ _____<br><i>Per hour, per child:<br/>\$10 Maximum</i>          | \$ _____<br><i>Per hour, per child:<br/>\$10 Maximum</i>                 |



**EXHIBIT #2**  
**CURRENT/PRIOR EXPERIENCE**

The vendor should copy and complete this form documenting the vendor and any subcontractor's current/prior experience considered relevant to the services required herein.

|                                                                                            |  |
|--------------------------------------------------------------------------------------------|--|
| <b>Vendor Name:</b> _____                                                                  |  |
| <b>Experience/Service Information Verification (Current/Prior Services Performed For:)</b> |  |
| Name of Company/Client:                                                                    |  |
| Address of Company/Client<br>✓ Street Address<br>✓ City, State, Zip                        |  |
| Company/Client Contact Person Information:<br>✓ Name<br>✓ Phone number<br>✓ E-mail Address |  |
| Dates of Services:                                                                         |  |
| If service/contract has terminated, specify reason:                                        |  |
| Dollar Value of Services                                                                   |  |
| Description of Services Performed                                                          |  |

**EXHIBIT #3 - Disclosure Only**

**RELEVANT LITIGATION, PENDING INVESTIGATION, ASSESSMENT, SUBSTANTIATED FINDINGS**

1. **Relevant Litigation:** Except for employment and workers' compensation matters, the vendor must disclose a list of relevant litigation from within the past five (5) years involving the vendor, all of the vendor's current employees, officers (anyone that may potentially be able to have contact to children or the children's information within the organization or within the purview of foster care adoption resource services, training, or consultation activities), agents, or subcontractors, including the subcontractor's employees if the employees have contact with the children or the children's information). The vendor shall disclose the names of the parties (initials may be used in lieu of party name for minors); the Court and case number in which the case was filed; and a brief description of the claims or criminal charges brought. The vendor may include a copy of the complaint or petition. The vendor does not need to disclose the above information for former employees. **Failure to list such litigation may result in rejection of the bid. The vendor agrees that any information submitted will become subject to public disclosure once the foster care adoption resource services, training, and consultation contract is awarded.** If additional space is needed, copy and complete the Exhibit D.

|                        |                                                                                      |
|------------------------|--------------------------------------------------------------------------------------|
| Provider's Name: _____ | No Relevant Litigation to disclose: <input type="checkbox"/> (check if this applies) |
|------------------------|--------------------------------------------------------------------------------------|

| RELEVANT LITIGATION                             |                                                                                       |       |             |                                                             |
|-------------------------------------------------|---------------------------------------------------------------------------------------|-------|-------------|-------------------------------------------------------------|
| VENDOR                                          |                                                                                       |       |             |                                                             |
| List the Name of Each of the Vendor's Employees | Names of the Parties<br><i>(initial may be used in lieu of party name for minors)</i> | Court | Case Number | Brief Description of the Claims or Criminal Charges Brought |
| 1.                                              |                                                                                       |       |             |                                                             |
| 2.                                              |                                                                                       |       |             |                                                             |
| 3.                                              |                                                                                       |       |             |                                                             |
| 4.                                              |                                                                                       |       |             |                                                             |
| 5.                                              |                                                                                       |       |             |                                                             |
| OFFICERS                                        |                                                                                       |       |             |                                                             |
| List the Name of Each of the Vendor's Officers  | Names of the Parties<br><i>(initial may be used in lieu of party name for minors)</i> | Court | Case Number | Brief Description of the Claims or Criminal Charges Brought |
| 1.                                              |                                                                                       |       |             |                                                             |
| 2.                                              |                                                                                       |       |             |                                                             |
| 3.                                              |                                                                                       |       |             |                                                             |
| 4.                                              |                                                                                       |       |             |                                                             |
| 5.                                              |                                                                                       |       |             |                                                             |
| AGENTS                                          |                                                                                       |       |             |                                                             |
| List the Name of each of the Agent's Employees  | Names of the Parties<br><i>(initial may be used in lieu of party name for minors)</i> | Court | Case Number | Brief Description of the Claims or Criminal Charges Brought |
| 1.                                              |                                                                                       |       |             |                                                             |
| 2.                                              |                                                                                       |       |             |                                                             |
| 3.                                              |                                                                                       |       |             |                                                             |
| 4.                                              |                                                                                       |       |             |                                                             |
| 5.                                              |                                                                                       |       |             |                                                             |

**EXHIBIT #3, continued**

**RELEVANT LITIGATION, PENDING INVESTIGATION, ASSESSMENT, SUBSTANTIATED FINDINGS**

| RELEVANT LITIGATION                                                           |                                                                                       |       |             |                                                             |
|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-------|-------------|-------------------------------------------------------------|
| SUBCONTRACTORS                                                                |                                                                                       |       |             |                                                             |
| List the Name of Each Subcontractor and Each of the Subcontractor's Employees | Names of the Parties<br><i>(initial may be used in lieu of party name for minors)</i> | Court | Case Number | Brief Description of the Claims or Criminal Charges Brought |
| <b>Subcontractor Name:</b> _____                                              |                                                                                       |       |             |                                                             |
| 1.                                                                            |                                                                                       |       |             |                                                             |
| 2.                                                                            |                                                                                       |       |             |                                                             |
| 3.                                                                            |                                                                                       |       |             |                                                             |
| 4.                                                                            |                                                                                       |       |             |                                                             |
| 5.                                                                            |                                                                                       |       |             |                                                             |
| <b>Subcontractor Name:</b> _____                                              |                                                                                       |       |             |                                                             |
| 1.                                                                            |                                                                                       |       |             |                                                             |
| 2.                                                                            |                                                                                       |       |             |                                                             |
| 3.                                                                            |                                                                                       |       |             |                                                             |
| 4.                                                                            |                                                                                       |       |             |                                                             |
| 5.                                                                            |                                                                                       |       |             |                                                             |
| <b>Subcontractor Name:</b> _____                                              |                                                                                       |       |             |                                                             |
| 1.                                                                            |                                                                                       |       |             |                                                             |
| 2.                                                                            |                                                                                       |       |             |                                                             |
| 3.                                                                            |                                                                                       |       |             |                                                             |
| 4.                                                                            |                                                                                       |       |             |                                                             |
| 5.                                                                            |                                                                                       |       |             |                                                             |
| <b>Subcontractor Name:</b> _____                                              |                                                                                       |       |             |                                                             |
| 1.                                                                            |                                                                                       |       |             |                                                             |
| 2.                                                                            |                                                                                       |       |             |                                                             |
| 3.                                                                            |                                                                                       |       |             |                                                             |
| 4.                                                                            |                                                                                       |       |             |                                                             |
| 5.                                                                            |                                                                                       |       |             |                                                             |

2. **Pending Investigation, Assessment, or Substantiated Findings:** List pending investigation or assessment or “substantiated finding” of any vendor’s employee, officer, agent(anyone that may potentially be able to have contact to children or the children’s information within the organization or within the purview of foster care adoption resource services, training, and consultation activities), or subcontractor, including the subcontractor’s employees if the employees have contact with the children or the children’s information).

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## **Exhibit #4**

### **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 and Materials Management.

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

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

#### **BOX A – Currently Not a Business Entity**

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

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

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (Contract Number) 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 Social Services with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized  
Signature

\_\_\_\_\_  
Representative's

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**Exhibit #4** (continued)

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

**Box B – Current Business Entity Status**

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

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the 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](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**Exhibit #4** (continued)

**Affidavit of Work Authorization**

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

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

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

\_\_\_\_\_  
*Authorized Representative's Signature*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

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

\_\_\_\_\_  
*Signature of Notary*

\_\_\_\_\_  
*Date*

**Exhibit #4** (continued)

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

**BOX C – Affidavit on File - Current Business Entity Status**

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

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

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

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

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

## **Exhibit #5**

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by 2 CFR Part 180.

#### ***(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)***

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Company Name

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UEI #

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Authorized Representative's Printed Name

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Authorized Representative's Title

---

Authorized Representative's Signature

---

Date

### **Instructions for Certification**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension or debarment,



## **Exhibit #6:**

### **Registration of Business Name (if applicable) with the Missouri Secretary of State:**

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

If you are doing business as a Sole Proprietorship (must operate business using the owner's true name), you are exempt from registering with the Secretary of State. However, if you are doing business using any other name, you must register with the Secretary of State. *Example: John Smith (owner's true name) operates a business using the name John Smith LP Gas, you must register the business with the Secretary of State.*

| <b><i>Charter Number (if applicable)</i></b>                                                                                           | <b><i>Company Name</i></b> |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| If exempt from registering with the Missouri Secretary of State indicate the specific exemption which applies to your business entity. |                            |

If your business entity is not registered, you may go to the link provided below to register:

[www.sos.mo.gov/fileonline](http://www.sos.mo.gov/fileonline)

If you believe your business entity is exempt from registering with the Secretary of State due to one of the specific exemptions contained in the Missouri Revised Statutes, please indicate in your response the specific exemption that applies to your business entity.

Below are the exemption sections of the Missouri Revised Statutes for the most popular business entity types:

1. Sole Proprietorship using the owner's true name.
2. General Business - section 351.572, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>
3. Limited Liability Company - section 347.163.5, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=347.163&bid=18500&hl=>
4. Limited Partnership - section 359.551.5, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=359.551&bid=19476&hl=>
5. Non-Profit - section 355.751.2, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=355.751&bid=19289&hl=>
6. Professional Corporation - section 356.231, RSMo, located at:  
<http://revisor.mo.gov/main/OneSection.aspx?section=356.231&bid=19340&hl=>

Note: Limited Liability Partnerships have no exemptions.

For questions regarding registration, contact the Missouri Secretary of State at:

[corporations@sos.mo.gov](mailto:corporations@sos.mo.gov) or (573) 751-4153 (toll free 866-223-6535)

**EXHIBIT #7**

**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

**Statutory Requirement:** Section 34.600, RSMo, precludes entering into a contract with a company to acquire products 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 vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- |                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>BOX A:</b> To be completed by any vendor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.”</p> <p><b>BOX B:</b> To be completed by a vendor that meets the definition of “Company” but has <u>less than ten employees</u>.</p> <p><b>BOX C:</b> To be completed by a vendor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u>.</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**EXHIBIT #7, 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 or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing 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 Division of Purchasing 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 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



## Missouri Department of Social Services

### **TERMS AND CONDITIONS -- INVITATION FOR BID**

#### **1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any addendum thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Department. The agency is also responsible for payment.
- b. **Addendum** means a written official modification to an IFB.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Bid End Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- f. **Vendor** means the supplier, vendor, person, or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- g. **Buyer** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a supplier, vendor, person, or organization who is a successful vendor as a result of an IFB and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with the sealed bid prior to the specified end date and time.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the vendor with the sealed bid prior to the specified bid end date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

#### **2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. 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 Department.
- 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 IFB or resulting 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.

#### **3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT**

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise the Department chasing if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the Department, unless the IFB specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/>.

- f. The Department reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

#### **4. PREPARATION OF BIDS**

- a. Vendors **must** examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by the Department or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

#### **5. SUBMISSION OF BIDS**

- a. Registered vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/> or by delivery of a hard copy to the Department office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit bids hard copy delivered to the Department office. Delivered bids must be sealed in an envelope or container, and received in the Department no later than the exact end date and time specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the Department. However, it shall be the responsibility of the vendor to ensure their bid is in the Department office no later than the exact end date and time specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official end date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A bid which has been delivered to the Department office may be modified by signed, written notice which has been received by the Department prior to the official end date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A bid which has been delivered to the Department office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department prior to the official end date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
- f. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy bid to the Department must sign and return the IFB cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all IFB requirements, terms and conditions. Failure to do so may result in rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

#### **6. BID OPENING**

- a. Bid openings are public on the end date and at the opening time specified on the IFB document. Only the names of the respondents shall be read at the bid opening. All vendors may view the same bid response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- b. Bids which are not received in the Department office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

#### **7. PREFERENCES**

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.

- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## **8. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, the Department may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful vendor. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- k. The Department posts all bid results on the MissouriBUYS Statewide eProcurement System website for all vendors to view for a reasonable period after bid award. The Department maintains images of all bid file material for review. Vendors who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The Department reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.
- n. The final determination of contract award(s) shall be made by the Department.

## **9. CONTRACT/PURCHASE ORDER**

- a. By submitting a bid, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## **10. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- 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 Department.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- 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.

## **11. 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.

## **12. 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.

## **13. WARRANTY**

- a. 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 Department, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. 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.

## **14. CONFLICT OF INTEREST**

- a. 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.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## **15. 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.

## **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Department 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 Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- 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.

## **17. COMMUNICATIONS AND NOTICES**

Any notice to the vendor/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 vendor/contractor.

## **18. BANKRUPTCY OR INSOLVENCY**

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

## **19. 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.

## **20. 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 Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department 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.

## **21. 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).

## **22. 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. Therefore the vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their bid from consideration for award.

## **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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