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

IFB #: SDA39921001 ***Issue Date:*** **July 1, 2020**

Title: **Children's Treatment Services**

Contract Period: July 1, 2020 through June 30, 2021

Return Bid to: ***E-Mail:*** DFAS.DSSContracts@dss.mo.gov
Mail: **Missouri Department of Social Services**
Division of Finance & Administrative Services-Procurement Unit
615 Howerton Court, P.O. Box 1643
Jefferson City, MO 65109, 65102
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Services to be purchased by Missouri Department of Social Services, Children's Division.

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1 Introduction and General Information

1.1 This document constitutes an Invitation for Bids (IFB) for the purchase of Children's Treatment Services (CTS) for the Missouri Department of Social Services, Children's Division (Department), as set forth herein.

1.2 The Department contracts for these services under the authority of a Special Delegation of Authority (SDA399) issued to the Department by the State Office of Administration.

1.3 **Organization**

This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

- Section 1: Introduction and General Information
- Section 2: General Performance Requirements
- Section 3: Specific Performance Requirements
- Section 4: General Contractual Requirements
- Section 5: Payments to the Contractor
- Section 6: Bid Submission and Award
- Pricing Page
- Attachment A: Children's Treatment Services Catalog of Services (must be downloaded separately)
- Attachment B: Business Associate Agreement
- Attachment C: Personnel Listing
- Attachment D: Relevant Litigation, Pending Investigation, Assessment, Substantiated Findings
- Exhibits 1 - 4
- Invitation for Bid (IFB) Terms and Conditions

1.4 **Background Information**

1.4.1 The mission of the Missouri Department of Social Services is that "We will lead the nation in building the capacity of individuals, families, and communities to secure and sustain health, safe and productive lives". The Children's Division is responsible for providing services which promote, safeguard and protect the social well-being and general welfare of children and help to maintain and strengthen family life.

1.4.2 Children's Treatment Services (CTS) provides a variety of therapeutic and non-therapeutic treatment services which are funded by the Children's Division for the prevention of child abuse and neglect and for the treatment of victims of abuse or neglect. The goals of these services are to:

a. Provide services which ensure the safety and well-being of the child(ren) with any active involvement with the Children's Division;

b. Promote the preservation and reunification of children and families consistent with state and federal law; and

c. Support concurrent and post-permanency efforts for children and families consistent with state and federal law.

1.5 **General Information**

1.5.1 This is a non-exclusive contract for the purchase of services for the Missouri Department of Social Services. The Department reserves the right to purchase services awarded under this contract from alternative sources, if deemed to be in the best interest of the Department.

1.5.2 The contract period shall be from the effective date stated in the Notice of Award through June 30, 2020.

1.5.3 Although an attempt has been made to provide accurate and up-to-date information, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this IFB.

2 General Performance Requirements

2.1 Services Provided

2.1.1 The contractor shall provide services for the Department, in accordance with the provisions and requirements stated herein, to the sole satisfaction of the Department.

2.1.2 Services purchased by the Department shall consist only of those services described herein. The Department makes no guarantee of the number of units purchased under this contract or the amount of dollars expended. The contractor shall provide services on an as needed, if needed basis, as authorized by the Department.

2.1.3 The contractor shall provide authorized services in accordance with the requirements specified in the CTS Catalog of Services, attached hereto as Attachment A and incorporated herein by this reference.

a. The Department reserves the sole right to make changes, additions, deletions or other specific modifications to the CTS Catalog of Services, with notice to the contractor.

2.1.4 The contractor shall provide services in accordance with the Child Welfare Manual of the Children's Division, located at: http://dss.mo.gov/cd/info/cwmanual/. The Department reserves the sole right to make changes, additions, deletions or other specific modifications to the Child Welfare Manual.

2.1.5 The contractor must register in the State's MissouriBUYS Statewide e-Procurement System website portal at https://missouribuys.mo.gov. The contractor should follow the instructions on the new MissouriBUYS portal for any questions or technical assistance needed.

2.1.6 The contractor shall provide services in a culturally competent manner as demonstrated by their ability to interact effectively with people of different cultures and socio-economic backgrounds from their own.

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

2.2 Coordination

2.2.1 The contractor shall coordinate all contract activities with designated representative(s) of the Department's local Children's Division office. Representatives shall include Children's Division workers assigned to a specific case.

2.2.2 The contractor shall attend, and/or otherwise participate in, orientation, planning and other meetings with the Department, as required.

2.2.3 In the course of providing the services required herein, the contractor shall collaborate with other agencies, resources, and individuals as requested by the Department.

2.3 Correspondence

2.3.1 Within five (5) business days of contract award, the contractor shall provide the Children's Division designated representative(s) with the name, address, electronic mail (e-mail) address, and telephone number of the contractor's representative servicing the contract.

2.3.2 Electronic mail (e-mail) may be used to transmit contract documents and other correspondence from the Department to the contractor. It shall be the responsibility of the contractor to ensure the timely review and response to e-mailed documents.

2.4 Contractor' Personnel

2.4.1 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.

a. 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.

b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

2.4.2 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 Exhibit 1, 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 Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.4.3 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.

2.5 Subcontractors

2.5.1 Pursuant to subsection 1 of section 285.530, RSMo no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that:

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

2.6 Debarment Certification

2.6.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor and any subcontractors are 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.

2.6.2 The contractor must complete and submit Exhibit 2, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, prior to award of contract.

2.7 HIPAA

2.7.1 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.

2.7.2 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 B.

2.8 **Registration of Business Name**

2.8.1 The contractor must complete and submit Exhibit 3, Registration of Business Name (if applicable) with the Missouri Secretary of State, prior to award of contract.

3 Specific Performance Requirements

3.1 **Contractor Requirements**

3.1.1 The contractor's qualifications listed herein shall represent minimum standards.

3.1.2 The contractor must be appropriately qualified, licensed, certified or credentialed, if required, prior to the actual delivery of services and shall maintain any required licenses, certifications or credentials throughout the duration of the contract.

3.1.3 Contractor must remain in good standing with all Department contracts throughout their duration.

3.1.4 The contractor shall notify the Department within ten (10) days of any changes, such as ownership, address, telephone number, tax identification number, and electronic mail (e-mail) address.

3.2 **Personnel Requirements**

3.2.1 The contractor's personnel qualifications listed herein shall represent minimum standards.

3.2.2 Contractor personnel utilized in the provision of services must be appropriately qualified, licensed, certified or credentialed, if required, prior to the actual delivery of services.

a. The contractor's personnel shall maintain any required licenses, certifications or credentials in good standing throughout the duration of the contract.
b. The contractor may utilize personnel who are provisionally licensed to perform services under the direct supervision of an appropriately qualified, licensed, certified or credentialed professional.
c. Contractor personnel providing or addressing treatment of sexual abuse of children shall complete a minimum of fifteen (15) hours of annual training in the investigation, treatment, nature, extent and causes of sexual abuse, as required by Section 660.526 RSMo. Said contractor or contractor's therapist(s) shall certify completion of the required annual training for applicable personnel, as of June 30 of each year. The contractor shall retain records of their completion of sexual abuse training and shall make certification available to the Department for inspection, upon request. Training will be at the expense of the contractor.

3.2.3 The contractor shall maintain written personnel policies and make such policies available to all personnel. The contractor's personnel policies must address, at a minimum, hiring practices, training, personnel development, and grievance procedures.

3.2.4 The contractor shall maintain written job descriptions for all personnel. Job descriptions shall include job titles, minimum qualifications, responsibilities and duties, and the title of the immediate supervisor.

3.2.5 The contractor shall maintain a personnel file for each of the contractor's personnel providing services. 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/or criminal record background checks;
b. Resumes, degrees and/or diplomas;
c. Professional licenses/certifications;
d. Dates of employment;
e. Training records;
f. Current driver's license and insurance card (if providing transportation);
g. Performance appraisals, commendations and/or disciplinary actions and other related actions; and
h. Correspondence from clients regarding services provided.

3.2.6 The contractor shall immediately notify the Department in writing in the event they, or their contracted personnel, receive denial, suspension and/or revocation of license required to perform services in this contract, including but not limited to, reasons for denial, suspension and/or revocation cited by the governing body in that matter.

3.2.7 Background Investigations/Criminal Record Checks

At a minimum, the contractor's employees, interns, volunteers, and contracted personnel providing any services to satisfy the requirements of the contract for children's treatment services must meet and abide by the personnel requirements stated at 13 CSR 35-71.045, to include, but not limited to:

a. Become registered with the Missouri Department of Health and Senior Service's Family Care Safety Registry (FCSR) at http://health.mo.gov/safety/fcsr/, and undergo an **annual** child abuse/neglect and criminal background screening through the FCSR, prior to providing services related to the contract.

b. Out of state background checks: Any personnel residing in another state and working in Missouri or who has relocated to Missouri within the last five (5) years must provide documentation of a criminal background screening from those states to include, but not limited to, child abuse/neglect and criminal background screening check. If the personnel who lived in another state(s) within the last five (5) years now permanently reside in Missouri, the documentation from the previous state(s) only has to be provided at initial hire. If the personnel continue to live in another state and work in Missouri, the documentation from the other state must be provided annually.

c. Submit fingerprints to undergo a criminal background check, as specified in section 210.025, RSMo, no later than thirty (30) calendar days from the initiation of the FCSR screening, if never having submitted fingerprints for purposes of a children's treatment services contract or having left employment and been re-hired by the contractor. Personnel 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, unless the person has been cleared through the FCSR.
   2) Any personnel found guilty of, or pled guilty to or no contest to a felony crime(s) meeting conditions, as specified in section 210.025, RSMo, shall not provide services under the contract.

d. The contractor shall not utilize any individual to provide services required herein when any background investigation, screening or check reveals that the individual has been found guilty, pled guilty, or has been convicted of:

   1) Felony conviction for child abuse or neglect, or spousal abuse;
   2) Any conviction for any crime in which a child was a victim or a crime against a child including, but not limited to, any offense involving child pornography. For the purpose of this contract, a "felony conviction by a court of competent jurisdiction" is defined as a criminal court conviction for a felony offense as defined by law in the jurisdiction that the offense took place;
   3) Any crime involving violence against a person in the past five (5) years including, but not limited to, domestic violence, armed criminal action, rape, sexual assault, homicide or felony conviction for physical assault or battery;
   4) A felony conviction for a drug-related offense within the past five (5) years;
   5) Any other crime listed in § 210.117, RSMo;
   6) Failure to report suspected child abuse to the child abuse and neglect hotline as required by § 210.115, RSMo; or
   7) Perjury, false statements or fraud.

e. The contractor shall consider the results of any FCSR background investigation or any background check as confidential to the extent authorized by law. However, upon request by the Department, the

contractor shall provide documentation to the Department verifying the completion of the FCSR background investigation or out-of-state background check for required personnel.

f. Additionally, the contractor shall conduct any of the screenings listed below for its personnel, as requested by the Department:
   1) Driver and motor vehicle check (traffic offenses) (when providing transportation services);
   2) Social security number verification;
   3) Five (5) year work history check; and/or
   4) Drug screening/testing.

g. The contractor shall update background investigations/checks as requested by the Department.

h. The contractor shall be responsible for all costs associated with the background investigations of personnel.

3.2.8 The contractor shall submit Attachment C, Personnel Listing, to the Children's Division for approval, when submitting a bid. The contractor shall receive an approved form from the Children's Division Central Office before the contractor or the contractor's personnel may be utilized for services by a local Children's Division office.

a. The Department shall have the right to approve/disapprove the contractor's utilization of a current or previous employee of the State of Missouri who would provide direct services to a client(s) referred to the contractor by the Department under the terms of this contract.

b. The contractor shall submit Attachment C (Personnel Listing) when there are changes affecting contractor or contractor's personnel, to include, but not limited to the following:
   1) hiring;
   2) terminating;
   3) voluntary resignation;
   4) service code changes (additions/deletions of services provided); and/or
   5) any other changes to the information provided on the Attachment C form.

c. In the event the contractor intends to utilize a current or previous State of Missouri employee, the contractor must submit a written request directly to the Children's Division, 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 Department's decision to deny approval for the individual to provide services under the contract shall be based on specific facts. The decision of the Department shall be final and without recourse.

d. The contractor's personnel application must request the applicant to 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 must include an authorization for the Department to release information to the contractor regarding work history directly related to the employee's suitability for employment under the contract. In addition, the authorization must 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 Department, must sign a written authorization for the Department to release information to the contractor regarding work history directly related to the employee's suitability for employment under the contract. In addition, the authorization must hold the Department harmless for any damage whatsoever for issuing such information.
   3) The contractor's application, or applicant certification and authorization form, must 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 understand completely and without reservation allow my employer to release

and/or discuss any information about my employment history or college transcript(s) with authorized personnel of the Department of Social Services. I further authorize the Department of Social Services to share any personnel information that the Department of Social Services may have about me with my employer or prospective employer as the Department of Social Services determines necessary to make personnel decisions regarding my suitability to provide services with my employer. By authorization of the above, the applicant agrees to hold harmless any individual, partnership, corporation, educational institution, or agency, The Department of Social Services, the Missouri Children's Division, 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 their knowledge and belief, that the applicant is 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, 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.

3.2.9 The contractor shall submit Attachment D, Relevant Litigation, Pending Investigation, Assessment, Substantiated Findings, to the Children's Division for approval, when submitting a bid. The contractor shall receive an approved form from the Children's Division Central Office before the contractor or the contractor's personnel may be utilized for services by a local Children's Division office.

a. Except for employment and workers' compensation matters, the contractor must disclose any relevant litigation within the past five (5) years involving the contractor, the contractor's employees, officers, agents, and/or subcontractors within five (5) business days from the date of notification. The contractor 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 contractor may include a copy of the complaint or petition.

1) Relevant litigation under this agreement is defined as any civil claims, judgments, or out of court settlements and/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 and/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 Children's Treatment Services.

b. The contractor must also disclose any pending investigation or assessment or "substantiated finding" of any contractor's employee, officer, agent, and/or subcontractor within five (5) business days from the date of notification.

1) Substantiated finding is defined as a court adjudication, or determination by the state agency or any Court of a probable cause and/or preponderance of the evidence finding, or substantially similar findings in this state or any other.

c. 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.

d. The state agency 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, as determined by the state agency.

e. The contractor shall submit Attachment D when there are changes affecting the contractor or contractor's personnel.

3.2.10 Pursuant to § 207.085, RSMo, the contractor shall not utilize personnel to provide services under the contract when such personnel purposely, knowingly, and willfully violates 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 abuse injury or death.

3.2.11 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.

3.3 **Services Provided**

3.3.1 The contractor shall provide services upon the specific prior authorization issued by the Department.

a. All services which require practice consistent with Missouri HealthNet (MHD) standards shall be provided in accordance with 13 CSR Chapter 70, the MHD manual, and provider bulletins.

b. All therapeutic services, including but not limited to, a medical and/or psychological diagnosis and prognosis shall be provided in accordance with generally accepted standards in the field of the individual performing the testing or assessment.

c. For any therapeutic service requiring a diagnosis, the diagnosis shall be made following and in the format required by the most recent edition of the Diagnostic and Statistical Manual of the American Psychological Association (DSM).

d. All non-therapeutic services shall be provided in accordance with the recommendations of a treatment plan to aid in promoting the preservation and reunification of children and families, supporting concurrent and post-permanency efforts, and the prevention of child abuse and neglect, or as otherwise identified by the Department.

e. The contractor shall only provide the specific services and units of services up to the maximum allowable units of services as specified by the Department.

1) Any additional services beyond the maximum allowable units must be approved in writing by the Department before the services are provided.

f. The Department shall have the sole authority to determine types, frequency and duration of authorized services.

3.3.2 The contractor shall provide authorized services at locations and times mutually agreeable to the contractor, the client and the client's case manager, unless other stated herein.

3.3.3 The contractor shall develop a written, individualized treatment plan for each family or individual receiving a service unless otherwise stated herein. The treatment plan shall include goals, objectives, and specific individual tasks to be completed.

a. The contractor shall consult with the Department prior to making any changes to the treatment plan. Any change to the treatment plan shall be subject to the approval of the Department.

3.3.4 In the event the contractor is authorized to provide telehealth services for a Department client, the contractor shall be responsible for all costs associated with the provision telehealth services.

a. Treatment services delivered by means of telehealth must be documented in the same manner as services delivered in person and in accordance with 191.1145, RSMo and 191.1146, RSMo, Telehealth/Telehealth. The contractor shall comply with all current and future local, state, federal regulations governing the practice of telehealth services.

3.3.5 The contractor may decline to provide services to any individual referred by the Department's local Children's Division office. The contractor shall provide in writing the reason(s) why the contractor has chosen to decline to provide services to the individual referred by the Department's local Children's Division office.

3.3.6 The contractor shall participate in any case conferences or court hearings related to the clients served by the contractor, as required by the Department's local Children's Division office. The contractor shall be due no additional compensation for such participation.

3.4 **Client Case Records**

3.4.1 The contractor shall maintain adequate, legible, genuine, current and complete client case records.

3.4.2 The contractor shall utilize Children's Division Form CS-108, Certification of Receipt of Services-Children's Treatment Services, to certify the delivery services. The form and instructions can be found at http://dss.mo.gov/cd/info/forms/.

a. The contractor shall complete the form in accordance with the instructions also found at the above website.

b. The contractor may utilize Children's Division Form CS-86, Supervised Visitation Checklist Form. The form and instructions can be found at http://dss.mo.gov/cd/info/forms/.

3.4.3 Client case records should include:

a. The Department authorization for services;
b. The individualized treatment plan;
c. Dates, locations and duration of service delivery;
d. A description of services delivered;
e. Client assessment, progress notes, evaluation, reports;
f. Forms necessary for service delivery (i.e. CS-86);
g. Name of the contractor's personnel providing the service;
h. Description of progress toward established treatment goals; and
i. Client verification that each service was received (i.e. CS-108, Drug Testing form)

3.5 **Reporting**

3.5.1 The contractor shall submit written reports, as required herein, or required in the CTS Catalog of Services (Attachment A), to the client's case manager at the Department's local office.

a. The contractor may e-mail their report(s) to the Department who authorized the services. All correspondence pertaining to individual clients of the Department shall be encrypted by the contractor.
b. The contractor shall be responsible to ensure the timely review and response to their e-mailed documents.

3.5.2 For any therapeutic service which requires a license to practice, as issued by the Division of Professional Registration, and/or any non-therapeutic services, the contractor shall complete and submit the following reports:

a. The contractor must submit an initial progress report within thirty (30) days after services are initiated and shall include, at a minimum, the following information:
   1) An explanation of any diagnostic or assessment procedure and service provision used at the inception of service delivery, identification of any assessment tools or test(s) administered and the results of any such test(s) or procedure(s), and any specific problems identified;
   2) A summary of the proposed service plan including any specific tasks or objectives the client is expected to attain or accomplish and the expected achievement date; and
   3) Results of any drug testing conducted, if applicable.
b. The contractor shall complete and submit subsequent follow-up reports at least every thirty (30) days during the authorization period, or within seven (7) days prior to the authorization end date for service

authorization periods of less than thirty (30) days. Subsequent follow-up reports shall include, at a minimum:

1) A summary of the client's progress since the last report;
2) Any change(s) to the treatment plan or expected achievement date(s) specified in the initial report; and;
3) Any changes to the treatment plan based on the client's progress toward their expected achievement or attainment of specified goals or objectives since the last report.

3.5.3 For any non-therapeutic services, the contractor shall complete and submit the following reports:

a. The contractor must submit the Initial Progress Report within thirty (30) days after services are initiated and shall include, at a minimum, the following information:
   1) An explanation of any diagnostic or assessment procedure and service provision used at the inception of service delivery, identification of any assessment tools or test(s) administered and the results of any such test(s) or procedure(s), and any specific problems identified;
   2) A summary of the proposed service plan including any specific tasks or objectives the client is expected to attain or accomplish and the expected achievement date; and
   3) Results of any drug testing conducted, if applicable.
b. The contractor shall complete and submit subsequent follow-up reports at least every sixty (60) days during the authorization period or within seven (7) days prior to the authorization end date for service authorization periods of less than sixty (60) days. Subsequent follow-up reports shall include, at a minimum:
   1) A summary of the client's progress since the last report;
   2) Any change(s) to the treatment plan or expected achievement date(s) specified in the initial report; and
   3) Any changes to the treatment plan based on the client's progress toward their expected achievement or attainment of specified goals or objectives since the last report.

3.5.4 The contractor shall complete an updated Diagnostic Assessment if the Diagnostic Assessment is outdated or the client has experienced an occurrence of a crisis or serious clinical event.

a. The contractor shall complete and submit a written report to the client case manager within seven (7) days for any Diagnostic Assessment completed in response to the occurrence of a crisis event or other significant clinical event.

3.5.5 The contractor and their applicable personnel shall report to the Child Abuse/Neglect Hotline (800-392-3738) any suspected instances of child abuse or neglect pursuant to state laws (Section 210.115 RSMo). The contractor and their applicable personnel shall report to the Adult Abuse/Neglect Hotline (800-392-0210) any suspected instances of abuse, neglect, and financial exploitation pursuant to state laws (Section 660.250 RSMo).

3.5.6 The contractor shall notify the client's case manager at the Department's local office within five (5) business days in the event:

a. A client cancels or misses an appointment; or
b. A need for additional services not currently authorized is identified by the contractor or the client.

3.5.7 The contractor shall notify the client's case manager at the Department's local office immediately in the event of an emergency involving the health, safety and welfare of the client or the occurrence of a significant event in the family including but not limited to a family situation of the client including major illness, injury, death or pregnancy of any family member, or other significant event impacting the family.

4 General Contractual Requirements

4.1 General:

4.1.1 The contract shall consist of the Invitation for Bid (IFB) and any amendments, attachments and exhibits thereto; the bid submitted by the contractor in response to the IFB, as accepted by the Department; and any subsequent amendments to the awarded contract.

4.1.2 This contract shall be construed according to the laws of the State of Missouri. The contract governs the terms and conditions of the contracted services provided by the contractor. 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, such provision(s) shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.

a. The agreement will be read and enforced as though every provision of law and clause required by law to be inserted herein were included. If any such provision is not inserted, then upon the notification of either party the agreement will be amended to make such correction.

4.1.3 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.

4.1.4 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract.

4.1.5 The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 2 CFR Part 180) are not suspended or debarred from contracting with the federal government. In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.

a. Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.

4.1.6 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.

4.1.7 As authorized under sections 432.230 and 432.255 RSMo, the use of electronic signatures shall be permitted for contract documents. Additionally, contract documents maintained in electronic format shall be considered the official, legal record and shall have the same force and effect, as would a paper document.

4.2 Amendment, Termination and Renewal:

4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.

4.2.2 Any change to the contract, whether by modification and/or supplementation, shall be accomplished by a formal, written contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract shall not be enforceable.

4.2.3 The Department shall have the right, at its sole option, to renew the contract by written notice to the contractor. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.

4.2.4 Either party, with or without cause, may terminate the contract by giving sixty (60) days advance written notice to the other party. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its clients before the end of the sixty (60) day period, if applicable.

4.2.5 Breach: The Department may terminate the contract for breach of contract by providing the contractor with written notice of termination.

a. The termination shall become effective on the date specified in the notice.

b. At its sole discretion, the Department may give the contractor an opportunity to cure the breach.

c. The Department shall not pay for services rendered or goods provided after the termination of the contract.

4.2.6 Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail, or otherwise delivered to an authorized employee of the contractor or the contractor's address of record.

a. The contractor shall notify the Department within ten (10) business days of any change to the contractor's address of records and/or mailing address.

4.2.7 In the event of termination all client records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor as a direct requirement specified in the contract shall become the property of the Department.

a. Upon termination of the contract, the contractor shall maintain, store, transfer, dispose and provide for the authorized release of all client records, documentation, data, reports, supplies, equipment and accomplishments developed by the contractor as a requirement of the contract, as directed by the Department. The contractor shall not destroy or dispose of any such records, documentation, data, reports, supplies, equipment and accomplishments without the prior, written permission of the Department.

b. Upon termination of the contract the Department shall have access to all client records pertaining to the performance of the contract. As requested by the Department, the contractor shall make available to the Department all client records and documents prepared or developed as a result of the contract.

4.2.8 Transition of Services: Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an individual or organization designated by the Department, if requested in writing. The contractor shall provide and/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 and/or to the Department's designee within seven (7) days after receipt of the written request, or other such time as directed by the Department.

b. The contractor shall continue to provide 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 thirty (30) 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, if requested by the Department through a formal amendment to the contract.

c. 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.

4.3 **Subcontracting:**

4.3.1 The Department reserves the right to approve any subcontractor utilized by the contractor for the services/products required herein. The Department, at its sole discretion, may require such approval prior to the utilization of any subcontractor. In the event the Department requires prior approval to subcontract, the contractor shall provide notification of its intent to subcontract within the timeframe specified by the Department.

4.3.2 The utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services required herein.

4.3.3 Any subcontracts for the services/products described herein shall be in writing and shall include any and all provisions and contractual obligations, including all requirements of the contract's General Contractual

Requirements, that are necessary to ensure the successful fulfillment of all obligations under the contract that are performed by a subcontractor.

4.3.4 Any subcontracts must ensure that the Department and the State of Missouri is indemnified, saved and, held harmless from and against all claims of damage, loss, and costs (including attorney fees and litigation expenses) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.

4.3.5 The contractor shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

4.4 **Conflict of Interest:**

4.4.1 The contractor certifies that the contractor has no other contractual or other relationships, which create any actual, or appearance of conflict of interest. During the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships, which would create such a conflict.

a. In the event the contractor becomes aware of any circumstances that may create a conflict of interest the contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.

b. The contractor shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Department in writing within seven (7) business days after the conflict or appearance of a conflict is discovered.

c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:

1) Exercising any or all of the Department's rights and remedies under the contract, up to and including terminating the contract with or without cause; or

2) Directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or

3) Taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. No person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

4.4.3 The contractor certifies that:

a. no State of Missouri employee assisted the contractor in obtaining this contract or will participate in the performance of this contract if such involvement constitutes a conflict of interest;

b. no State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and

c. before any State of Missouri employee may be involved in the performance of this contract written approval shall be obtained from the Director of the Department.

4.4.4 In the event the contractor is a not-for-profit agency, contractor board members must abstain from voting on any funding proposal relating to this contract, in which they have administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.

4.4.5 No monies provided by the Department under this contract shall be used to promote or further nepotism.

4.4.6 The contractor shall not represent itself, its employees, or its subcontractor's, as employees of the Department or the State of Missouri.

4.5 **Business Compliance:**

4.5.1 The contractor must comply with applicable laws regarding conducting business in the State of Missouri and certifies by signing this contract that it and any subcontractors are presently, and will remain, in compliance with such laws.

4.5.2 The contractor shall have and maintain current and in good standing, all licenses and/or certifications which are required by law, rule or regulation for the duration of the contract.

a. The contractor shall notify the Department if the contractor's license(s) and/or certification(s) have or may be terminated, revoked, modified or qualified within seven (7) business days.

b. The contractor shall notify the Department within seven (7) business days if the contractor becomes aware that the contractor or its agents, officers or employees are under any investigation by law enforcement governmental agency or other entity with authority to investigate, revoke, suspend or take action against any license or certification that the contractor, its agents employees or officers, may have to conduct business.

4.5.3 If required by state law, the contractor shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.

4.5.4 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.

4.6 **Personnel and Staffing:**

4.6.1 The contractor shall comply with the Fair Labor Standard Act, Equal Employment Opportunity Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and shall insert the foregoing provision in all subcontracts awarded.

4.6.2 The contract is predicated, in part, on the utilization of the specific resources, individuals and/or personnel qualifications as identified and/or described in the contractor's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the contractor shall only utilize personnel and/or individuals in the performance of this contract who meet specific qualifications required for services to be provided.

a. No substitution of personnel shall be made by the contractor without written approval of the Department and such substitutions made pursuant to this paragraph shall be equal to or better than those originally proposed, offered, identified or required.

4.6.3 The contractor shall only utilize personnel including those of any subcontractor(s), who are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract, and shall provide documentation of such licensure or certification upon request.

4.7 **Federal Funds Requirements:**

4.7.1 The contract may involve the expenditure of federal funds. Therefore, for any federal funds used, the contractor shall comply with the requirements listed in the following subparagraphs, as applicable.

4.7.2 In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money without the prior approval of the Department. Any statements, press releases, and other documents issued with Department approval must clearly state the following, as provided by the Department:

a. the percentage of the total costs of the program or project which will be financed with Federal money;
b. the dollar amount of Federal funds for the project or program; and

c. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4.7.3 The contractor shall comply with all requirements of 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.

4.7.4 In the event Federal funding for the contract becomes unavailable or interrupted, the contractor shall, upon written notification from the Department, suspend work activities and incur no further costs under the contract, until the Department notifies the contractor, in writing, that funding has been restored and work activities may resume.

4.8 **Financial Requirements:**

4.8.1 Availability of funding for this contract shall be determined solely by the Department and such determination shall be final and without recourse by the contractor.

4.8.2 Funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.

a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.

b. In the event funds are not appropriated or available for the contract, the Department shall provide prompt notification to the contractor.

c. In the event funding for the contract becomes unavailable or interrupted, the contractor shall, upon written notification from the Department, suspend work activities and incur no further costs under the contract, until such time as the Department notifies the contractor, in writing, that funding has been restored and work activities may resume.

d. In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.

e. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.

4.8.3 Payments due under the terms of the contract shall be made by the Department upon receipt and approval of a properly itemized invoice, as set forth herein.

a. The contractor shall submit invoices in accordance with the requirements stated in the contract and no later than the time period specified in § 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.

b. The contractor shall not invoice federal or state tax.

4.9 **Contractor Liability:**

4.9.1 The contractor shall be responsible for any and all personal injury, including death, or property damage as a result of the contractor's actions, or inactions, including but not limited to, misconduct, negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract.

a. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor shall pay, indemnify, save and hold harmless the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.

4.9.2 The contractor shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

4.10 **Insurance:**

4.10.1 The Department and the State of Missouri is and shall not be required to save and hold harmless and/or indemnify the contractor, its employees, agents or subcontractors 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 shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to the contractor's performance under the contract.

4.10.2 The contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.

4.10.3 If the contract involves the performance of medical services of any type, the contractor shall maintain adequate liability insurance to cover all medical services rendered.

4.10.4 Proof of insurance coverage shall be submitted to the Department as requested. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable.

4.11 **Human Rights:**

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

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000e, as amended) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act, as amended, which prohibits, unless otherwise provided by law, discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

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

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

d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;

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

f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";

g. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;

h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;

i. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);

j. Missouri Governor's E.O. #05-30; and

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

4.11.2 If the contractor uses any funds of this contract in a subcontract, then the contractor shall require such a subcontractor to comply with the applicable human rights clauses above.

4.11.3 Disclosure of information, by either party to the contract, concerning a client for any purpose not directly related to the performance of this contract is prohibited except as specified by applicable state and federal laws and regulations.

4.11.4 The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the contractor.

4.12 **Recordkeeping and Reporting Requirements:**

4.12.1 The contractor shall submit itemized reports, records and information at the request of the Department.

4.12.2 The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall include the following, as applicable:

a. the specific number and type of service units provided;
b. itemized revenues and expenditures related to the performance of the contract;
c. the number and type of clients served;
d. detailed documentation of services provided to each client, included progress notes;
e. any and all records necessary for performing a full audit of the contractor's performance under the contract; and
f. other relevant records.

4.12.3 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under this 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 this agreement would be in jeopardy.

4.12.4 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises and/or 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.

4.12.5 The contractor shall promptly provide the Department with access to Department clients and records of the Department clients without limitation.

a. The contractor shall promptly produce all e-mails and correspondence related to Department clients, as requested by the Department.

4.12.6 The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five year (5) limitation and have not been resolved. All records shall be retained until all audit questions and/or 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 by either party.

4.12.7 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 of record, Executive Director, or change in ownership and/or control of the contractor's organization.

4.12.8 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 shall notify the Department immediately. Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel or affirm the contract and hold the contractor responsible for damages, to the extent authorized by law.

4.13 **Confidentiality:**

4.13.1 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.

4.13.2 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.

4.13.3 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.

4.13.4 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.

4.14 **Property of State:**

4.14.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri.

a. Upon expiration, termination, or cancellation of the contract, all such 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.

4.14.2 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 herein, but not required, as a specific deliverable of the contract, shall remain the property of the contractor. The contractor shall be responsible for ensuring that such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

4.14.3 In the event any copyrighted material is developed as a result of the contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish, use, and/or authorize other to use, the work/materials for Department and/or State of Missouri purposes.

4.15 **Notification Requirements:**

4.15.1 The contractor shall notify the Department within one (1) business day of the death of a Department client receiving services under the contract.

4.15.2 The contractor shall notify the Department and make the required hotline report within one (1) business day, when there are allegations of physical abuse, sexual abuse, verbal abuse or neglect of a client.

4.15.3 In the event the conduct of a client is jeopardizing the safety of him/herself or others in the community, the contractor shall immediately notify the Department. If an immediate response is needed to ensure the health and/or safety of the client or others, the contractor shall also notify local law enforcement officials.

4.15.4 The contractor shall notify the Department within one (1) business day, in writing, if the contractor becomes aware of any circumstances which may render the contractor unable to perform any of its obligations under the contract.

a. The Department shall have the right, at any time, to require the contractor to provide written assurances that it can meet its obligations under the contract and to provide satisfactory documentation to support its assurances. If the contractor is unable to provide adequate assurances that it will be able to perform its obligations under this contract, the Department shall have the right to exercise any of its remedies under this contract or under law.

4.15 **Miscellaneous:**

4.16.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.

4.16.2 The contractor shall only perform the specific, professional services set forth in the contract. The contractor shall provide all services in a manner consistent with generally accepted practices in the applicable professional field.

4.16.3 The contractor shall only utilize such testing, techniques and procedures as are necessary to accomplish the specified service(s).

4.16.4 The contractor shall not utilize any data, information or conclusions obtained directly or indirectly from work performed under the contract for any other purpose, including, but not limited to research, marketing or commercial purposes without the:

a. Prior, written consent of the Department; and
b. Full, written, prior, informed consent of the individuals involved, or their legal guardian or legal custodian; and
c. Permission of the court, when applicable, in cases where the subject is a juvenile under the jurisdiction of a court of competent jurisdiction.

4.16.5 The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.

4.16.6 The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.

4.16.7 The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.

4.16.8 The contractor shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor shall make documentation of such compliance and any such license immediately available upon request by the Department.

4.17 **Contract Monitoring/Compliance**

4.17.1 The Department has the right to monitor the contract throughout the effective period of the contract to ensure compliance with contractual requirements. Additionally, the Department reserves the right to audit all records related to the contractor's performance under the contract for a period of five (5) years from the expiration date of the contract.

a. The contractor shall cooperate with any Department review of records and other documentation related to the contractor's performance under the contract.

4.17.2 In the event the Department determines the contractor to be non-compliant, or at risk for non-compliance with contractual requirements, the Department shall have the right to impose special conditions or restrictions on the contractor to bring the contractor into compliance or to mitigate the risk of non-compliance.

a. The Department shall provide written notification to the contractor of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions to be imposed by the Department.

b. Special conditions or restrictions may include, but are not limited to:

1) Requiring the contractor to obtain additional technical assistance;
2) Requiring additional levels of prior approval from the Department for contract activities;
3) Requiring additional or more detailed financial reports and/or other documentation;
4) Additional, ongoing contract monitoring/oversight by the Department; and/or
5) Requiring the submission and implementation of a corrective action plan.

4.17.3 In the event the Department requires the contractor to submit and implement a corrective action plan, the Department shall provide written notification to the contractor, identifying the specific performance or other contractual requirements that are not being met and the expected corrective resolution.

a. The contractor shall submit a written corrective action plan to the Department within the timeframes specified in the Department notification.

b. The corrective action plan must include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such, the person(s) responsible for the necessary action, the improvement that is expected, a description of how progress will be measured and a description of the actions to be taken to prevent the situation from recurring.

c. The Department will notify the contractor in writing if the corrective action plan is approved or if modifications are required.

1) In the event the Department requires changes to the corrective action plan, the contractor shall submit a revised corrective action plan within five (5) working days of receipt of the Department's notification that changes are required.

d. Failure of the contractor to improve performance within the timeframes required in the approved corrective action plan may result in termination of the contract and/or other remedies available to the Department.

5 Payments to the Contractor

5.1 The contractor shall be paid in accordance with the firm, fixed price(s) stated on the Pricing Page for actual, authorized services provided.

a. No payments shall be due the contractor for cancelled or missed appointments.

b. The contractor shall not be reimbursed for any ancillary costs associated with the provision of services.

c. Contractor participation in case conferences, depositions and/or court hearings shall be included in the firm, fixed price(s) as stated on the Pricing Page.

5.2 No other payments or reimbursements shall be made to the contractor other than those specified herein.

5.3 The contractor shall bill any applicable third party payers prior to invoicing the Department.

a. The contractor shall reduce the amount invoiced to the Department by any amounts collected from third party payers or other payment sources.

5.4 In the event the contractor provides Domestic Violence Batterer's Intervention Program services, the contractor may collect a fee from participants in addition to the firm, fixed price paid by the Department to the contractor.

5.5 The contractor shall utilize the Department’s online invoicing system for submission of invoices.

a. The contractor shall establish an account for the Department’s online invoicing system.

b. The contractor will be sent instructions on how to apply for the account in the Department’s online invoicing system.

c. The contractor shall submit all attendance sheets and reports to the Department, as required herein.

5.6 In the event the Department requires a manual (paper) invoice, the contractor shall submit its monthly itemized invoice for services rendered in accordance with the applicable firm, fixed price stated on the

Pricing Page. The invoice shall be submitted to the authorizing local Department office within fifteen (15) working days of each calendar month following the month of service.

a. The contractor's invoice shall include the contractor's name, address, contract number, month services provided, firm fixed price per unit of service and amount of payment requested.
b. With the invoice, the contractor shall submit all attendance sheets and reports, as required herein.

5.7 Failure of the contractor to submit required reports when due may result in withholding or rejection of payment under the contract. The Department shall reject payment due to the contractor's failure to perform or deliver the required work or services.

5.8 The Department, at its sole discretion, may:

a. Audit all invoices, in a manner determined by the Department;
b. Reject any invoice for good cause;
c. Make invoice corrections and/or changes with appropriate notification to the contractor;
d. Deduct from an invoice any overpayment made by the Department; and
e. Recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.

5.9 The Department reserves the right to make payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor should return a completed Application for Vendor Direct Deposit. The application can be downloaded from the internet at: http://dss.mo.gov/cd/info/forms (Application for Vendor Direct Deposit, CD-122 form for all EFT applications).

6 Bid Submission and Award

6.1 Submission Requirements

6.1.1 Bids must be signed, and returned (with all necessary attachments and/or 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 bidder and returned as part of the bid.

6.1.2 The preferred method of bid submission is by e-mail to the address indicated on the signature page of this document. The bidder should reference "CTS" in the Subject Line of their e-mail.

6.1.3 Affidavit of Work Authorization and Documentation**:** Pursuant to section 285.530, RSMo, if the bidder meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/mostatutes/ChaptersIndex/chaptIndex285.html) , the bidder must affirm the bidder'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 bidder shall complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

6.1.4 The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any subcontractors are 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. The bidder must complete and submit Exhibit 2, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, prior to award of contract.

6.1.5 The bidder must indicate their charter number and company name with the Missouri Secretary of State and provide proof of good standing. If exempt, bidder must identify the specific section supporting the exemption. The bidder must complete Exhibit 3, Registration of Business Name (if applicable) with the Missouri Secretary of State, prior to award of contract.

6.1.6 Except for employment and workers' compensation matters, the bidder must disclose any relevant litigation within the past five (5) years involving the contractor, the contractor's employees, officers, agents, and/or subcontractors. The bidder must complete Attachment D, Relevant Litigation, Pending Investigation, Assessment, Substantiated Findings, prior to award of contract. Failure to disclose litigation may result in rejection of the bid.

6.1.7 The bidder must submit a completed and signed Internal Revenue Service (IRS) "Request for Taxpayer Identification Number & Certification" W-9 form. The W-9 form can be found on the Internet at the IRS website which is http://www.irs.gov/. If the bidder is submitting their bid using their Social Security Number (SSN) as their Taxpayer Identification Number (TIN), the bidder will also need to submit a legible photocopy of their Social Security card or other documentation from the Social Security Administration verifying the SSN number. If the bidder is using a Federal Employment Identification Number (FEIN) as their TIN the bidder should also submit proof of their TIN along with the W-9, in the form of pre-printed documentation from the IRS, which may include an example of **one (1)** of the following

- Copy of form 941 Employer's Quarterly Federal Tax Return with barcode, or
- Copy of form 8109 Federal Tax Deposit Coupon, or
- Copy of letter 147C (This letter may be obtained from the IRS).

6.1.8 Vendor No Tax Due Certificate – This certificate is required by all bidders as verification that the bidder is either registered to collect sales and/or use tax in Missouri, or that the bidder is not making retail sales of tangible personal property or providing taxable services in Missouri. The "Vendor No Tax Due" certificate may be obtained by completing and submitting the "Request for Tax Clearance" form located at http://dor.mo.gov/forms/943.pdf. Additional information regarding this certificate is available on the Department of Revenue's website at http://dor.mo.gov/business/sales.
Department of Revenue, Taxation Division Contact Information for technical assistance:

Website: http://dor.mo.gov/business/sales
Phone: (573) 751-9268
Email: taxclearance@dor.mo.gov

6.1.9 The Department reserves the right to make payments to the bidder through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the bidder must register in the State's **MissouriBUYS** system by going to https://missouribuys.mo.gov/registration. All bidders who currently (or in the future) sell products and/or services to the state will be *required* to register their business with the Office of Administration through **MissouriBUYS**.

The bidder should utilize the following table to ensure all necessary documentation is submitted with their bid:

1. Completed signature page of the contract.	☐
2. Completed Pricing pages (must include all four (4) pages). A bidder must write in their firm fixed price amount they will accept beside each service. Note, the bidder shall not bid a price that exceeds the maximum bid price listed beside the service on the Pricing Pages.	☐
3. Completed applicable section(s) of Exhibit 1, E-Verify form.	☐
4. Completed Exhibit 2, Debarment form.	☐
5. Completed Exhibit 3, Secretary of State Registration pursuant to paragraph 2.8.1.	☐
6. Completed Internal Revenue Service (IRS) "Request for Taxpayer Identification Number & Certification" W-9 form. Also, must include a legible photocopy of their Social Security card or pre-printed documentation from the IRS if using a FEIN for the contract.	☐
7. Vendor No Tax Due Certificate issued by the Missouri Department of Revenue, pursuant to paragraph 6.1.6.	☐
8. MissouriBUYS registration completed, pursuant to paragraph 6.1.7.	☐
9. Attachment C: Personnel Listing	☐
10. Completed Attachment D: Relevant Litigation, Pending Investigation, Assessment, Substantiated Findings, pursuant to paragraph 3.2.9.	☐

6.2 **Other Bidder Notifications**

6.2.1 Bidders should direct all questions regarding the IFB to the Procurement Unit at the phone number or e-mail address listed on the signature page of this IFB.

6.2.2 Open Records: The bidder'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.

6.2.3 The bidder shall comply with all requirements stated in the Terms and Conditions attached hereto.

6.2.4 Bidders 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.

6.3 **Business Compliance**

6.3.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder 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 bidder 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

6.4 **Evaluation and Award Process**

6.4.1 The Department will evaluate bids from responsive bidders. Any contracts resulting from this IFB will only be awarded to bidders meeting the requirements of the IFB.

6.4.2 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 bidder's response.

6.4.3 While the Department anticipates awarding contracts to any qualified, responsive bidders meeting the requirements stated herein, the Department reserves the right to consider other historic information and facts regarding the bidder 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 bidder, its personnel or any subcontractor(s) proposed to provide the services required herein; and/or

b. The inability of the bidder to document recent, responsible and reliable past experience/performance of similar services to those services required herein.

6.4.4 The Department reserves the right to make partial awards.

6.4.5 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.

6.4.6 Any award of a contract resulting from this IFB will be made only by written authorization from the Department.

6.4.7 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.

Pricing Page

1. For each service the bidder proposes to provide, the bidder shall state a firm, fixed unit price, not to exceed the maximum bid price.
2. For information regarding provider qualifications for each service and CTS procedure code, refer to the CTS Catalog of Services (Attachment A).
3. All cost associated with the providing the proposed services shall be included in the firm, fixed price(s) stated.

Therapeutic Services

Service Description	Unit of Service	CTS Procedure Code	Maximum Bid Price	Firm, Fixed Price (not to exceed Maximum Bid Price)
Assessment (Psychiatrist/PCNS/PMHNP)	30 min.	ASPA	$92.78	$
Assessment (Psychologists)	30 min.	ASPO	$30.90	$
Assessment (LCSW/LPC)	30 min.	ASSA	$24.72	$
Assessment In Home (Psychiatrist/PCNS/PMHNP)	30 min.	ASPB	$97.93	$
Assessment In Home (Psychologist)	30 min.	ASPH	$36.05	$
Assessment In Home (LCSW/LPC)	30 min.	ASSB	$29.87	$
Specialized Clinical Assessment (Psychosexual Evaluation)(Psychiatrist, Psychologist)	1 assessment	ASSP	$1,200.00	$
Specialized Clinical Assessment (Psychosexual Evaluation) (LPC)	1 assessment	ASSL	$900.00	$
Behavioral Health Services	30 min.	BHSP	$39.38	$
Crisis Intervention (Psychiatrist/PCNS/PMHNP/Psychologist)	30 min.	CIPO	$30.90	$
Crisis Intervention (LCSW/LPC)	30 min.	CISO	$24.72	$
Crisis Intervention In Home (Psychiatrist/PCNS/PMHNP/Psychologist)	30 min.	CIPH	$33.48	$
Crisis Intervention In Home (LCSW/LPC)	30 min.	CISH	$27.30	$
Family Therapy In Home with client present (Psychologist)	30 min.	FPCH	$36.05	$
Family Therapy In Home with client present (LCSW/LPC)	30 min.	FSCH	$29.87	$
Family Therapy In Home without client present (Psychologist)	30 min.	FPWH	$36.05	$
Family Therapy In Home without client present (LCSW/LPC)	30 min.	FSWH	$29.87	$

Service Description	Unit of Service	CTS Procedure Code	Maximum Bid Price	Firm, Fixed Price (not to exceed Maximum Bid Price)
Family Therapy with client present (Psychologist)	30 min.	FPCO	$30.90	$
Family Therapy with client present (LCSW/LPC)	30 min.	FSCO	$24.72	$
Family Therapy without client present (Psychologist)	30 min.	FPWO	$30.90	$
Family Therapy without client present (LCSW/LPC)	30 min.	FSWO	$24.72	$
Group Therapy (Psychologist)	30 min.	GTPO	$12.88	$
Group Therapy (LCSW/LPC)	30 min.	GTSO	$10.30	$
Individual Therapy (Psychologist)	30 min.	ITPO	$30.90	$
Individual Therapy (LCSW/LPC)	30 min.	ITSO	$24.72	$
Individual Therapy In Home (Psychologist)	30 min.	ITPH	$36.05	$
Individual Therapy In Home (LCSW/LPC)	30 min.	ITSH	$29.87	$
Speech Therapy	30 min.	SPTH	$20.40	$
Testing (Psychiatrist/PCNS/PMHNP)	30 min.	TEPA	$33.99	$
Testing (Psychologist)	30 min.	TEPB	$30.90	$
Vision Therapy (Doctor of Optometry or Doctor of Ophthalmology)	1 session	VITH	$8.16	$

NON-Therapeutic Services

Service Description (effective 7/1/19)	Unit of Service	CTS Procedure Code	Maximum Bid Price	Firm, Fixed Price (not to exceed Maximum Bid Price)
Day Treatment Preschool Age	1 unit	DTRP	$77.33	$
Day Treatment School Age	1 unit	DTRS	$77.33	$
Domestic Violence Batterer's Intervention Program	90 min.	DOVL	$30.59	$
Drug Testing—Five Panel	1 test	DU05	$44.29	$
Drug Testing—Nine Panel	1 test	DU09	$45.32	$
Drug Testing—Ten Panel	1 test	DU10	$47.93	$
Drug Testing—Eleven Panel	1 test	DU11	$51.50	$
Drug Testing—Hair Follicle, Five Panel	1 test	DH05	$113.30	$
Drug Testing—Hair Follicle, Nine Panel	1 test	DH09	$128.75	$
Drug Testing—Hair Follicle, Ten Panel	1 test	DH10	$142.77	$
Drug Testing—Hair Follicle, Eleven Panel	1 test	DH11	$154.50	$
Drug Testing—Medical Review Officer Test Results Review	1 review	DMRO	$9.02	$
Drug Testing—Drug Specimen Positive Confirmation Test	1 test	DSPC	$22.66	$
Drug Testing—Alcohol breathalyzer or Urine Test	1 test	ETOH	$30.90	$
Drug Testing—Oral fluid test	1 test	ORAL	$66.29	$
Family-Centered Consultation (Bachelor's)	30 min.	FCCB	$51.50	$
Family-Centered Consultation (Master's)	30 min.	FCCM	$77.25	$
Family-Centered Meeting (Bachelor's)	30 min.	FCMB	$51.50	$
Family-Centered Meeting (Master's)	30 min.	FCMM	$77.25	$
Nursing Services (LPN/RN/BSN)	30 min.	NIHM	$12.75	$

Service Description (effective 7/1/19)	Unit of Service	CTS Procedure Code	Maximum Bid Price	Firm, Fixed Price (not to exceed Maximum Bid Price)
Parent Aide	60 min.	PRAD	$23.69	$
Parent Education and Training Program	60 min.	PETB	$20.60	$
Personal Assistance-Behavioral	30 min.	PASB	$12.01	$
Personal Assistance-Medical (LPN/RN/BSN/CNA/CMA)	30 min.	PASM	$12.01	$
Pervasive Developmental Services Coordinator	60 min.	PDSC	$28.55	$
Respite Care	12 to 24 hrs.	RSCR	$20.60	$
Service Delivery Coordination	60 min.	SDCR	$23.69	$
Substance Abuse Assessment	1 assessment.	SATA	$383.04	$
Substance Abuse Individual Counseling	30 min.	SATI	$29.64	$
Substance Abuse Group Counseling	30 min.	SAGC	$12.77	$
Substance Abuse Group Education	30 min.	SAGE	$5.73	$
Transportation	1 mile	TRAN	Federal Rate	$
Transportation (Behavioral)	1 mile	STRN	$1.50	$
Transportation (Behavioral) Two (2) Person	1 mile	STRD	$2.00	$

Attachment B – Business Associate Agreement **(rev 08-29-13)**

(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. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

   h. "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).

   i. "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.

   j. "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.

   k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

   l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

   m. "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 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.

6.3 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.

6.4 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.

6.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

6.6 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).

6.7 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.

6.8 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 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.

Attachment C – Personnel Listing

Please complete one (1) form per individual who will be providing services and their CTS service codes.

Any contractor and/or contractor's personnel must be approved by the CD prior to being utilized to provide services under a CTS contract. This form must be submitted **each time** personnel are added, there is a change to service codes, or services are no longer being provided.

Licensed and credentialed employees must list their license or credentialing number along with the expiration date. Non-licensed or non-credentialed employees must include their last training and training date.

Completed form shall be submitted to CD.CTSContracts@dss.mo.gov, via fax to (573) 751-9815, or via mail to P.O. Box 88, Jefferson City, MO 65101. Questions may be directed to the CD by email to CD.CTSContracts@dss.mo.gov or by phone at (573) 522-2316.

Name of CTS Contractor		**Mailing address of contract**	
Department Vendor Number (DVN) or CTS Contract Number		**Name of Individual Completing Form**	
Contact Person E-Mail Address		**Telephone and Fax Numbers**	
Name of individual providing services			
Employment Start Date			
Employment End Date			
Degree Type/area of study (i.e. Bachelor's Human Services)			
Type of License or Credential or Training course			
Therapy Model trained/credentialed			
License, Credentialing Number, or date of the last training received			
Expiration date of License or Credentialing number			
Other Agencies the individual is contracted with			
CTS Service Code(s) Provided			
Is individual a current or former state employee?	☐ No ☐ Yes. If yes, complete the following information.		
Social Security Number (SSN), name of state agency(ies) and dates of employment			

Add additional sheets as necessary

_____ _____

Authorized Signature of the Contractor Date

_____ _____

Authorized Signature of Children's Division Date

☐Approved ☐Denied

ATTACHMENT D

RELEVANT LITIGATION, PENDING INVESTIGATION, ASSESSMENT, SUBSTANTIATED FINDINGS

Relevant Litigation: Except for employment and workers' compensation matters, disclose a list of relevant litigation from within the past five (5) years involving the vendor, all of the vendor's employees, officers, agents, and/or 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. If additional space is needed, copy and complete the Attachment D. Add additional sheets as necessary.

Completed form shall be submitted to CD.CTSContracts@dss.mo.gov, via fax to (573) 751-9815, or via mail to P.O. Box 88, Jefferson City, MO 65101. Questions may be directed to the CD by email to CD.CTSContracts@dss.mo.gov or by phone at (573) 522-2316.

Name of CTS Contractor: _____

No Relevant Litigation to Disclose: ___ (Check if this applies)

RELEVANT LITIGATION					
VENDOR					
List the Name of Each of the Vendor's Employees	**Names of the Parties** ***(initial may be used in lieu of party name for minors)***	**Court**	**Case Number**	**Brief Description of the Claims or Criminal Charges Brought**	***Approved Y/N (CD Use Only)***
1.					
2.					
3.					
4.					
5.					
OFFICERS					
List the Name of Each of the Vendor's Officers	**Names of the Parties** ***(initial may be used in lieu of party name for minors)***	**Court**	**Case Number**	**Brief Description of the Claims or Criminal Charges Brought**	***Approved Y/N (CD Use Only)***
1.					
2.					
3.					
4.					
5.					
AGENTS					
List the Name of each of the Agent's Employees	**Names of the Parties** ***(initial may be used in lieu of party name for minors)***	**Court**	**Case Number**	**Brief Description of the Claims or Criminal Charges Brought**	***Approved Y/N (CD Use Only)***
1.					
2.					
3.					
4.					
5.					

ATTACHMENT D 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** ***(initial may be used in lieu of party name for minors)***	**Court**	**Case Number**	**Brief Description of the Claims or Criminal Charges Brought**	***Approved Y/N (CD Use Only)***
Subcontractor Name:_____					
1.					
2.					
3.					
4.					
5.					
Subcontractor Name:_____					
1.					
2.					
3.					
4.					
5.					
Subcontractor Name:_____					
1.					
2.					
3.					
4.					
5.					
Subcontractor Name:_____					
1.					
2.					
3.					
4.					
5.					

Pending Investigation, Assessment, or Substantiated Findings: List pending investigation or assessment or "substantiated finding" of any vendor's employee, officer, agent, and/or subcontractor.

_____
_____
_____
_____
_____
_____
_____
_____
_____

_____ _____

Authorized Signature of Children's Division Date

Exhibit 1:

Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

Business Entity Certification:

The bidder/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 _____ (Bid/SFS/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 Representative's Signature
Company Name (if applicable)	Date

Exhibit 1 (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 bidder/contractor must perform/provide each of the following. The bidder/contractor should check each to verify completion/submission of all of the following:

- ❒ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.uscis.gov/e-verify; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ❒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ❒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

Exhibit 1 (continued)

Affidavit of Work Authorization

The bidder/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 notary
(DAY) (MONTH, YEAR)

public commissioned as a 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 1 (continued)

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

BOX C – Affidavit on File - Current Business Entity Status

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

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

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

_____

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

Date of Previous E-Verify Documentation Submission: _____

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

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

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

Exhibit 2

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.

Company Name	DUNS #
Authorized Representative's Printed Name	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 and/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 voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment,

EXHIBIT # 3:

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.*

Charter Number (if applicable)	***Company Name***
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

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 or (573) 751-4153 (toll free 866-223-6535)

Missouri Department of Social Services
Terms and Conditions for Solicitations

(rev 08.29.12)

1. Terminology/Definitions

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

a. **Amendment** means a written, official modification to an IFB, RFQ or to a contract.

b. **Attachment** applies to all forms which are included with an IFB or RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.

c. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of bids.

d. **Bid Target Date and Time** and similar expressions mean the requested RFQ target date and time for the receipt of bids.

e. **Bidder** means the person or organization that responds to an IFB or RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB or RFQ document.

f. **Buyer** means the procurement staff member of the Department of Social Services.

g. **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 person or organization who is a successful bidder as a result of an IFB or RFQ and who enters into a contract.

j. **Department** means the Missouri Department of Social Services.

k. **Exhibit** applies to forms which are included with an IFB or RFQ for the bidder to complete and submit with the bid.

l. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential bidders 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 Amendments thereto.

m. **May** means that a certain feature, component, or action is permissible, but not required.

n. **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.

o. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB or RFQ. The pricing pages must be completed and submitted by the bidder with the bid.

p. **Request for Quotation (RFQ)** means the solicitation document issued by the Department to potential bidders 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 Amendments thereto.

q. **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 procurement operations of the Department.

r. **Shall** has the same meaning as the word must.

s. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. Applicable Laws and Regulations

2.1 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.

2.2 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.

2.3 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.

2.4 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.

2.5 The exclusive venue for any legal proceeding relating to or arising out of the IFB, RFQ or resulting contract shall be in the Circuit Court of Cole County, Missouri.

2.6 The contractor shall only employee 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

3.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB or RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB or RFQ to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the Department, unless the IFB or RFQ specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.

3.2 Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB or RFQ, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB or RFQ, any questions received less than ten calendar days prior to the bid opening date may not be answered.

3.3 Bidders are cautioned that the only official position of the Department is that which is issued by the Department in the IFB or RFQ or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

3.4 The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders 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.

3.5 The Department reserves the right to officially amend or cancel an IFB or RFQ after issuance.

4. Preparation of Bids

4.1 Bidders must examine the entire IFB or RFQ carefully. Failure to do so shall be at bidder's risk.

4.2 Unless otherwise specifically stated in the IFB or RFQ, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

4.3 Unless otherwise specifically stated in the IFB or RFQ, 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 bidder 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 bidder 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.

4.4 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 or RFQ.

4.5 In the event that the bidder 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 or RFQ, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB or RFQ, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (a) 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 or RFQ.

4.6 All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB or RFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

4.7 Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB or RFQ.

4.8 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.

4.9 Any foreign bidder 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

5.1 Bids in response to a RFQ should be received in the Department office prior to the target time and date specified in the RFQ and may be submitted to the Department:

a. In hard copy format delivered to the Department purchasing office;

b. By fax to the Department purchasing office; or

c. By e-mail to the Department buyer

5.2 Bids submitted in response to an IFB must be received in the Department purchasing office specified in the IFB no later than the exact opening time and date specified in the IFB.

5.3 All bids must be submitted and signed by a duly authorized representative of the bidder's organization, contain all information required by the IFB or RFQ, and must be priced as required.

5.4 Any envelope or container containing a bid should be clearly marked on the outside with the official RFQ or IFB number and the official target date and time (RFQ) or the official bid opening date and time (IFB). Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.

5.5 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 target date and time (RFQ) or the official bid opening date and time (IFB) specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official target date and time or the official bid opening date and time (IFB). Telephone or telegraphic requests to modify a bid shall not be honored.

5.6 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 target date and time (RFQ) or the official bid opening date and time (IFB) specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official target date and time or the official bid opening date and time (IFB). Telephone or telegraphic requests to withdraw a bid shall not be honored.

5.7 A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.

6. Bid Opening

6.1 Bid openings are public on the opening date and at the opening time specified in the IFB document. The Department will not provide prices or other bid information via the telephone.

6.2 Bids submitted in response to an IFB which are not received in the Department office prior to the official opening 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

7.1 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.

7.2 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.

7.3 In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. Evaluation/Award

8.1 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 bidder 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.

8.2 Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the Department.

8.3 Bidders are encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB or RFQ, pricing shall be evaluated at the maximum potential financial liability to the Department.

8.4 Awards shall be made to the bidder 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 bidder, 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.

8.5 In the event all bidders fail to meet the same mandatory requirement in an IFB or RFQ, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders 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.

8.6 The Department reserves the right to reject any and all bids.

8.7 When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.

8.8 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.

8.9 Any award of a contract shall be made by notification from the Department to the successful bidder. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.

8.10 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 Department.

8.11 All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.

8.12 The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

8.13 The final determination of contract award(s) shall be made by the Department. Any bid award protest must be received within ten (10) business days after the date of award.

9. Contract/Purchase Order

9.1 By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB or RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.

9.2 A binding contract shall consist of: (1) the IFB or RFQ and any amendments thereto, (2) the contractor's response (bid) to the IFB or RFQ, (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 or RFQ shall be incorporated into the contract by reference.

9.3 A notice of award issued by the Department 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 the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.

9.4 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

10.1 The Department does not pay state or federal taxes unless otherwise required under law or regulation.

10.2 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.

10.3 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.

10.4 Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB or RFQ.

10.5 The Department 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.

10.6 All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in Section 34.055 RSMo.

10.7 The Department 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**

12.1 No equipment, supplies, and/or services received by the Department pursuant to a contract shall be deemed accepted until the Department has had reasonable opportunity to inspect said equipment, supplies, and/or services.

12.2 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.

12.3 The Department 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.

12.4 The Department's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the Department may have.

13. **Warranty**

13.1 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.

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

14. Conflict of Interest

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

14.2 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

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

15.2 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 Department.

16. Cancellation of Contract

16.1 In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. 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.

16.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately.

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

16.4 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. **Communication and Notices:** Any notice to the bidder/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 bidder/contractor.

18. Bankruptcy or Insolvency

18.1 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.

18.2 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. Invention, 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

20.1 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.

20.2 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 Department cannot 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 bidder'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.