

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
SUPPLIER AGREEMENT
BETWEEN
MISSOURI DEPARTMENT OF SOCIAL SERVICES
FAMILY SUPPORT DIVISION
and
HOME ENERGY SUPPLIER**

1. Purpose

- 1.1 This agreement, made by and between the Department of Social Services, Family Support Division (hereinafter referred to as the Department) and the Home Energy Supplier stated below, (hereinafter referred to as the supplier) shall be as follows:

(Name of Company)

Missouri's Low Income Home Energy Assistance Program (LIHEAP) Energy Assistance (EA) and Energy Crisis Intervention Program (ECIP) is authorized under Title XXVI of the Omnibus Budget Reconciliation Act of 1981 (PL 97-35) as amended by the Title VI of the Human Services Reauthorization Acts of 1984 (PL 98-558), of 1986 (PL 99-425), of 1990 (PL 101-501), 1994 (PL 103-252) and 1998 (PL 105-258).

2. Definitions

- 2.1 **Credit Balance** – any surplus of funds remaining on the account of an eligible customer created as the result of a LIHEAP payment to the supplier at the conclusion of the appropriate program period defined in the agreement.
- 2.2 **Eligible Customer** – a household that has applied and been determined eligible for LIHEAP assistance benefits by the Department or LIHEAP contractor, has an active account with the supplier, and a payment pledge from the contractor has been accepted by the supplier.
- 2.3 **Home Energy for purpose of LIHEAP** – includes fuel oil, tank propane, natural gas, or electricity utilized as the source of heating, or cooling, or both for a residential dwelling occupied by an eligible customer. Cylinder propane qualifies as a home heating fuel, but payment shall always be made directly to the eligible customer. If a cylinder propane user is incorrectly coded as a tank propane user by the LIHEAP contractor, the supplier must not accept payment on behalf of this customer.
- 2.4 **LIHEAP Contractor** – entities contracted with the Department to provide eligibility determination for program participation in accordance with applicable state statutes, federal regulations and the Department's current FFY LIHEAP Policy and Procedures Manual.
- 2.5 **Payment** – a line of credit payment to the supplier equal to the maximum subsidy per eligible customer as set forth in this agreement can be found on the Department of Social Services (DSS) LIHEAP website at <https://dss.mo.gov/fsd/energy-assistance/pdf/liheap-supplier-manual.pdf>

3. Terms of Agreement/Modifications

- 3.1 The agreement period is Date of award, through September 30, 2028. This agreement shall not bind, nor purport to bind, the Department for any commitment in excess of the original agreement period. This agreement shall become **effective upon signature** by authorized representatives of the supplier and the Department and shall apply to home energy fuels delivered or provided to eligible customers under LIHEAP in accordance with the following program periods:
- a. Natural Gas and Electricity – home energy consumed beginning on or after October 1st of each year and ending no later than the end of the first billing cycle for an eligible customer after September 30th of each year.
 - b. Fuel Oil and Tank Propane – home heating energy delivered to an eligible customer beginning October 1st of each year and ending no later than September 30th of each year.

- 3.2 Changes to this agreement must be made by a formal agreement amendment signed and approved by and between the duly authorized representative of the supplier and the Department prior to the effective date of such modification. No other document, including correspondence, e-mail, acts, or oral communications by or from any person, shall be used or construed as an amendment or modification to the agreement.
- 3.3 This document expresses the complete agreement of the parties. Performance of the agreement shall be governed solely by the specifications and requirements contained in the agreement. The exclusive venue for any litigation arising under this agreement shall be Cole County, Missouri. This agreement shall be interpreted in accordance with the laws of the State of Missouri.

4. Responsibilities of the Department and supplier

4.1 The Department agrees to:

- a. Provide the supplier with a weekly listing of eligible customers (Customer Eligibility Listing or CEL) who have designated the company as their home energy supplier. These listings shall include, at a minimum, the following data elements:
 - 1) Complete name of eligible customer;
 - 2) Complete address of eligible customer;
 - 3) Customer account number provided on the supplier's billing information;
 - 4) Amount of payment the Department will make on behalf of each eligible customer whose name appears on the listing; and
 - 5) Social Security Number of the customer supplied by the Department.
- b. The Department shall transmit the information specified via secure file transfer protocol or another secure data transfer method to be determined by the Department. Data must be encrypted at rest and in transit. A data transfer request must be approved by the Department and Office of Administration-Information Technology Systems Division (OA-ITSD) before any data is shared or exchanged.
- c. The Department will establish a secure method for exchanging the files with the Supplier via encrypted box account or file transfer protocol (FTP).
- d. Secure from each eligible customer and from its agents or contractors, written authorization for the release of information concerning the eligible customer's account with the supplier.

4.2 The supplier agrees to:

- a. Require any of its districts, regional or local companies who provide services to eligible customers in Missouri, to comply with all provisions of this agreement. The supplier must complete Exhibit 1 – Supplier Information and submit with the signed agreement, the complete name and address of any sub-suppliers who will be involved under the terms of this agreement.
- b. As conditions for receiving payment for its eligible customers under Missouri's Low Income Home Energy Assistance Program, the supplier:
 - 1) Shall not discriminate with regard to the terms or conditions of the sale, availability of credit, delivery or price of home energy fuels offered to eligible customers in relation to its other residential customers;
 - 2) Shall return Customer Eligibility Listings (CEL's) to the Department within fifteen (15) calendar days after they are received, indicating whether or not the LIHEAP payment to be made on behalf of the eligible customer will be accepted by the supplier. If the supplier notifies the Department that they will not accept payment on behalf of a particular eligible customer for reasons other than those stipulated in this agreement, payment will automatically be made to the eligible customer. If the supplier **fails to return** a CEL within a **thirty (30) calendar day** timeframe, **direct payments** will be made to **all customers** who appeared on said listing;
 - 3) Shall accept the LIHEAP payment to be made on behalf of an eligible customer; LIHEAP will cover fees such as reconnect fees, deposits, tank (pressure) tests, off-route delivery fees, rental fees, tank pick-up/removal fees, etc. It will not cover tampering charges, supplier responsibility fees, and electrical wiring fees.

- 4) Shall credit, through normal billing process, the full amount of the LIHEAP pledge received to an eligible customer's account. The supplier may apply any portion of the received LIHEAP pledge to an eligible customer's previous account balance, provided the pledge will continue/restore services for at least thirty (30) calendar days after the LIHEAP pledge is applied to the eligible customer's previous account balance;
- 5) Should make an effort to offer eligible customers, on whose behalf the Department has made payment, a deferred payment plan for any balance due on their account that exceeds the amount made by the Department; consider continued provision of home energy fuel to the eligible customer who maintains their deferred payment plan that was negotiated for the duration of this agreement;
- 6) Shall provide home energy fuels in the amount at least equivalent to the amount of pledge made by the Department on behalf of the eligible customer; restore or continue service during the service period covered by the payment for at least thirty (30) calendar days from the date of the accepted pledge made on behalf of the eligible customer for whom the supplier has agreed to accept the LIHEAP pledge;
- 7) Should consider waiving deposits, name change or late payment fees for an eligible customer for whom the supplier agrees to accept a LIHEAP payment;
- 8) Shall not transfer any portion of the LIHEAP payment made on behalf of an eligible customer to any other customer's account;
- 9) Shall notify each eligible customer in writing of the amount of any credit balance remaining on their account as a result of the LIHEAP payment, no later than the end of the first billing cycle for the eligible customer after September 30th of each year. In the case of payments received after September 30th notification of any credit balance must be made no later than the next regular billing cycle for the customer on whose behalf the LIHEAP payment is received.
- 10) Shall refund any LIHEAP credit balance remaining on an eligible customer's account to the Department and any remaining customer credit balance directly to the customer, when the customer voluntarily terminates service with the supplier or leaves the supplier's designated service area, no later than sixty (60) calendar days after their final billing statement or by March 31st of the following program year.
- 11) In the event an eligible customer moves from a rental property, where LIHEAP funds were utilized to fill a propane tank, the fuel may remain in the tank belonging to the landlord of the rented property if the landlord pays for the remaining balance. Suppliers will be allowed to remove the propane and deduct removal fees and issue a refund of the remaining balance to the Department. Credits or refunds will not be issued to the eligible customer.
- 12) In the event the designated customer dies during the program coverage period and the credit balance on their account is not used by a surviving household member over the age of eighteen (18) at the same address, it will be refunded to the Department. Any credit balances that cannot be utilized under the terms of this agreement will be refunded to the Department no later than March 31st of the following program year.
- 13) Shall not accept the LIHEAP payment on behalf of customers with the following account status:
 - Inactive Account (Natural Gas and Electric): an account on which service was terminated prior to October 1st of each year or later and the supplier does not agree to restore or continue service to this customer under the provisions of this agreement;
 - Inactive Account (Fuel Oil and Tank Propane): an account on which no purchases of home heating fuel were made in the six (6) month period immediately preceding October 1st of each year;
 - Commercial Account: an account identified by the supplier via rate structures or other means, as generally being utilized by a commercial business;
 - Not Our Customer: an account which the supplier is unable to identify via existing records as being a customer of the company;
 - Invalid Account Number: an account which the supplier is unable to identify via existing records the customer account number;

- Needs Additional Payment: an account on which the supplier needs additional funds to restore and continue services;
- Negative Customer Response: an account which the supplier is able to verify, but the customer failed to call and make an appointment to restore services;
- Credit on Account Response (Natural Gas and Electric): an account, which the supplier verifies a credit of \$500 or more exists.

14) Must utilize the identifying information below concerning eligible customers served when corresponding with the Department:

- Complete name of eligible customer (account holder);
- Complete address of eligible customer;
- Customer account number of eligible household; and
- Social security number of the customer supplied by the Department.

5. Payments

- 5.1 The Department agrees to provide payment to the supplier within fifteen (15) calendar days for those customers whom the supplier has agreed to accept payment.
- a. Failure to submit the EA CELs within the time frames set forth in this agreement may delay payment.
- 5.2 The supplier should participate in the Department's direct deposit program and to complete an Automatic Clearing House/Electronic Funds Transfer (ACH/EFT) application.
- 5.3 The supplier agrees to accept ECIP payments forty-five (45) calendar days after a pledge is made for an eligible household.
- 5.4 If funds for payment of home energy costs of eligible customers are not sufficient to permit the Department to reimburse the supplier in accordance with the payment maximums specified on DSS LIHEAP website at <https://dss.mo.gov/fsd/energy-assistance/pdf/liheap-supplier-manual.pdf> the Department will prorate payments to the supplier on the basis of the total obligations for energy costs of all eligible customers in Missouri and the amount of funding available to meet these obligations. The Department will utilize this procedure until all available funding for the payment of energy costs of eligible customers has been expended.

6. Monitoring/Reporting

- 6.1 The Department is required to perform a review of actual usage data of eligible customers served during the program year. The Department will provide a report to Natural Gas, Electricity, and Tank Propane suppliers at the end of the regular season. The supplier shall submit to the Department actual usage data for each eligible customer in each billing cycle or calendar month of the pertinent period set forth under the program period defined in this agreement. Actual usage data submitted shall include:
- a. The complete name and address of each eligible customer;
 - b. The customer's account number;
 - c. The Social Security Number of each customer;
 - d. The number of units of home energy consumed during each billing cycle or calendar month of the appropriate program coverage period defined in this agreement;
 - e. The total actual costs for the number of units of home energy consumed by each eligible customer during each billing cycle or calendar month of the program coverage period;
 - f. The amount of any credit balance remaining on the account of an eligible customer at the end of the first billing cycle for an eligible customer after September 30th of each year; and
 - g. The amount of an eligible customer's outstanding account balance at the time the supplier agreed to accept the LIHEAP payment if the supplier used the payment in accordance with this agreement.

7. Confidentiality

- 7.1 The supplier shall understand that all discussions with the supplier and all information gained by the supplier as a result of the supplier's performance under this agreement shall be confidential. The supplier

shall not release reports, documentation, or material prepared required by this agreement without the prior written consent of the Department.

- 7.2 The Department shall only use information provided by the supplier about the account of an eligible customer for administering LIHEAP. The Department shall obtain the same agreement from any of its suppliers.
- 7.3 The supplier agrees not to use or disclose any information related to its eligible customers to any parties except the Department in accordance with all applicable state and federal laws dealing with privacy and confidentiality of information related to eligible customers of LIHEAP. This agreement shall immediately be declared null and void, if the supplier is determined to be out of compliance with privacy and confidentiality laws.
- 7.4 The supplier shall ensure that all persons in its employ, who are authorized to have access to or use information obtained from the Department, understand the conditions of this agreement. In the case of information obtained electronically or by using the web-based access, the authorized employee attests to such understanding in writing by signing a DSS/FSD Security Access and Confidentiality Agreement form. Availability of this information must be limited to employees with a "need to know". Access to information from the Department will be denied if the supplier is determined to be out of compliance. This agreement shall be declared null and void if the supplier is determined to be out of compliance.
- 7.5 The supplier 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 by the agreement. Such safeguards shall include, but not 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 agreement;
 - d. Policies and procedures implemented by the supplier 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.
- 7.6 Substance Abuse Records- 42 U.S.C. §§290dd-2 and 42 C.F.R. Part 2.1 governs the confidentiality of substance abuse records and provides for specific mechanisms to obtain such records and the information therein. Any records and information that may be maintained by the Department or contractor concerning confidential drug or alcohol treatment or for any medical, psychological, or psychiatric treatment would be released by the consent of the recipient of the treatment. Those releases do not permit the Department/contractor to further release that information without the consent of the patient unless authorized by court order entered pursuant to procedures set out at 42 C.F.R. §2.61 et seq.
- a. The Department of Health and Human Services issued a final rule which substantially revises 42 C.F.R. Part 2. The final rule went into effect April 16, 2024, and will be phased in over a two-year period. As the final rule is phased in over the two-year period, the Department reserves the right to revisit and alter the rights and duties of the above paragraph as necessary during the term of contract/agreement to ensure continued compliance with the final rule. The final rule may be viewed at <https://www.federalregister.gov/documents/2024/02/16/2024-02544/confidentiality-of-substance-use-disorder-sud-patient-records>.
- 7.7 The supplier agrees to maintain, and upon request of the Department, permit authorized representatives of the Department and other Federal or State agencies as may require such information, to have access to such records as may be necessary to confirm the supplier's compliance with the provisions of this agreement. The supplier agrees to retain all books, records, and other documents relevant to this agreement for a minimum of five (5) years or until litigation, claim, negotiation, audit, or other action

involving the records that was initiated prior to the expiration of this five (5) year period has been completed.

8. Fraud Prevention and Reporting

- 8.1 The supplier shall report any financial fraud or abuse or misconduct in the administration of LIHEAP to the Department. The supplier shall call 877-770-8055 or report by email at DLS.ReportVendorFraud@dss.mo.gov. Suppliers shall cooperate with all Department investigations of suspected fraud or abuse or misconduct.
- 8.2 The supplier may be prosecuted under applicable federal and state law for false claims, statements or documents or concealment of material fact.

9. Termination

- 9.1 Termination of this agreement may occur by either party terminating its duties under this agreement upon provision of thirty (30) calendar days written notice to the other, except that the duties of Section 4.2b 9 through 13, 5.3 and 6.1 shall survive.
- a. It is understood and agreed upon that in the event funds or appropriation authority from local, state, and federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services, as determined by the Department, the obligation of each party hereunder shall thereupon be terminated immediately upon receipt of written notice from the Department;
- b. This agreement may be terminated immediately by written notice for cause related to the adequacy of performance. Any written notification shall be effective upon deposit in the mail; and
- c. The supplier shall not incur new obligations for the terminated portion of the agreement after the effective date of the termination for cause. The supplier shall cancel as many outstanding obligations as possible.

10. Affidavit of Work Authorization and Documentation:

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

11. Debarment Certification

- 11.1 The supplier certifies by signing the signature page of this original document and any amendment signature page(s) that the supplier is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.
- 11.2 The supplier must complete and submit the exhibit titled Certification Regarding Debarment prior to award of this agreement.

12. Business Compliance

- 12.1 The supplier must comply with the laws regarding conducting business in the State of Missouri. The supplier certifies by signing the signature page of this original document and any amendment page(s) that the supplier and any proposed subcontractors either are presently in compliance with such laws or shall comply with such laws prior to any resulting agreement. The supplier shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable);
- b. Certificate of authority to transact business/certificate of good standing (if applicable);
- c. Taxes (e.g., city/county/state/federal);

- d. State and local certifications (e.g., professions/occupations/activities);
 - e. Licenses and permits (e.g., city/county license, sales permits); and
 - f. Insurance (e.g., worker's compensation/unemployment compensation).
- 12.2 The supplier must complete and submit the exhibit titled Registration of Business Name with the Missouri Secretary of State prior to award this agreement.
- 12.3 In the event the supplier contracts with any other party (subcontractor) to carry out the terms of this agreement, the agreement between the supplier and said other party, shall incorporate by reference and specify that said other party the subcontractor is currently in compliance with this agreement.
- 13. HIPAA:**
- 13.1 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.
- 13.2 The supplier 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 on Attachment A.

Any and all references to ‘Contractor’ within the incorporated Attachments and Exhibits shall be interpreted as referring to the Home Energy Supplier (company) entering into this agreement.

This agreement and any attachments thereto set forth all promises, agreements, and understandings between the Department and the supplier. No alterations, modifications, or amendments of this agreement shall be binding upon either party unless it has been reduced to writing and properly executed by authorized representatives of both parties. In witness thereof, the Department and the supplier hereby execute this agreement.

 Authorized Representative of Supplier

 Authorized Representative of the
 Department of Social Services

 Date

 Date

Attachment A – Business Associate Agreement

(rev 9-2-2025)

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

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

- 7.2 The contractor shall use appropriate administrative, physical and technical safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- 7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.
- 7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) calendar 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) calendar 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 this agreement 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 Agreement of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
- 7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this agreement.
- 8. Obligations of the Department**
- 8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- 8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- 8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
 - a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.
10. **Breach of Contract:** In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

EXHIBIT 1- SUPPLIER INFORMATION

PLEASE COMPLETE THE INFORMATION BELOW AND RETURN WITH THE SIGNED AGREEMENT AND ALL EXHIBITS. THE DEPARTMENT WILL COMPLETE THE LAST LINE AND RETURN WITH THE SUPPLIER COPY OF THE SIGNED AGREEMENT.

Please attach a complete listing of all your branch offices, including their names, address, telephone and fax numbers and current e-mail addresses.

COMPANY NAME _____

COMPANY MAILING ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

COUNTY _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

E-MAIL ADDRESSES (Primary) _____

(Other) _____

(Other) _____

(Other) _____

(Other) _____

(Other) _____

TYPES OF FUEL PROVIDED _____

For Department Use Only:

Supplier Number Assigned: _____

Exhibit # 2:

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

Business Entity Certification:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <https://www.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 # 2 (continued)

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

Box B – Current Business Entity Status

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

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.uscis.gov/e-verify>; Phone: 888-464-4218 (ask for Tier 2); Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

Exhibit # 2 (continued)

Affidavit of Work Authorization

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

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

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

_____ Authorized Representative's Signature	_____ Printed Name
_____ Title	_____ Date
_____ E-Mail Address	_____ E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am commissioned as a notary public commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

(DAY) (MONTH, YEAR) (NAME OF COUNTY) (NAME OF STATE) (DATE)

_____ Signature of Notary	_____ Date
_____ Signature of Notary	_____ Date

Exhibit # 2 (continued)

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

BOX C – Affidavit on File - Current Business Entity Status

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative’s
Name (Please Print)

Authorized Business Entity
Representative’s Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

Exhibit 3 - 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	Unique Entity ID (UEI) #
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 2 CFR Part 180. 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.

FOR STATE USE ONLY Documentation Verification Completed By:

Buyer

Date

EXHIBIT # 4:

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 that 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)