THE CASS COUNTY COMMISSION

A G E N D A

Date and time posted 8-10-16 at 2:00 pm

Notice is hereby given that the
Cass County Commissioners will conduct a meeting
on

Thursday, August 11, 2016

at the Cass County Historic Courthouse,

The tentative agenda of this meeting includes:

2:30PM ***Commission Meeting***

1. ***Call to Order***
2. ***Roll Call***
3. ***Pledge***
4. ***Accept the Agenda as Presented***
5. ***Approval of Minutes of August 8, 2016 Meeting***
6. ***Resolution No. 16-31 – Approval of Business Associate Agreement with American Fidelity Administrative Services L.L.C.***
7. ***Resolution No. 16-35 – Health Department Contract with Missouri Department of Health and Senior for Nutrition Services for WIC***
8. ***Resolution No. 16-36 – Health Department Amendment #3 to Contract with Missouri Department of Health and Senior for Cities Readiness Initiative***
9. ***County Clerk Mike Vinck – Submittal of August Election Results as part of record***
10. ***Cass County Collector Pam Shipley – Requesting Disbursement of 2015, Tax Sale Surplus Monies Certificate of Purchase #15-37, Tax Sale #340, Taxpayer Name: William & Georgia Pappan, Amount: $838.01, Payable To: Norman K. Larkey, Sr.***
11. ***Cass County Sheriff's Office – Request for Purchase – Bullet Proof Vests and Plates***
12. ***Ward Road Improvements (Discussion Item)***
13. ***Misc***
14. ***Public Comment***
15. ***Commissioner Communications***
16. ***Adjourn***

The tentative agenda of this meeting also includes a vote to close part of the meeting pursuant to RSMo Sections 610.021.1 (Legal); 610.021.2 (Real Estate); 610.021.3 (Personnel actions); 610.021.13 (Personnel Records); and 610.021.17 (confidential communications with auditor); 610.021.12 (Contract Negotiations). All meetings are handicap accessible. Copies of the agenda are located outside the Cass County Clerk's Office, First Floor, Cass County Courthouse. Representatives of the media may obtain copies of this notice and Copies of CD's of Commission Meetings (fee of $5 for CD) by contacting: the County Clerk's Office, Cass County Courthouse, 102 E. Wall St., Harrisonville, MO 64701, or by calling: 816-380-8106

Commission Meeting Minutes
August 8, 2016

The Cass County Commission convened on August 8, 2016 at 2:30 P.M. for the 6th day of the July term, with those present as follows:

Jeff Cox	Presiding Commissioner
Luke Scavuzzo	Associate Commissioner District 1-absent
Jimmy Odom	Associate Commissioner District 2
Mike Vinck	County Clerk

Presiding Commissioner Jeff Cox called to order the regular meeting at 2:30 pm.

1. ***Call To Order:***

2. ***Roll Call:***
   Presiding Commissioner Jeff Cox – present
   Associate Commissioner District 1 Luke Scavuzzo – absent
   Associate Commissioner District 2 Jimmy Odom – present

3. ***Pledge:***

4. ***Accept the Agenda as Presented:***
   Commissioner Odom made a motion to approve the agenda. Presiding Commissioner Cox seconded the motion and it passed unanimously with all in favor with a show of hands.

5. ***Approval of Minutes of August 4, 2016 Meeting:***
   Commissioner Odom made a motion to approve the minutes of August 4, 2016 meeting. Presiding Commissioner Cox seconded the motion and it passed unanimously with all in favor with a show of hands.

6. ***Resolution No. 16-32 – Amending 2016 Budget, Prosecuting Attorney:***
   Commissioner Odom made a motion to approve Resolution No. 16-32. Presiding Commissioner Cox seconded the motion. Public hearing held, no public comment. Resolution No. 16-32 passed unanimously with all in favor with a show of hands.

7. ***Resolution No. 16-33 – Amending 2016 Budget, Road & Bridge:***
   Commissioner Odom made a motion to defer action on Resolution Numbers 16-33 and 16-34. Presiding Commissioner Cox seconded the motion and it passed unanimously with all in favor with a show of hands.

8. ***Resolution No. 16-34 – Amending 2016 Budget, Health:***
   See item 7 above.

9. ***Misc:***
   None.

10. Public Comment:
None.

11. Commissioner Communications:
None.

12. Adjourn:

Commissioner Odom made a motion to adjourn the Commission meeting at 3:43 pm. Presiding Commissioner Cox seconded the motion and it passed unanimously with all in favor with a show of hands.

(CDs are available in the County Clerk's Office of all Public Hearings and Meetings for a fee of ($5.00)

Jeff Cox
Presiding Commissioner

Luke Scavuzzo
Associate Commissioner District 1

Jimmy Odom
Associate Commissioner District 2

Michael J. Vinck
County Clerk

Certified Copy of Record

STATE OF MISSOURI,

ss.

County of Cass,

In the County Commission of Cass County, Missouri, at the July Term, 2016, held on the 11th day of August, 2016 amongst others, were the following proceedings:

RESOLUTION NO. 16-31
OF THE CASS COUNTY COMMISSION

APPROVAL OF BUSINESS ASSOCIATE AGREEMENT BETWEEN CASS COUNTY AND AMERICAN FIDELITY ADMINISTRATIVE SERVICES, L.L.C.

BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THAT, the Commission hereby approves Resolution No. 16-31 approving of Business Associate Agreement between American Fidelity Administrative Services, LLC. and Cass County. The County Commission is hereby authorized to sign the necessary documents on behalf Cass County, Missouri, and to take all other action necessary to facilitate this Order. (see attached)

ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THIS 11TH DAY OF AUGUST, 2016.

Jeff Cox Presiding Commissioner	Luke Scavuzzo Associate Commissioner Dist. 1	Jimmy Odom Associate Commissioner Dist. 2

ATTEST:

Michael J. Vinck, County Clerk

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into this **11th** day of **August, 2016**, by and between **CASS COUNTY** located at 102 E. Wall Street, Harrisonville, MO 64701 (hereafter "Covered Entity") and **AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC**, an Oklahoma limited liability company located at 9000 Cameron Parkway, Oklahoma City, OK 73114 (hereafter "Business Associate").

WHEREAS, Business Associate may have access to, create or receive Protected Health Information, as hereinafter defined, on behalf of the Covered Entity in connection with services to be provided by Business Associate to Covered Entity from time to time; and

WHEREAS, Covered Entity wants to satisfy the applicable requirements of the Privacy Rule, Security Rule and Standard Transactions Rule, as those terms are hereinafter defined, by obtaining satisfactory assurances from Business Associate concerning Business Associate's use, disclosure, requests for, and safeguarding of Protected Health Information, and Business Associate wants to provide such assurances, as more particularly set forth in this Agreement, in order to continue to provide the services; and

WHEREAS, Business Associate agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Public Law 104-191) and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") (Division A, Title XIII and Division B, Title IV of Public Law 111-5) and implementing regulations (Title 45, Parts 160, 162 and 164 of the Code of Federal Regulations) dealing with the confidentiality, security and standardized transmission of health or health-related information, as applicable to Business Associate;

NOW THEREFORE, for and in consideration of the foregoing premises, which are incorporated into and made a part of this Agreement, the parties agree as follows:

1. **EFFECTIVE DATE**. This Agreement shall be effective as of the day and year first written above with respect to the HIPAA Rules and as of the applicable effective dates for such provisions related to the HITECH Act.

2. **DEFINITIONS** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules.

Specific definitions:

a) *Breach*. "Breach" means the acquisition, access, use, or disclosure, or possibility of acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule.

b) *Electronic Health Record*. "Electronic Health Record" shall have the same meaning as set forth in section 13400(5) of Public Law 111-5 and any implementing regulations.

c) *Designated Record Set*. "Designated Record Set" shall have the same meaning as set forth in 45 CFR § 164.501 and refers to an item, collection, or storing of information that contains protected health information that is used, in whole or in part, to make decisions about individuals, their treatment or billing for services rendered, including medical records and billing records, enrollment, payment, claims adjudication and case or medical management record systems.

d) *HHS*. "HHS" means the U.S. Department of Health and Human Services.

e) *HIPAA Rules*. "HIPAA Rules" means the Privacy Rule, Security Rule and Standard Transactions Rule, collectively.

f) *HITECH Act*. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act included in the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

g) *Limited Data Set*. "Limited Data Set" shall have the same meaning as set forth in 45 CFR § 164.514(e)(2).

h) *Privacy Rule*. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as they exist now or as they may be amended.

i) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, but for purposes of this Agreement shall be limited to such information created or received by Business Associate from or on behalf of Covered Entity.

j) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103. In general, "Required by Law" means a mandate contained in law that compels a person to make a use or disclosure of Protected Health Information and that is enforceable in a court of law.

k) *Secretary*. "Secretary" means the Secretary of the U.S. Department of Health and Human Services or his designee.

l) *Security Incident*. "Security Incident" means the attempted or successful unauthorized access, acquisition, use, disclosure, modification, or destruction of Protected Health Information (whether electronic or non-electronic) or interference with system operations of an information system involving Protected Health Information.

m) *Security Rule*. "Security Rule" means the Security Standards set forth at 45 CFR Parts 160 and 164, as they exist now or as they may be amended. M3449 3

n) *Standard* Transactions Rule. "Standard Transactions Rule" means the Standards for Electronic Transactions set forth at 45 CFR, Parts 160 and 162, as they exist now or as they may be amended.

o) *Unsecured Protected Health Information.* "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under section 13402(h)(2) of Public Law 111-5 on the HHS Web site.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a) Business Associate agrees not to use or disclose Protected Health Information other than as permitted by this Agreement.

b) Business Associate agrees to use appropriate safeguards to prevent any use or disclosure of Protected Health Information for any purpose other than as permitted by this Agreement.

c) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information agrees to the same restrictions and conditions applicable, as set forth in this Agreement, to Business Associate, with respect to Protected Health Information and agrees to implement reasonable and appropriate administrative, technical and physical safeguards to protect the confidentiality and security of Protected Health Information.

d) Business Associate agrees to make its internal practices (including policies and procedures), books, records, and services relating to the use and disclosure of Protected Health Information and the safeguards established with respect to such information available:

1. to Covered Entity within thirty (30) business days of the date Business Associate receives a request from Covered Entity; and
2. to the Secretary in the time and manner as directed by the Secretary.

Notwithstanding the above, no attorney-client, account-client, or other legal privilege shall be deemed waived by Covered Entity or Business Associate by virtue of this provision.

e) Business Associate acknowledges that the Privacy Rule requires Covered Entity to provide individuals with a number of privacy rights, including the right to inspect and copy Protected Health Information within the possession or control of Covered Entity and its business associates, the right to amend such Protected Health Information, and the right to obtain an accounting of disclosures of Protected Health Information to third parties for certain purposes. To assist Covered Entity in complying with these requirements, Business Associate agrees to the following:

1. Within ten (10) days of a request by Covered Entity, Business Associate shall, as directed by Covered Entity, either (a) provide a copy of such Protected Health Information as is specified by Covered Entity to Covered Entity or to an individual specified by Covered Entity or (b) make such Protected Health Information available for inspection and copying by an individual specified by Covered Entity. To the extent that Business Associate uses or maintains an Electronic Health Record with respect to Protected Health Information, Business Associate shall comply with the requirement of this Section to provide a copy of Protected Health Information upon request by providing an electronic copy of such information to Covered Entity, the individual or a third party designated by the individual, as directed by Covered Entity. Business Associate shall maintain a record of any access to Protected Health Information provided under this Section in such form as may be specified by Covered Entity and shall provide a copy of such record to Covered Entity promptly upon request. If any individual requests access to Protected Health Information directly from Business Associate, Business Associate shall notify the individual that the request will be forwarded to Covered Entity and shall promptly forward such request to Covered Entity.

2. Within a reasonable time after a request by Covered Entity, Business Associate agrees to amend or correct Protected Health Information as directed by Covered Entity.

3. Business Associate agrees to record each disclosure made to a third party of Protected Health Information as would be required by Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528, with the exception of disclosures made for any of the following purposes:

i. treatment, payment, or Covered Entity's health care operations;
ii. in response to a request from the individual who is the subject of the disclosed Protected Health Information or that individual's personal representative;
iii. iii. to persons involved in that individual's health care or payment for health care;
iv. iv. for national security or intelligence purposes;
v. to law enforcement officials or correctional institutions regarding inmates; or
vi. that are part of a Limited Data Set.

At a minimum, Business Associate shall track the following information regarding each disclosure:

i. Date of the disclosure;
ii. Name of the third party to whom Protected Health Information was disclosed and if known, the address of the third party;
iii. A brief description of the disclosed information; and
iv. A brief description of the purpose and basis for disclosure.

Business Associate shall maintain a record of such information for no less than six (6) years from the date of disclosure and shall provide such information to Covered Entity within thirty (30) days of a request by Covered Entity or, if directed to do so by Covered Entity, shall respond to requests for an accounting of disclosures on behalf of Covered Entity in a manner and timeframe that will allow Covered Entity to comply with the Privacy Rule.

It is not anticipated that Business Associate will use or maintain Electronic Health Records on behalf of Covered Entity. However, to the extent that Business Associate does use or maintain any Electronic Health Records on behalf of Covered Entity, Business Associate shall maintain such records of its disclosures of Protected Health Information to third parties with respect to such Electronic Health Records as necessary for Covered Entity to comply with section 13405 of Public Law 111-5 and any implementing regulations. Business Associate shall provide such records of disclosure to Covered Entity upon request or, if directed to do so by Covered Entity, shall respond to requests for an accounting of disclosures on behalf of Covered Entity in a manner and timeframe that will allow Covered Entity to comply with applicable law.

f) Business Associate agrees to implement administrative, physical and technical safeguards and security policies and procedures and documentation standards to protect the confidentiality, integrity and availability of Protected Health Information in compliance with 45 CFR §§ 164.308, 164.310, 164.312 and 164.316 in the same manner as such sections apply to Covered Entity.

g) Business Associate agrees to report any Security Incident to the Corporate Compliance Department of Covered Entity. Business Associate shall make such report promptly in writing but in no case more than thirty (30) business days after Business Associate learns of a Security Incident. Such report shall include the following:

1. A description of what happened, including the date of the Security Incident and the date of discovery of the Security Incident;

2. A description of the types of Protected Health Information that were involved in the Security Incident (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved) and whether any such information was Unsecured Protected Health Information;

3. Identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, disclosed, modified or destroyed during such Security Incident;

4. Business Associate's assessment of whether the Security Incident constitutes a Breach, including Business Associate's reasons for concluding that the Security

Incident is, or is not, a Breach. This assessment should address, at minimum, information as to the likelihood of reidentification of the information, the person(s) who acquired the information, whether the PHI was actually acquired or viewed, and the extent to which the risk has been mitigated;

5. Such other information as Covered Entity may request.

h) Business Associate agrees to cooperate fully with Covered Entity in investigating any Security Incident and implementing such measures to mitigate any harmful or potentially harmful effects of such Security Incident, as deemed appropriate by Covered Entity in its sole and absolute discretion, including, but not limited to, notifying affected individuals, appropriate authorities and media of the Security Incident, regardless of whether the Security Incident constitutes a Breach and regardless of whether notification is Required by Law, and providing affected individuals with services to protect themselves against identity theft.

i) Until such time as the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the Privacy Rule and such guidance becomes effective, Business Associate agrees to limit the use, disclosure or request for Protected Health Information, to the extent practicable, to the Limited Data Set or, if needed by Business Associate, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request in accordance with 45 CFR § 164.502(b). On and after the effective date of guidance first issued by the Secretary on what constitutes "minimum necessary," Business Associate shall limit the use, disclosure or request for Protected Health Information to the minimum necessary in accordance with such guidance. In the case of the disclosure of Protected Health Information by Business Associate, Business Associate shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure, consistent with performance of the services for which Business Associate has been retained by Covered Entity and any directives or guidelines Covered Entity may specify.

j) Business Associate agrees that it shall not directly or indirectly receive remuneration in exchange for any Protected Health Information; provided, however, that this provision shall not prohibit Business Associate from (a) accepting remuneration from Covered Entity in consideration for the services performed by Business Associate for Covered Entity or (b) charging individuals a reasonable, cost-based fee approved by Covered Entity for providing a Copy of Protected Health Information pursuant to Section 3(e)(1) of this Agreement.

k) If and to the extent that Business Associate conducts any transaction subject the Standard Transactions Rule for or on behalf of Covered Entity, Business Associate shall comply, and shall require any agent or subcontractor conducting such transaction to comply, with each applicable requirement of the Standard Transactions Rule in the same manner as such requirement applies to Covered Entity. Business Associate shall not enter into, or permit its agents or subcontractors to enter into, any agreement in connection with the conduct of any transaction for or on behalf of Covered Entity that:

1. changes any definition, data condition, or use of a data element or segment as described in the Standard Transactions Rule (45 CFR § 162.915(a));

2. adds any data elements or segments to the maximum defined data set as described in the Standard Transactions Rule (45 CFR § 162.915(b));

3. uses any code or data elements that are either marked "not used" in the Standard Transactions Rule's implementation specifications or are not in the Standard Transaction Rule's implementation specifications (45 CFR § 162.915 (c)); and

4. changes the meaning or intent of any of the Standard Transactions Rule's implementation specifications (45 CFR § 162.915(d)).

l) To the extent required by law, Business Associate shall defend, indemnify and hold harmless Covered Entity from and against any penalties, attorneys' fees, costs, expenses, losses, claims, damages or liabilities (or actions in respect thereof) to which Covered Entity may become subject insofar as such penalties, attorneys' fees, costs, expenses, losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any Security Incident, breach of this Agreement or any unauthorized use or disclosure of Protected Health Information by Business Associate and/or agents or subcontractors acting or accessing PHI on behalf of Business Associate.

m) Business Associate agrees to execute an appropriate Business Associate Agreement with any agent, subcontractor, or other such party accessing Protected Health Information on behalf of Business Associate.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as necessary to perform any written agreement for services between Covered Entity and Business Associate, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

b) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to the extent necessary for Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities if:

1. The disclosure is Required by Law; or
2. Business Associate obtains reasonable assurances, evidenced by written contract, from any person or organization to which Business Associate shall disclose such Protected Health Information that such person or organization shall:
    i. hold such Protected Health Information in confidence and use or further

disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as Required by Law; and
ii. notify Business Associate, who shall in turn promptly notify the Corporate Compliance Department of the Covered Entity, of any instance which the person or organization becomes aware of in which the confidentiality of such Protected Health Information was breached.

c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

5. OBLIGATIONS OF COVERED ENTITY

a) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

b) Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

c) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

d) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information requested by an individual to which Covered Entity has agreed in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

6. TERM AND TERMINATION

a) *Term.* This Agreement shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible or permitted by law to return or destroy Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section.

b) *Termination for Cause*. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall either:

1. Provide an opportunity for Business Associate to cure the breach and terminate this Agreement and any service agreement between the parties if Business Associate does not cure the breach within such reasonable time period specified by Covered Entity (not less than thirty (30) days) after Covered Entity notifies Business Associate in writing of the breach; or
2. Immediately terminate this Agreement and any service agreement between the parties if Business Associate has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

Covered Entity's remedies under this Section shall be cumulative and the exercise of any remedy shall not preclude the exercise of any other. Before exercising any of these options, Covered Entity shall provide reasonable written notice to Business Associate describing the violation and the action it intends to take.

c) *Effect of Termination.*

1. Except as provided in paragraph 2 herein below, upon termination of this Agreement for any reason, upon direction of Covered Entity, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of agents or subcontractors of Business Associate. Business Associate shall retain no copies of Protected Health Information, unless Required by Law.

2. In the event Business Associate reasonably determines that returning or destroying Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible and shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as Business Associate maintains such Protected Health Information.

7. *MISCELLANEOUS*

a) *Regulatory References*. All references to the HIPAA Rules codified in 45 CFR shall mean the referenced sections as in effect or as amended by the HITECH Act and as may be further amended by law or regulation.

b) *Amendment*. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule, the Standard Transactions Rule, the Health Insurance Portability and Accountability Act of 1996, and any other applicable law.

c) *HITECH Act Compliance*. The parties acknowledge that the HITECH Act includes several provisions impacting the health care industry, including significant changes to the HIPAA Rules. The Privacy Subtitle of the HITECH Act sects forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under the HIPAA Rules and many of these changes will be clarified in forthcoming regulations. Each party agrees to comply with the applicable provisions of the HITECH Act and any implementing regulations issued thereunder and agree to take such action to modify this Amendment as reasonably necessary to comply with the HITECH Act and its implementing regulations, guidance, and interpretations as they become effective.

d) *Audit.* Covered Entity may, at any time upon reasonable prior notice, examine the use, disclosure and maintenance of Protected Health Information by Business Associate and Business Associate's employees, officers, directors, agents, auditors, attorneys and independent contractors, including the safeguards employed to protect the confidentiality of Protected Health Information. Business Associate shall cooperate fully in any such examination and shall require Business Associate's employees, officers, directors, agents, auditors, attorneys and independent contractors to cooperate fully.

e) *Ownership of Information*. As between Covered Entity and Business Associate, Covered Entity shall retain all right, title and interest in and to all Protected Health Information. Subject to the terms and conditions of this Agreement, Covered Entity grants Business Associate a limited, nonexclusive and non-transferable license to use Protected Health Information as necessary to perform the services specified in the written agreement(s) for services between Covered Entity and Business Associate.

f) *Expenses.* Business Associate's compliance with this Agreement, including without limitation, providing access to Protected Health Information; accounting for disclosures of Protected Health Information; correction or amendment of Protected Health Information; cooperation with the implementation of mitigating measures deemed appropriate by Covered Entity following a Security Incident; the return or destruction of Protected Health Information; and cooperation with any examination of the use, disclosure or maintenance of Protected Health Information by Business Associate, shall be at Business Associate's sole expense.

g) *Irreparable Harm*. Business Associate acknowledges and agrees that any use, disclosure or maintenance of any Protected Health Information in a manner inconsistent with this Agreement may give rise to irreparable injury to Covered Entity for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Covered Entity shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Protected Health Information or failure to maintain the security of Protected Health Information as required by this Agreement.

h) Severability. To the greatest extent possible, each provision under this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision

of this Agreement is found to be invalid, it shall be to that extent deemed omitted, and the balance of the Agreement shall remain enforceable.

i) *Survival*. The rights and obligations of the parties under Section 3(l) and Section 6(c) ("Effect of Termination") of this Agreement shall survive the termination of this Agreement.

j) *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, the Security Rule, the Standard Transactions Rule, the Health Insurance Portability and Accountability Act of 1996, the HITECH Act and any other applicable law.

k) *No Third Party Beneficiaries*. Nothing express or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

l) *No Agency Relationship*. Nothing express or implied in this Agreement is intended to establish, nor shall anything establish, an agency relationship between the Covered Entity and Business Associate, and their respective successors or assigns.

m) *Entire Agreement*. This Agreement constitutes the entire agreement between the parties relating to the use and disclosure of Protected Health Information. There are no understandings or agreements relating to the use and disclosure of Protected Health Information which are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement shall be valid unless executed in writing by the party to whom such change, waiver or discharge is sought to be enforced.

[SIGNATURE PAGE FOLLOWS]

AGREED:

BUSINESS ASSOCIATE:

AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC

Address:

P.O. Box 25523
Oklahoma City, OK 73114

_____
Signature

_____
Name (Print)

_____
Title

_____
Date

COVERED ENTITY:

CASS COUNTY

Address:

102 E. Wall Street
Harrisonville, Mo 64701

_____
Signature

_____
Name (Print) Jeff Cox

Presiding Commissioner
Title

_____
Date

Certified Copy of Record

STATE OF MISSOURI,

ss.

County of Cass,

In the County Commission of Cass County, Missouri, at the July Term, 2016, held on the 11th day of August, 2016 amongst others, were the following proceedings:

RESOLUTION NO. 16-35
OF THE CASS COUNTY COMMISSION

APPROVAL OF WIC LOCAL AGENCY NUTRITION SERVICES CONTRACT WITH MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES AND CASS COUNTY HEALTH DEPARTMENT

BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THAT, the Commission hereby approves Resolution No. 16-35 approving of WIC Local Agency Nutrition Services Contract with Missouri Department of Health and Senior Services and Cass County Health Department. Contract Period: 10-1-16 through 9-30-17. The County Commission is hereby authorized to sign the necessary documents on behalf Cass County, Missouri, and to take all other action necessary to facilitate this Order. (see attached)

ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THIS 11TH DAY OF AUGUST, 2016.

Jeff Cox Presiding Commissioner	Luke Scavuzzo Associate Commissioner Dist. 1	Jimmy Odom Associate Commissioner Dist. 2

ATTEST:

Michael J. Vinck, County Clerk
Clerk of the Commission

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

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

Tracking #	**Contract Title:**	
43697	WIC LOCAL AGENCY NUTRITION SERVICES	
Contract Start: 10/1/2016	**Contract End:** 9/30/2017	**Questions/Please Contact:** PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:** 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) CASS COUNTY HEALTH DEPARTMENT	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 300 SOUTH MAIN	
CITY, STATE, and ZIP CODE HARRISONVILLE MO 64701	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON Tiffany Klassen	EMAIL ADDRESS tiffanyK@cassCounty.com
PHONE NUMBER 816-380-8427	FAX NUMBER 816-380-8450
TAXPAYER ID NUMBER (TIN) *****0465	DUNS NUMBER 099238099
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

WIC: Local Agency Nutrition Services

1. GENERAL

1.1 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.2 The contract amount shall not exceed the amount stated on the Budget Page, Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein for the period of October 1, 2016 through September 30, 2017.

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

Program Name: Bureau of WIC and Nutrition Services
Address: 930 Wildwood Drive, Jefferson City, MO 65109
Phone: 573-751-6204
Email: WICOperations@health.mo.gov

2. PURPOSE

2.1 The Department of Health and Senior Services, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC / WIC Program / Department) was established to provide nutrition education and breastfeeding support, nutritious supplemental foods, and referrals to other health and social services at no cost to eligible persons.

2.2 The WIC Program serves as an adjunct to good health care during critical times of human growth and development, to prevent health problems and improve the health of those served.

2.3 The purpose of this contract is to allow the Department to provide funds to support the delivery of the food, nutrition education, breastfeeding support, and health referral services and benefits of the WIC Program to eligible participants through qualified community agencies (Contractors), such as local public health agencies.

2.4 The terms of this contract are derived from the language set forth in 7 C.F.R. Part 246 located at: http://www.fns.usda.gov/sites/default/files/wic/WICRegulations-7CFR246.pdf. The Contractor shall familiarize itself with these regulations and shall abide by their applicable parts. The Contractor shall abide by the requirements set forth in the current Missouri WIC Operations Manual (WOM) and its updates, which are

available at: http://health.mo.gov/living/families/wic/wiclwp/wom/ and is incorporated by reference as though fully set forth herein.

3. CERTIFICATION DELIVERABLES

3.1 The Contractor shall process all WIC applications within the timeframes set forth in 7 CFR 246.7(b)(5) and 246.7(f)(2), as defined in WOM Policy 3.01700.

3.2 The Contractor shall provide services to all WIC applicants based on the participant priority system defined in WOM Policy 2.03200.

3.3 The Contractor shall not establish a waiting list without prior approval of the Department. When the Department approves a waiting list, the Contractor must establish and manage the waiting list.

3.4 The Contractor shall certify applicants for the WIC Program, which includes, but is not limited to:

3.4.1 Requiring that the applicant be physically present at the time eligibility for the WIC Program is determined, with limited exceptions set forth in WOM Policy 2.02700.

3.4.2 Requiring the applicant's proof of identification, residency and income;

3.4.3 Accurately assessing the income to determine income eligibility status according to WOM Policy 3.01200;

3.4.4 Assessing the applicant for medical and nutritional risks to determine WIC Program eligibility status, using WIC Program standards and risk factors issued by the Department in effect at that time;

3.4.5 Providing notification of ineligibility at the end of the interview process if the applicant does not meet income guidelines and/or risk criteria;

3.4.6 Providing the applicant an explanation, as defined in WOM Policy 2.03200 and 2.0600 of the following:

a. Risk factors for which the applicant is qualified,

b. The collaborative aspect of the WIC program created through referrals to other health/social services,

c. The food package and its nutrient value, for which the applicant will receive,

d. Nutrition and breastfeeding education contact requirements,

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e. Applicant's rights and responsibilities as a participant in the WIC Program, and

f. Purposes and procedures of the WIC Program.

3.4.7 Updating participant records in the Missouri WIC Information Network System (MOWINS) as necessary, including making changes, corrections, terminations, and reinstatements.

3.5 The Contractor shall use the Department's designated electronic nutrition assessments in MOWINS to determine the WIC participant's nutritional risk(s) and counsel participants according to United States Department of Agriculture (USDA) Nutrition Services Standards located https://wicnss.fns.usda.gov/.

3.6 The Contractor shall document in MOWINS all participant-centered nutrition and health goals as established between the Contractor and participant and ensure appropriate documented follow-up occurs within the required timeframe.

3.7 The Contractor shall have a plan in place to maintain separation of duties and to prevent a conflict of interest during the certification process as outlined in WOM Policy 1.07000.

3.7.1 The same employee should not determine eligibility and also issue food instruments (FI), Cash Value Vouchers/Benefits (CVV/Bs) or supplemental foods.

3.7.2 The Contractor shall ensure that WIC employees are not providing WIC services to themselves, their relatives and/or their close friends.

3.7.3 The Contractor must provide an alternate process to address the following when only one (1) employee is in the Contractor's WIC office:

a. Conflict of Interest

b. Separation of Duties

4. FOOD PACKAGE ISSUANCE DELIVERABLES

4.1 The Contractor shall issue food packages in compliance with the WOM Policies 1.07000, 2.06950 – 2.08500, 3.0145, and 3.0400 - 3.06400.

4.2 The Contractor shall ensure: 1) that they issue every participant determined eligible for the WIC Program the appropriate food package pursuant to WOM Policy 2.06600, and 2.06950 – 2.08500; and 2) that they provide the participants FI for the food package on the same day the applicant is determined eligible.

4.3 Formula shall not routinely be provided to breastfeeding mothers before their infant is one (1) month of age.

4.4 The Contractor shall follow-up with WIC eligible individuals with metabolic disorders who require special medical foods to ensure the individual receives those foods through their private insurance, or through the Metabolic Formula Program as the primary source, if applicable.

4.5 The Contractor shall have a plan in place to ensure a Competent Professional Authority (CPA) staff is available at all times for approval and issuance of tailored food packages, special formulas and medical foods.

5. FOOD INSTRUMENT ISSUANCE, ACCOUNTABILITY AND SECURITY DELIVERABLES

5.1 The Contractor shall provide FIs in compliance with the WOM as outlined in the Food Instrument Accountability Section which includes the following, but is not limited to:

5.1.1 Ensuring proper FI printing, issuance, and recording of disposition to include receipt by participants, guardians, or their authorized proxies;

5.1.2 Ensuring FIs are issued only to participants in a current period of eligibility, with a current WIC system certification record, and ensuring issuance of only one food package to match the current status of the participant, for each month of eligibility; and

5.1.3 Ensuring that instructions are given to participants, guardian(s), or authorized proxies of participants on the proper use of the FIs.

5.2 The Contractor shall be accountable and liable for all FIs in the Contractor's and/or subcontractor's possession from the time FIs are created through the data system to issuance to the participant or other final non-issued disposition.

5.2.1 The Contractor is responsible for issuing and maintaining support documentation in accordance with WOM Policy 3.04000.

5.2.2 The Contractor shall, upon request, reimburse the Department from non-WIC funds for improperly issued FIs.

6. NUTRITION EDUCATION, BREASTFEEDING EDUCATION AND PROMOTION AND SUPPORT SERVICES DELIVERABLES

6.1 The Contractor shall provide to participants nutrition education, breastfeeding education, promotion and support services. These services includes, but are not limited to:

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6.1.1 Making available a minimum of two (2) nutrition education contacts during each six (6) month period to every adult participant and to every parent/guardian of an infant or child. The contacts must be provided on two (2) different dates as outlined in WOM Policy 2.06400.

6.1.2 Developing and documenting participant-centered nutrition and/or health goals with every participant;

6.1.3 Conducting follow-up with the participant on their health and/or nutrition goal and documenting goal follow-up within the current certification period;

6.1.4 Providing participant-centered nutrition education contacts that are designed to be easily understood; that bear a practical relationship to the participant's risk factors, nutritional needs, and cultural preferences; that emphasize the relationships between proper nutrition and good health; and that assist the participant in achieving positive changes in food selection and physical activity habits;

6.1.5 Conducting Nutrition Education follow-up for approved nutrition education methods to include but are not limited to: individual, group, alternative (web-based [WICHealth.org], self-paced lessons, telephone, e-mail) and Tele-Nutritionist.

a. Document all Nutrition Education follow-up in MOWINS.

6.1.6 Ensuring that the Contractor does not deny participants supplemental foods for failure to participate in nutrition education;

6.1.7 Educating, supporting, and encouraging women to initiate and continue to breastfeed;

6.1.8 Providing substance abuse information at each certification, mid-certification, recertification, and referrals as appropriate to participants;

6.1.9 Providing a nutrition education counseling session and an exit brochure to all women participants who will be terminated from the WIC Program;

6.1.10 Documenting each nutrition and breastfeeding education contact by recording appropriate nutrition education topics provided, contact appointments missed or refused, follow-up on health/nutrition goal; and

6.1.11 Ensuring that nutrition and breastfeeding education materials are reviewed with participants and are consistent with current standards of professional practice, and are appropriate for use with the target audience pursuant to WOM Policies 2.06000 - 2.06500 and 6.05000.

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7. CLINIC ENVIRONMENT, ACCESSIBILITY OF SERVICES, CUSTOMER SERVICE DELIVERABLES

7.1 The Contractor shall ensure that clinic locations and hours are available that minimize time away from work for employed applicants and parent(s) or guardian(s) of participants, and minimize travel time and distance for applicants and parent(s) or guardian(s).

7.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding.

7.3 The Contractor shall ensure accessibility of WIC services to any eligible person including migrant farm workers and their families; Native American Indians; and homeless individuals.

7.4 The Contractor shall ensure WIC services are available in their service area by:

7.4.1 Notifying the Department in writing at least sixty (60) days prior to opening, relocating, changing hours or days of operation, or closing a clinic site, satellite facility or hospital certification site. This is done by completing an Impact Analysis Template - (WIC 34) located at http://health.mo.gov/living/families/wic/wiclwp/forms.php- (Administrative forms) and sending it to the Department's assigned technical assistance staff for approval. The assigned technical assistance staff can be found at http://health.mo.gov/living/families/wic/wiclwp/pdf/TAMap.pdf.

7.4.2 The Contractor shall ensure that continuity of WIC services is addressed in their local agency Emergency Response/Disaster Preparedness Plan (ERDP) pursuant to WOM Policy 3.00500.

7.5 The Contractor shall provide voter registration services and assure that services are made available in compliance with the National Voter Registration Act of 1993.

7.6 The Contractor shall prohibit smoking on the premises used to carry out the WIC Program, including near clinic entrances used by WIC participants.

7.7 The Contractor shall promote and enforce a drug free work environment.

7.8 The Contractor shall identify, in a highly visible manner, where WIC Program services are located at each Contractor's site. The Contractor shall identify where WIC Program Services are located at each Contractor's site through the use of signage or other means to direct WIC participants to the clinic.

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7.9 The Contractor shall have a written procedure for handling participant complaints and grievances. The grievance procedure must be approved by the Department as part of the Local Agency Plan (LAP). The Contractor shall ensure all of its staff follows the approved grievance procedure as outlined in WOM Policy 1.05700, 7 CFR 246.8, and FNS Instruction 113-1.

7.10 The Contractor shall ensure that its WIC staff does not share individual user identification and/or passwords to the data system. The Department will assess penalties to the Contractor according to WOM Policy 3.01400 when it discovers the sharing of individual user identification or passwords.

8. CLINIC MANAGEMENT, COORDINATION DELIVERABLES

8.1 The Contractor shall provide to all WIC Program applicants, proxies, participants, and guardians information about and referrals to available health and social services specific to their needs, including, but not limited to, written information on MO HealthNet (formerly Medicaid) and brochures regarding newborn screening.

8.2 The Contractor shall have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided through referrals. Such services include, but are not limited to, screening of immunization status, blood lead level, MO HealthNet or MO HealthNet Managed Care, and substance abuse education.

8.3 A Contractor that is a public or private health service agency without ongoing routine pediatric and obstetric care shall have a written agreement in place with a health agency that provides those services.

8.3.1 The written agreement shall outline all WIC-related responsibilities of each agency as outlined in 7 CFR 246.5(d). The Department shall approve the signed agreement as part of the LAP and shall be kept on file at both the Department and the respective contractor.

8.3.2 WIC Program funds shall not be used to reimburse the other health agency or private physician for pediatric and obstetric care services provided.

9. ASSESSMENT, PLANNING, AND EVALUATION

9.1 The Contractor shall, at least annually, assess the needs of its WIC participants and potential WIC participants using MOWINS tool(s) and use such assessments to improve the effectiveness of local service provision and to modify local operations to meet the needs of WIC participants, as appropriate within the allowances and

guidelines and state policies as set forth in WOM Policy 1.05550 and 7 CFR 246.19(b)(6).

9.2 The Contractor shall develop a LAP for WIC services. The Contractor shall evaluate the LAP throughout the contract period.

9.2.1 The Contractor shall submit the LAP to the Department by the 1st of September of the current contract period if the Contractor wishes to continue to provide WIC services for the following contract period.

a. The Contractor's failure to submit the LAP to the Department by the due date may cause delays of Department's approval and issuance of a new contract.

b. The Contractor shall set their priorities by writing goals, objectives, and strategies in their approved LAP.

9.2.2 The Contractor shall have a written plan for outreach appropriate to the local area and population. The plan shall include, but not be limited to:

a. An active outreach referral network with agencies or organizations which serve similar populations which are potentially eligible; and

b. Activities targeting potentially high-risk individuals, and who are most in need of benefits, with emphasis on reaching and enrolling eligible migrants and Missouri women in the early months of pregnancy.

9.3 The Contractor shall, at least monthly during the contract period, follow up on no-show applicants and participants, reschedule missed appointments, and provide adequate and appropriate notice of upcoming appointments.

9.4 The Contractor shall attempt to contact any prenatal applicant who misses her initial appointment to determine WIC eligibility and shall document such contacts.

9.5 The Contractor shall publicly announce the availability of WIC Program benefits in the first quarter of each contract period, and when significant WIC Program changes have occurred which affect the local population and local participants.

10. STAFFING DELIVERABLES

10.1 The Contractor shall ensure all staff is performing within their scope of practice.

10.2 The Contractor's staff may serve more than one staff role as long as it is clear which individual staff person fulfills each role. These staff roles shall include:

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10.2.1 A WIC Coordinator who is responsible for coordinating and ensuring that the local agency's WIC Program is managed in the most effective an efficient manner possible. ER# 1.01250; 2008 7CFR 246.3(f). 246.4(a((26) & 246.6(b).

10.2.2 A Nutrition Coordinator who is a qualified nutritionist who is responsible for coordinating nutrition services as defined in WOM Policy 2.01450 and 7 CFR 246.11(d);

10.2.3 A Breastfeeding Coordinator;

a. The Contractor is required to employ or contract with a qualified person who has knowledge and experience to support, develop and implement all breastfeeding services.

10.2.4 A Qualified Nutritionist as defined in WOM Policy 2.01400 and 7 CFR 246.11(d), 246.2 and 246.4(a);

a. The Contractor is required to have a qualified nutritionist who will provide participant-centered nutrition education and counseling to high-risk participants and oversee the nutrition education aspect of the program.

10.2.5 A Retailer Contact Person;

10.2.6 A Competent Professional Authority (CPA);

10.2.7 A National Voter Registration Act (NVRA) Liaison; and

10.2.8 A Lead Skills Validator who shall be a CPA.

10.3 The Contractor may employ the following staff to assist with the WIC certification process:

10.3.1 WIC Certifiers;

10.3.2 A Registered Dietitian (RD) who must be licensed to practice dietetics in Missouri;

10.3.3 Health Professional Assistants (HPAs); and

10.3.4 Administrative/Clerical staff.

11. TRAINING AND TECHNICAL ASSISTANCE DELIVERABLES

11.1 The Contractor shall ensure that the Contractor's staff (and subcontractor's staff, if applicable), who are performing WIC services have successfully completed all training required by the Department according to Missouri WOM policy 1.01550.

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11.1.1 The Contractor shall ensure that any staff/volunteers that perform specific WIC functions or duties are appropriately trained using resources from the Department listed in WOM Policy 1.01550 and are supervised for the function they are performing.

11.1.2 The Contractor shall ensure all its WIC staff has internet services to access e-Learning courses found at http://health.mo.gov/living/families/wic/wictraining/programmanagement.php#gov.

11.1.3 The Contractor shall ensure that its WIC staff completes required training provided by the Department for all staff roles and responsibilities and document all training completed as described in 7 CFR 246.11(c) and WOM Policy 1.01550.

11.1.4 The Contractor shall accept training on WIC procedures from the Department or its designee when required or deemed appropriate by the Department.

11.1.5 The Contractor shall require its WIC Coordinator or designee to document and maintain training records for all staff for audit purposes.

11.1.6 The Contractor shall pay for all WIC-allowable expenses incurred by Contractor personnel attending any State-WIC-approved training in any location. WOM Policy 1.03700 Conference and Training describes allowable training and costs.

11.2 The Contractor shall accept technical assistance and/or training from the Department when the Department finds non-compliance or deficiencies in components of WIC Program policies and procedures as the Department determines necessary.

11.2.1 The Contractor's staff may be required to attend training or refresher training as deemed necessary by the Department.

11.2.2 The Contractor may request technical assistance at any time from their assigned Department WIC technical assistance staff.

11.3 The Contractor shall ensure compliance with 7 CFR 246.8 in all aspects of their WIC Program operations.

11.3.1 The training shall include all the basic requirements in 7 CFR 246.8 and the FNS 113-1 Civil Rights Instruction, which can be found at http://www.fns.usda.gov/sites/default/files/113-1.pdf.

11.4 Pursuant to WOM Policies 1.01550 and 3.01400, the Contractor shall require designated staff to complete the following WIC trainings annually: Data Security; Immunizations; Breastfeeding Promotion and Support; Civil Rights; and National Voter

Registration Act. A list of required annual training can be found at http://health.mo.gov/living/families/wic/wictraining/lwpannualtraining.php.

11.5 The Contractor shall use designated training funding for approved expenses for either required WIC training or training approved by WIC.

11.5.1 Allowable training expenses include expenses for travel to and from training, staff time to attend training, lodging, parking fees, and meals.

11.5.2 Training for nutrition education and breastfeeding promotion and support shall be documented for each employee on the WIC Staff Training Record, which can be found at http://health.mo.gov/living/families/wic/wictraining/lwpnewemployeetraining.php.

12. REPORTS

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

13. BUDGET AND ALLOWABLE COSTS

13.1 The Department will reimburse the Contractor for necessary and allowable costs incurred specifically for the proper and efficient performance of the contract consistent with the WOM. The Contractor should refer to the Funding Accountability Section of the WOM for guidance on what is considered necessary and allowable costs.

13.1.1 To provide WIC services, the Contractor shall submit a budget through the LAP process to obtain the Department's written approval. The Department shall not reimburse the Contractor for any costs incurred prior to the contract period and not approved by the Department.

13.1.2 The Contractor shall define in the LAP budget the components of operational costs that are related to nutrition education and breastfeeding promotion and support. At a minimum, one sixth ($1/6^{th}$) of the Contractor's funds received and documented under this contract must be spent on nutrition education and breastfeeding promotion and support.

13.1.3 The Contractor shall designate staff time by category in the LAP budget.

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13.1.4 The Contractor shall use the funds for activities and materials as budgeted and approved by the Department in accordance with the contractor's approved LAP. This applies to all caseload and special funding projects as stated on the attached Budget Page (Attachment C). The Contractor shall request changes among budgeted categories using the online Budget Adjustment form and obtain approval prior to expending funds.

13.2 Caseload:

13.2.1 Caseload participation is defined as the number of program participants served in a month. The Department reserves the right to reallocate funds based on the Contractor's cumulative caseload participation counts captured and documented in MOWINS.

13.3 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment C. The contract amount will be based on the number of participants provided service during the twelve month period, counted from April 1 through March 31 beginning the previous year.

a. The Department may increase the contract amount based on an increase in the Contractor's projected annualized caseload participation during the Department's six month review of the contract. An increase in the contract amount will only be considered if:

1. Additional funds are available.

2. The Contractor's percentage of participants served is more than two percent (2%) over the contract starting caseload participation amount.

3. The increase shall be the net amount served above two percent (2%) over the contract starting caseload participation amount.

4. The Contractor requests an increase in writing through its assigned technical assistance team by close of business May 3rd of the current contract period.

b. In the event of a natural disaster or other circumstances that cause an increase in caseload to occur, the Department reserves the right to adjust the contract amount upon the request of the Contractor.

c. The Department will notify the Contractor of any increase in the caseload participation.

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13.3.1 The contract amount for caseload participation and any special projects funds is based on availability of federal funds, which is subject to change. The Department will provide thirty (30) days written notice to the Contractor prior to an effective change.

13.4 Allowable costs for this contract include personnel compensation and benefits, contract services, conference and training, travel, equipment, nutrition education materials, administrative office costs, computer hardware, medical materials, stipend, facility costs.

13.5 The Contractor shall maintain a complete, accurate, documented, and current accounting of all contract funds received and expended. The Contractor shall comply with a state WIC office request for documentation of contract funds received and expended within fifteen (15) working days of the date of the request.

13.6 The Contractor shall document and report when non-WIC Program funds are used to meet the requirements of this contract or to provide services. These funds must be for allowable expenses and shall be included in the LAP budget and reported in the monthly billing as in-kind.

13.7 The Department will reimburse the Contractor for transportation provided by personal vehicles (mileage) at either the current IRS rate for mileage reimbursement or the mileage reimbursement rate set by the Contractor's internal policy, whichever is lower.

13.8 The Contractor shall follow competitive procurement practices.

14. INVOICING AND PAYMENT

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

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

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

14.2 The Contractor shall submit invoices monthly. Invoices shall be due by the tenth (10th) day of the month following the month in which the Contractor provided services under

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the contract. The Contractor shall perform the services prior to invoicing the Department.

14.2.1 An exception to this requirement is the June invoice. The Department will notify the Contractor in advance of the June submission date, which will be coordinated with the end of the state fiscal year. All documentation shall remain on file at the Contractor's facility.

14.2.2 Each monthly invoice shall be submitted via the online WIC invoicing application.

14.2.3 The Contractor shall be reimbursed not greater than forty percent (40%) of their caseload-based assigned amount in the 1st quarter, sixty-five percent (65%) in the 2nd quarter and ninety percent (90%) in the 3rd quarter, with the remainder billed in the 4th quarter.

14.2.4 The Contractor shall define on each invoice, the components of operational costs that are related to nutrition education and breastfeeding promotion and support.

14.2.5 The Contractor shall designate staff time by category on the reimbursement request.

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

14.4 The Contractor shall submit the final invoice by no later than December 12, 2017. The Department shall have no obligation to pay any invoice submitted after the due date.

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

14.6 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

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

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

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

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

14.9 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://www.cfda.gov/?s=program&mode=list&tab=list.

15. AMENDMENTS

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

16. MONITORING

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

16.2 The Contractor agrees to on-site monitoring from the Department to assess contract compliance.

16.3 The Contractor shall prepare a local agency Corrective Action Plan (CAP) in response to Department on-site monitoring findings that will be provided in writing by the Department. The Contractor shall provide the CAP within the timeframe requested and it must be approved by the Department pursuant to WOM Policy 1.05500.

16.4 The Contractor shall complete and submit a CAP Progress Report to document the status of the CAP within the timeframe requested, which must be approved by the Department.

16.5 The Contractor shall comply with any written request for a self-monitor report within the timeframe requested by the Department.

16.6 When the Department determines through patterns of repeated findings, consultations, or desk audits that the Contractor has failed to demonstrate efficient and effective

administration of the WIC Program, or to comply with other requirements contained in this contract, the Department may withhold up to one hundred percent (100%) of the contract funds. Upon correction of the deficiency by the Contractor, the Department may provide the withheld funds to the Contractor.

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

16.8 The Department has the right to disqualify the Contractor when, through a review, the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area. The Contractor will have the right to an administrative appeal of the Department's decision pursuant to the procedures outlined in WOM Policy 1.05800.

16.9 The Department has the right to penalize or fine the Contractor up to ten thousand dollars ($10,000) for the misuse or illegal use of WIC Program funds, property, or assets as set forth in 7 C.F.R. 246.23 (d).

16.10 The Contractor shall investigate and document alleged or suspected participant, authorized representative and/or alternate authorized representative violations and take appropriate action.

16.11 The Contractor shall be responsible for the monitoring of any subcontractors for compliance with contract guidelines.

17. DOCUMENT RETENTION

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

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

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

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

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

17.6 The Contractor shall have available for review, audit and evaluation all criteria used for certification, including information on the geographic areas served, verification of income standards used and specific criteria used to determine nutritional risk, nutrition education, high risk care plans, and special formula issuance.

18. CONFIDENTIALITY

18.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

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

19. LIABILITY

19.1 The relationship of the Contractor to the Department shall be that of an independent Contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers

compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

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

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

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

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

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

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

21. EQUIPMENT/SOFTWARE

21.1 The Contractor shall maintain an inventory list of all equipment, resources, and software purchased with WIC funds, either by the Contractor or by the Department and provided to the Contractor. All equipment, resources, and software purchased with WIC funds, both by the Contractor and purchased by the Department and provided to the Contractor, belong to the Department and must be returned to the Department if WIC services are no longer provided by the Contractor. This inventory list must include, but is not limited to:

a. Multi-user hospital grade electronic breast pumps.

b. Items having a value of $500.00 or higher and sensitive items.

c. Items having a useful life of two years or more.

21.2 The Contractor shall be responsible for ensuring that the equipment, resources, and software it purchases with WIC Program funds, or that was purchased by the Department and provided to the Contractor for use in its or a subcontractor's facility, if applicable, are available to conduct WIC Program services. All equipment, resources, and software used for the WIC program shall meet Department requirements and comply with Department specifications, be properly maintained and repaired as needed, and kept secure from theft or vandalism.

a. The Contractor shall contact the Department for instructions prior to disposing of equipment that has a WIC inventory tag and was placed for use in the Contractor's facility or purchased with WIC funds.

b. The Contractor shall maintain and make available a filing system for Department Non-Expendable Property Transfer/Reassignment forms (form # DH-60) in order to ensure accountability of equipment disposal.

21.3 The Contractor shall ensure extended administrative privileges to Department staff to access all computers purchased with WIC funds, or purchased by the Department and on loan to the Contractor, to be able install software necessary to conduct WIC business. The administrative privileges shall include having a designated local profile with administrative rights for State Information Technology Services Division (ITSD)

staff on all WIC computers. This will enable State staff to repair and maintain WIC computers without delay.

a. If the Contractor's information technology (IT) management and support, or Contractor's management, does not allow the Department's ITSD staff to have access and administrative rights to WIC computers, the local IT support will be responsible for the installation and repair of WIC computers and the associated cost.

b. The Contractor shall have current anti-virus and anti-spy ware software installed and operating on every computer connected to the state network or used for WIC business. The Contractor shall regularly update the anti-virus and anti-spy ware software for network security.

21.4 The Contractor shall respond to Department requests for inventory verification of equipment and software within fourteen (14) calendar days of the date of the request. Failure to comply will result in the Department withholding the Contractor's monthly reimbursements until compliance is complete.

21.5 The Contractor shall use information technology for authorized purposes as set forth in WOM Policy 3.01400.

22. COMMUNICATIONS/RECORD-KEEPING

22.1 The Department will provide updates to the WOM when the updates become effective and shall be shared with all WIC staff. The Contractor is responsible for ensuring all staff use current policies and guidance.

22.2 The Contractor shall be responsible for ensuring that its entire WIC staff receives information sent from the Department regarding the WIC Program. The Contractor may obtain such information electronically via email or online, available on the Department web site at http://health.mo.gov/living/families/wic/wicupdates/index.php or via hard copy by mail. The Department may require the Contractor to provide written acknowledgement for receipt of policy changes and commodity deliveries. The Department will notify the Contractor when written acknowledgement of receipt is required.

a. The Contractor shall ensure that its WIC Coordinator and the Nutrition Coordinator have unique Department-provided or Contractor-provided email addresses if those roles are filled by separate persons. The Contractor cannot use unsecure email addresses to transmit confidential information.

WIC: Local Agency Nutrition Services

22.3 As stated in WOM Policy 1.05700, the Contractor shall collect and report racial and ethnic data with regards to applicants, participants, and potentially eligible populations through the electronic data system provided by the State.

23. AUTHORIZED PERSONNEL

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

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

23.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

23.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the

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

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

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

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

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

24. TERMINATION

24.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effectively immediately upon providing written notification to the Contractor if:

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

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

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

24.1.4 By request of the Contractor.

24.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.

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

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

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

25. SUBCONTRACTING

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

25.2 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:

WIC: Local Agency Nutrition Services

25.2.1 The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and

25.2.2 Shall not henceforth be in such violation and

25.2.3 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.

25.3 The Contractor shall be responsible for ensuring that any subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

25.4 The Contractor shall notify all subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

2.3.2 Collecting a certification from that person; or

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations.

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

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

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

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

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at http://health.mo.gov/contractorresources/nga for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

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

SUBRECIPIENT SPECIAL CONDITIONS

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

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

1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The

SUBRECIPIENT SPECIAL CONDITIONS

Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

1.12 Equipment

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

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

Department of Health and Senior Services
Agency Nutrition Services

BUDGET PAGE

Cass County Health Department

The contractor shall be reimbursed for each participant provided service at a rate of $14.00 per participant served.

Contract Dollars

1. WIC Breastfeeding (Special Breastfeeding Funding 1, Attachment E)*	$ 0.00
2. WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment E)*	$ 0.00
3. Breastfeeding Friendly Incentive (Special Breastfeeding Funding 3)*	$ 0.00
4. WIC Conference (Special Funding 5)*	$ 1,261.00
5. Administrative Services (Special Funding 6)*	$ 0.00
6. User Acceptance Testing (UAT) (Special Funding 9, Attachment F)*	$ 0.00

*only for approved LWP's

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

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

8. Transactions	
Contract Expenditures:	
8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00
Match Requirements:	
8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

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

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

MO 580-3091 (12-14)

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

BUSINESS ENTITY CERTIFICATION:

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

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
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 WIC Local Agency Nutrition Services (Contract Name) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

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

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

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

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

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

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

_____	_____
Signature of Notary	*Date*

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 Cass County (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
Cass County Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

Revised 03/01/12

STATE OF MISSOURI
DEPARMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

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

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	43697	**State:** 0%	$0.00	**Federal:** 100%	$217,967.00
Contract Title:	WIC LOCAL AGENCY NUTRITION SERVICES				
Contract Start:	10/1/2016	**Contract End:** 9/30/2017	**Amend#:** 00	**Contract #:**	
Vendor Name:	CASS COUNTY HEALTH DEPARTMENT				

CFDA: 10.557	**Research and Development:** N		
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN		
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE		
Federal Award:	*		
Federal Award Name:	*		
Federal Award Year:	2017	**DHSS #:** 17WIC-FOA	**Federal Obligation:** $217,967.00

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

Project Description:

The purpose of this contract is to provide Women, Infants, and Children (WIC) and Nutrition Services to participants.

Certified Copy of Record

STATE OF MISSOURI,

ss.

County of Cass,

In the County Commission of Cass County, Missouri, at the July Term, 2016, held on the 11th day of August, 2016 amongst others, were the following proceedings:

RESOLUTION NO. 16-36
OF THE CASS COUNTY COMMISSION

APPROVAL OF AMENDMENT#3 CITIES READINESS INITIATIVE CONTRACT TRACKING #40141 WITH MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES AND CASS COUNTY HEALTH DEPARTMENT

BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THAT, the Commission hereby approves Resolution No. 16-36 approving of Amendment #3 Cities Readiness Initiative Contract Tracking #40141 with Missouri Department of Health and Senior Services and Cass County Health Department. Contract Period: 7-1-14 through 6-30-17. The County Commission is hereby authorized to sign the necessary documents on behalf Cass County, Missouri, and to take all other action necessary to facilitate this Order. (see attached)

ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THIS 11TH DAY OF AUGUST, 2016.

Jeff Cox Presiding Commissioner	Luke Scavuzzo Associate Commissioner Dist. 1	Jimmy Odom Associate Commissioner Dist. 2

ATTEST:

Michael J. Vinck, County Clerk
Clerk of the Commission

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

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

Tracking #	**Contract Title:**	
40141	CITIES READINESS INITIATIVE	
Contract Start: 7/1/2014	**Contract End:** 6/30/2017	**Questions/Please Contact:** PROCUREMENT UNIT @ (573)751-6471
Contract #: AOC14380155		**Amend #:** 03

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) CASS COUNTY HEALTH DEPARTMENT	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 300 SOUTH MAIN	
CITY, STATE, and ZIP CODE HARRISONVILLE MO 64701	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON Tiffany Klassen	EMAIL ADDRESS tiffanyK@casscounty.com
PHONE NUMBER 816-380-8427	FAX NUMBER 816-380-8450
TAXPAYER ID NUMBER (TIN) *****0465	DUNS NUMBER 099238099
CONTRACTOR'S AUTHORIZED SIGNATURE →	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

CASS COUNTY HEALTH DEPARTMENT

AMENDMENT #003 TO CONTRACT AOC14380155

CONTRACT TITLE: Cities Readiness Initiative

CONTRACT PERIOD: July 1, 2016 through June 30, 2017

The contract is hereby amended as follows:

1. The contract available amount is decreased by $2,084.00 from $20,845.00 to $18,761.00 for the contract period July 1, 2016 through June 30, 2017.

2. Delete the following paragraphs and replace as indicated:

   1.1 The contract amount shall not exceed $18,761.00 for the period of July 1, 2016 through June 30, 2017.

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

   Program Name: Cities Readiness Initiative
   Program Contact: Haroun Kamara
   Address: P.O. Box 570, Jefferson City, MO 65102-0570
   Phone: 573-522-9152
   Email: Haroun.Kamara@health.mo.gov

   7.4 The Contractor shall submit all invoices and reports to:

   Missouri Department of Health and Senior Services
   Grants Coordination Unit
   P.O. Box 570
   Jefferson City, MO 65102-0570

   Or email to:
   CERTGrantsContracts@health.mo.gov and
   Haroun.kamara@health.mo.gov

   7.7 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the

department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

3. Delete Attachment B and Attachment F and replace with revised Attachment B and Attachment F, which are attached hereto and incorporated by reference as if fully set forth herein.

4. All other terms and conditions shall remain the same and apply hereto.

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at http://health.mo.gov/contractorresources/nga for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

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

SUBRECIPIENT SPECIAL CONDITIONS

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

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

1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The

SUBRECIPIENT SPECIAL CONDITIONS

Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

1.12 Equipment

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

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

ATTACHMENT F

Cass County Health Department

Cities Readiness Initiative Budget

Category	Budget	Automatic adjustment for costs allowed for Indirect Calculation (for calculation purposes only)
Personnel Services	13,820.00	13,820.00
Fringe Benefits	2,764.00	2,764.00
Travel	0.00	0.00
Equipment (see definition below)	0.00	0.00
Supplies	0.00	0.00
Other	2,177.00	2,177.00
Contractual		
Subcontractor #1	0.00	0.00
Subcontractor #2	0.00	0.00
Subcontractor #3	0.00	0.00
Subcontractor #4	0.00	0.00
Subcontractor #5	0.00	0.00
Total Direct Costs	18,761.00	
Indirect Cost	0.00	
TOTAL CONTRACT	**18,761.00**	

Allowed cost for the calculation of Indirect Costs:	18,761.00
If your organization does not have an approved federally negotiated Indirect Cost Rate, enter rate you are requesting.	0.00%
Does your organization have an approved federally negotiated Indirect Cost Rate? (Enter Yes)	
Provide in the space below a summary of how you calculated your Indirect Costs in accordance with your federally negotiated rate. Attach a copy of your approved Indirect Cost Rate agreement.	

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

ATTACHMENT F

Cass County Health Department

Cities Readiness Initiative Budget

Budget Narrative/Justification

Personnel Services

Brooklyn Lampe, Epidemologist and Amanda Prough, Epi/Planner

Fringe Benefits

FICA, Medicare, Lagers, Unemployment, AD&D, Life Insurance, Health Insurance

Travel

Equipment

Supplies

Other

Contractual

Storage, Satellite Phone, Data Cards and postage

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking # 40141 **State:** 0% $0.00 **Federal:** 100% $60,451.00

Contract Title: CITIES READINESS INITIATIVE

Contract Start: 7/1/2014 **Contract End:** 6/30/2017 **Amend#:** 03 **Contract #:** AOC14380155

Vendor Name: CASS COUNTY HEALTH DEPARTMENT

CFDA: 93.069 **Research and Development:** N

CFDA Name: PUBLIC HEALTH EMERGENCY PREPAREDNESS

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

Federal Award: 5U90TP000531-03

Federal Award Name: TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS

Federal Award Year: 2014 **DHSS #:** 14CRI-S **Federal Obligation:** $20,845.00

CFDA: 93.069 **Research and Development:** N

CFDA Name: PUBLIC HEALTH EMERGENCY PREPAREDNESS

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

Federal Award: 5U90TP000531-04

Federal Award Name: TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS

Federal Award Year: 2015 **DHSS #:** TP000531-04Z **Federal Obligation:** $20,845.00

CFDA: 93.074 **Research and Development:** N

CFDA Name: HOSPITAL PREPAREDNESS PROGRAM (HPP) AND PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) ALIGNED COOPERATIVE AGREEMENTS

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

Federal Award: *

Federal Award Name: *

Federal Award Year: 2016 **DHSS #:** CDC-RFA-TP12-120105C **Federal Obligation:** $18,761.00

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

Project Description:

To provide prophylaxis to the Missouri population within 24-48 hours through State, Federal, and private sector partners, and to respond to and recover from all hazards, including intentional biological attack or natural epidemic.

PAM SHIPLEY
CASS COUNTY COLLECTOR

Staff
Denise Goddard
Aryliss Hamilton
Lisa Wheeler
Sharon Schulte
Lori Brumitt

Steve Cheslik, Cass County Treasurer

August 5, 2016

RE: Requesting Disbursement of **2015** Tax Sale Surplus Monies

Certificate of Purchase # **15-37** Tax Sale # **340**

Taxpayer Name: **Pappan, William & Georgia**

Amount: **$ 838.01** Payable to: **Norman K Larkey, Sr**

Respectfully Submitted: Pam Shipley
Cass County Collector

District 1 Commissioner **Presiding Commissioner** **District 2 Commissioner**

Date **Date** **Date**

APPROVED

2725 Cantrell Rd • Harrisonville, Missouri 64701
816/380-8377 • Fax 816/380-8375
collector@casscounty.com • www.casscounty.com

REQUEST FOR PURCHASE

SAVE

Purchase Order # ___ — ___ **Date:**

Department/Account # **Total Cost:**

Office Holder/Department Head:

Company Name, Contact Person Address& Phone Number:			Item Description	Item/Catalog #	Qantity:	Price:
Bid #1						
Company	911 CUSTOM	1	BULLET PROOF VESTS	KDH-VLT-103-	28	$ 719.00
Contact	MIKE KRAUZE	2	'SPEED PLATES'	KDH SPEED L	28	$ 60.00
Address	6970 W 152ND	3	SHIPPING & HANDLING	S&H	28	$ 20.00
City	OVERLAND PA	4				
State	KANSAS	5				
Zip	66223	6				
				TOTAL	84	$ 22,372.00
Bid #2						
Company	>>>>>>>>	1	none-see add'l notes below			
Contact		2				
Address		3				
City		4				
State		5				
Zip		6				
				TOTAL		
Bid #3						
Company	>>>>>>>>	1	none-see add'l notes below			
Contact		2				
Address		3				
City		4				
State		5				
Zip		6				
				TOTAL		

Recommended Item or items to be purchased

1 BID #1

2 BID #1

3 BID #1

4 na

5 na

6 na

Additional Notes: CITY OF INDEPENDENCE COOP BID AWARD BALLISTIC VESTS 377-15-1

There are sufficient funds in the account # ___ — ___ — ___ — ___ to purchase the item/items as estimated above.

Auditor: **Date:**

Purchasing Agent/Presiding Commissioner: **Date:**

Associate Commissioner: **Date:**

Associate Commissioner: **Date:**

CITY OF INDEPENDENCE, MISSOURI
NOTICE OF AWARD
Ballistic Vests 377-15-1

Date: November 4, 2015 **Phone:** 913-390-8540

Vendor: 113137
911 Custom
6970 W 152nd Terr
Overland Park, KS 66223

Fax: 913-390-8543
E-Mail: sales@911custom.com
Contact: Mike Krauze
Title: Sales Consultant

Price Agreement Period: **11/03/2015 — 10/31/2016**

Renewal Options: Two, one-year options remain.

Status of Certificates: *Please remember to keep your certificates current*
Insurance Valid through March 1, 2016
Occupation License N/A

Special Conditions:
The City of Independence, Missouri, does hereby accept your bid dated October 02, 2015, to furnish the materials, equipment or services as specified herein.

1. This price agreement contains a Cooperative Clause, which allows use by other governmental agencies.

Tom Conrow

Tom Conrow, Procurement Specialist, (816) 325-7092

Russell M. Pankey 2015.11.05 08:37:51 -06'00'

Russell M. Pankey, Purchasing Manager
Purchasing Division, Finance Department

Using Departments: **Police**
Cooperative
File

CITY OF INDEPENDENCE, MISSOURI
NOTICE OF AWARD
Ballistic Vests 377-15-1

1.4 - KDH-VLT-103-IIIA - VLT-103-IIIA Male Navy Carrier

Brand	KDH	Unit Price	Qty.	Total
Reference #		$719.00	1	$719.00

1.5 - KDH-VLTF-103-IIIA - VLT-103-IIIA Female Navy Carrier

Brand	KDH	Unit Price	Qty.	Total
Reference #		$719.00	1	$719.00

1.6 - KDH Fearless Carrier

Brand	KDH	Unit Price	Qty.	Total
Reference #		$60.00	1	$60.00

1.7 - KDH-Valor/KDH-LAPD Carrier

Brand	KDH	Unit Price	Qty.	Total
Reference #		$60.00	1	$60.00

1.8 - KDH Speed Plate - 6x8

Brand	KDH	Unit Price	Qty.	Total
Reference #		$60.00	1	$60.00

1.9 - KDH-VLT-103-IIIA - VLT-103-IIIA ballistic panels only

Brand	KDH	Unit Price	Qty.	Total
Reference #		$659.00	1	$659.00

2.4 - KDH-VLT-103-IIIA - VLT-103-IIIA Male Navy Carrier

Brand	KDH	Unit Price	Qty.	Total
Reference #		$719.00	1	$719.00

2.5 - KDH-VLTF-103-IIIA - VLT-103-IIIA Female Navy Carrier

Brand	KDH	Unit Price	Qty.	Total
Reference #		$719.00	1	$719.00

2.6 - KDH Fearless Carrier

Brand	KDH	Unit Price	Qty.	Total
Reference #		$60.00	1	$60.00

2.7 - KDH-Valor/KDH-LAPD Carrier

Brand	KDH	Unit Price	Qty.	Total
Reference #		$60.00	1	$60.00

2.8 - KDH Speed Plate - 6x8

Brand	KDH	Unit Price	Qty.	Total
Reference #		$60.00	1	$60.00

2.9 - KDH-VLT-103-IIIA - VLT-103-IIIA ballistic panels only

Brand	KDH	Unit Price	Qty.	Total
Reference #		$659.00	1	$659.00

3.4 - KDH-VLT-103-IIIA - VLT-103-IIIA Male Navy Carrier

Brand	KDH	Unit Price	Qty.	Total
Reference #		$719.00	1	$719.00

3.5 - KDH-VLTF-103-IIIA - VLT-103-IIIA Female Navy Carrier

Brand	KDH	Unit Price	Qty.	Total
Reference #		$719.00	1	$719.00

CITY OF INDEPENDENCE, MISSOURI
NOTICE OF AWARD
Ballistic Vests 377-15-1

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