

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

DIVISION OF COMMUNITY AND PUBLIC HEALTH

Center for Local Public Health Services

Maternal Child Health Services Program

Scope of Work

for the

Maternal Child Health Services Contract

Federal Fiscal Year 2012 through 2014

Effective Dates: October 1, 2011 to September 30, 2014

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Scope of Work for the Maternal Child Health Services Contract

Federal Fiscal Year 2012 through 2014

Contract Period: October 1, 2011 to September 30, 2014

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Scope of Work for the Maternal Child Health Services Contract

Federal Fiscal Year (FFY) 2012 through 2014

Contract Period: October 1, 2011 to September 30, 2014

1.0 Purpose:

To support a leadership role for local public health agencies within coalitions and partnerships at the local level to build Maternal Child Health (MCH) systems and expand the resources those systems can use to respond to priority health issues.

2.0 Eligibility and Proposal:

- 2.1 Any Missouri local public health agency (LPHA) is eligible to participate in the MCH Services Contract during FFY 2012-2014 after completion and approval of a proposal.
- 2.2 No proposal may cover an area smaller than a county in size with the exception of Joplin, Independence, Springfield, Kansas City, and St. Louis City.
- 2.3 Joint submission of a proposal is allowable for this contract. Refer to the Glossary for the MCH Services Contract for a definition on joint submission of a proposal or as reference for clarification of terminology used within the scope of work and guidance for the contract. The glossary is posted on the Center for Local Public Health Services web page at http://dhssnet/LPHS/lpha_info.htm and is incorporated by reference as if fully set forth herein.
- 2.4 For eligibility to contract, the proposal must be submitted for approval to the Department of Health and Senior Services (Department / State Agency / MCH Services Program), no later than April 29, 2011.
- 2.5 The proposal must include the following requirements:
 - 2.5.1 The proposal shall be completed in accordance with the Proposal Guidance for the MCH Services Contract. The proposal guidance is posted on the Center for Local Public Health Services web page at http://dhssnet/LPHS/lpha_info.htm and is incorporated by reference as if fully set forth herein. The proposal shall be for the three-year contract period of October 1, 2011 through September 30, 2014.
 - 2.5.2 The proposal shall be based on the priority health issue selected by the LPHA, shall utilize the Spectrum of Prevention Model, and shall show progressive growth toward an improved coordinated system

and be based on interventions that are evidence-based, field-tested, or validated by expert opinion.

- 2.5.3 The two main components of the proposal are the cover page and the work plan. The work plan component of the proposal shall be submitted to the MCH Services Program for approval on the program provided template. The template for the MCH Services Contract Work Plan, is available on the Center for Local Public Health Services web page at http://dhssnet/LPHS/lpha_info.htm and is incorporated by reference as if fully set forth herein. The proposal shall be submitted electronically via e-mail attachment to the assigned MCH Services Program District Nurse Consultant (DNC).
- 2.5.4 The MCH Services Program DNC will review, provide technical assistance on the content, approve the proposal, and forward to the MCH Services Program Manager and Health Program Representative.
- 2.5.5 Contracts will be awarded following proposal approval by the MCH Services Program. The Department reserves the right to clarify or verify any component of the proposed three-year work plan. Upon establishment of a contract, the contracting agency/agencies will be hereinafter referred to as Contractor, LPHA Contractor, or Contracting Agency.

3.0 Deliverables:

- 3.1 The Contractor shall execute the approved proposal documents (including cover page, work plan, etc.) addressing **one** of the following priority health issues derived from the State's Maternal and Child Health Title V Block Grant priorities. The Contractor's approved proposal documents are attached to the scope of work as Proposal Documents for the MCH Services Contract incorporated by reference as if fully set forth herein.
 - 3.1.1 Prevent and reduce obesity among children, adolescents, and women
 - 3.1.2 Prevent and reduce smoking among adolescents and women
 - 3.1.3 Prevent and reduce intentional and unintentional injuries among infants, children, adolescents, and women
 - 3.1.4 Prevent and reduce adverse birth outcomes
- 3.2 The Contractor shall work with the local community to maintain, develop and enhance a system to address the priority health issue identified in the approved work plan.

- 3.3 The Contractor should address risk and protective factors that influence health disparities within families and communities through the Life Course Perspective.
- 3.4 The Contractor shall demonstrate progressive yearly growth toward the third year system outcomes specified in the approved work plan.
- 3.5 The Contractor shall meet system outcomes by September 30, 2014 as specified in the approved work plan.

4.0 Reports:

- 4.1 The Contractor shall submit reports using the forms and/or formats specified by the Department. Reports shall be submitted to the MCH Services DNC, MCH Services Program Manager and the MCH Services Health Program Representative via e-mail attachment.
 - 4.1.1 The Contractor shall complete and submit the Progress Report no later than February 15th of each year. The Progress Report is located at the Center for Local Public Health Services web page at http://dhssnet/LPHS/lpha_info.htm and is incorporated by reference as if fully set forth herein. The Progress Report shall include the following:
 - 4.1.1.1 Progress toward the system outcomes set forth in the approved work plan
 - 4.1.1.2 Summary of activities demonstrating progress toward system outcomes
 - 4.1.1.3 Compliance with the contract funding and special provisions
 - 4.1.2 The Contractor shall complete and submit the Year-End Report no later than October 31 in the first and second years. The Year End Report is located at the Center for Local Public Health Services web page at http://dhssnet/LPHS/lpha_info.htm and is incorporated by reference as if fully set forth herein. The Year End Report shall include the following:
 - 4.1.2.1 Progress toward the system outcomes set forth in the approved work plan
 - 4.1.2.2 Summary of activities demonstrating progress toward system outcomes
 - 4.1.2.3 Description of challenges/barriers in completing activities

- 4.1.2.4 Describe evidence-based or promising practices and strategies implemented to address the selected priority health issue
- 4.1.2.5 Annual financial report on use of contract funding to address the selected priority health issue and, as applicable, the use of contract funding to address other maternal and child health issues
- 4.1.2.6 Compliance with the contract funding and special provisions
- 4.1.2.7 Local match funding amounts on health activities for the maternal and child health population
- 4.1.3 The Contractor shall complete and submit the Contract Outcome Report no later than October 31, 2014 in the third year. The Contract Outcome Report is located at the Center for Local Public Health Services web page at http://dhssnet/LPHS/lpha_info.htm and is incorporated by reference as if fully set forth herein. The Contract Outcome Report shall include the following:
 - 4.1.3.1 Progress toward the system outcomes set forth in the approved work plan
 - 4.1.3.2 Summary of activities demonstrating progress toward system outcomes
 - 4.1.3.3 Description of challenges/barriers in meeting system outcomes
 - 4.1.3.4 Provide a summary of evidence-based or promising practices implemented to address the selected priority health issue
 - 4.1.3.5 Description of what has changed in the community as a result of efforts addressing the selected priority health issue
 - 4.1.3.6 Annual financial report on use of contract funding to address the selected priority health issue and, as applicable, the use of contract funding to address other maternal and child health issues
 - 4.1.3.7 Compliance with the contract funding and special provisions

4.1.3.8 Local match funding amounts on health activities for the maternal and child health population

4.2 The Department reserves the right to make changes on any Department supplied contract reporting forms and formats without the need for a contract amendment. The Department will notify the Contractor of all reporting form changes and provide the Contractor with the new forms.

5.0 Monitoring and Evaluation:

5.1 The Department reserves the right to monitor the Contractor through on-site visits during the contract period at a minimum of once a year to ensure contractual compliance. The focus of the on-site visit is consultation and technical assistance to assist the Contractor in acquiring the resources and expertise necessary to address the selected priority health issue.

5.1.1 The on-site visit will include:

5.1.1.1 Monitoring the Contractor's compliance with terms of the contract

5.1.1.2 Verifying the Contractor's progress toward meeting the system outcomes in the approved work plan

5.1.1.3 Assessing local capacity to support the MCH Ten Essential Services

5.2 The Department reserves the right to conduct desk monitoring of the contract through reviews on required reporting submitted during the contract period to ensure contractual compliance.

5.3 The Contractor will be evaluated on the extent of progress toward system outcomes.

5.4 The Department reserves the right to request corrective action if satisfactory effort is not being made each year toward progress on the approved work plan. The Contractor will receive written notification of such corrective action plan requests.

5.5 The Department reserves the right to request an audit performed in accordance with generally accepted auditing standards at the expense of the Contractor at any time contract monitoring reveals such an audit is warranted.

6.0 Invoicing and Payment:

6.1 The Contractor shall submit to the Department, uniquely identifiable invoices for payment processing using the Vendor Request for Payment form. The Vendor Request for Payment form shall be submitted by the 15th of the month following the month in which services were provided. The Vendor Request for Payment form is available at the Center for Local Public Health Services web page at http://dhssnet/LPHS/lpha_info.htm and is incorporated by reference as if fully set forth herein. Such invoices shall not be submitted before the last day of the month in which services were provided.

6.1.1 The Contractor shall indicate the invoice number for each invoice submitted to the Department for payment in the following format: MCHmmyy. For example, an invoice submitted to the Department for the month of October 2012 should have the following invoice number: MCH1012.

6.1.2 All invoices shall be submitted via postal mail, fax, or electronically as an attachment to an e-mail as follows:

Postal mail:

Missouri Department of Health and Senior Services
Center for Local Public Health Services
MCH Services Program
P.O. Box 570
Jefferson City, MO 65102-0570

Fax:

(573) 751-5350:
ATTN: Center for Local Public Health Services
MCH Services Program

Electronically:

Submitted by attachment to an e-mail, including a legal electronic signature of authorization to the MCH Services Program's Senior Office Support Assistant contact.

6.2 The Contractor shall be paid the total contract amount for each federal fiscal year in equal monthly payments upon receipt and approval of monthly invoices.

6.3 Failure by the Contractor to make a satisfactory effort to meet any contract deliverable may result in withholding one or more contract payments or placing a moratorium on such a contract until the Contractor takes corrective action.

- 6.4 The Department may return all or part of any payments withheld upon receipt of an approved plan of corrective action that outlines steps for meeting contract deliverables, and based upon plan feasibility and/or effectiveness in implementation. The Contractor shall submit such plan within 30 days of notification that a contract deliverable(s) is not met.
- 6.5 If the Contractor has not already submitted a properly completed State Vendor Automated Clearing House Electronic Funds Transfer (ACH/EFT) Application for deposit into a bank account of the Contractor, such Application shall be completed and submitted per this section, as the Department will make payments to the Contractor through Electronic Funds Transfer. Payment will be delayed until the ACH/EFT application is completed and approved.
- 6.5.1 A copy of State Vendor ACH/EFT Application and completion instructions may be obtained from the Internet at:
<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>.
- 6.5.2 The Contractor must fax the ACH/EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

7.0 Funding Provisions:

- 7.1 Funding for this contract is provided by federal grant dollars from the Maternal and Child Health Services Title V Block Grant issued to the State of Missouri from the United States (U.S.) Health Resources and Services Administration (HRSA) and the U.S. Department of Health and Human Services (HHS).
- 7.2 Funding for this contract is awarded annually for a one year funding period only. The two subsequent years will be based on the availability of funds by the Maternal and Child Health Services Title V Block Grant. Funding for the subsequent years will be awarded via a contract amendment and will be restricted to that funding period only.
- 7.3 Funding for this contract shall be expended during the applicable contract year.
- 7.4 Funding for this contract shall be used to expand or enhance activities that improve the health of the maternal and child health population, and to address local maternal and child health issues.
- 7.5 Funding for this contract shall not be used for cash payments to intended recipients of maternal and child health services or for purchase of land, buildings, or major medical equipment.

- 7.6 Funding for this contract shall not be expended for the purpose of performing, assisting, or encouraging abortion, and none of these funds shall be expended to directly, or indirectly, subsidize abortion services.
- 7.7 Funding for this contract shall not be expended for the purpose of providing comprehensive family planning services.
- 7.8 A minimum of 30% of the Contractor's efforts should be directed toward children with special health care needs pursuant to Maternal and Child Health Services Title V Block Grant requirements.
- 7.9 Individuals with income falling below one hundred percent (100%) of the federal poverty guidelines shall not be charged for services under this contract. Poverty Guidelines are published annually by the U.S. HHS.
- 7.10 The Contractor agrees that funds provided by the Department shall not be used in any manner to replace or supplant state or federal funds for any service included in this contract. No contract provisions preclude the Contractor from being a Medicaid provider. Contractors shall not use contract funding for services reimbursed under Medicaid. For payments under this contract, the Department shall be viewed as the payer of last resort.

8.0 Amendments

- 8.1 The Contractor's selected priority health issue shall remain unchanged during the duration of this contract.
- 8.2 The Contractor may request to amend the work plan or system outcome(s). The proposed amendment request is to be submitted via e-mail to the Contractor's assigned MCH Services DNC.
- 8.3 The Contractor shall submit proposed amendment requests prior to March 31st of each year.
- 8.4 The Contractor's proposed amendment request shall include the following:
 - 8.4.1 An amendment request letter including the reason(s) for the proposed change(s) and an effective date for this change to begin. This request shall be submitted on dated agency letterhead, and include an original or legal electronic signature of authorization.
 - 8.4.2 An attached revised work plan using the template for the Maternal Child Health Services Contract Work Plan. The template is available on the Center for Local Public Health Services web page at http://dhssnet/LPHS/lpha_info.htm and is incorporated by

reference as if fully set forth herein. The Revision Date section, on the template, shall be completed.

- 8.5 The MCH Services Program will review, provide technical assistance and consultation, and request any clarification or changes to the proposed amendment request.
- 8.6 The Contractor's amendment request may be approved, modified, or rejected by the Department.
- 8.7 The Department reserves the right to clarify, amend, modify, or verify any component of the contract at any time within the contract period.

9.0 Special Provisions:

- 9.1 Administrative costs billed to the Department shall not exceed 8% of the direct contract costs billed and is included in (not in addition to) the total contract award. Administrative costs are those associated with the management and oversight of an organization's activities. The Contractor is not required to submit supporting documentation to the Department.
- 9.3 The Contractor shall follow competitive procurement practices assuring all purchases are at reasonable prices.
- 9.4 The Contractor may subcontract for the provision of services as described in this contract, provided that any subcontract 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 assure and maintain documentation that any and all subcontractors comply with all requirements of this contract. The Contractor shall agree and understand 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.
 - 9.4.1 Pursuant to subsection 1 of section 285.530, RSMo no Contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within

the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general Contractor or subcontractor of any tier shall not be liable when such Contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the Contractor and subcontractor affirmatively states that

- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
- b. shall not henceforth be in such violation and
- c. the Contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

9.4.2 The Contractor shall be responsible for assuring that all personnel including those of 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; and documentation of such licensure or certification shall be made available upon request.

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

9.5 If the Contractor has proposed the use of a certified Minority Owned Business Enterprise (MBE) and/or a Women Owned Business Enterprise (WBE) as subcontractor(s), the Contractor shall prepare and submit to the Department on a quarterly basis a report detailing all subcontracting expenditures to MBEs and WBEs. The report must include MBE/WBE subcontracting expenditures for the reporting period and for the fiscal year to date.

9.6 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/statutes/C200-299/2850000525.HTM>), 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. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

9.7 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:

- (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
- (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
- (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.

9.7.1 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.

10.0 Business Associate Provisions:

10.1 Health Insurance Portability and Accountability Act of 1996, as amended. The state agency and contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms

defined in 45 CFR parts 160 and 164, and 42 U.S.C. §§ 17921 *et seq.* including, but not limited to the following:

- (1) “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
- (2) “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
- (3) “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
- (4) “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
- (5) “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
- (6) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (7) “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity [state agency] in its role as employer.
- (8) “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
- (9) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
- (10) “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a

technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein.
- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder).

10.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

10.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or

as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - (1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - (2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - (3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health

Information in accordance with 42 USCA § 17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.

- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming

- aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
 - l. The contractor's reports required in the preceding paragraphs, shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - i.) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - ii.) The electronic address of any individual who has specified a preference of contact by electronic mail;
 - iii.) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - iv.) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information;
 - v.) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident;
 - m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.
 - n. Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

10.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

10.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain

instructions from the state agency for either the return or destruction of the Protected Health Information.

- 10.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

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.

<p><u>BOX A:</u> To be completed by a non-business entity as defined below.</p> <p><u>BOX B:</u> 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/xprevprot/programs/gc_1185221678150.shtm.</p> <p><u>BOX C:</u> 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.</p>

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 utilizes 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 Maternal Child Health Services Contract (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri 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 the following. The contractor should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/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 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

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative’s
Name (Please Print)

Authorized Business Entity
Representative’s Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

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