

**Maternal Child Health Services  
(Contractor)  
Scope of Work**

**1. GENERAL**

- 1.1 The contract amount shall not exceed \$X for the period of October 1, 2015 through September 30, 2016.
- 1.2 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.
- 1.3 The contracting local public health agency (LPHA) will hereinafter be referred to as Contractor or LPHA Contractor.
- 1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Maternal Child Health Services  
Program Contact: Martha Smith  
Address: 920 Wildwood Dr, Jefferson City, MO 65102  
Phone: 573-522-2731  
Email: Martha.Smith@health.mo.gov

- 1.5 This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under the grant number, title, and amount listed in the Contract Funding Source(s) enclosure provided with this contract and zero percentage is/was financed with nongovernmental sources. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.

**2. ELIGIBILITY AND PROPOSAL**

- 2.1 Any LPHA is eligible to participate in the MCH Services Contract after completion and approval of a proposal hereinafter referred to as the proposed work plan.
- 2.2 No proposed work plan 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 proposed work plan is allowable for this contract. Refer to the Glossary for the MCH Services Contract for a definition on joint submission of a proposed work plan 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://clphs.health.mo.gov/lphs/lphainfo.php> and is incorporated by reference as if fully set forth herein.
- 2.4 The proposed work plan must include the following requirements:
- 2.4.1 The proposed work plan shall be completed in accordance with the Proposal Guidance for the MCH Services Contract. The guidance is posted on the Center for Local Public Health Services web page at <http://clphs.health.mo.gov/lphs/lphainfo.php> and is incorporated by reference as if fully set forth herein. The proposed work plan shall be for the three-year period of October 1, 2014 through September 30, 2017.
- 2.4.2 The proposed work plan 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.
- 2.4.3 The work plan component 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://clphs.health.mo.gov/lphs/lphainfo.php> and is incorporated by reference as if fully set forth herein. The proposed work plan shall be submitted electronically via e-mail attachment to the assigned MCH Services Program District Nurse Consultant (DNC).
- 2.4.4 The MCH Services Program DNC will review, provide technical assistance on the content, approve the proposed work plan, and forward to the MCH Services Program Manager and Health Program Representative.
- 2.4.5 Contracts will be awarded following proposed work plan approval by the MCH Services Program. The Department reserves the right to clarify or verify any component of the proposed three-year work plan.

### **3. PURPOSE**

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

### **4. DEFINITIONS**

Refer to the Glossary for the Maternal Child Health (MCH) Services Contract as reference for clarification of terminology used within the scope of work for the contract. The glossary is posted on the Center for Local Public Health Services web page at <http://clphs.health.mo.gov/lphs/lphainfo.php> and is incorporated by reference as if fully set forth herein.

## **5. DELIVERABLES AND OUTCOMES**

5.1 The Contractor shall address **one** of the following priority health issues derived from the state's Maternal and Child Health Title V Block Grant priorities. The Contractor's Selected Priority Health Issue is identified in the MCH Services Contract Work Plan hereinafter referred to as the approved work plan, attached hereto as Attachment D and incorporated by reference as if fully set forth herein.

5.1.1 Prevent and reduce obesity among children, adolescents, and women

5.1.2 Prevent and reduce tobacco use and secondhand smoke exposure among infants, children, adolescents, and women

5.1.3 Prevent and reduce intentional and/or unintentional injuries among infants, children, adolescents, and women

5.1.4 Prevent and reduce adverse birth outcomes

5.2 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.

5.3 The Contractor should address risk and protective factors that influence health disparities within families and communities through the Life Course Perspective.

5.4 The Contractor shall demonstrate progressive yearly growth toward the third-year system outcomes specified in the approved work plan.

5.5 The Contractor shall meet the system outcomes by the end of the third contract period.

## **6. REPORTS**

6.1 The Contractor shall submit reports using the forms and/or formats specified by the Department. Reports shall be submitted to the MCH Services DNC via e-mail attachment.

6.1.1 The Contractor shall complete and submit the Progress Report no later than February 15th of each contract period. The Progress Report is located on the Center for Local Public Health Services web page at <http://clphs.health.mo.gov/lphs/lphainfo.php> and is

incorporated by reference as if fully set forth herein. The Progress Report shall include the following:

- a) Progress toward the system outcomes set forth in the approved work plan
- b) Summary of activities demonstrating progress toward system outcomes

6.1.2 The Contractor shall complete and submit the Year-End Report no later than October 31<sup>st</sup> in the first and second contract periods. The Year-End Report is located on the Center for Local Public Health Services web page at <http://clphs.health.mo.gov/lphs/lphainfo.php> and is incorporated by reference as if fully set forth herein. The Year-End Report shall include the following:

- a) Progress toward the system outcomes set forth in the approved work plan
- b) Summary of activities demonstrating progress toward system outcomes
- c) Description of challenges/barriers in completing activities
- d) 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
- e) Compliance with the contract funding and general contract provisions
- f) Local match funding amounts on health activities for the maternal and child health population, or an entry to indicate decision not to report
- g) Tangible personal property documenting any equipment purchased with MCH contract funding, defined as any single item that has a useful life of more than one year and has a purchase price that exceeds \$5,000

6.1.3 The Contractor shall complete and submit the Contract Outcome Report at the end of the third contract period. The Contract Outcome Report is located on the Center for Local Public Health Services web page at <http://clphs.health.mo.gov/lphs/lpha info.php> and is incorporated by reference as if fully set forth herein. The Contract Outcome Report shall include the following:

- a) System outcomes set forth in the approved work plan have been met or not met
- b) For any outcome marked “NOT MET” explanation of the barriers or extenuating circumstances that prevented the outcome from being met
- c) Summary of activities demonstrating progress toward system outcomes
- d) Describe challenges and/or barriers for each activity not completed

- e) Description of what has changed in the community as a result of efforts addressing the selected priority health issue
- f) 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
- g) Compliance with the contract funding and general contract provisions
- h) Local match funding amounts on health activities for the maternal and child health population, or an entry to indicate decision not to report
- i) Tangible personal property documenting any equipment purchased with MCH contract funding, defined as any single item that has a useful life of more than one year and has a purchase price that exceeds \$5,000

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

6.3 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.

## **7. BUDGET AND ALLOWABLE COSTS**

7.1 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 E, which is attached hereto and incorporated by reference as if fully set forth herein.

7.2 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.

7.3 Indirect costs

- 7.3.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
- 7.3.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.68.
- a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward and subcontract in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
- 7.3.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 7.4 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.
- 7.5 The Contractor shall follow competitive procurement practices assuring all purchases are at reasonable prices.
- 7.6 Funding Provisions
- 7.6.1 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).
- 7.6.2 Funding for this contract is awarded annually for a one-year funding period only. The two subsequent contract periods will be based on the availability of funds by the Maternal and Child Health Services Title V Block Grant. Funding for the subsequent contract periods will be awarded via a contract renewal and will be restricted to that funding period only.
- 7.6.3 Funding for this contract shall be expended during the applicable contract period.

- 7.6.4 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.
- 7.6.5 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.
- 7.6.6 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.
- 7.6.7 Funding for this contract shall not be expended for the purpose of providing comprehensive family planning services.
- 7.6.8 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.
- 7.6.9 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.
- 7.6.10 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. INVOICING AND PAYMENT**

- 8.1 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.
  - 8.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

- 8.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 8.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice. The Vendor Request for Payment form shall be submitted by the 15<sup>th</sup> of the month following the month in which services were provided.
- 8.3 The Contractor shall utilize the Department provided on-line Missouri Public Health Invoicing and Reporting System (MOPHIRS) when available, for submission of the DH-38 located at <https://webapp01.dhss.mo.gov/mophirs/Home.aspx> and is incorporated by reference as if fully set forth herein.
- 8.4 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.
- 8.5 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 shall have the right to contest any such exception by any legal procedure the Contractor deems appropriate. 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.
- 8.6 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.
- 8.6.1 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.
- 8.6.2 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.
- 8.7 If the Contractor receives an overpayment by the Department, 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

- 8.8 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>.

## **9. AMENDMENTS**

- 9.1 Any changes to this contract shall only be made by execution of a written amendment signed and approved by the Department.
- 9.2 The Contractor's selected priority health issue shall remain unchanged during the duration of the work plan.
- 9.3 The Contractor may request to amend work plan activities and/or system outcome(s). The proposed amendment request is to be submitted via e-mail to the Contractor's assigned MCH Services DNC, available on the Center for Local Public Health Services web page at <http://clphs.health.mo.gov/lphs/lpha info.php>.
- 9.4 The Contractor shall submit proposed amendment requests prior to March 31st of each contract period.
- 9.5 The Contractor's proposed amendment request shall include the following:
- 9.5.1 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.
- 9.5.2 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://clphs.health.mo.gov/lphs/lpha info.php> and is incorporated by reference as if fully set forth herein. The Revision Date section on the template shall be completed.
- 9.6 The MCH Services Program will review, provide technical assistance and consultation, and request any clarification or changes to the proposed amendment request.

9.7 The Contractor's amendment request may be approved, modified, or rejected by the Department.

9.8 The Department reserves the right to clarify, amend, modify, or verify any component of the contract at any time within the contract period.

## **10. RENEWALS**

10.1 The Department shall have the right, at its sole option, based upon available funding and Contractor performance during the prior contract period, to renew the contract for two (2) additional one-year periods. In the event the option is exercised, all terms and conditions, requirements and specifications of this contract shall remain the same and apply during the renewal period.

## **11. MONITORING**

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

11.2 Contractors deemed high-risk by the Department may have special conditions or restrictions imposed, 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. Special conditions or restrictions can be imposed at the time of the contract award or at any time after the contract award. Written notification will be provided to the Contractor prior to the effective date of the high-risk status.

11.3 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.

11.3.1 The on-site visit will include:

- a) Monitoring the Contractor's compliance with terms of the contract
- b) Verifying the Contractor's progress toward meeting the system outcomes in the approved work plan
- c) Assessing local capacity to support the MCH Ten Essential Services

- 11.3.2 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.
- 11.4 The Contractor will be evaluated on the extent of progress toward system outcomes.
- 11.5 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.
- 11.6 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.

## **12. DOCUMENT RETENTION**

- 12.1 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.
- 12.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 12.3 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.
- 12.4 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.
- 12.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

## **13. CONFIDENTIALITY**

- 13.1 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.

13.2 The Contractor shall comply with provisions of Attachment E, as attached hereto and incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

#### **14. LIABILITY**

14.1 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.

14.2 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.

#### **15. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS**

15.1 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.

15.2 The Contractor shall include the below language when issuing statements, press releases, requests for proposals, bid solicitations, and other Health Resources and Services Administration (HRSA) supported publications and forums describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA-supported publications include, but are not limited to manuals, toolkits, resource guides, case studies and issues briefs.

15.2.1 This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (*specify grant number, title, subaward amount and percentage financed with nongovernmental sources*). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.

15.3 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.

## **16. AUTHORIZED PERSONNEL**

16.1 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.

16.2 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.

- 16.3 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/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 as attached hereto and 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.
- 16.4 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:
- 16.4.1 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
- 16.4.2 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
- 16.4.3 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.
- 16.5 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.

## **17. TERMINATION**

- 17.1 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:
- 17.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
  - 17.1.2 A change in federal or state law relevant to this contract occurs; or
  - 17.1.3 A material change of the parties to the contract occurs; or
  - 17.1.4 By request of the Contractor.
- 17.2 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:
- 17.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
  - 17.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 17.3 In the event of termination, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department. 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.

## **18. SUBCONTRACTING**

- 18.1 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.

- 18.2 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:
- 18.2.1 The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 18.2.2 The Contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 18.3 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.
- 18.4 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.