

Maternal Child Health Services
(Contractor Name Here)

1. GENERAL

- 1.1 The contract amount shall not exceed \$X for the period of October 1, 2022 through September 30, 2023.
- 1.2 To the extent that this contract involves the use, in whole or in part, of 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.
- 1.3 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. 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.
- 1.4 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.
- 1.5 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.5.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 1.5.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.5.3 Taxes (e.g., city/county/state/federal)
 - 1.5.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.5.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.5.6 Insurance (e.g., worker's compensation/unemployment compensation)

1.6 The contracting local public health agency (LPHA) will hereinafter be referred to as Contractor or LPHA.

1.7 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: Sara Gorman

Address: 920 Wildwood, Jefferson City Mo 65109

Phone: 573-522-2731

Email: Sara.Gorman@health.mo.gov

2. ELIGIBILITY

2.1 Any LPHA is eligible to participate in the Maternal Child Health (MCH) Services Contract after completion and approval of a proposal hereinafter referred to as the FFY2022-2026 contract work plan, attached hereto as Attachment C and incorporated by reference as if fully set forth herein, and completion and approval of an annual contract budget.

2.2 No FFY2022-2026 contract work plan may cover an area smaller than a county in size with the exception of Joplin, Springfield, Kansas City, St. Louis City and Independence.

2.3 Joint submission of a FFY2022-2026 contract work plan is allowable for this contract. Refer to the Glossary for the MCH Services Contract for a definition on joint submission of a 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 FFY2022-2026 contract work plan shall be for the five-year period of October 1, 2021 through September 30, 2026.

2.5 The FFY2022-2026 contract work plan must include the following requirements:

2.5.1 Identification of the Selected Priority Health Issue(s) and targeted national, state, and/or local outcome measure(s);

2.5.2 A Statement of the Problem, including: statistical data to illustrate the scope of the priority health issue in the community, potential root causes and/or other community elements that may contribute to the problem, a discussion of social determinants of health and health inequities in the community, a discussion of existing strengths/weaknesses/gaps in access to care, the unique characteristics of the

populations (i.e. income/employment status, geographic location, gender, age, education attainment, and race/ethnicity, etc.), and anecdotal or descriptive elements that give a sense of the story behind the data;

- 2.5.3 Goals for addressing the stated problem (based on the targeted national, state, and/or local outcome measure(s));
- 2.5.4 Evidence-based strategies that will be used to address the problem;
- 2.5.5 System Outcome(s) and Activities at each of the six levels of the Spectrum of Prevention Model as follows:
 - a. System Outcome(s): The outcomes of the work plan shall reflect the anticipated changes in the community system after five years of effort. Outcome statements shall include evidence of accomplishment and/or an expected level of change. The outcome should be the measure that indicates the Activities in the work plan have been effective. Each System Outcome shall be defined in measurable terms. Each level of the Spectrum of Prevention shall include at least one System Outcome.
 - b. Activities: The Contractor shall identify activities at each level of the spectrum for each year of the work plan that lead to the System Outcome(s). Planned activities should demonstrate progressive growth toward each level's System Outcome for an improved coordinated system, and be based on strategies that are evidence-based, field-tested, or validated by expert opinion. A multifaceted range of activities should progress toward the outcomes to address the priority health issue over each year.
- 2.5.6 Identification of risk and protective factors that influence health disparities within families and the community through the Life Course Perspective;
- 2.5.7 Strategies to address the identified health inequities; and
- 2.5.8 Strategies to address existing weaknesses/gaps in access to care.
- 2.6 The annual contract budget must enumerate all expected expenditures for implementation of the work plan and all expected expenditures for expanding and enhancing other specific MCH initiatives/activities.
- 2.7 Contracts will be awarded following FFY2022-2026 contract work plan and annual contract budget approval by the MCH Services Program. The Department reserves the right to clarify or verify any component of the five-year work plan or annual contract budget.

3. PURPOSE

- 3.1 To support a leadership role for LPHAs at the local level to: build community-based systems and expand the resources those systems can use to respond to priority maternal child health issues; provide and assure mothers and children (in particular those with low income or with limited availability of health services) access to quality MCH services; reduce health disparities for women, infants, and children, including those with special health care needs; promote the health of mothers and infants by assuring prenatal, delivery, and postpartum care for low income, at-risk pregnant women; and promote the health of children by providing preventive and primary care services for low income children.
- 3.2 The Contractor's efforts to fulfill the purpose of the MCH Services contract will include activities and services that address the needs of children and youth with special health care needs (CYSHCN).

4. DEFINITIONS

- 4.1 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>.

5. DELIVERABLES AND OUTCOMES

- 5.1 The Contractor shall address at least one priority health issue(s) derived from the state's Title V Maternal and Child Health Services Block Grant priorities. The Contractor's selected Priority Health Issue(s) shall be identified in the FFY2022-2026 contract work plan.
- 5.2 The Contractor shall work with the local community to maintain, develop, and enhance a community-based system to address the priority maternal child health issue(s) identified in the FFY2022-2026 contract work plan.
- 5.3 The Contractor shall address risk and protective factors that influence health disparities within families and communities through the Life Course Perspective.
- 5.4 The Contractor shall develop a proposed budget for the next contract period for using contract funds to accomplish the proposed work plan. The proposed annual contract budget shall be submitted no later than July 31st via an electronic e-mail attachment.
- 5.5 The Contractor shall identify, track and monitor targeted national, state, and local outcome measure(s) and any additional performance indicator data/measures and analyze FFY2022-2026 contract work plan performance trends.

5.6 If the Contractor desires to make changes to the approved FFY2022-2026 contract work plan or the annual contract budget before the end of the contract year, the Contractor shall submit the proposed revised FFY2022-2026 contract work plan or proposed revised annual contract budget to the MCH Services Program via an electronic email attachment.

6. REPORTS

6.1 The Contractor shall submit reports using the forms and/or formats provided by the MCH Services Program when available. Reports shall be submitted to the MCH Services Program District Nurse Consultant (DNC) via an electronic email attachment.

6.2 The Contractor shall complete and submit the Progress Report no later than February 15th of each contract period. The Progress Report shall include the following for each level of the Spectrum of Prevention:

- a. Descriptive summary of progress toward completing planned activity(s), demonstrating progress toward system outcomes.
- b. Assessment of progress toward achieving the system outcomes.
- c. Listing of achievements to support assessed level of progress toward achieving the system outcomes.

6.3 The Contractor shall complete and submit the Year-End Report no later than October 31st in the first, second, third, and fourth contract periods. The Year-End Report shall include the following:

6.3.1 Descriptive summary of progress toward completing planned activity(s), demonstrating progress toward system outcomes for each level of the Spectrum of Prevention.

6.3.2 Assessment of progress toward achieving the system outcomes for each level of the Spectrum of Prevention.

6.3.3 Listing of achievements to support assessed level of progress toward achieving the system outcomes for each level of the Spectrum of Prevention.

6.3.4 Updated evaluation component (included in annual work plan progress report form), identifying targeted outcome measure(s), evaluation questions, performance indicator measures, method(s) for tracking and monitoring progress, data sources(s), methods for analyzing performance trends, and any revisions from original evaluation plan, with justification for revisions.

6.3.5 Description of challenges/barriers in completing activities, meeting the contract deliverables, and fulfilling the purpose of the MCH Services contract as stated herein.

- 6.3.6 Annual financial report on the use of contract funding to address the selected priority health issue(s) and implement the FFY2022-2026 contract work plan and, as applicable, a detailed report of ALL other maternal and child health initiatives/activities supported with the use of contract funding.
- 6.3.7 Compliance with the contract funding and general contract provisions.
- 6.3.8 Local match funding amounts on health activities for the maternal and child health population, or an entry to indicate decision not to report.
- 6.3.9 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.
- 6.4 The Contractor shall complete and submit the Contract Outcomes Report no later than October 31st of the fifth contract period. The Contract Outcomes Report shall include the following:
 - 6.4.1 System outcomes set forth in the approved work plan have been met or not met.
 - 6.4.2 For any outcome marked “NOT MET” explanation of the barriers or extenuating circumstances that prevented the outcome from being met.
 - 6.4.3 Summary of activities demonstrating progress toward system outcomes.
 - 6.4.4 Describe challenges and/or barriers for each activity not completed.
 - 6.4.5 Description of what has changed in the community as a result of efforts addressing the selected priority health issue.
 - 6.4.6 Completed evaluation plan that will be incorporated into the Contract Outcomes Report, identifying targeted outcome measure(s), evaluation questions, performance indicator measures, method(s) for tracking and monitoring progress, data sources(s), methods for analyzing performance trends, and conclusions.
 - 6.4.7 Annual financial report on use of contract funding to address the selected priority health issue(s) and, as applicable, the use of contract funding to address other maternal and child health issues.
 - 6.4.8 Compliance with the contract funding and general contract provisions.
 - 6.4.9 Local match funding amounts on health activities for the maternal and child health population, or an entry to indicate decision not to report.

- 6.4.10 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.
- 6.5 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 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.
- 6.6 The Contractor, at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require partner-level access to the Department's Missouri Public Health Information Management System (MOPHIMS). The Contractor shall perform verification and updates with the MOPHIMS Program Security Officer at Division of Community and Public Health, Bureau of Health Care Analysis and Data Dissemination.
- 6.7 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 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.
- 7.3 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 for approved expenditures 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.
- 7.4 Indirect costs

- 7.4.1 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 such things as utilities, rent, administrative salaries, financial staff salaries, building maintenance, and initial start-up and maintenance of electronic health record.
- 7.4.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.1.
- a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards 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 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.
- 7.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 7.5 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
- 7.6 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's internal policy, whichever is lower.
- 7.6.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
- 7.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
- 7.7 The Contractor shall follow competitive procurement practices.
- 7.8 The Department shall in all cases be utilized as "payor of last resort" which means that payment under this contract may be available only after the Contractor has demonstrated that all other payment sources, including but not limited to insurance coverage and/or government assistance programs, have been exhausted. Documentation of such shall be maintained in client files to be available for contract monitoring purposes.
- 7.9 Funding Provisions

- 7.9.1 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).
- 7.9.2 Funding for this contract is awarded annually for a one-year funding period only.
- 7.9.3 Funding for this contract shall be expended during the applicable contract period.
- 7.9.4 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.
- 7.9.5 Funding for this contract shall be expended as follows:
- a. A minimum of **60%** of contract funding **MUST** be spent on implementing the approved FFY2022-2026 contract work plan to address the selected priority health issue(s); and
 - b. A maximum of **40%** of contract funding may be spent to expand or enhance other specific MCH initiatives/activities that improve the health of the maternal and child health population and address local maternal and child health issues.
- 7.9.6 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.
- 7.9.7 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.
- 7.9.8 Funding for this contract shall not be expended for the purpose of providing inpatient services, purchasing food or entertainment, political purposes, or research or training at a public, for-profit entity.
- 7.9.9 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.
- 7.9.10 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.

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 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>.

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 Vendor Request for Payment form and the Invoicing Tool form, found at <http://clphs.health.mo.gov/lphs/lphainfo.php>. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

8.2.1 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 2021 should have the following invoice number: MCH1021.

8.3 The Contractor shall submit a Vendor Request for Payment Form and the Invoicing Tool for Calculating Indirect monthly. The Vendor Request for Payment Form and the Invoicing Tool for Calculating Indirect shall be due by the fifteenth (15th) day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

8.3.1 The Contractor shall submit the Vendor Request for Payment Form as follows:

Via email to:

mchservicesprogram@health.mo.gov

OR by mail to:

Missouri Department of Health and Senior Services
Division of Community and Public Health
Bureau of Community Health and Wellness
MCH Services Program
P.O. Box 570

Jefferson City, MO 65102-0570

OR by fax to:

573-751-9800

8.3.2 The Contractor shall submit the Invoicing Tool for Calculating Indirect as follows:

Via email to:

mchservicesprogram@health.mo.gov

8.4 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.

8.5 The Contractor shall submit the final invoice within fifteen (15) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

8.6 The Contractor shall maintain and submit upon request detailed supporting documentation for all expenditures submitted for reimbursement via contract invoices. The supporting documentation MUST clearly distinguish between expenditures for implementation of the work plan and expenditures for expanding and enhancing other specific MCH initiatives/activities, and the supporting documentation for expenditures for expanding and enhancing other specific MCH initiatives/activities must describe the specific purpose of the expenditure as it relates to the specific MCH initiative and/or activity.

8.7 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.

8.8 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.

8.9 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.

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

- 8.10.1 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

- 8.11 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://beta.sam.gov/>.
- 8.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

9. AMENDMENTS

- 9.1 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.
- 9.2 The Contractor’s selected priority health issue(s) shall remain unchanged during the duration of the work plan.
- 9.3 The Contractor may request to amend the current contract period’s annual contract budget and/or FFY2022-2026 contract work plan activities and/or system outcome(s).
- 9.4 If the Contractor desires to amend the annual contract budget, the proposed annual contract budget amendment request is to be submitted via an e-mail to the MCH Services Program Manager and shall include the following:
- 9.4.1 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.
- 9.4.2 An attached revised annual contract budget using the Maternal Child Health Services Contract Budget Worksheet.
- 9.5 If the Contractor desires to amend the current contract period FFY2022-2026 contract work plan, the proposed amendment request is to be submitted via an e-mail to the MCH Services Program DNC and 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 by request from the Regional District Nurse Consultant and is incorporated by reference as if fully set forth herein. The Revision Date section on the template shall be completed.
- 9.6 The Contractor shall submit proposed work plan amendment requests prior to March 31st of each contract period.
- 9.7 The Department will review, provide technical assistance and consultation, and request any clarification or changes to the Contractor's proposed amendment request.
- 9.8 The Contractor's proposed amendment request may be approved, modified, or rejected by the Department.
- 9.9 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 parties may renew the agreement for three (3) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

11. MONITORING

- 11.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 11.2 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.
- 11.3 The Department reserves the right to monitor the Contractor through on-site visits during the contract period at a minimum of once per 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 meet the contract deliverables and outcomes and implement the FFY 2022-2026 MCH Services contract work plan.

11.3.1 The on-site visit will include:

- a. Monitoring the Contractor's compliance with the terms of the contract;
- b. Verifying the Contractor's progress toward meeting the contract deliverables and outcomes and accomplishing the work plan activities and system outcomes;
- c. Monitoring the Contractor's evaluation component included in the progress report template, including the ongoing identification, tracking and monitoring of targeted national, state, and local outcome measure(s) and other performance indicator data/measures and analysis of FFY2022-2026 contract work plan performance trends; and
- d. Assessing local capacity to provide maternal, child and family foundational public health services.

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

11.5 The Contractor will be evaluated on history of compliance issues, years of experience with the contract, programmatic knowledge of key staff, reliability of submitted documents, contract deliverables and outcomes performance measures/goals, and rate of subrecipient spending on contract award.

11.6 The Department reserves the right to request corrective action if measurable progress is not being made toward meeting the contract deliverables and outcomes. The Contractor will receive written notification of such corrective action plan requests.

11.7 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 that 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 § 200.1. 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 use information from MOPHIMS for programmatic purposes and ensure that information is appropriately protected to ensure confidentiality.
- 13.3 The Contractor shall comply with provisions of Attachment F, which is attached hereto and is 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 Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 14.2 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.

- 14.3 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/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.

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, effective 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, 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.

18. SUBCONTRACTING

- 18.1 Any subaward and/or 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 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 subaward and/or 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 subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or 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, subawardee, and/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, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

- 18.2.1 The direct subawardee and/or 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, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 18.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or 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 subawardee(s) and/or 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.