

**STATE OF MISSOURI**

**DEPARTMENT OF HEALTH AND SENIOR SERVICES (Department)**

**REQUEST FOR APPLICATION (RFA)**

**RFA NO.: 2407 PROCUREMENT STAFF: Nathan Ridenhour**

**TITLE: Long-Term Care Rebalancing Opportunities PHONE NO.: (573) 751-6026**

**ISSUE DATE: March 12, 2024 E-MAIL:** **Nathan.Ridenhour@health.mo.gov**

**RETURN APPLICATION NO LATER THAN: April 17, 2024 AT 3:00 PM CENTRAL TIME**

**MAILING INSTRUCTIONS:** Print or type **RFA Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Sealed applications must be returned to 920 Wildwood Dr., Jefferson City, MO 65109 by the return date and time.

**RETURN APPLICATION TO:**

 **(U.S. Mail) (Courier Service)**

Department of Health and Senior Services **or** Department of Health and Senior Services

 Bureau of Procurement Services Bureau of Procurement Services

 P.O. Box 570 920 Wildwood Dr.

 Jefferson City, MO 65102-0570 Jefferson City, MO 65109

**CONTRACT PERIOD: Date of Award through December 31, 2024**

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**Missouri Department of Health and Senior Services**

**Bureau Of Home & Community Based Services**

**PO BOX 570, Jefferson City, MO 65102**

The Applicant hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions (Revised 1/26/12). The Applicant further agrees that the language of this RFA shall govern in the event of a conflict with his/her application. The Applicant further agrees that upon receipt of an authorized purchase order from the Department of Health and Senior Services (Department/state agency) or when a Notice of Award is signed and issued by an authorized official of the Department, a binding contract shall exist between the Applicant and the Department.

**SIGNATURE REQUIRED**

|  |  |
| --- | --- |
| **VENDOR NAME**      | **MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)**       |
| **DOING BUSINESS AS (DBA) NAME**      |
| **MAILING ADDRESS**      |
| **CITY, STATE, ZIP CODE**      |

|  |  |
| --- | --- |
| **CONTACT PERSON**      | **EMAIL ADDRESS**      |
| **PHONE NUMBER**      | **FAX NUMBER**      |
| **VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)** \_\_\_ Corporation \_\_\_ Individual \_\_\_ State/Local Government \_\_\_ Partnership \_\_\_ Sole Proprietor \_\_\_IRS Tax-Exempt |
| **AUTHORIZED SIGNATURE** | **DATE**      |

# Introduction

## This document constitutes a request for competitive, sealed applications for the provision of Community Option Counseling to nursing facility residents and Money Follows the Persona (MFP) Transition Coordination Services to competently facilitate the transition of participants out of qualified nursing facilities and into qualified residences in the community, including conducting monthly home visits for the year of MFP activity as set forth herein. The Missouri Department of Health and Senior Services, Division of Senior and Disability Services (Department/state agency) provides the oversight for this Request for Application (RFA).

## Applicant means the person or organization who responds to the RFA by submitting an application with prices to provide services as required in the RFA document.

## Contractor means an Applicant (either a person or organization) who is selected for a contract as a result of the RFA and who enters into a contract.

## Shall or must identify components, deliverables, or actions that are mandatory. Failure to comply with this RFA will result in an application being considered non-responsive.

# Organization

## This document, referred to as a RFA, is divided into the following parts:

##### Application and Contractual Requirements

##### Attachments A - K

##### Exhibits 1 - 11 (Items which may need to be returned with the application)

##### Terms and Conditions

# Communication REGARDING THE RFA

## It is the Applicant’s responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the Applicant believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the Applicant’s ability to submit an application.

### Except as may be otherwise stated herein, the Applicant and the Applicant’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFA, the application process, the evaluation, etc., to the procurement staff of record indicated on the first page of this RFA.  Inappropriate contacts to other personnel are grounds for exclusion from being considered for an award. Applicants and their agents who have questions regarding this RFA should contact the procurement staff state on the first page of this document.

#### The Applicant may contact the Office of Administration, Office of Equal Opportunity (OEO) regarding Minority Owned Business Enterprise (MBE)/Woman Owned Business Enterprise (WBE) certification or subcontracting with MBE/WBE companies.

### The Applicant should submit all questions and issues at least ten (10) working days prior to the due date of the application.  If not received prior to ten (10) working days before the application due date, the Department may not be able to fully research and consider the respective questions or issues before the RFA due date.  Questions and issues relating to the RFA, including questions related to the competitive application process, must be directed to the procurement staff.  It is preferred that questions be e-mailed to the procurement staff.

### The Department will attempt to ensure that an Applicant receives an adequate and prompt response to questions, if applicable.  Upon the Department’s consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued RFA amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for RFA amendment as the questions and issues did not provide further clarity to the RFA.  All Applicants will be advised of any change to the RFA’s language, specifications, or requirements by a formal amendment to the RFA.

### The official RFA can be viewed at the Department Internet site, <http://health.mo.gov/information/publicnotices/invitations/index.php>.

#### The Department reserves the right to officially amend or cancel a RFA after issuance. It shall be the sole responsibility of the applicant to monitor the website daily.

### The Applicant is advised that the only official position of the Department is the position that is stated in writing and issued by the Department as a RFA and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement on behalf of the Department.

# General CONTRACTUAL REQUIREMENTS

## 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 first page of this document indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein**.**

## 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.

## After the award unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Long Term Care Rebalancing Opportunities

Program Contact: Shomari Rozier

Address: 912 Wildwood Drive, Jefferson City, MO 65109

Phone: (573) 526-3128

Email: Shomari.Rozier@health.mo.gov

# Background Information

## The MFP Demonstration Grant was awarded by the Centers for Medicare and Medicaid Services (CMS) to the Department of Social Services (DSS) in January 2007, and implemented in collaboration with the Department and the Department of Mental Health (DMH) in October 2007.

## A survey of past and current contractors indicates the average cost of transition per participant is $3,500.00 for the initial transition, six (6) month community residence home visit follow-up and twelve (12) month community residence home visit follow-up.

## The Department has attempted to provide accurate and up-to-date information in this RFA; however, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this RFA.

# Purpose and Goal

## The Department protects and promotes quality of life and health for Missourians. The Department is the licensing authority for nursing facilities within Missouri. The Division of Senior and Disability Services (DSDS), a division within the Department, is responsible for the administration and operation of Home and Community Based Services (HCBS) for individuals who are aged (60 and over years of age), and individuals 18 through 59 years of age with physical disabilities.

## The following describes the HCBS administered by DSDS:

### Aged and Disabled Waiver (ADW) – ADW services are included in the Missouri Medicaid Program under the authority of Home and Community-Based Waiver granted by the CMS. To view the current approved ADW on file with CMS see <https://wms-mmdl.cms.gov/WMS/faces/portal.jsp>. In addition, the program descriptions can be located in Section 13 “Benefits and Limitations” of the Provider Manual at: <http://manuals.momed.com/manuals/>.

### Independent Living Waiver (ILW) – This program is similar to the Consumer-Directed State Plan Personal Care Program, requiring the same eligibility criteria be met and offering additional personal assistance services beyond the limitations of the state plan. To view the current approved ILW on file with the CMS see <https://wms-mmdl.cms.gov/WMS/faces/portal.jsp>.

### State Plan Personal Care (SPPC) – Personal care services are medically oriented tasks provided in the participant’s home to meet the maintenance needs of individuals with chronic health conditions who need assistance with activities of daily living. The Code of State Regulation (CSR) governing the State Plan Personal Care Program, delivered by In-Home Services providers, can be located by accessing the following link: <http://www.sos.mo.gov/adrules/csr/current/13csr/13csr.asp#13-70>; then by accessing the additional link, “Chapter 91 – Personal Care Program”. The CSR for Consumer-Directed State Plan Personal Care Services can be located by accessing the following link: <http://www.sos.mo.gov/adrules/csr/current/19csr/19csr.asp#19-15>; then by accessing the additional link, “Chapter8 – Consumer-Directed Services. In addition, the program descriptions can be located in Section 13 “Benefits and Limitations” of the Provider Manual at: <http://manuals.momed.com/manuals/>.

### Adult Day Care – Adult day care is a program of organized social activities provided outside the home for periods of time under eight hours per day. The CSR governing the ADC can be located by accessing the following link: <http://www.sos.mo.gov/adrules/csr/current/13csr/13csr.asp#13-70>.

### Program for All Inclusive Care for the Elderly (PACE) – This program is not currently active in Missouri. The PACE program was a comprehensive service delivery system for the frail elderly. Eligible participants who enrolled in the PACE Program, must have been 55 years of age or older, resided in the service area of the PACE organization, and determined to be eligible for Level of Care (LOC), and have been recommended by the PACE staff for PACE Program services as the best option for their care. Participants who enrolled in the PACE program, may have been entitled to Medicare Part A, enrolled under Medicare Part B, or have been eligible for MO HealthNet services. The PACE Organization provided a full range of preventive, primary, acute, and long-term care services 24 hours per day, seven (7) days per week to PACE participants.

### Current participant information shall be entered into the new Web Tool as HCBS activities are completed. Additionally, the Department has developed an electronic system, Case Compass. The new Case Compass system will be utilized for HCBS quality oversight responsibilities.

### The Olmstead Act requires individuals to reside in the least restrictive environment. The Money Follows the Person (MFP) Demonstration Grant is an initiative to support participants with disabilities, or elderly citizens of Missouri, as they transition from an institutional setting (e.g., skilled nursing facilities, intermediate care facilities / intellectual deficiency or state habilitation centers) to specified community settings. Additional information regarding the MFP Program Demonstration Grant can be located by accessing the following link: <http://dss.mo.gov/mhd/general/pages/mfp.htm>.

# SPECIFIC Contractual Requirements

## The Contractor shall be a Missouri Medicaid-enrolled provider.

## The Contractor shall provide an adequate number of personnel to provide the services herein.

7.2.1 The Contractor shall have a minimum of three (3) full-time staff dedicated to the MFP program.

## The Contractor shall monitor the performance of all personnel to assure compliance with the terms of the contract.

## The Contractor shall provide the following Long Term Care Rebalancing Opportunities services:

### Community Option Counseling Services shall be provided to nursing facility residents, to include identification of community resources, and to assess the appropriateness of MFP enrollment.

### Transition Coordination Services shall be provided to MFP Demonstration Grant participants.

## The Contractor shall follow the MFP policy located at <http://health.mo.gov/seniors/hcbs/hcbsmanual/index.php>. In the event this policy is revised, the Contractor must comply with the most recent version of the Department’s policy. In the event of a discrepancy between the Department policy and Missouri Statutes, the Contractor shall comply with Missouri Statutes.

## The web based system shall be utilized to collect information regarding Minimum Data Set (MDS) Section Q referrals and the MFP program.

## The Contractor shall provide services in all counties they are awarded as a result of the application process and authorized as a Medicaid Provider. The awarded counties can be found at <https://health.mo.gov/seniors/hcbs/hcbsmanual/pdf/7.00appendix2.pdf>.

## Unless otherwise specified herein, the Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

## Any written materials developed to educate the Contractor’s staff or community providers regarding the services described herein shall not be distributed without the prior, written consent of the Department.

## The Contractor shall be available by phone during regular business hours, 8:00 a.m. through 5:00 p.m., and afterhours as needed to effectively meet the requirements outlined herein.

## The Contractor shall meet in person or by alternative methods with Department staff as requested by the Department. In person meetings which include all Contractors shall be held in a central location.

### When a response is required, the Contractor shall respond to all emails sent by the Department within a timely manner, not to exceed three (3) business days.

## The Contractor shall be knowledgeable of the definitions in Section 192.2400, RSMo. The Contractor shall abide by the requirements for reporting abuse, neglect, and exploitation of seniors and adults with disabilities and the misappropriation of property or funds of individuals, or falsification of service delivery documents by in-home services employees as established in Sections 192.2410; 192.2480; 192.2485; 208.912; 208.915; and 565.188, RSMo.

## The Contractor shall ensure that all personnel assigned to the contract shall be trained to report to the Department suspected cases of abuse, neglect, or exploitation and shall cooperate with the Department’s staff in protective service investigations.

## The Contractor shall be knowledgeable of and abide by all requirements in Section 6071 of the Federal Deficit Reduction Act of 2005; PL 109-171, and amended by the Affordable Care Act, section 2403 as they pertain to this program.

## The Contractor shall report to the appropriate Department any instances, reasonably discoverable, of Home and Community Based Services provider fraud and/or Home and Community Based provider noncompliance with Medicaid Title 19 law, policy, and procedures.

## The Contractor shall report to the Department any instances, reasonably discoverable, of Home and Community Based Services participant over-utilization of services and unnecessary utilization of services, including, but not limited to, Home and Community Based Services participant fraud relating to such services.

## The Contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.

# IMPLEMENTATION PERIOD

## Upon award of the contract, the Contractor shall work with the Department and any other organizations designated by the Department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Department.

## The Contractor shall be fully operational within the counties they serve (which shall include providing the required trained personnel, completion of all necessary functions, actions, set-up, etc., necessary for successful business operation, and full implementation of all required services pursuant to the requirements of this document) by no later than sixty (60) calendar days from the effective date of the contract.

## By no later than five (5) working days after the effective date of the contract, the Contractor shall provide the Department with the name, address, e-mail address, telephone number and fax number of the Contractor's liaison.

## Within thirty (30) days of the contract award, the Contractor shall initiate and maintain lines of communication with all of the nursing facilities located within the counties served by the Contractor. The Contractor is expected to initiate and maintain lines of communication with any new nursing facility which begins service delivery during the contract period.

## The Contractor shall be responsible for accessing the Missouri Long Term Care Facilities Directory at:

<http://health.mo.gov/seniors/nursinghomes/pdf/DIRECTORY.pdf> to maintain a list of licensed nursing facilities and to learn when new facilities are licensed.

## The Contractor shall create a form that will be used during the Community Option Counseling session. The Contractor shall revise the form if requested by the Department.

### At a minimum, the form must include the following topics:

### Finances,

### Housing Options,

### Support System,

## Service availability to address identified needs regardless of the funding source (i.e., private pay, Medicaid funded services or other services available to Older Americans or individuals with disabilities).

### The form must contain a signature line for the participant, including printed name, signature, and date. The signature line must be completed at the conclusion of the Community Options Counseling session. The form must be maintained in the participant’s file(s). The signed form must be provided to the Department upon request.

## Upon completion of a Community Option Counseling session, as described herein, the Contractor shall provide the participant a resource information list. The Contractor shall revise the resource information list if requested by the Department.

### The resource information list must include, but is not limited to:

#### Housing resources available to the participant;

#### Emergency services contact information (local EMT services, fire services, police services, etc.);

#### Local physicians’ offices and clinics for medical care;

#### Local food resources, including food pantries, Samaritan Centers, etc.;

#### Transportation services available;

#### Shopping resources; and

#### Local senior centers, Area Agency on Aging (AAA), and Center for Independent Living (CIL).

# PERSONNEL REQUIREMENTS

## The Contractor shall provide community option counseling and transition coordination services. The Contractor’s professional personnel providing services under the terms of this contract shall have:

### A bachelor’s degree from an accredited program of social work education or a related human service degree from an accredited school; or

### An associate degree from an accredited program of social work education or a related human service degree from an accredited school and two (2) or more years of previous experience providing case management or transition coordination services to the elderly or disabled individuals; or

### Four (4) or more years of previous experience providing case management or transition coordination services to the elderly or disabled individuals.

## Supervisors of professional personnel, providing services under the terms of this contract, shall have a bachelor’s degree from an accredited program of social work education or a related human service degree from an accredited school and prior supervisory experience.

##  Individuals providing services under this contract must comply with all provisions related to in-home service providers found in RSMo, including, but not limited to the following:

### Professional personnel providing services under this contract must be knowledgeable of the public housing process and working with local Housing Authorities, working with the Social Security Administration, experience with obtaining Durable Medical Equipment (DME) for participants, and experience with coordination of HCBS with the Department.

### Section 192.2490, RSMo regarding the Employee Disqualification List;

### Section 192.2495, RSMo regarding Criminal Background Checks, Employee Disqualification List, and Family Care Safety Registry;

### Section 210.900 through 210.936, RSMo regarding the Family Care Safety Registry; and

### Sections 192.2480; 192.2475; 208.912; 208.915; and 565.188, RSMo regarding reporting abuse, neglect, misappropriation of property and financial exploitation.

## Individuals providing services under this contract must submit the request for a background check through the Family Care Safety Registry prior to any contact with participants who are to receive services under this contract. Registration and screening request forms can be found at <http://health.mo.gov/safety/fcsr/forms.php>.

### If an individual is already registered through the Family Care Safety Registry the Contractor shall immediately check the available background information.

## The Contractor shall check the Employee Disqualification List located at <http://health.mo.gov/safety/edl/> for any individuals providing services under this contract prior to those individuals having contact with any participants who are to receive services under this contract.

## The Contractor shall maintain a copy of all requests and completed background checks on Contractor’s personnel assigned to the contract. The Contractor shall make all such records available to the Department at all reasonable times during the term of the contract.

# TRAINING

## The Contractor shall ensure that all personnel are appropriately trained to carry out the assigned duties prior to direct contact with nursing facility staff and nursing facility residents, or MFP Demonstration Grant participants who will be transitioning back to the community. The Contractor shall maintain a training log to document training received by the Contractor’s personnel assigned to the contract. This log shall include, but is not limited to, dates of all training, trainer’s name, training topic(s), and time spent per training topic. Such training topics shall include:

### Interpersonal skills such as interviewing and active listening;

### All facets of the MFP transition process;

### The MFP DSDS policy;

### Types of services available to individuals in the community, regardless of the funding source (i.e., private pay, Medicaid funded services or other services available to Older Americans or individuals with disabilities);

### Identification of signs of potential abuse, neglect, and exploitation;

### The Olmstead Act; and

### The Older Americans Act.

## The Contractor shall provide continued in-service training regularly to the Contractor’s personnel to ensure familiarity with current procedures and protocols related to counseling and transition skills.

## The Contractor shall participate in Department trainings as requested by the Department. Department training may include, but not be limited to:

### Contacts for scheduling Option Counseling and Transition Coordination visits, Quality of Life (QOL) surveys, and transition planning;

### Home and Community Based services available in the community; and

### Reporting requirements for Contractor personnel.

## The Department in accordance with the Department of Social Services MFP Project Director’s Office will provide training on the web-based system.

## Department training may be provided through a train-the-trainer approach. In such instances, the Contractor’s personnel who participate in ~~t~~he Department trainings are expected to provide the information to other Contractor’s personnel.

## The Contractor shall incur all travel costs associated with any training provided by the Department. Training provided by the Department will be held in Jefferson City, MO.

# CONFLICTS OF INTEREST

## The Contractor agrees that he or she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed in the performance of the contract or conveyed an interest, directly or indirectly, in the contract.

## The Department shall have the final determination as to what constitutes a conflict of interest pursuant to this contract. The decision by the Department shall be final and without recourse. The Department will not make any such decision without providing the Contractor an opportunity to present information.

## Failure of the Contractor and Contractor’s subcontractor(s) to divest or otherwise terminate all conflict of interest shall constitute a material breach of the contract.

## Contractor’s personnel providing services under this contract shall not run for nor hold partisan or non-partisan political office when it would conflict in any way with the services provided herein. The Contractor must notify the Department when personnel run for or hold political office.

## In addition, this contract is for the sole purpose of providing Community Option Counseling services and Transition Coordination services. It would be a conflict of interest for a provider awarded a contract to persuade or use any type of coercion to influence a participant’s right to choose with regards to accessing other services the participant may be eligible for, that can be accessed using other providers. Any provider determined to be in violation of this section may be subjected to disciplinary action by the Department which could include but not limited to intensive monitoring or contract termination.

# COMMUNITY OPTION COUNSELING SERVICES

## Nursing facilities are required to make a referral for Option Counseling within three (3) business days of the participant responding “yes” on the MDS Section Q.

## The Contractor may also receive direct referrals for Option Counseling services for individuals who have been referred for MFP Transition Coordination Services.

## The Contractor shall receive direct referrals to provide Community Options Counseling Services from the web-based system.

### Upon receipt of the referral for the Community Option Counseling services, the Contractor shall contact the nursing home to determine if an active discharge plan is in place. Community Option Counseling services shall not be provided to individuals with an active discharge plan in place, unless the individual has resided in the Nursing Facility for no less than sixty (60) consecutive days.

### When screening participants for MFP eligibility and enrollment the DSDS staff just obtain a copy of the guardianship, conservatorship, or invoked Durable Power of Attorney (DPOA) documents to determine what rights a participant has lost before determining they cannot make their own decisions regarding their wishes to receive Community Options Counseling Services and enrollment into the MFP program.

### The Contractor shall complete Referral Notification (Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein) to notify the DSDS staff when a referral has been received and Options Counseling Services will not be provided. The Referral Notification can be found at <https://health.mo.gov/seniors/hcbs/hcbsmanual/pdf/7.00appendix9.pdf>.

## The Contractor shall accept all referrals. If a referral is not accepted, the Contractor shall not receive additional referrals.

### Exceptions for not accepting a referral shall only be made under rare and unusual circumstances such as, but not limited to, a conflict of interest for the Contractor.

### When there is a pattern of behavior related to egregious situations during the Contractor’s provision of services the Contractor will not receive additional referrals until there has been practice improvement as indicated in the Quality Assurance section defined herein.

## Within three (3) business days of a referral notification, the Contractor shall schedule the community option counseling session. The session shall be conducted at a mutually agreeable time for the participant and Contractor.

### The session may be rescheduled when agreed upon by the participant and Contractor. If cancelled, a session must be rescheduled at the time of cancellation.

### A Community Options Counseling session is not required for quarterly Section Q referrals. The Contractor shall make telephone contact to determine if circumstances have changed since the previous session.

## The community option counseling session must be conducted within ten (10) working days of the referral notification.

## The Contractor shall discuss any concerns the nursing home has regarding the participant’s ability to safely transition to a community setting prior to the community option counseling session. Contractor staff are expected to consult with the Director of Nursing or the participant’s physician.

### The participant is allowed to have another person present for the option counseling session.

## The Contractor shall provide the participant with a resource listing, which shall include all available resources regardless of how the resource is funded.

### Topics specified herein shall be discussed with each participant.

## Upon completion of the counseling session, the Contractor shall obtain the participant’s signature verifying the date of the counseling session.

## The Contractor shall complete the Nursing Home Referrals for Community Options Counseling (Attachment D, which is attached hereto and incorporated by reference as if fully set forth herein), to inform the nursing facility of the date and outcome of the counseling session. Attachment D shall be completed and given to a nursing home staff member immediately following the Community Option Counseling session. In the event the Community Option Counseling services cannot be provided, the Contractor shall fax Attachment D to the nursing facility within ten (10) business days of the referral.

## The Contractor shall document all information pertaining to the services identified herein from the date of referral through completion of the Community Option Counseling session within seven (7) business days in a case record. In addition, information must be entered into and stored within the web-based system.

## The Contractor shall provide the DSDS staff with their recommendation regarding a transition to the community. The DSDS staff shall send the participant an adverse action notice when MFP Transition Coordination Services are denied.

## Missouri has added the Q+ Index algorithm as another way to reach potential Medicaid individuals who may be a good candidate to return to the community. Once an individual is identified using the algorithm, the Contractor providing services in the county where the resident is located will contact the resident and ask them if they are interested in speaking with someone about their options in returning to the community. If they indicate they are interested, the Contractor will receive a referral for Option Counseling.

12.13.1 On a monthly basis contractors are required to make contact with twenty-five percent (25%) of the residents identified by the algorithm and referred to their respective MDS Import Queue. The Contractor will need to access the MFP web-based system to find their list of participants in the Queue, and select “yes” under the section “was contact made”. If contact is made, the system will require a date of contact to be entered and then will be the option to refer the resident for Options Counseling, if they are interested in receiving that service. If the Contractor is unable to make contact by telephone, contact can be made face to face and the Option Counseling session completed in the same visit, as long as the participant agrees to receive the service prior to. If an Option Counseling Referral is made all contractual obligations as described in this section would apply. Failure to meet this requirement may result in the Contractor not receiving additional referrals.

12.13.2 In addition, other acceptable forms of contact are electronic methods or speaking with the guardian or DPOA. Residents refusing to take the call will be counted as contact being made (update the record accordingly in the web-based system so the record is cleared from the queue).

# MFP Transition COORDINATION SERVICES

## The Contractor shall determine if an individual is eligible for MFP Transition Coordination Services if they express interest in participating in the MFP program.

## An individual may express interest in MFP Transition Coordination Services during a Community Option Counseling session (initiated by MDS Section Q response), or a referral may be made directly for MFP Transition Coordination Services (not initiated by MDS Section Q response).

### Community Option Counseling services shall not be provided to any individual that is directly referred for MFP Transition Coordination Services prior to a determination of MFP eligibility. Community Option Counseling Services shall be provided to any individual that is referred as the result of a Minimum Data Set (MDS) Section Q response prior to a determination of MFP eligibility.

### The individual must have resided in a Nursing Facility for no less than 60consecutive days prior to the date of transition.

### The individual must have been Medicaid eligible for at least one (1) day immediately prior to the transition date to the community.

## When the Contractor determines eligibility and refers an individual for the MFP program, a referral will be sent to the DSDS staff via the web-based system. The Contractor shall obtain approval to provide MFP transition coordination services from DSDS staff.

### The Contractor shall indicate if the participant does not meet the nursing facility residency requirement and shall also identify any concerns with the individual residing in the community.

### DSDS staff will send an adverse action notice (HCBS-12) to the participant when they do not meet MFP eligibility criteria in order to notify the participant of the option to appeal the decision. The Contractor shall provide testimony at appeal hearings, as requested by the Department.

## When a participant appears to be eligible for MFP Transition Coordination Services, the Contractor shall advise the participant that a referral will be made to the DSDS staff for an assessment to determine eligibility for the MFP Program. If Home & Community Based Services will be needed, DSDS staff can also assess for Level of Care (LOC) eligibility at that time. If it is determined that the participant is eligible for HCBS services, DSDS staff will discuss all of the HCBS provider options available to them. The referral shall be entered into the web-based system. DSDS staff will contact the participant to schedule an appointment to complete assessment.

### The Contractor shall complete the Referral Notification to notify DSDS staff when a referral has been received and the individual is not eligible or recommended for MFP Transition Coordination Services.

## DSDS staff shall have the final decision regarding MFP eligibility after the assessment has been completed. Medicaid eligibility must be retained after the individual is transitioned to a community setting. DSDS staff shall indicate the MFP Transition Coordination Services eligibility status for the individual in the web-based system.

### When all eligibility criteria is met the DSDS staff shall have the participant sign the MFP Participation Agreement found at <https://health.mo.gov/seniors/hcbs/hcbsmanual/pdf/7.00appendix4.pdf>.

1. Participants identified as having active warrants at the time of the Community Options Counseling Session will not be eligible for MFP until all warrants have been resolved.

## The Contractor shall schedule a face-to-face meeting with the participant within two (2) days of the MFP approval notification. The face-to-face meeting with the participants shall be held within five (5) days of the MFP referral notification. When the Department deems necessary, alternatives to face-to-face meetings will be allowed.

## The Contractor shall provide the nursing facility resident with all brochures and pamphlets provided by DSDS staff. The Contractor shall ensure brochures and pamphlets are available for distribution at all times.

## The Contractor shall develop a transition plan in consultation with the participant and / or family members, their legal representatives, nursing facility discharge planners and DSDS staff. The majority of these individuals must agree the transition is in the participants’ best interest before the transition plan is developed. DSDS staff will send an adverse action notice (HCBS-12) to the participant when a transition will not be pursued in order to notify the participant of the option to appeal the decision. The Contractor shall provide testimony at appeal hearings, as requested by the Department.

###

## The transition plan shall include a move from a licensed, skilled nursing facility to one of the following community settings:

### A home owned or leased by the individual or the individual's family member;

### An apartment with an individual lease; or

##### 13.9.3 A residence, in a community-based residential setting, (no more than four (4) non-related people).

## The Contractor shall tour the housing unit identified in the transition plan to ensure safety and accessibility of the MFP participant. In the event concerns are reported to the Department, the Department shall have the final authority to determine if the housing is not safe and accessible for the MFP participant.

## The Contractor shall utilize the MFP Transition Plan (found at <https://health.mo.gov/seniors/hcbs/hcbsmanual/pdf/7.00appendix5.pdf>) to develop the transition plan which shall include, but is not limited to:

###  Housing support preferences and needs;

###  Personal care support preferences and needs;

##### 13.11.3 Medical and behavioral support needs, including the development of a risk management plan;

##### 13.11.4 Community building/networking support preferences and support needs;

##### 13.11.5 Transportation needs;

##### 13.11.6 Assistive technology, adaptive equipment, and mobility needs;

###  Employment / day activity preferences and support needs.

## The transition plan shall include at a minimum the following requirements for a 24 Hour Backup Strategy:

### Each MFP participant must have an individualized backup plan in place to respond to and address:

a. Any lapse in essential services, and

b. other circumstances that could have a negative effect on participant health or welfare.

##### 13.12.2 The backup plan may include provider(s), informal supports and/or other agreed-upon resources. In addition, the plan must include 24-hour telephone access to a live person (backup service such as an on call case manager) who can arrange for essential services or address circumstances that could negatively affect a participant’s health or welfare in the event that other backup options fail.

##### 13.12.3 Access to the 24 hour backup service (live person 24 hours/7 days/week) must be available to all MFP individuals regardless of population. Individuals who do not have an appropriate 24 Hour Backup Strategy shall not be transitioned to the community.

#### The transition plan shall include a service plan (Medicaid funded, private pay, or other funding source) when a service need exists. The Contractor shall be responsible for coordination with the Department for Home and Community Based Services (HCBS) if a Medicaid funded service need exists.

#### The transition plan shall include available community resources.

##### The transition plan is an on-going process. The Contractor shall be responsible for coordinating with the Department to authorize HCBS if a service need develops after the transition. As the amount of time it may take to coordinate the actual move to the community varies with each individual, the Contractor is required to make contact with the individual no less than once a month during the transition planning process.

### The Contractor shall provide the Department with additional information pertaining to the participant using the web based system. This information may be utilized in the monitoring of the MFP program.

### The Contractor shall send the Transition Plan within two (2) business days of completion and prior to the transition to the community. DSDS staff shall have the final approval of the Transition Plan. When services cannot be arranged to meet the individual’s need(s) in the community, DSDS staff will send an adverse action notice (HCBS-12) to the participant to notify them of the option to appeal the decision. The Contractor shall provide testimony at appeal hearings, as requested by the Department.

#### Many factors can affect the participants ability to transition immediately following MFP approval; therefore, a participant can remain in pending status for one (1) year from the date of the initial assessment to address barriers preventing a move.

#### Contractors are encouraged to discuss closing the MFP case if a move to the community is not likely to occur. Contractors must notify the Departement staff if the participant is in agreement to close the MFP case.

####

## If the participant is transitioning to a county outside of the current Contractor’s regional coverage area, the new Contractor that the participant chooses has the option to conduct transition planning over-the-phone, if traveling to the county where the nursing facility is located is not feasible.

## The Contractor shall submit a Money Follows the Person Demonstration Services Funds Request form (found at: <https://health.mo.gov/seniors/hcbs/hcbsmanual/pdf/7.00appendix10.pdf>), completed in its entirety for reimbursement of transition expenses to the Department for approval. The form shall be faxed to Department staff at the number listed on the form or emailed to the program contact. The maximum amount which may be requested per participant is $2,400.

### The Department will send a Money Follows the Person Funds Notification to the Contractor providing authorization or denial of authorization of the reimbursement request within ten (10) business days from receipt of this request. If approved, the letter shall include the procedure code and modifier to be used by the Contractor when billing MO HealthNet. If approved, the Department will also send an authorization request to MO HealthNet for reimbursement. The Money Follows the Person Funds Notification can be found at <https://health.mo.gov/seniors/hcbs/hcbsmanual/pdf/7.00appendix11.pdf>.

### The Contractor must request prior authorization from the Program Contact for any item not specifically identified on the Money Follows the Person Demonstration Services Funds Request form by e-mail to the Department. The provider must wait for authorization before proceeding with the purchase or they may not receive reimbursement. The Department will respond via e-mail to the Contractor providing authorization or denial of authorization of the prior authorization request within ten (10) business days from receipt of this request.

#### Items needed for a safe transition to the community must be in the home at the time transition occurs. In addition, items needed to maintain the participant in the community must be purchased or ordered within seven (7) days of the transition.

## The Contractor shall submit claims to MO HealthNet for reimbursement.

### The Contractor shall not bill MO HealthNet for allowable Medicaid services before said services are provided (prebilling) as noted in Chapter 13 of the State Code of Regulations.

### The Contractor shall have adequate documentation of all services provided as noted in Chapter 13 of the State Code of Regulations.

### The Contractor shall have 365 days from the date of transition to request reimbursement for transition expenses.

## After transition completion, the Contractor shall conduct face-to-face follow up with the individual at a minimum of:

### Two (2) times per month during the first three (3) months the individual resides in the community;

### Once (1) per month after the first three (3) months, until the individual has been in the community for 365 days, excluding any days which the participant was hospitalized or re-institutionalized.

#### If a participant is hospitalized or re-institutionalized during the first 365 days, the Contractor shall coordinate efforts to assist the participant to re-enter the community if participant chooses to do so.

## The Contractor shall document all information pertaining to the services identified herein from the date of referral through completion of the MFP Program within seven (7) business days of provision of services in a case record. In addition, the following information must be entered into and stored within the web based system:

### Information related to any hospitalizations or re-institutionalizations;

### Information related to any critical incidents;

### Information related to any emergency situations;

### Information related to abuse or accidents experienced by Consumer Directed Services (CDS) participants;

### Information related to any disenrollment of CDS participants.

## The Contractor shall utilize the prompts contained in Money Follows the Person Monthly Contact (Attachment E, which is attached hereto and is incorporated by reference as if fully set forth herein) to gather information during monthly face-to-face contacts. Attachment E shall be retained in the Contractor’s case record.

##

## The Contractor must accept all referrals for transition services which includes, but not limited to:

### Individuals that have received option counseling, have been recommended and referred for MFP, but wish to move outside of the Contractor’s regional coverage area.

### Individuals who have transitioned and decide to make a second move to a county outside of the Contractor’s regional coverage area within the year of MFP activity.

## If a referral is not accepted, the Contractor shall not receive additional referrals, and the Department may in its sole discretion terminate the obligations of the Contractor by providing written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination. The Contractor will not receive any more referrals for option counseling.

### Exceptions for not accepting a referral for transition services shall only be made under rare and unusual circumstances such as but not limited to:

#### A conflict of interest

#### Oversights made by the original transition team that would make it unable to ensure the health, safety, and welfare of the individual if they moved to the community

##### In this situation the new Contractor would need to prepare a summary if health and safety concerns are identified and they feel the individual should have never been enrolled into the program. The summary should be sent immediately to the DSDS staff covering their region. New DSDS staff and the one that originally approved the individual for transition services shall discuss the concerns. After reviewing the concerns, if both DSDS staff agree that it is not in the participant’s best interest to move to the community, the DSDS staff that approved the participant will send an adverse action notice (HCBS-12) to the participant in order to notify the participant of the option to appeal the decision. Both DSDS staff will make the final decision as to whether the new contractor must begin transition planning as described herein. In the event that both DSDS staff cannot agree if it’s in the participant’s best interest to move to the community, the program contact will make the final decision.

## The Contractor shall refer Medicaid provider billing questions for allowable Medicaid services to MO HealthNet Division’s provider relation unit.

# DISENROLLMENT/RE-ENROLLMENT-ASSIGNMENT

## A participant shall be disenrolled from the MFP program if they are determined ineligible for Medicaid services, reside in the community for 365 days, or are readmitted into an inpatient facility (hospital or nursing facility) for a period of time greater than thirty (30) calendar days.

### Individuals who fail to meet their Medicaid Spend down but remain eligible for Medicaid shall not be disenrolled. They shall remain enrolled with the MFP program until their Medicaid eligibility has been closed.

## Individuals who are re-institutionalized after completing 365 days in the MFP program may participate again if:

### They are eligible for MFP Transition Coordination Services;

### They have met the 60-day institutional residency requirement;

### Funding is available; and

### The Department determines it is the individual’s best interest to be re-enrolled in the MFP program.

## MFP participants who are disenrolled prior to the completion of 365 calendar days of residence in the community may be re-enrolled into MFP without re-establishing the 60-day nursing facility residency requirement. The participant is eligible to continue receiving transition coordination services for any remaining days up to the maximum of 365 days for MFP participation, excluding those days when the participant was disenrolled. The Contractor shall immediately notify the Department when a MFP participant is re-enrolled.

## When there is a pattern of behavior related to egregious situations during the Contractor’s provision of services, or for any other reason, any and all participants currently receiving services from the Contractor may be reassigned to Department staff.

# TRANSITION COORDINATION SERVICES ADDITIONAL REQUIREMENTS

## Quality of Life (QOL) surveys are requested by the Department MFP Services Specialist and scheduled by MFP Project Director’s support staff. The first QOL survey is administered at the nursing facility to MFP participants. The Contractors shall assist in helping surveyors locate the participants for the 2nd QOL survey at the completion of the first year.

## The Contractor shall immediately report any instances of abuse or neglect to the Department hotline number located at <http://health.mo.gov/safety/abuse/index.php>.

## The Contractor shall notify the Department within 24 hours of any urgent issues which impact the participant’s health, safety, or ability to remain in the community.

## The Contractor shall keep the Department informed of any housing or other needs which may impact a participant’s ability to transition to the community.

# QUALITY ASSURANCE

## The Contractor shall establish, maintain, and operate in accordance with an internal Quality Assurance process to ensure services are provided as described herein.

## The Contractor’s quality assurance plan must measure satisfaction by the participants utilizing the questions contained in the Participation Satisfaction Survey, Attachment F, which is attached hereto and is incorporated by reference as if fully set forth herein.

## The Contractor must establish and operate in accordance with a written procedure using the Quality Improvement Form (Attachment G, which is attached hereto and is incorporated by reference as if fully set forth herein) for the resolution of any complaints made against the Contractor.

### The Quality Improvement (QI) process shall be initiated by the Department when a complaint and / or concern is brought to the attention of the Department.

### The Quality Improvement Form allows the Department the opportunity to inform the Contractor that a concern with services has been brought to the attention of the Department. The form also allows the Contractor an opportunity to remedy any misunderstandings. There is no presumption that an external complaint is valid or that an incident has occurred.

#### The Contractor is to contact the complainant identified on the QI form within 24 hours of being notified of the complaint by the Department.

#### The Contractor shall submit a written response to the Department on the QI form within five (5) calendar days.

#### The Department shall review the written response. The Contractor shall resolve the concern to the satisfaction of the Department.

## If the Department has concerns with the Contractor’s performance as it relates to provision of services which are not resolved to the satisfaction of the Department through the QI process, or when the Department has serious concerns regarding egregious situations (i.e., failure to report elderly abuse etc.), the Department may issue a “letter of concern” to the Contractor.

### The Department’s “letter of concern” will:

#### Inform the Contractor of the reason for the Department’s concern,

#### Inform the Contractor of the Department’s desired resolution / corrective action to be taken by Contractor,

#### Require the Contractor to resolve the situation to the Department’s satisfaction, and

#### Require the Contractor to provide a corrective action plan for preventing the situation / incident from recurring.

### The Contractor shall submit a corrective action plan to the Department within five (5) calendar days of receipt of the “letter of concern”.

### The Department shall review the proposed corrective action plan and approve or deny the plan within ten (10) calendar days. If the initial corrective action plan is not approved the Contractor shall submit one (1) additional corrective plan within two (2) calendar days. If this corrective action plan is not approved, no additional referrals will be made to the Contractor.

### Failure of the Contractor to implement a corrective action plan upon Department approval of the plan shall be considered a breach of contract and subject to the remedies available to the State of Missouri, to include contract cancellation.

## The Contractor shall participate in and cooperate with any program evaluation and reporting as requested by the Department.

## During each calendar year, contractors will be evaluated programmatically based on the following four (4) outcome measures:

### A Contractor with more than 6.33% of those transitioning per twelve (12) month period, who are not safe in the community, identified through an abuse/neglect/exploitation report within 90 days of the transition date, may receive a letter of concern as defined herein. If a letter of concern is received, the Contractor shall submit and implement a corrective action plan as defined herein.

### The Contractor shall move a percentage of referred individuals to a community setting, as defined herein. If the Contractor is not moving a percentage of eligible individuals which is comparable to other Contractors providing services, the Department will issue a letter of concern. If the Contractor moved less than 15% of the eligible individuals per twelve (12) month period to a community setting, the Contractor shall be required to submit and implement a corrective action plan upon request by the Department as defined herein.

### On a semi-annual basis, Department Program Oversight will receive information gathered from DSDS staff on the timeliness of submitting transition plans. This individual measure will receive a rating of low or high risk based on the total number submitted and how many of those were not timely to be factored into the overall programmatic risk score.

### On a semi-annual basis, Department Program Oversight will review all invoices submitted by Contractor for timeliness and accuracy. This individual measure will receive a rating of low, medium, or high based on a pointing system (8.3) if submitted timely with no errors, (4.6) if either timeliness or accuracy was an issue, and (0.00) if both were an issue. The results are factored into the overall programmatic risk score.

### On an annual basis, Department Program Oversight will conduct financial monitoring to determine compliance with 2 CFR 200.332 (d) the goal of which is to ensure MFP supplemental funds are used for authorized purposes in compliance with terms and conditions of the award and for monthly invoices submitted to determine if the contractor has provided all deliverables required by this contract. The protocol for FMT reviews are as follows:

#### Over the course of the monitoring year, the Department’s MFP contract oversight staff will randomly select two separate months (not consecutive months) that have already occurred.

#### The Department will collect any supplemental funds request received during those particular months and then request supporting documentation (receipt of purchases, invoices etc.) for those specific request from the respective contractors. MFP Invoices submitted for the review months will be matched against the Option Counseling/Transition Coordination Monthly Reports submitted to verify the contractor has provided the deliverables they requested payment for.

#### The Department will review the supporting documentation and compare to the request that were previously submitted/paid.

#### The Department will note any discrepancies and ask Contractors to provide additional information if necessary.

#### The Department’s contract oversight staff will monitor the Contractor in accordance with the monitoring section of this contract if a corrective action plan needs to take place with the Contractor.

# Reports

## The Contractor shall submit a Subrecipient Annual Financial Report (Attachment H, 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.

## 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 access to the Department’s MFP Web Based System and Cyber Access.  The Contractor shall perform verification and updates with the MFP Web Based System and Cyber Access Program Security Officer at Division of Senior and Disability Services, Bureau of Home and Community Based Services.

## The Contractor shall complete the Option Counseling/Transition Coordination Monthly Report (Attachment I, which is attached hereto and is incorporated by reference as if fully set forth herein).

### When Option Counseling and MFP referrals do not occur during the same month the participant shall be listed on multiple monthly reports.

## The Contractor shall submit monthly reports to the Department by the 10th day of the following month in which services were provided.

# Budget and Allowable Costs

## 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 on the Pricing Page Analysis, Exhibit 1, which is attached hereto and is incorporated by reference as if fully set forth herein.

### Within 30 days after the end of the contract period, the Contractor shall certify in writing to the Department that the Contractor completed the project or activity or that the Contractor expended the required level of effort. The certification must contain the signature of the Contractor’s authorized representative and may be in the form of a letter or a statement on the final invoice.

### The Department will pay the Contractor for the completion of one face-to-face session for Option Counseling, per individual, per calendar year and upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices.

## If an individual moves to another nursing home in a different regional coverage area within the same calendar year, and a referral for options counseling is received, the Department will pay the Contractor for completion of a face- to- face session for Options Counseling upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices.

## The Department will pay the Contractor for the Initial Transition services as follows, upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices:

### When the eligible participant has successfully transitioned to the community, as defined herein, the Department will pay the Contractor for the Initial Transition upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices.

## The Department will pay the Contractor for Community Resident Home Visiting services as follows, upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices:

### When an individual reside in the community for six (6) consecutive months, excluding any days which the participant was hospitalized or re-institutionalized, the Department will pay the Contractor for the six (6) months upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices. The number of days, which the participant is hospitalized or re-institutionalized, shall be added to the six (6) month requirement.

### When an individual continues to reside in the community for an additional six (6) consecutive months, for a total of 365 consecutive days, excluding any days which the participant was hospitalized or re-institutionalized, the Department will pay the Contractor for the twelve (12) months upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices.

###

### If the individual is within 30 days of completing either of the 6 month time periods, the Department may allow for payment in extenuating circumstances as deemed appropriate.  No payment will be allowed outside of this timeline regardless of circumstance.

## 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.

## The Contractor shall follow competitive procurement practices.

# Invoicing and Payment

## 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.

### 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>.

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

## The Contractor shall invoice the Department on the Option Counseling/MFP Invoice, Attachment J, which is attached hereto and is incorporated by reference as if fully set forth herein. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

## The invoice number will be listed on the state’s EFT addendum record to enable the Contractor to properly apply state payments to invoices. The Contractor must comply with all other invoicing requirements stated in the RFA.

## The Contractor shall submit invoices monthly. Invoices shall be due by the 10th 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.

## 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.

## Invoices which are not received within sixty (60) days of service delivery may be held for reimbursement until the following contract period, as expenditures reach the maximum amount of funding available for contracted services described herein.

## The Contractor shall submit all invoices and reports to:

Fax: (573) 522-4888

Or

Email: Shomari.Rozier@health.mo.gov

## The Contractor shall submit the final invoice within sixty (60) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

## 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.

## 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.

## 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.

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

### 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

## 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://sam.gov/content/assistance-listings>.

## Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

# Contract

## A binding contract shall consist of: (1) the RFA and any amendments thereto, (2) the Contractor’s response (application) to the RFA, (3) clarification of the application, if any, and (4) the Department’s acceptance of the response (application) by “notice of award”. All Exhibits and Attachments included in the RFA shall be incorporated into the contract by reference.

### The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

## The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

# Amendments

## 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.

# Monitoring

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

## 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.

# Document Retention

## 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.

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

## 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.

## 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.

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

# Confidentiality

## 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.

## The Contractor shall comply with provisions of Attachment K, 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.

# Liability

## The Contractor shall understand and agree that the State of Missouri 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.

## 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.

## 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.

# Publications, Copyrights, and Rights in Data and Reports

## 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.

### Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department’s request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department’s sponsorship as required by 48 CFR § 52.227-14(c).

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

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

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

## 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.

## If the Contractor is a State University, the Department limits the requirements of number 10 of the Department’s Terms and Conditions to the extent permitted by law and without waiving sovereign immunity.

# Authorized Personnel

## 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.

## 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.

## Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the Applicant/Contractor meets the section 285.525, RSMo definition of a “business entity” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530>), the Applicant/Contractor must affirm the Applicant’s/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 Applicant/Contractor should complete applicable portions of Exhibit 2, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit 2 must be submitted prior to an award of a contract.

## 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:

### 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

### 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

### 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.

## 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.

# Anti-Discrimination Against Israel Act Contractor Requirements

## If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

## If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company’s employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

## If during the life of the contract, the Contractor’s business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

## Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 3 - Anti-Discrimination Against Israel Act Certification with their response. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a “company” (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

# Termination

## 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:

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

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

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

### By request of the Contractor.

## 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.

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

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

## 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.

# Transition

## Upon award of the contract, the Contractor shall work with the Department and any other organizations designated by the Department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Department.

### Upon expiration, termination, or cancellation of the contract, the Contractor shall assist the Department to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the Department.

# Subcontracting

## 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.

## 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:

### 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.

### 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.

## 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.

## 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.

# Substitution of Personnel

## The Contractor agrees and understands that the Department’s agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the application. Therefore, the Contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the Department. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the Department’s approval of a substitution shall not be construed as an acceptance of the substitution’s performance potential. The Department agrees that an approval of a substitution will not be unreasonably withheld.

# Participating Entities

## The Contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the Contractor’s awarded application.

### The Contractor shall prepare and submit to the Department a report detailing all payments made by the Contractor to Organizations for the Blind/Sheltered Workshops and/or SDVEs participating in the contract for the reporting period. The Contractor must submit the report on a monthly basis, unless otherwise determined by the Department.

### The Department will monitor the Contractor’s compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the Contractor’s awarded application. If the Contractor’s payments to the participating entities are less than the amount committed, the Department may cancel the contract and/or suspend or debar the Contractor from participating in future applications, or retain payments to the Contractor in an amount equal to the value of the participation commitment less actual payments made by the Contractor to the participating entity. If the Department determines that the Contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

### If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the Contractor must obtain participation from other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the Contractor’s awarded application.

#### The Contractor must obtain the written approval of the Department for any new entities. This approval shall not be arbitrarily withheld.

#### If the Contractor cannot obtain a replacement entity, the Contractor must submit documentation to the Department detailing all efforts made to secure a replacement. The Department shall have sole discretion in determining if the actions taken by the Contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the Contractor’s participation commitment.

### No later than 30 days after the effective date of the contract’s expiration date, the Contractor must submit an affidavit to the Department. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all Contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contactor may use the affidavit available on the Office of Administration/Division of Purchasing’s website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

## Minority Business Enterprise (MBE)/Woman Owned Business Enterprise (WBE) Participation

### A listing of minority and women vendors certified by the Department is available on the Internet at:

### <http://oeo.mo.gov/>

### For Applicants who do not have Internet access, information regarding registered minority and women vendors can be obtained by contacting the Office of Equal Opportunity at (877) 259-2963 or (573) 751-8130.

### In the event the Applicant proposes to subcontract for services and/or equipment described herein, the Applicant should make a good faith effort to locate and contract with certified MBEs for a minimum of 10% of the total dollar value of the contract and with WBEs for 10% of the total dollar value of the contract.

### The Applicant should indicate the percentage level of MBE/WBE participation proposed to fulfill the requirements of the contract. The Applicant should provide documentation of a plan for achieving the proposed level of participation for each MBE/WBE subcontractor proposed.

# Submission of Applications

## Applicants must sign the RFA cover page or, if applicable, the cover page of the last amendment thereto in order to demonstrate acceptance by the Applicant of all RFA terms and conditions. Failure to do so may result in rejection of the application unless the Applicant's full compliance with those documents is indicated elsewhere within the Applicant's response.

### The signed page one (cover page) from the original RFA and all signed amendments should be placed at the beginning of the application. These form(s) must include an original signature (preferably signed in blue ink), no stamped signatures. The signature must be that of an individual legally authorized to sign contracts for the agency.

## Any foreign Applicant not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their application in order to be considered for award.

## The Applicant must provide its Unique Entity Identifier (UEI) number to the Department by completing the Annual Subrecipient Information Form (ASIF) located at <https://health.mo.gov/information/asif/>.

## To facilitate the evaluation process, the Applicant is encouraged to submit application information by sections that correspond with the individual evaluation categories described herein. The Applicant is cautioned that it is the Applicant’s sole responsibility to submit necessary information. The Department is under no obligation to solicit any information if it is not included with the application. The Applicant’s failure to submit information with the application, including pricing and renewal information, may cause an adverse impact on the evaluation of the application.

### Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

## The application should be page numbered.

## The application should be typed.

## In preparing an application, the Applicant should be mindful of document preparation efforts for imaging purposes and storage capacity. The Applicant should limit application content to items that provide substance, quality of content, and clarity of information.

## Do not staple the application.

## The Department recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the Applicant is requested to print the application double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy applications may be submitted in a notebook or binder.

## The Applicant should include two (2) additional copies along with the original application. The Applicant should include completed exhibits, forms, and other information concerning the application, including completed Pricing Page Analysis, with the application.

### The front cover of the original application should be labeled “original” and the front cover of all copies should be labeled “copy”.

## Any information submitted with the application, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of an application and the award of a contract.

## Applications may be submitted through the U.S. Postal Service. However, mailing applications to the P.O. Box does not guarantee receipt of the application document by the Bureau of Procurement Services before the required receipt date and time.

## The outermost, sealed envelope should clearly identify “RFA #2407” in the lower left corner of the envelope.

## Faxed or emailed applications will not be accepted.

## The Department must receive the application in a sealed envelope on or before the return due date and time published on the front page of the RFA at the address listed on the cover page of the application. The application return due date and time may also be referred to as the application opening date and time.

## Applications received after the receipt date and time as published on the front page of the RFA will not be considered or evaluated.

## Pursuant to section 610.021, RSMo, the application shall be considered an open record after the applications are opened. Therefore, the Applicant is advised not to include any information that the Applicant does not want to be viewed by the public, including personal identifying information such as social security numbers.

## The Applicant is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the RFA and its contractual requirements. The Applicant agrees that in the event of conflict between any of the Applicant's terms and conditions and those contained in the RFA, that the RFA shall govern. Taking exception to the State's terms and conditions may render an Applicant's application non-responsive and remove it from consideration for award.

## The Applicant hereby covenants that at the time of the submission of the application the Applicant has no other contractual relationships that would create any actual or perceived conflict of interest. The Applicant further agrees that during the term of the contract neither the Applicant nor any of its employees shall acquire any other contractual relationships that create such a conflict.

## In the event that the Applicant is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of a RFA, such an Applicant may submit an application that contains a list of statutory limitations and identification of those prohibitive clauses. The Applicant should include a complete list of statutory references and citations for each provision of the RFA that is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by the Department or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Department.

## The Applicant is permitted to use generic position titles rather than identifying a proposed team member by their name.  However, in the event an Applicant chooses to provide such personal information regarding an entity exempt from federal income tax under section 501(c) of the Internal Revenue Code of 1986, as amended, then by signing the cover page of the Application, the Applicant understands and agrees they have voluntarily provided such personal information. If the Applicant’s Application is awarded, the Applicant shall be contractually obligated to provide an individual with the minimum qualifications proposed.

# Application Withdrawal

## An application that has been delivered to the Department may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile that the applicant delivers to the Department. Telephone requests to withdraw an application will not be accepted.

# Application evaluation

## All applications will be reviewed and scored by an evaluation committee.

## The Department reserves the right to request clarification of any portion of the Applicant's response in order to verify the intent of the Applicant. The Applicant is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

## When evaluating an application, the Department reserves the right to consider relevant information and fact, whether gained from an application, from an Applicant, from Applicant's references, or from any other source.

## After determining that an application satisfies the mandatory requirements stated in the RFA, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the application in accordance with the evaluation criteria stated below. The contracts shall be awarded to the lowest and best applications.

## Application evaluation will be based on a 200 point total to be applied as follows:

Experience and Reliability Up to 15 points

Expertise of Personnel Up to 40 points

Method of Performance Up to 45 points

Cost Up to 100 points

## Evaluation of Applicant’s Experience and Reliability

### Experience and reliability of the Applicant’s organization will be considered subjectively in the evaluation process. Therefore, the Applicant is advised to submit information concerning the Applicant’s organization and information documenting the Applicant’s experience in past performances, especially those performances related to the requirements of this RFA. If the Applicant is proposing an entity other than the Applicant to perform the required services, the Applicant should also submit the information requested for such proposed subcontractor.

#### The Applicant should provide information about the Applicant’s organization on Exhibit 4.

#### The Applicant should provide information related to previous and current services/contracts of the Applicant or Applicant’s proposed subcontractor where performance was similar to the required services of this RFA. The information may be shown on Exhibit 5 or in a similar manner.

##### As part of the evaluation process, the Department may contact the Applicant’s references, including references not listed or identified within the Applicant’s application but who have current or previous experiences with the Applicant.

##### The Applicant shall agree and understand that the Department is not obligated to contact the Applicant’s references.

## Evaluation of Expertise of Applicant’s Personnel

### The qualifications of the personnel proposed by the Applicant to perform the requirements of this RFA, whether from the Applicant’s organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the Applicant should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

#### The Applicant should provide the information requested on Exhibit 6 for each key person proposed to provide the services required herein. If additional personnel resources are available, the Applicant may provide information for such personnel by completing Exhibit 7.

##### The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFA.

###### The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the Department.

#### If personnel are not yet hired, the Applicant should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

#### The Applicant should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the application, the Department reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

## The Applicant shall complete and submit Exhibit 8, Miscellaneous Information regarding services being performed at sites outside the United States.

## The Applicant must be in compliance with the laws regarding conducting business in the State of Missouri. The Applicant 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:

### Registration of business name (if applicable) with Secretary of State at <https://www.sos.mo.gov/business/startBusiness.asp>.

### Certificate of authority to transact business/certificate of good standing (if applicable)

### Taxes (e.g., city/county/state/federal)

### State and local certifications (e.g., professions/occupations/activities)

### Licenses and permits (e.g., city/county license, sales permits)

### Insurance (e.g., worker’s compensation/unemployment compensation)

## Evaluation of Method of Performance

### Applications will be subjectively evaluated based on the Applicant’s distinctive plan for performing the requirements of the RFA. Therefore, the Applicant should present a written narrative that demonstrates the method or manner in which the Applicant proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

### Method of Performance - Exhibit 9 is provided for the Applicant’s use in providing information about the proposed method of performance. The Applicant should present a detailed description of all products and services proposed in the response to this RFA. It is the Applicant's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the application to insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

### The Applicant may submit preprinted marketing materials with the application. However, the Applicant is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the Applicant. The Applicant is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

#### It is the Applicant’s responsibility to provide detailed information about how the item application meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the Applicant should provide detailed information to ensure that the product meets the state’s mandatory requirements. In the event this information is not submitted with the application, the procurement staff may, but is not required to, seek written clarification from the Applicant to provide assurance that the product application meets specifications.

### It is the Applicant’s responsibility to submit an application that meets all mandatory specifications stated herein. The Applicant should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the RFA. Any deviation from a mandatory requirement may render the application non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

#### A descriptive brochure may not be acceptable as clear identification of deviations from the written specification.

### The Applicant should also provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of service personnel to management and to support personnel should be clearly illustrated.

## Evaluation of Cost

### The cost evaluation shall be based on the Pricing Page Analysis, Exhibit 1.

#### The evaluation of cost will include the original period.

#### Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lowest Responsive Applicant’s Price | X | Maximum Cost Evaluation points (100) | = | Applicant’s Assigned Cost Points |
| Applicant’s Price |

### The Applicant shall complete and return the Price Analysis, Exhibit 1 or present the same information in a similar format.

## Any pricing information submitted by an Applicant shall be subject to evaluation if deemed by the Department to be in its best interest.

## Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to Applicants including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

### In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:

#### The Applicant must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of $5,000 or 2% of the total dollar value of the contract for purchases not exceeding $10 million.

#### The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop are utilized, to any extent, in the Applicant’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

#### If the Applicant is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the Applicant must provide the requested information with the bid.

#### A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the bid containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars ($5,000) of the total contract value of bids for purchases not exceeding ten (10) million dollars.

### Where the commitment in the bid exceeds the minimum level set forth in section 34.165, RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the bid (which in the formula will be expressed as a number [Applicant’s Commitment Number below], not as a percentage) times two and one-half (2.5) points:

Applicant’s Commitment Number x 2.5 points = Awarded Points

Examples: A commitment of three percent (3%) would be calculated as: 3 x 2.5 points = 7.5 awarded points. A commitment of five and one-half percent (5.5%) would be calculated as: 5.5 x 2.5 points = 13.75 awarded points. If, instead of a percentage, a Applicant’s bid lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the Applicant’s total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

#### Participation Commitment – The Applicant must complete Exhibit 10, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the Applicant submitting the bid is an organization for the blind or sheltered workshop, the Applicant must be listed in the appropriate table on the Participation Commitment Form.

#### Documentation of Intent to Participate – The Applicant must either provide a properly completed Exhibit 11 Documentation of Intent to Participate Form or must provide a letter of intent recently signed by the proposed Organization for the Blind or Sheltered Workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

#### NOTE: If the Applicant submitting the bid is an organization for the blind or sheltered workshop, the Applicant is not required to complete Exhibit 11, Documentation of Intent to Participate Form or provide a letter of intent.

### The following websites provide information regarding Missouri sheltered workshops:

#### Listing of Missouri Sheltered Workshops: <http://dese.mo.gov/special-education/sheltered-workshops/directories>

#### Missouri Sheltered Workshop Products/Services Locator: <http://moworkshops.org/services.html>

### The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

### Commitment – If the Applicant’s bid is awarded, the organization for the blind or sheltered workshop participation committed to by the Applicant on Exhibit 10, Participation Commitment, shall be interpreted as a contractual requirement.

## Service-Disabled Veteran Business Enterprises (SDVEs) Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the state agency has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to Applicants including products and/or services manufactured, produced or assembled by a qualified SDVE.

### In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

#### The Applicant must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.

#### The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the Applicant’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

#### In order to be considered for the bonus point preference the SDVEs must be qualified by the bid opening date (the date the response is due). (See below for the definition of an SDVE.)

### In order to receive evaluation consideration for participation by an SDVE, the Applicant must provide the following information with the bid:

#### Participation Commitment - The Applicant must complete Exhibit 10, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the Applicant submitting the bid is a qualified SDVE, the Applicant must be listed in the appropriate table on the Participation Commitment Form.

#### Documentation of Intent to Participate – The Applicant must either provide a properly completed Exhibit 11, Documentation of Intent to Participate Form or must provide a letter of intent recently signed by the proposed SDVE which.

### Commitment – If awarded a contract, the SDVE participation committed to by the Applicant on Exhibit 10, Participation Commitment, shall be interpreted as a contractual requirement.

### Definition - Qualified SDVE:

#### In order to be considered a qualified SDVE for purposes of this IFB, the SDVE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the bid opening date;

#### SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;

#### SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;

#### SDVE has the management and daily business operations controlled by one (1) or more SDVs; and

#### SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

## Pursuant to 34.060 RSMo, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

## Award Process:

### Any award of a contract shall be made by notification from the Department to the successful Applicant.

### The Department will officially notify Applicants not receiving a contract in writing. The only official position of the Department will be issued in writing and signed by the Director of Administration (or designated representative) of the Missouri Department of Health and Senior Services. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

### Contracts will be awarded on a competitive basis with the lowest and best application receiving an award.  Based on the availability of funds, additional awards shall be made to the next lowest and best application(s).

### In the event all Applicants fail to meet the same mandatory requirement in an RFA, the Department reserves the right, at its sole discretion, to waive that requirement for all Applicants and to proceed with the evaluation.

### The Department reserves the right to reject any and all applications.

### Any application award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).

### The final determination of contract award(s) shall be made by Department.

**1. GENERAL**

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

**2. CONTRACTOR’S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT**

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

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

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

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

2.3.2 Collecting a certification from that person; or

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

**3. CONTRACTOR’S CERTIFICATION REGARDING LOBBYING**

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

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

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

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

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

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

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

**4. CONTRACTOR’S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor’s premises or off the Contractor’s premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

 Missouri Department of Health and Senior Services

 Division of Administration, Grants Accounting Unit

 P.O. Box 570

 920 Wildwood Drive

 Jefferson City, Missouri 65102-0570

**5. CONTRACTOR’S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

**6. CONTRACTOR’S CERTIFICATION REGARDING NON-DISCRIMINATION**

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

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

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

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

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

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

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

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

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

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

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

**7. CONTRACTOR’S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS**

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

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

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

**8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT**

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

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 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 following special conditions.

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

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

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

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

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

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

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.

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

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

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

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

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

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

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

1.11 The Contractor shall provide its Unique Entity Identifier (UEI) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

1.12 Equipment

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

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

**REFERRAL NOTIFICATION**

Participant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DCN or DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nursing Facility Admission Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Check those that apply below:*

Options Counseling Services were not provided: \_\_\_\_\_\_

Options Counseling Services have been provided but LOC assessment is not indicated: \_\_\_\_\_\_

Participant is not interested in transition services: \_\_\_\_\_\_

If additional space is needed for explanation (beyond information in the MFP system):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Options Counselor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTE: SEND TO THE DSDS MFP REGIONAL COORDINATOR

**Nursing Home Referrals for Community Options Counseling**

Referral received for: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date referral was received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Community Options Counseling Services**

Community Options Counseling was provided on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Community Options counseling services will not be provided:

\_\_\_\_ Individual has an active discharge plan in place and has not resided in the nursing home for 90 days (minus the Medicare rehab days)

\_\_\_\_ Individual has a legal guardian who has refused Options Counseling services

**Money Follows the Person (MFP) Transition Coordination Services**

\_\_\_\_ Individual is not eligible for MFP transition coordination services

\_\_\_\_ Individual is not recommended for MFP transition coordination services

\_\_\_\_ Individual does not want transition coordination services

\_\_\_\_ Individual has a legal guardian who has refused MFP transition coordination services

\_\_\_\_ Individual will be referred to DSDS for a Level of Care (LOC) assessment. This is the first step in the approval process for MFP transition coordination services. It can take many months to finalize the transition plan.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

Options Counselor/Agency Telephone Number Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nursing Home Representative Date

**Money Follows the Person Monthly Contact**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

Location of visit: Home \_\_\_\_ Other \_\_\_\_ Description of other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Medical/Mental Health**

Inquire if there have been any changes to health/mental health since the last visit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If there has been a change in health/mental health explore if any services are needed to address such.

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Inquire if any medical/mental health appointments were missed since the last visit. Explore why the appointment(s) was missed (i.e. transportation issues, cost etc) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Inquire if the doctor/mental health provider prescribed/recommended any new medication(s), treatment(s), therapy.

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Discuss prescribed medications and if there is an adequate supply on hand \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Substance/Drug Abuse** (if this is an issue for the MFP participant)

Inquire if there has been any alcohol or drug use since the last visit. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Inquire if community services were accessed or if they are needed and if there are barriers to such (i.e. transportation, cost etc) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Personal Care Assistance** (if the participant is receiving such)

Inquire if the attendant showed up as planned and if there were any issues/concerns. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Inquire if additional services are needed. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Assistive Technology** (if the participant utilizes such)

Inquire if the participant is utilizing their assistive technology and if there are any concerns or if additional equipment is needed. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Critical Incidents**

Inquire if there were any emergency room visits, hospitalizations, institutionalizations, or critical incidents since the last visit. **NOTE: This information will need to be entered into the MFP web based system. Obtain dates.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Emergency Contacts**

Inquire if the individual needed to contact anyone for assistance and if there was any difficulty reaching one of their emergency contacts. **Inquire if the emergency contact information needs to be updated.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Social/Leisure Activities**

Inquire how the participant spends their day and if there is interest in establishing/adding activities to their routine. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Employment/Volunteer Activities**

Inquire if the participant is interested in employment/volunteer activities or how those activities are going in the participant is already involved with such. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Financial**

Inquire if there has been a change in the participant’s finances. Are they able to meet their monthly expenses? Do they have a spend down to meet and are they able to meet such? Do they have sufficient food? **NOTE: During times of extreme weather (hot or cold) it is important to ensure there are no difficulties with the utility bills.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Overall Satisfaction**

How would they describe their overall feeling about their transition? What has improved? Are there any concerns which were not already discussed?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

MFP Participant Date

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Transition Specialist Date

**Please complete if someone visited you in the nursing home to discuss your options for possibly living in the community.**

1. Please rate your understanding of options that were discussed for living independently in the community.

 Excellent Good Fair Poor

1. Did you receive information regarding community options and community resources? Yes No
2. Did you have enough time to ask questions?

 Yes No

1. Did you have enough time to discuss your options for living independently in the community?

 Yes No

1. Were all of you questions answered?

 Yes No

1. Please rate your overall experience:

 Excellent Good Fair Poor

**To be completed only if you currently reside in the community.**

1. Prior to returning to the community, were there enough services and supports (for example: In Home Services, Transportation, Home Delivered Meals, etc.) in place to help you to remain living independently in the community?

Yes No

1. Please rate your overall satisfaction with your transition to the community

 Excellent Good Fair Poor

Please explain your answer:

**QUALITY IMPROVEMENT FORM**

Date of Incident (if applicable): \_\_\_\_\_\_\_\_\_ Region: \_\_\_\_\_\_\_\_\_\_

Is the complaint regarding Option Counseling ⁭ Transition Coordination ⁭

Reporter’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone Number: \_\_\_\_\_\_\_\_\_\_\_

Reporter’s Relationship to Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_ DCN: \_\_\_\_\_\_\_\_\_\_ Telephone Number: \_\_\_\_\_\_\_\_\_

Contractor’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alleged Employee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Nature of Complaint**

**Please describe in detail how the complaint was resolved**

**Signature of Contractor Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BUREAU OF HOME AND COMMUNITY BASED SERVICES USE**

Resolution Reviewed: Yes ⁭ No ⁭

HCBS Representative Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  **Subrecipient Annual Financial Report** |

 |
| 1. Contractor Name and Complete Address |
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|   |
| 2. Contract Number | 3. Contract Period (MM/DD/YY) | 4. Contractor IdentifyingNumber (optional) |
|   | From:  | To:  |
|   |   |   |
| 5. UEI Number | 6. EIN | 7. Report Type |
|   |   | C:\Users\walkej5\AppData\Local\Temp\msohtmlclip1\01\clip_image003.pngC:\Users\walkej5\AppData\Local\Temp\msohtmlclip1\01\clip_image004.png |
| **8. Transactions** |
| **Contract Expenditures:** |
|  8a. Total contract funds authorized:  |   |
|  8b. Total expenditures:  |   |
|  8c. Unspent balance of contract funds (line a minus b): | $0.00  |
| **Match Requirements (if required by the contract):** |
| 8d. Total match required: |   |
| 8e. Total match expenditures: |   |
| 8f. Remaining match to be provided (line d minus e): | $0.00  |
| 9. Remarks: Attach any explanations deemed necessary.  |
|  |
| **10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).** |
| 11a.Typed or Printed Name and Title of Authorized Certifying Official of the Contractor | 11b.Telephone (Including Area Code) | 11c.Email Address |
|   |   |   |
|   |
| 11d. Signature of Authorized Certifying Official of the Contractor | 11e. Date Report Submitted (MM/DD/YY) |
|   |   |
| MO 580-3091 (3-2022)  |  |  |  |  |  |  |

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| **Options Counseling/Transition Coordination Monthly Report** |
| **Note: If services are provided in a month following the referral month, the participant will be listed on multiple monthly reports.** |
|   |
| Participant Name | DCN | Date Referred | Date counseling session scheduled | List reason for delay if session not scheduled within 3 working days | Date counseling session held  | List reason for delay if session not held within 10 working days  | Was the participant referred for MFP services? Yes or No | Transition Date | 6 months post transition date | 12 months post transition date |
|   |   |   |   |   |   |   |   |   |   |   |
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|  | MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICESDIVISION OF SENIOR AND DISABILITY SERVICESOPTION COUNSELING / MFP INVOICE | Invoice Number       |
| *Bill to:*DEPARTMENT OF HEALTH AND SENIOR SERVICESDIVISION OF SENIOR AND DISABILITY SERVICESATTENTION: SHOMARI ROZIERPO BOX 570JEFFERSON CITY, MO 65102-0570 |
| PROVIDER NAME      |
| ADDRESS (STREET, CITY, STATE, ZIP)      |
| DHSS PROVIDER NUMBER      | NO. OF PAGES ATTACHED      | SERVICE DELIVERY PERIOD (MM/DD/YY – MM/DD/YY)       |  INVOICE DATE (MM/DD/YY)      |
|  |
| **Service** |  | **Units** | **Rate** | **Amount due** |
| Transition to Community |  |  |  |  |
| Community residence for 6 months |  |  |  |  |
| Community residence for 12 months |  |  |  |  |
| Option Counseling |  |  |  |  |
| The client list(s) must be attached to this invoice. TOTAL UNITS BILLED |       |
| TOTAL AMOUNT DUE | $      |
| I certify the units billed were delivered in compliance with all Home and Community Based Services requirements and that payment was not received from any other funding source. |
| SIGNATURE | SIGNATURE DATE (MM/DD/YY)      |

## **1. Business Associate Provisions**

### 1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the Contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The Contractor constitutes a “Business Associate” of the state agency. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

### 1.1.1 The Contractor agrees 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:

##### a. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

##### b. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.

##### c. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Contractor.

##### d. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.

##### e. “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

##### f. “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

##### g. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

##### h. “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).

##### i. “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.

##### j. “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:

##### - (i) Except as provided in paragraph (b) 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.

##### - (ii) 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.

##### k. “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.

##### l. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

##### m. “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.

#### 1.1.2 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.

#### 1.1.3 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, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

#### 1.1.4 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). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

### 1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

#### 1.2.1 The Contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

#### 1.2.2 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.

#### 1.2.3 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.

#### 1.2.4 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.

#### 1.2.5 If the disclosure is required by law, the Contractor may disclose Protected Health Information to carry out the legal responsibilities of the Contractor.

#### 1.2.6 If applicable, the Contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

#### 1.2.7 The Contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.

#### 1.2.8 The Contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency’s minimum necessary policies and procedures.

### 1.3 Obligations and Activities of the Contractor:

#### 1.3.1 The Contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

#### 1.3.2 The Contractor shall use appropriate administrative, physical and technical 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:

##### a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

##### b. Policies and procedures implemented by the Contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

##### c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

##### d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

##### e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

#### 1.3.3 With respect to Electronic Protected Health Information, the Contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that Contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

#### 1.3.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the Contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the Contractor agrees to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information.

#### 1.3.5 By no later than ten (10) calendar days after 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 HIPAA Rules and the contract.

#### 1.3.6 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.

#### 1.3.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual’s right of access, the Contractor shall, within five (5) calendar days following a 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.

#### 1.3.8 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.

#### 1.3.9 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.

#### 1.3.10 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.

#### 1.3.11 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 the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

#### 1.3.12 The Contractor’s reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter “incident”):

##### a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the Contractor;

##### b. The electronic address of any individual who has specified a preference of contact by electronic mail;

##### c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

##### d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

##### e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

#### 1.3.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the Contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

#### 1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

#### 1.3.15 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.

#### 1.3.16 The Contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the Contractor or its employee(s), agent(s) or subcontractor(s). The Contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney’s fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA’s Administrative Simplification Rules, arising from or in connection with the Contractor’s negligent or wrongful actions or inactions or violations of this Agreement.

### 1.4 Obligations of the State Agency:

#### 1.4.1 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.

#### 1.4.2 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.

#### 1.4.3 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.

#### 1.4.4 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.

### 1.5 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.

##### 1.5.1 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.

### 1.6 Breach of Contract – In the event the Contractor is in breach of contract with regard to the business associate provisions included herein, the Contractor agrees 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 Department 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**

**PRICING PAGE ANALYSIS**

The Applicant shall provide a firm fixed price for the original contract period and a maximum price per year for each potential renewal period for providing all services in accordance with the provisions and requirements of the RFA. All costs associated with providing the required services (including, but not limited to, startup, administration, overhead, personnel, support materials, equipment, and supplies) shall be included in the stated price(s). Renewal prices are not guaranteed and will be subject to available funding. The Applicant may bid on any or all regions. The Applicant must provide pricing for all services in that Region.

## A survey of past and current contractors indicates the average cost of transition per participant is $3,500.00 for the initial transition, six (6) month community residence home visit follow-up and twelve (12) month community residence home visit follow-up.

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| **Region 2. A - Jefferson County** |
| **Contract Period** | **Options Counseling****Guaranteed Not-To-Exceed Firm-Fixed-Price** (not to exceed $300 per participant)  | **Initial Transition****Guaranteed Not-To-Exceed Firm-Fixed-Price**(not to exceed $2,250 per participant) | **Community Resident for Six (6) Successful Months** **Guaranteed Not-To-Exceed Firm-Fixed-Price** (not to exceed $850 per participant) | **Community Resident for Twelve (12) Successful Months Guaranteed Not-To-Exceed Firm-Fixed-Price** (not to exceed $850 per participant) |
| Original Contract Period: Date of Award through 12/31/24 | $\_\_\_\_\_\_\_\_\_\_\_per participant | $\_\_\_\_\_\_\_\_\_\_\_per participant | $\_\_\_\_\_\_\_\_\_\_\_per participant | $\_\_\_\_\_\_\_\_\_\_\_per participant |

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| **Region 2. B – Bollinger, Cape Girardeau, Mississippi, Perry, Scott Counties** |
| **Contract Period** | **Options Counseling****Guaranteed Not-To-Exceed Firm-Fixed-Price** (not to exceed $300 per participant)  | **Initial Transition****Guaranteed Not-To-Exceed Firm-Fixed-Price**(not to exceed $2,250 per participant) | **Community Resident for Six (6) Successful Months** **Guaranteed Not-To-Exceed Firm-Fixed-Price** (not to exceed $850 per participant) | **Community Resident for Twelve (12) Successful Months Guaranteed Not-To-Exceed Firm-Fixed-Price** (not to exceed $850 per participant) |
| Original Contract Period: Date of Award through 12/31/24 | $\_\_\_\_\_\_\_\_\_\_\_per participant | $\_\_\_\_\_\_\_\_\_\_\_per participant | $\_\_\_\_\_\_\_\_\_\_\_per participant | $\_\_\_\_\_\_\_\_\_\_\_per participant |

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| **Region 2. C – Dunklin, New Madrid, Pemiscot, Stoddard Counties** |
| **Contract Period** | **Options Counseling****Guaranteed Not-To-Exceed Firm-Fixed-Price** (not to exceed $300 per participant)  | **Initial Transition****Guaranteed Not-To-Exceed Firm-Fixed-Price**(not to exceed $2,250 per participant) | **Community Resident for Six (6) Successful Months** **Guaranteed Not-To-Exceed Firm-Fixed-Price** (not to exceed $850 per participant) | **Community Resident for Twelve (12) Successful Months Guaranteed Not-To-Exceed Firm-Fixed-Price** (not to exceed $850 per participant) |
| Original Contract Period: Date of Award through 12/31/24 | $\_\_\_\_\_\_\_\_\_\_\_per participant | $\_\_\_\_\_\_\_\_\_\_\_per participant | $\_\_\_\_\_\_\_\_\_\_\_per participant | $\_\_\_\_\_\_\_\_\_\_\_per participant |

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| **Region 3 – St. Louis City, St. Louis County** |
| **Contract Period** | **Options Counseling****Guaranteed Not-To-Exceed Firm-Fixed-Price** (not to exceed $300 per participant)  | **Initial Transition****Guaranteed Not-To-Exceed Firm-Fixed-Price**(not to exceed $2,250 per participant) | **Community Resident for Six (6) Successful Months** **Guaranteed Not-To-Exceed Firm-Fixed-Price** (not to exceed $850 per participant) | **Community Resident for Twelve (12) Successful Months Guaranteed Not-To-Exceed Firm-Fixed-Price** (not to exceed $850 per participant) |
| Original Contract Period: Date of Award through 12/31/24 | $\_\_\_\_\_\_\_\_\_\_\_per participant | $\_\_\_\_\_\_\_\_\_\_\_per participant | $\_\_\_\_\_\_\_\_\_\_\_per participant | $\_\_\_\_\_\_\_\_\_\_\_per participant |

**EXHIBIT 2**

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**

**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

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

BOX A: To be completed by a non-business entity as defined below.

BOX B: To be completed by a business entity who has not yet completed and submitted

documentation pertaining to the federal work authorization program as described at <http://www.dhs.gov/files/programs/gc_1185221678150.shtm>.

BOX C: To be completed by a business entity who has current work authorization documentation on file with Missouri state agency including Division of Purchasing and Materials Management.

**Business entity,** as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, Applicants, 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.

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| **BOX A – CURRENTLY NOT A BUSINESS ENTITY** |

 I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

* I am a self-employed individual with no employees; **OR**
* The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under RFA 2407 (Application Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health & Senior Services with all documentation required in Box B of this exhibit.

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| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Authorized Representative’s Name |  | Authorized Representative’s Signature |

(Please Print)

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company Name (if applicable) |  | Date |

**EXHIBIT 2, continued**

|  |
| --- |
| **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 |  | Authorized Business Entity Representative’s Signature |

(Please Print)

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Business Entity Name  |  | Date |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
| E-Mail Address  |  |  |

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

* Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/files/programs/gc_1185221678150.shtm>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
* Provide documentation affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the Applicant’s/Contractor’s name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Applicant’s/Contractor’s name and the MOU signature page completed and signed, at minimum, by the Applicant/Contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Applicant’s/Contractor’s name and company ID, then no additional pages of the MOU must be submitted.; AND
* Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT 2, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am

 (DAY)(MONTH, YEAR)

commissioned as a notary public within the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of

 (NAME OF COUNTY)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and my commission expires on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(NAME OF STATE) (DATE)

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature of Notary |  | Date |

**EXHIBIT 2, continued**

***(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the Department. 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 Applicant’s name and the MOU signature page completed and signed by the Applicant 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 **Application/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(if known) |
|  |  |  |  |  |
|  | Authorized Business Entity Representative’s Name (Please Print) |  | Authorized Business EntityRepresentative’s Signature |  |
|  |  |  |  |  |
|  | E-Verify MOU Company ID Number |  | E-Mail Address |  |
|  |  |  |  |  |
|  | Business Entity Name |  | Date |  |
|  |  |  |  |  |
| **FOR STATE USE ONLY** |  |  |  |
| Documentation Verification Completed By: |  |  |  |
|  |  |  |  |  |
|  | Procurement Staff |  | Date |  |
|  |

**EXHIBIT 3**

**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

**Statutory Requirement:** Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

**Exceptions:** The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

**Company -** any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

**Boycott Israel** and **Boycott of the State of Israel -** engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

**Certification:** The Applicant must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

|  |
| --- |
| **BOX A**: To be completed by an Applicant that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”**BOX B**: To be completed by an Applicant that meets the definition of “Company” but has less than ten employees.**BOX C**: To be completed by an Applicant that meets the definition of “Company” and has ten or more employees. |

**EXHIBIT 3, continued**

**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

|  |
| --- |
| **BOX A – NON-COMPANY ENTITY** |
|  I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity’s business status changes during the life of the contract to become a “company” as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.  |
|  |  |  |  |  |
|  | Authorized Representative’s Name (Please Print) |  | Authorized Representative’s Signature |  |
|  |  |  |  |  |
|  | Entity Name  |  | Date |  |

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| --- |
| **BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES** |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time. |
|  |  |  |  |  |
|  | Authorized Representative’s Name (Please Print) |  | Authorized Representative’s Signature |  |
|  |  |  |  |  |
|  | Company Name |  | Date |  |

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| **BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES** |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract. |
|  |  |  |  |
|  | Authorized Representative’s Name (Please Print) |  | Authorized Representative’s Signature |
|  |  |  |  |
|  | Company Name |  | Date |

# EXHIBIT 4

**APPLICANT INFORMATION**

#### The Applicant should provide the following information about the Applicant’s organization:

#### Provide a brief company history, including the founding date and number of years in business as currently constituted.

#### Describe the nature of the Applicant’s business, type of services performed, etc. Identify the Applicant’s website address, if any.

#### Provide a list of and a short summary of information regarding the Applicant’s current contracts/clients.

#### List, identify, and provide reasons for each contract/client gained and lost in the past 2 years.

#### Provide a list of any pending and/or founded litigation for fraud by the company and/or any key personnel in the last ten years.

#### Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

**EXHIBIT\_5**

**CURRENT/PRIOR EXPERIENCE**

The Applicant should copy and complete this form documenting the Applicant and subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the Applicant is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

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| --- |
| **Applicant Name or Subcontractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Reference Information (Current/Prior Services Performed For:)** |
| Name of Reference Company: |  |
| Address of Reference Company* Street Address
* City, State, Zip
 |  |
| Reference Contact Person Information:* Name
* Phone #
* E-mail Address
 |  |
| Dates of Services: |  |
| If service/contract has terminated, specify reason: |  |
| Dollar Value of Services |  |
| Description of Services Performed |  |

**EXHIBIT\_6**

**EXPERTISE OF KEY PERSONNEL**

(Copy and complete this table for each key person proposed**)**

| **Title of Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| --- |
| **Name of Person**: |  |
| Educational Degree (s): include college or university, major, and dates |  |
| License(s)/Certification(s), #(s), expiration date(s), if applicable: |  |
| Specialized Training Completed. Include dates and documentation of completion: |  |
| # of years experience in area of service proposed to provide: |  |
| Describe person’s relationship to Applicant. If employee, # of years. If subcontractor, describe other/past working relationships |  |
| Describe this person’s responsibilities over the past 12 months. |  |
| Previous employer(s), positions, and dates |  |
| Identify specific information about experience in:  | Clearly identify the experience, provide dates, describe the person’s role and extent of involvement in the experience |
| * Public Housing Authorities.
 |  |
| * Coordinating with divisions on Home Community Based Services.
 |  |
| * Working with Social Security Administration.
 |  |
| * Case management experience.
 |  |

**Staffing Methodology**

|  |  |
| --- | --- |
| Describe the person’s planned duties/role proposed herein: |  |
| Specify the approximate number of hours per month this person is proposed for services |  |

**EXHIBIT 7**

**EXPERTISE OF PERSONNEL**

|  |  |
| --- | --- |
| **Personnel** | **Background and Expertise of Personnel and Planned Duties** |
| 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Title)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Proposed Role/Function) |  |
| 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Proposed Role/Function) |  |
| 3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Proposed Role/Function) |  |
| 4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Proposed Role/Function) |  |
| 5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Proposed Role/Function) |  |
| 6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Proposed Role/Function) |  |

**EXHIBIT 8**

**MISCELLANEOUS INFORMATION**

If any products and/or services offered under this RFA are being manufactured or performed at sites outside the United States, the Applicant MUST disclose such fact and provide details in the space below or on an attached page.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Are any of the Applicant’s proposed products and/or services being manufactured or performed at sites outside the United States? | Yes | \_\_\_\_ | No | \_\_\_\_ |
| If YES, do the proposed products/services satisfy the conditions described in section 4 1., 2., 3., or 4. of Executive Order 04-09? (see the  following web link: <http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp>) | Yes | \_\_\_\_ | No | \_\_\_\_ |
| If YES, mark the appropriate exemption below, and provide the requested details:\_\_\_\_ 1. Unique good or service.  * EXPLAIN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_ 2. Foreign firm hired to market Missouri services/products to a foreign country.* Identify foreign country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_ 3. Economic cost factor exists* EXPLAIN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_ 4. Applicant/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.  * Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: \_\_\_%
* Specify what contract work would be performed outside the United States: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 |

## Employee Application/Conflict of Interest:

|  |
| --- |
| Applicants who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the Applicant or any owner of the Applicant’s organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information: |
| Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof: |  |
| If employee of the State of Missouri or political subdivision thereof, provide name of Department or political subdivision where employed: |  |
| Percentage of ownership interest in Applicant’s organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof: | \_\_\_\_\_\_\_\_\_\_% |

**EXHIBIT 8, continued**

**MISCELLANEOUS INFORMATION**

## Registration of Business Name (if applicable) with the Missouri Secretary of State

The Applicant should indicate the Applicant’s charter number and company name with the Missouri Secretary of State.  Additionally, the Applicant should provide proof of the Applicant’s good standing status with the Missouri Secretary of State. If the Applicant is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

|  |  |
| --- | --- |
| ***Charter Number (if applicable)*** | ***Company Name*** |
| If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption: |

**EXHIBIT 9**

**METHOD OF PERFORMANCE**

The Applicant should present a written plan for performing the requirements specified in this RFA. In presenting such information, the Applicant should specifically address, submit, or describe each of the following issues:

1. The Applicant should submit a detailed outline of how your organization would transition an individual using a person centered approach.
2. The Applicant shall develop and provide a copy of the form to be discussed during the Community Option Counseling session. At a minimum, the list of topics on the form must address the following issues:

### Finances

### Housing Options

1. Support System
2. Service availability to address identified needs regardless of the funding source (i.e., private pay, Medicaid funded services or other services available to Older Americans or individuals with disabilities)
3. A signature line for the participant, including printed name, signature, and date.
4. The Applicant shall develop and provide a copy of the resource information list for each covered county within the region that will be left with participants upon completion of a Community Option Counseling session. The resource list shall include, but is not limited to:

#### Housing resources available to the participant;

#### Emergency services contact information (local EMT services, fire services, police services, etc.);

#### Local physicians’ offices and clinics for medical care;

#### Local food resources, including food pantries, Samaritan Centers, etc.;

#### Transportation services available;

#### Shopping resources; and

#### Local senior centers, Area Agency on Aging (AAA), and Center for Independent Living (CIL).

#### If the Applicant’s agency has ever been investigated for fraud by Missouri Medicaid Audit and Compliance (MMAC) or any other investigative authority the Applicant shall submit documentation describing the nature of the complaint, findings, and resolution if your agency has ever been investigated for fraud by Missouri Medicaid Audit and Compliance (MMAC) or any other investigative authority.

**EXHIBIT 9, continued**

**METHOD OF PERFORMANCE**

#### Organizational Chart - The Applicant should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.

#### The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the Applicant’s organization.

#### Along with a detailed organizational chart, the Applicant should describe the following:

#### How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.

#### Total Personnel Resources - The Applicant should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the Applicant has other ongoing contracts that also require personnel resources, the Applicant should document how sufficient resources will be provided to the Department.

#### Economic Impact to Missouri - the Applicant should describe the economic advantages that will be realized as a result of the Applicant performing the required services. The Applicant should respond to the following:

#### Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

#### Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

#### Provide a description of the company’s economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

**EXHIBIT 10**

**PARTICIPATION COMMITMENT**

**Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment** – If the Applicant is committing to participation by or if the Applicant is a qualified organization for the blind/sheltered workshop and/or a qualified SDVE, the Applicant must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the Applicant’s bid.

| **Organization for the Blind/Sheltered Workshop Commitment Table** |
| --- |
| * The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.
* The Applicant must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of $5,000 or 2% of the total dollar value of the contract for purchases not exceeding $10 million.
* The Applicant may propose more than one organization for the blind/sheltered workshop as part of the Applicant’s total committed participation. However, the services performed or products provided must still meet the requirements noted herein.
 |
| **Name of Organization for the Blind or Sheltered Workshop Proposed** | **Committed Participation**($ amount or % of total value of contract) | **Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop***The Applicant should also include the paragraph number(s) from the RFA which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.* |
| 1. | **%** | Product/Service(s) proposed: |
| RFA Paragraph References: |
| 2. | **%** | Product/Service(s) proposed: |
| RFA Paragraph References: |
| **Total Blind/Sheltered Workshop Percentage:**  | **%** |  |

**EXHIBIT 10, (continued)**

**PARTICIPATION COMMITMENT**

| **SDVE Participation Commitment Table** |
| --- |
| * The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.
* The Applicant must either be an OEO-certified SDVE or must be proposing to utilize an OEO-certified SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
* The Applicant may propose more than one OEO-certified SDVE as part of the Applicant’s total committed participation. However, the services performed or products provided must still meet the requirements noted herein.

. |
| **Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed** | **Committed Percentage of Participation for Each SDVE**(% of the Actual Total Contract Value) | **Description of Products/Services to be Provided by Listed SDVE***The Applicant should also include the paragraph number(s) from the RFA which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.* |
| 1. | % | Product/Service(s) proposed: |
| RFA Paragraph References: |
| 2. | % | Product/Service(s) proposed: |
| RFA Paragraph References: |
| **Total SDVE Percentage:**  | **%** |  |

EXHIBIT 11

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the Applicant is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFA, the Applicant must either provide this Exhibit or letter of intent, recently signed by each organization documenting the following information with the Applicant’s bid.

*~ Copy This Form For Each Organization Proposed ~*

|  |  |
| --- | --- |
| Applicant Name: |  |

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the Applicant identified above.*

|  |
| --- |
| Indicate appropriate business classification(s): |
|  | Organization for the Blind |  | Sheltered Workshop |  | SDVE |

|  |  |
| --- | --- |
| Name of Organization: |  |
| (Name of Organization for the Blind or Sheltered Workshop or SDVE) |
| Contact Name: |  | Email: |  |
| Address (If SDVE, provide MO Address): |  | Phone #: |  |
| City: |  | Fax #: |  |
| State/Zip: |  | Certification # |  |
| SDVE’s WebsiteAddress: |  | Certification Expiration Date: | (or attach copy of certification) |
| Service-Disabled Veteran’s (SDV) Name: |  | SDV’s Signature: |  |

(Please Print)

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you *(as the participating organization)* have agreed to provide:

|  |
| --- |
|  |
|  |

**Authorized Signature:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| *Authorized Signature of Participating Organization**(Organization for the Blind Sheltered Workshop or SDVE)* |  | *Date* |

**EXHIBIT 11 (continued)**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

**DEFINITION – QUALIFIED SDVE:**

The following definitions shall be used in determining whether an individual, business, or organization qualifies as an SDVE:

* In order to be considered a qualified SDVE for purposes of this IFB, the Applicant must be certified as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the IFB opening date.
* Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
* Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans’ affairs.);
* Having the management and daily business operations controlled by one (1) or more SDVs; and
* Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

|  |
| --- |
| **SDVE Preference Response: The vendor should check the appropriate statement below indicating whether the Applicant is an OEO certified SDVE at the time of the IFB opening date. If neither statement is checked, the Applicant will not be eligible for SDVE preference consideration.** |

* No, the Applicant submitting the response to the IFB is not an OEO-certified SDVE at the time of the response opening date. (Not eligible for SDVE preference)
* Yes, the Applicant submitting the response to the IFB is an OEO-certified SDVE at the time of the response opening date. (Eligible for SDVE preference)

STATE OF MISSOURI

DEPARTMENT OF HEALTH AND SENIOR SERVICES

### **TERMS AND CONDITIONS**

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

**1. APPLICABLE LAWS AND REGULATIONS**

a. The contract shall be construed according to the laws of the State of Missouri (state). The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and the state.

c. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

d. The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

1. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
2. The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**2. INVOICING AND PAYMENT**

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.

b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

c. The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.

d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.

e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the Contractor's expense.

f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.

g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

**3. DELIVERY**

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

**4. INSPECTION AND ACCEPTANCE**

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. The State of Missouri reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

**5. CONFLICT OF INTEREST**

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

**6. WARRANTY**

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

**7. REMEDIES AND RIGHTS**

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

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

**8. CANCELLATION OF CONTRACT**

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

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

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

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

**9. BANKRUPTCY OR INSOLVENCY**

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

**10. INVENTIONS, PATENTS AND COPYRIGHTS**

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

**11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

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

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

b. The identification of a person designated to handle affirmative action;

c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

d. The exclusion of discrimination from all collective bargaining agreements; and

e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

**12. AMERICANS WITH DISABILITIES ACT**

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

13. FILING AND PAYMENT OF TAXES

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

1. **COMMUNICATIONS AND NOTICES**

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