

**STATE OF MISSOURI**

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

**REQUEST FOR APPLICATION (RFA)**

**RFA NO.: 2504 PROCUREMENT STAFF: Janett Walker**

**TITLE: Dental Works to Provide Care in Long Term Care Facilities PHONE NO.: (573) 751-6032**

**ISSUE DATE: December 24, 2024 E-MAIL: Janett.Walker@health.mo.gov**

**RETURN APPLICATION NO LATER THAN: January 31, 2025 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 August 31, 2025**

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

**Missouri Department of Health and Senior Services**

**Office of Dental Health**

**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 Dental Works to Provide Care in Long Term Care Facilities as set forth herein. The Missouri Department of Health and Senior Services, Office of Dental Health (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 - F

##### Exhibits 1 - 10 (Items which may need to be returned with the application)

##### Terms and Conditions

# Pre-Application Conference

## Pre-Application Teleconference Date and Time:  A pre-application teleconference regarding this RFA will be held on Thursday, January 9, 2025 at 9:00 a.m., Central Time.  Applicants are encouraged to participate in the pre-application teleconference as it will be used as the forum for questions, communications, and discussions regarding the RFA, teleconference in order to ask questions and otherwise participate in the public communications regarding the RFA. The Applicant should become familiar with the RFA and develop all questions prior to the pre-application teleconference in order to ask questions and otherwise participate in the public communications regarding the RFA.

#### Pre-Application Teleconference Agenda:  The Applicant should have a copy of the RFA for the pre-application teleconference since it will be used as the agenda for the pre-application teleconference.

#### Communication Prior to the Teleconference:  The Applicant is encouraged to review the RFA prior to the pre-application teleconference and may submit written communications and/or questions regarding the RFA, which reference the RFA paragraph numbers, to the buyer identified on page one.  Such prior communication will provide the Department with insight into areas of the RFA which may be brought up for discussion during the conference and which may require clarification.

#### Communication During the Teleconference:  During the pre-application teleconference, it shall be the sole responsibility of the Applicant to orally address all issues previously presented to the buyer by the Applicant, including any questions regarding the RFA or areas of the RFA requiring clarification.

#### Addendum to the RFA:  Any modifications needed to the RFA as a result of discussions from the pre-application teleconference will be accomplished as an addendum to the RFA.  Neither formal minutes of the pre-application teleconference nor written records of the questions/communications will be maintained.

## Pre-Application Teleconference Dial-In Information:  The Applicant should contact the Procurement staff indicated on the first page of this RFA to obtain dial-in instructions.  The Applicant will be provided with a telephone number to dial and/or webinar information to access, in order to listen and participate in the pre-application teleconference.  The Applicant shall refrain from contacting anyone other than the buyer to obtain the dial-in information.

# 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.

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

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

Program Name: Office of Dental Health

Program Contact: Kally Kline

Address: 930 Wildwood Drive, Jefferson City, MO 65109

Phone: 573-751-6182

Email: oralhealth@health.mo.gov

# dEFINITIONS

## Whenever the following terms and acronyms appear in the RFA document or any amendment thereto, the definition or meaning described below shall apply.

### American Academy of Periodontology is referred to as AAP.

### Association Society Anesthesiologists is referred to as ASA.

### Cardinal Response refers to the affirmative answer to the presence of a condition that necessitates the supervising dentist has knowledge of.

### Contiguous US per Diem Rates is referred to as CONUS.

### Health Insurance Portability and Accountability Act of l996 is referred to as HI PAA.

### Health Resources and Services Administration is referred to as HRSA.

### Expanded Function Dental Healthcare Worker (EFDHCW) can either be a dental assistant or a dental hygienist who is permitted in Missouri to perform expanded functions, as defined by the Missouri Dental Board, under the supervision of a dentist.

### Expanded Function Dental Assistant is referred to as EFDA.

### Level 1 interventional care is defined in Stefanac and Nesbit’s Diagnosis and Treatment Planning in Dentistry (3rd Edition) as a comprehensive patient evaluation and assessment; stabilization of acute infections, pain, and trauma; and disease control and stabilization (pp. 19-20).

### Long Term Care Facilities are referred to as LTCF.

### Missouri Foundation for Health is referred to as MFH.

### Modified Total Direct Cost Method is referred to as MTDC.

### Office for Human Research Protections, US Dept of Health & Human Services is referred to as OHRP.

### Oral Hygiene Instructions are referred to as OHL.

### Protection of Patient's Health information is referred to as PHI.

### Silver diamine fluoride is referred to as SDF.

### Silver Modified Atraumatic Restorative Technology fillings are referred to as SMART fillings.

### Unique Patient is an individual who gives consent to and receives care in the pilot project delivering care to LTCF residents.

### Waivers refer to the necessary waivers of existing rules and statutes by Missouri Dental Board to test new methods of care delivery as required by 332.325 RSMo.

# Background Information

## The Department of Health and Senior Services' Office of Dental Health received a grant to expand the dental health workforce and to work on expansion of the workforce, legislation was passed to allow the dental board to institute waivers.

## The Department of Health and Senior Services anticipates this pilot project's contractors to send a hygienist and Expanded Function Dental Healthcare Worker (EFDHCW) into long term care facilities for the collection of data and delivery of disease control treatment.

## The Department of Health and Senior Services expects the pilot project to include the contractors to perform patient evaluation and assessments.

## The Department of Health and Senior Services expects the pilot project to include a disease control treatment plan for all patients facilitated by the contractor's supervising dentist.

## The Department of Health and Senior Services highly recommends the contractor to develop a checklist of cardinal responses that can be used to highlight areas of concern for a subsequent review.

## The Department of Health and Senior Services expects the pilot project to utilize iTero Intra-oral Scanner. Align, the parent company, will loan up to three (3) scanning units for the duration of the study to be used by the contractors who do not currently own scanners provided the contractors commit to the initial and ongoing training of clinical staff necessary to deliver high quality scans.

## The Department has HRSA funding, not to exceed $40,076.00 for year one, for this RFA. HRSA funding is limited to up to $34,348.70 for personnel and fringe expenses, $500.00 for training expenses, and up to $5,227.30 for indirect costs. Funding is open to North-Central counties: Caldwell, Carroll, Chariton, Daviess, Grundy, Harrison, Linn, Livingston, Mercer, and Sullivan.

## 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

## This document constitutes a request for competitive, sealed proposals to develop a pilot facilitated dental project in long term care facilities utilizing a dental hygienist, and Expanded Function Dental Healthcare Worker (EFDHCW), and a dentist at a Teledentistry site in order to give a participant health care access for diagnostic, level one (1) interventional care, and preventative care as set forth herein for the Department of Health and Senior Services.

# SPECIFIC Contractual Requirements

## The Contractor shall develop a pilot facilitated dental project with a Teledentistry site to give a participant health care access for diagnostic, level I interventional care, and preventive care (hereinafter collectively referred to as "pilot project") for the Department of Health and Senior Services (hereinafter referred to as the state agency) in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.

### The Contractor must provide the pilot project in at least one of the following counties: Caldwell, Carroll, Chariton, Daviess, Grundy, Harrison, Linn, Livingston, Mercer, and Sullivan.

## The Contractor shall either provide the services directly or shall provide person / personnel who must comply with the requirements stated herein. Therefore, references to "the Contractor" throughout this document shall also be deemed to include the person/personnel provided by the Contractor.

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

## The Contractor may utilize the contract as a means of a start-up initiative in establishing or enhancing an on-going pilot Teledentistry services program.

## It is highly desirable that the contractor should continue the pilot Teledentistry services program with their own funds after the contract expiration.

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

# minimum experience requirements

## The Contractor must minimally meet the following minimum experience requirements at the time of proposal submission and for the duration of the contract:

### The Contractor shall have knowledge of and provide alignment of Diagnosis and Treatment Planning in Dentistry.

### The Contractor's personnel shall have applicable licenses from the Missouri State Dental Board.

### The Contractor should have experience working in Teledentistry.

### The Contractor should have experience working in LTCFs.

### The Contractor should have experience working with REDCap software application for managing online surveys and databases.

### The Contractor should have experience participating in a dental clinical study consistent with OHRP guidelines including conducting informed consent/assent discussions, preserving participant confidentiality, collecting, and reporting data, maintaining a HIPAA compliant ecosystem, reporting adverse events, and managing participant withdrawals.

### The Contractor should have experience in billing procedures for Medicaid and/or private insurance.

# Team/Personnel Qualifications

## The Contractor shall include the following team members/personnel to administer and perform the contract requirements:

### Leadership Team: The leadership team shall consist of the dental program coordinator and one (I) supervising dentist.

#### The Contractor shall designate a dental program coordinator who shall serve as the Contractor's contact and shall be the liaison between the Contractor and the Department. By no later than five (5) state business days after authorization by the Department to proceed with services, the Contractor shall provide the Department with the name, address, email address, and telephone number of the Contractor's contact person. The Contractor's dental program coordinator shall (1) oversee all services being provided, (2) assume responsibility and liability for services performed per the contract, and (3) serve as the primary point of contact with the Department.

#### The supervising dentist must have one (I) year of experience providing dental services as a licensed dentist in the State of Missouri. The supervising dentist should have experience providing Teledentistry in LTCF.

### Working Team: The Contractor's working team shall include two (2) EFDHCW, a Dental Hygienist and a Dental Assistant, and the working team should include a dentist.

#### The dental hygienist must have one (1) year of experience working as a licensed dental hygienist in the State of Missoni. The dental hygienist should have experience providing Teledentistry in LTCF.

#### The dental assistant must have one (1) year of experience working as a licensed dental assistant in the State of Missouri. The dental assistant should have experience providing Teledentistry in LTCF.

#### Upon the Department’s request, the Contractor may utilize a local dentist in certain counties. The local dentist shall have one (1) year of experience providing licensed dental services as a licensed dentist in the State of Missouri. The local dentist should have experience providing Teledentistry in LTCF.

# Preliminary Requirements

## Preliminary Outline: By no later than thirty (30) calendar days after receipt of the Department's authorization to proceed with the contract, the Contractor shall provide the Department with a preliminary outline of the organizational structure of the final report for the Department's review and approval.

### The preliminary outline shall delineate the main topics and subtopics which will later be described in detail in the final report.

### Beneath each topic and subtopic, the Contractor shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic.

### The Contractor shall understand and agree that the Department shall have the right to edit, modify, and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to ensure the inclusion of all work required by the contract.

## The Contractor shall obtain and ensure signed consent forms have been collected for all patients participating in the Contractor’s pilot project prior to each project phase/treatment phase and prior to receiving specific services. This consent must be sufficient to ensure compliance with all necessary reporting to the Department, as specified by Reporting Requirements as stated herein.

## The Contractor should develop a checklist of cardinal responses that can be used to highlight areas of concern for a subsequent review by the supervising dentist.

## The Contractor shall ensure that any facility used for providing services related to this initiative operates in accordance with infection prevention guidelines for dental clinics, as outlined by the United States Centers for Disease and Prevention: <https://www.cdc.gov/dental-infection-control/hcp/index.html>.

# Implementation Requirements

## Within five (5) calendar days of the Department authorizing the Contractor to proceed with services, the Contractor shall designate a dental program coordinator to manage the pilot project, coordinate gathering and reporting of data from electronic health records, organize Teledentistry service events, and ensure ongoing care for participants if problems related to care provided are reported to the Contractor.

## Within seven (7) calendar days after the Department authorizes the Contractor to proceed with services, the Contractor shall attend a 30-minutes initial orientation teleconference with the Department. Topics covered may include establishing LTCF partner relationships, the technology and equipment that will be used in the data collection, the importance of attending contractor and staff training workshops, and the use of the "in-person" and "video-conference" workshop delivery modalities.

## Within thirty (30) calendar days after the Department authorizes the Contractor to proceed with services, the Contractor shall develop a schedule for the Contractor's pilot program events and submit the schedule to the Department for review and approval.

### The Contractor shall agree and understand that the state agency shall have approval authority of the Contractor's pilot program funded by the Department.

### The Department shall have the right to modify, delete, require changes, or require additional elaboration on all or any part of the Contractor’s pilot Teledentistry services program funded by the Department.

### The Contractor shall make any such changes and submit the revised pilot Teledentistry services program within thirty (30) days.

### The Department will not have authority over any of the Contractor's present or future programs that are not funded by the Department under this contract.

## Within forty-five (45) calendar days after the Department authorizes the Contractor to proceed with services, the Contractor shall attend a workshop delivered by the Department. The workshop time, location, and delivery modality will be determined and provided to the Contractor. The workshop will discuss and review the Contractor's pilot program, including by not limited to the following:

### Plan of action and timelines for the contractor's work plan;

### Making changes as deemed necessary to accomplish and fulfill the needs of the pilot project and the state agency;

### Eleven (11) questions the dental board need to be answered;

### Protecting patient's private healthcare information;

### Patient screening for participation in the LTCF pilot study;

### Conducting informed consent discussions;

### Using the ASA Physical Status Classification System and the Frailty Questionnaire;

### Using the AAP Periodontal Diagnostic Data Collection Sheet;

### Obtaining, archiving, retrieving, and communicating patient health information about comorbidities such as diabetes, rheumatoid inflammatory disease, pneumonia, smoking, and osteoporosis that have been identified as complicating factors or related sequela (the after effect of a disease or condition or injury) to periodontal disease in older adults;

### Obtaining and using accurate, cost-effective Glycated hemoglobin (HbA1c) point of care testing and reporting;

### Obtaining other data and information pertinent to the pilot study;

### Initial training on diagnostic equipment used in data collection (iTero scanner and/or intraoral Camera) subject to scheduling vendor representatives; and

### And establishing calendar and topics for future training.

## Within seven (7) calendar days of the completion of the Department's first workshop, the Contractor shall submit a work plan. The Contractor's work plan shall be revised/updated as needed or at the request of the Department. The Contractor shall provide the Department with the up-to-date work plan within five (5) calendar days of the revision/update.

## Within thirty (30) calendar days of the first workshop, the Contractor shall implement the Department approved work plan and begin to provide Teledentistry dental services to a minimum of 125 participants per contract period.

## In accordance with the Department approved pilot Teledentistry services program developed, the Contractor shall implement, operate, and satisfy all requirements of the pilot Teledentistry services program, including evaluation.

## The Contractor must document to the Department, in writing, any significant change to occur to the pilot Teledentistry services program planning document or budget. Such documentation must be received prior to the date of the change and as soon as the change is identified by the Contractor. Once the Department approval is obtained, the Contractor shall implement the changes to the pilot Teledentistry services program.

# Pilot Project Requirements

## The Contractor shall provide phase one (1) disease control services as defined in Chapter 7 - Disease Control Phase of Treatment of Diagnosis and Treatment Planning in Dentistry (Stefanac & Nesbit - 3rd & 4lh Editions).

## The Contractor shall acknowledge that training and competence of the Contractor's personnel is a key factor in evaluating this new modality, telehealth mediated supervision of dental healthcare workers, of providing care to underserved populations and agree to make personnel provided by the Contractor available to the Department within fourteen (14) calendar days for training and debriefing.

## The Contractor shall obtain all necessary waivers for testing new methods of delivering care through the Missouri Dental Board as required by 332.325 RSMo.

### Upon receipt of all necessary waivers, the Contractor shall send an EFDHCW team into LTCFs to collect diagnostic data and deliver disease control treatment.

## The Contractor's EFDHCW team shall execute the collection of diagnostic data, stabilization of acute infections/pain/trauma, and disease control stabilization.

# Treatment Evaluation Requirements

## The Contractor shall perform patient evaluation and assessments consisting of the following:

### Collection of demographics, medical, and dental histories (including chief complaints).

#### Screening for omissions and for cardinal responses per written protocols.

#### Completion of Patient Frailty Questionnaire per written protocol.

#### Transmission to supervising dentist for review.

### Collection of diagnostic dental data necessary for review and treatment planning by supervising dentist. Data may include:

#### Charting of existing dentition, restorations, and tooth mobility per written protocol.

#### Charting of obvious tooth fractures, holes, discolorations.

#### Dental X-rays

#### Intraoral images (photos, movies, iTero scans)

#### Periodontal charting

#### Oral cancer screening with photos per written protocol.

### Transmission of diagnostic dental data to supervising dentist for review and treatment planning.

## The Contractor shall provide data collection and disease control services to all eligible participants at the Teledentistry site that have provided consent regardless of their insurance benefits or ability to pay.

## The Contractor's data collection must be able to generate outcome reports that follow outcomes of patients by searchable comorbid states like diabetes, pneumonia, rheumatoid inflammatory disease (arthritis), and osteoporosis.

## The Contractor's EFDHCW team shall communicate with the supervising dentist using telehealth modalities.

## The Contractor's EFDHCW's may assist a dentist in a traditional manner during the Definitive Treatment Phase once the Disease Control Phase has been accomplished.

# Disease Control Treatment Requirements

## The Contractor's supervising dentist must provide a disease control treatment plan for all patients.

### The Contractor shall provide the disease control treatment, subsequent to the review of all patients' intake data and disease control treatment plan. The disease control treatment includes the following;

#### Stabilization of acute periodontal infections:

##### Delivery of non-surgical treatment for periodontal infections appropriate for the diagnosis.

##### Periodontal debridement may be necessary to confirm a diagnosis.

##### The treatment for gingivitis may include:

###### Scaling in presence of generalized moderate or severe gingival inflammation,

###### Prophylaxis, and

###### Oral hygiene instructions (OHI).

##### The treatment of periodontitis may include:

###### Scaling and root planning, and

###### OHI

##### Periodontal re-evaluation and periodontal retreatment where necessary.

#### Stabilization of Decay.

#### Placement of silver diamine fluoride (SDF) to arrest decay.

#### Placement of fluoride containing temporary fillings (Silver Modified Atraumatic Restorative Technology (SMART) fillings) to stabilize decay or broken teeth to arrest decay.

#### Periodontal re-evaluation, dental health data collection, and prophylaxis or periodontal maintenance procedures.

# Contractor's Personnel Requirements

## The Contractor and the Contractor's personnel shall participate in a monthly teleconference with the Department to review monthly data, debrief on obstacles and barriers encountered, collaborate on solutions, and share "lessons learned".

## The Contractor shall participate in quarterly short evaluation surveys.

### The evaluation surveys are instruments provided to the Contractor by the Department. The evaluation surveys include:

#### Supervising Doctor’s Evaluation Form.

#### Resident/Family’s Assessment of Oral Healthcare Program.

#### LTCF Staff Assessment of Oral Healthcare Program.

#### Contractor Assessment of Feasibility and Sustainability of Oral Health Care Program.

## The Contractor shall ensure that the Contractor’s personnel providing services under this contract attend all Department sponsored annual Teledentistry/expanding function training(s). Training may be held in-person or virtually.

# Software Requirements

## The Contractor shall utilize an iTero Intra-oral Scanner for the data collection phase of the pilot project.

### If the Contractor does not have access to an iTero Intra-oral Scanner, the Department may loan the Contractor an iTero Intra-oral Scanner provided the Contractor commits to the initial and ongoing training of clinical staff necessary to deliver high quality scans.

## The Contractor shall utilize REDCap software application for clinical study data entry. REDCap access will be provided by the Department.

# State's Obligations

## The Department will provide consultation and technical assistance from the Department and their assigned contractor(s). The Department will provide the contact information for the consultation and technical assistance after the Department authorizes the Contractor to proceed with the services. The consultation and technical assistant services provided by the Department includes:

### Starting a dental hygiene/Expanded function Dental Assistant (EFDA) dental assistant Teledentistry practice,

### Purchasing equipment and supplies for dental hygiene/EFD dental assistant Teledentistry practice,

### Providing supervision in the clinical setting to facilitate the understanding of the delivery of dental hygiene/EFDA dental assistant in a Teledentistry practice,

### Logistics of providing dental hygiene services in a remote location with Teledentistry supervision,

### Understanding how to work with staff, administration, and policies at an institution where dental hygiene services are provided within the agreements negotiated with the institutions where services are provided,

### Demonstrating how to collect proper for diagnosis and reports, and

### Ensuring understanding of proper coding and billing practices.

# Reports

## The Contractor shall use the Reporting Metrics Form, or its electronic equivalent, to record and track procedures performed. The Department will provide the Contractor with the Reporting Metrics Form. The Reporting Metrics Form must be used on a monthly basis by indicating the reporting period at the top of the form. The Reporting Metrics From includes:

### Global Data:

#### Site location.

#### Contractor's information.

#### Number of clinical hours in the LCTF.

#### Number of unique patients seen.

#### Number of patient visits.

#### Number of billable procedures.

#### Total billable procedures.

#### Total billing in reporting period.

#### Number of new dentists serving nursing home residents.

#### Number of new dental hygienists serving nursing home residents.

#### Number of new dental assistants and or EFDA's serving nursing home residents.

#### Number of new EFDA permits issued by the Dental Board during the reporting period.

### Data Collection:

#### Phase l Data Collection and Diagnosis Metrics information is outlined in Table 1.

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| Table 1 - Phase 1: Data Collection and Diagnosis Metrics  |
| New Patient Screening Activity | a. Number of eligibility determinations |
| b. Number of consent discussions |
| Table 1 - Phase 1: Data Collection and Diagnosis Metrics  |
| Data Collection Informed Consents | a. Number of data collection informed consents attempted |
| b. Number of patients requiring advisor/durable power of attorney for healthcare for consent process |
| c. Number of data collection informed consents completed  |
| Patient Evaluation Process | a. Number of medical and dental history reviews |
|  1) Total number of Medical Rx reviewed |
|  2) Number of patients with medical examination in the last three (3) years |
|  3) Number of Rx requiring clarification of critical positive responses |
|  4) Number of Rx successfully clarified by interrogative review with facility staff, family/advisor, or medical consult |
|  5) Number of patients flagged for medically significant comorbid conditions |
|  6) Number of patients flagged for comorbid states and periodontal disease complicating factors |
| b. Number of dental chartings completed (definition, restorations, & observable pathologies) |
|  1) Number of patients for whom clinical charting fully completed |
|  2) Number of patients whom charting partially completed |
|  3) Number of patients for whom clinical charting could not be accomplished  |
| c. Number of periodontal chartings completed |
|  1) Number of patients for whom clinical charting fully completed |
|  2) Number of patients initial full periodontal assessment partially completed |
|  3) Number of patients for who initial full periodontal assessment could not be accomplished |
| d. Number of radiography fully completed |
|  1) Number of patients for whom dental radiography fully completed |
|  2) Number of patients for whom dental radiography partially completed |
|  3) Number of patients for whom dental radiography could not be accomplished |
| e. Number of intra-oral imaging fully completed |
|  1) Number of patients for who intra-oral imaging fully completed |
|  2) Number of patients for whom intra-oral imaging partially completed |
|  3) Number of patients for who intra-oral imaging could not be accomplished |
| Patient Evaluation & Diagnosis by Dentist | a. Number of patients data reviewed by dentist |
| b. Number of patients deemed eligible for project by dentist |
| c. Number of patients deemed by dentist to be eligible for delegation of local anesthesia telehealth medicated supervision (including recorded delegation order) |
| d. Number of patients for whom data was sufficient to construct a Phase 2 disease control treatment plan |

#### Phase 2 Disease Control Metrics information is outlined in Table 2.

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| Table 2 - Phase 2: Disease Control Metrics |
| Disease Control Informed Consents | a. Number of disease control treatment phase informed consents attempted |
| b. Number of patients requiring advisor/durable power of attorney for healthcare |
| c. Number of disease control treatment phases informed consents completed |
| Disease Control Treatment Delivery Global Metrics | a. Aggregate number of the following periodontal procedures performed: D4355, D4346, D4341, D4342 and D4910 |
| b. Aggregate number of the following procures performed: D1206, D1355 and D2940 |
| Disease Control Treatment Outcomes Evaluation Metrics | a. Periodontal Treatment Outcome Evaluation Metrics |
|  1) Periodontal Re-Evaluation outcomes Reporting for each patient receiving periodontal treatment, report the following outcomes: of the periodontal re-evaluation |
|  i. patient identification number |
|  ii. initial exam date |
|  iii. Initial Dx (percentage of bleeding patients) |
|  iv. re-evaluation date, and condition report as improved |
|  v. unchanged, declined (percentage of bleeding patients) |
|  2) Number of patients with removable dental prostheses |
|  i. Oral Hygiene score at initial exam for removable dental prosthesis (good, fair, poor, absent) |
|  ii. Oral Hygiene score for removable dental prosthesis at the periodontal re-evaluation after periodontal treatment (including instruction in cleaning of prostheses) |
| b. Number of Adverse Outcome Reports associated with periodontal care including patient's number, reporters name, event date, event description, and event outcome |
| c. Decay Control Treatment Outcomes Evaluation Metrics |
|  1) Decay Re-evaluation Outcomes Reporting for each patient receiving decay-arresting treatment, report the following outcomes of the periodic examination: |
|  i. Number of teeth receiving decay arresting treatment |
|  ii. Number of teeth stable (no observable decay progression) |
|  iii. Number of teeth unstable (observable decay progression) |
|  iv. Condition reported as stable or declined |
|  v. Re-evaluation date |
| d. Number of Adverse Outcome Reports associated with decay arresting care including patient's number, reporters name, event date, event description, and event outcome |

## The Contractor shall submit claims for reimbursement to MO HealthNet and/or private dental insurance as allowed by the paying entity's policies and scope of practice.

## The Contractor shall validate Medicaid eligibility for each participant via MO HealthNet Division, either by telephone or using [www.emomed.com](http://www.emomed.com/). This validation shall include a determination of whether the coverage type is Fee-for-Service or a MO HealthNet managed care plan.

## The Contractor shall maintain an electronic and/or paper system of documentation that allows the Contractor to ensure the archival and retrieval of information as outlined in Table 1, Phase I: Data Collection and Diagnosis Metrics and Table 2, Phase 2: Disease Control Metrics.

## Performance Reporting: The Contractor shall collect the data required for performance reporting and outcome measurement as specified herein on an ongoing basis.

### Performance reports shall include verifying the patients' eligibility online, number of patients, and patient services provided.

## The Contractor shall report billing and patient tracking for submission of claims to MO HealthNet private dental insurance and patient services paid for within the contract.

## The Contractor shall follow the twenty-nine (29) billable procedures listed in Attachment C, OOH Procedure Reporting Metrics Form, for Phase One (1) and Phase Two (2) of the pilot project.

## The Contractor shall complete the Periodontal Re-Assessment after Treatment Form, Attachment D.The Periodontal Re-Assessment after Treatment refers to the patient's post-treatment evaluation status for periodontal health, decay, oral hygiene, and comorbidity.

## Final Report: The Contractor shall complete and submit the final report to the state agency forty-five (45) calendar days after the conclusion of services under the Pilot Project. The Final Report will be a summation of the Procedure Reporting Metrics Form and the Periodontal Re-Assessment Tracking Form for the specified service period by the Department.

### However, by at least fourteen (14) calendar days prior to the due date for submission of the final report, the Contractor shall submit one hard copy and an electronic copy of a preliminary draft of the final report to the Department for review and comment.

#### If required by the Department, the Contractor shall modify and/or provide additional elaboration as deemed necessary to ensure a comprehensive and thoroughly written document as required by the requirements of the contract. The review by the Department shall be completed within fourteen (14) calendar days of receipt of the draft.

#### If required by the Department, the Contractor shall prepare and submit a second draft of the final report to the Department for review and comment. Additional drafts shall also be prepared if deemed necessary by Department. For any additional drafts that are required, the Contractor shall complete and submit the draft within five (5) calendar days from the date of receipt of the Department's comments.

### Final Approved Report - Prior to the required due date specified above and after completing all revisions to the draft as specified above, the Contractor shall provide the Department with the following quantities/formats of the final approved report as specified below:

#### One bound copy of the final approved report,

#### One electronic copy of the final approved report in Microsoft compatible format, and

#### One unbound camera-ready copy of the final approved report.

### The Contractor shall make at least two (2) oral presentations of the final report in Jefferson City, MO to persons or organizations as deemed necessary by Department.

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

# 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.

## 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.

## Indirect costs

### Indirect costs are those associated with the management and oversight of any organization’s activities and are a result of all activities of the Contractor. Indirect costs may include utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

### The Contractor shall not bill the Department for indirect costs that exceed 15% of the modified total direct costs as defined in 2 CFR § 200.1.

#### Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

### It is the Contractor’s responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

## The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

## The Contractor must have the prior written approval of the Department for any travel expenses.

## The Contractor shall follow competitive procurement practices.

## The Department shall in all cases be utilized as “payor of last resort” which means that payment under this contract may be available only after the Contractor has demonstrated that all other payment sources, including but not limited to insurance coverage and/or government assistance programs, have been exhausted. Documentation of such shall be maintained in client files to be available for contract monitoring purposes.

# 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 Contractor’s original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

## The 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 an itemized invoice monthly. Invoices shall be due by the last 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 itemized invoice and report(s) prepared according to the terms of this contract.

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

Missouri Department of Health and Senior Services

Office of Dental Health

P.O. Box 570

Jefferson City, MO 65102-0570

Or email: oralhealth@health.mo.gov

## The Contractor shall submit the final itemized invoice within five (5) 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.

# Renewals

## The parties may renew the agreement for one (1) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

### If the option for renewal is exercised, the Contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page Analysis of the contract.

#### If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

#### In addition, the Contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the Department determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the Contractor, the contract may be terminated, and a new application process may be conducted. The Contractor shall also understand and agree the Department may determine funding limitations necessitate a decrease in the Contractor’s pricing for the renewal period(s). If such action is necessary and the Contractor rejects the decrease, the contract may be terminated, and a new application process may be conducted.

# 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 five (5) 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 five (5) 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 five (5) 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 F, which is attached hereto and is incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

# 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.

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

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

## 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.

# 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.

# 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 first renewal period, 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 three (3) 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 2504” 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 contract shall be awarded to the lowest and best application.

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

Experience and Reliability Up to 65 points

Expertise of Personnel Up to 40 points

Method of Performance Up to 35 points

Cost Up to 60 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 3.

#### 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 4 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 5 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 6.

##### 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 7, 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 8 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 and any potential renewal 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 (50) | = | 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 9, 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 10 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 10, 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 9, 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 9, 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 10, 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 9, 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 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 promptly notify the Department in writing when there is credible evidence of a violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure to make required disclosures 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 $5,000. 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 $10,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $10,000, 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.

**ODH Procedure Reporting Metrics Form**

**Procedure Reporting Metrics Form for Phase 1 & 2 ODH Long Term Care Facility Pilot Project**

**Reporting Period (Circle): Daily Weekly Monthly Year to Date Date of Report: .**

**(Note: ODH only requires monthly and YTD reporting. Daily & Weekly tabulations may make it easier to tabulate a monthly report.)**

**Global Data: Site: Contractor:**

**# Unique Patients Seen: # Patient Visits: # Billable Procedures:**

**# Hours in Facility (including set-up & break-down): Total Billing (Monthly & YTD only): $**

 **(To be completed by Admin Staff)**

**Billable Procedure Codes Associated with Disease Control Phase Treatment**

**# Examinations # Periodontal Services**

 **D0120: Periodic exam – estab patient: D1120 Prophylaxis - adult**

 **D0140-Ltd Oral Eval – Prob Focused** **D1330 Oral hygiene instruction**

 **D0150: Comp Oral Eval D1354 Scaling in presence of gingival inflammation**

 **D0180: Comp Perio Eval D4341 Periodontal S & RP (Quad)**

 **D0190 Screening of a patient D4342** **Periodontal S & RP (1-3 Teeth)**

 **D4355 Full mouth debridement (Pre Dx & Eval)**

**# Dx Imaging Radiographs D4910 Periodontal maintenance**

 **DO210 Intraoral Complete Radiographic Series D9910 Application of Desensitizing Medicament**

 **DO22O Intraoral Peri-Apical Radiographic Image (1st)**

 **DO230 Intraoral Peri-Apical I Radiogr, Image (each addl) # Restorative Services**

 **DO270 Intraoral Radiographic Bitewing Image – Single D1354 Interim Caries Arresting Med (SDF)**

 **D0272 Intraoral Radiographic Bitewing Image – (2) D1355 Caries Arresting Med (SDF)**

 **D0274 Intraoral Radiographic Bitewing Image – (4) D2940 Protective Restoration**

 **D0277 Radiographic Bitewing Series – (7-8)**

 **# Miscellaneous**

**# Dx Imaging Photographs Case management (for Special Needs Pts)**

 **D0350 Orofacial Photographic Images 2-D**

 **D0351 Orofacial Photographic Images 3-D # Teledentistry**

 **D0391 Interpretation / Dx of Images (Dr only) D9995 teledentistry – synchronous**

 **D9996 teledentistry – asynchronous**

**Periodontal Re-Assessment after Treatment Form**

**Office of Dental Health Long Term Care Facility Pilot Project**

**Periodontal Re-Assessment (Post Disease Control) Monthly Patient Tracking Form**

**Contractor: Date: Month: Year**: .

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  | **Periodontal Status** | **Decay Status** | **Oral Hygiene (√)** | **Comorbidity ( √ )** |  |
| **Patient #** | **Re-Evaluation Date** | **Clinician****Initials** | **Stable****< 10% BP****( √ )** | **Localized Inflammation 10%<BP<30% ( √ )** | **Generalized Inflammation < 30% BP****( √ )** | **Stable****( √ )** | **Unstable:** **List Sites** | **Good** | **Fair** | **Poor** | **Smoking** | **Diabetes** | **RA** | **Osteoporosis** | **Pneumonia** | **Xerostomia** | **General Comments****(If diabetic, record HbA1c semi-annually)** |
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| MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  **Subrecipient Annual Financial Report** |

 |
| 1. Contractor Name and Complete Address |
|   |
|   |
|   |
|   |
|   |
| 2. Contract Number | 3. Contract Period (MM/DD/YY) | 4. Contractor 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)  |  |  |  |  |  |  |

## **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 the cost reimbursement 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.

| **Line Item** | **Description** | **Original Contract Period** **(Not to Exceed)**  | **First Renewal Period****(Not to Exceed)** |
| --- | --- | --- | --- |
| 1 | Personnel and Fringe Expenses  | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Not to Exceed $34,348.70) | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Not to Exceed $34,348.70) |
| 2 | Training Expenses  | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Not to Exceed $500.00) | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Not to Exceed $500.00) |
| 3 | Indirect Costs  | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Not to Exceed $5,227.30) | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Not to Exceed $5,227.30) |
| **Total Annual Price**  | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Not to Exceed $40,076.00) | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Not to Exceed $40,076.00) |

**EXHIBIT 1 (CONTINUED)**

**PRICE PAGE ANALYSIS**

|  |  |  |
| --- | --- | --- |
| **Specify the applicable contract period:** | **❑ Original Contract Period** | **❑ First Renewal Period** |

|  |
| --- |
| The Applicant should complete the following table in sufficient detail for information regarding the services proposed. Copy and complete this Budget/Price Analysis Exhibit for each contract period. |
| **Budget Categories** | **Quantity** | **Unit Price** | **Total** |
| **Professional Personnel (list by classification and name, if known)** |
| 1. |  | $ | $ |
| 2. |  | $ | $ |
| 3. |  | $ | $ |
| **Total Professional Personnel** | $ |
| **Support Personnel (list by classification and name, if known)** |
| 1. |  | $ | $ |
| 2. |  | $ | $ |
| 3. |  | $ | $ |
| **Total Support Personnel** | $ |
| **Travel Expenses (list)** |
| 1. |  | $ | $ |
| 2. |  | $ | $ |
| 3. |  | $ | $ |
| **Total Travel Expenses** | $ |
| **Materials and Supplies (list)** |
| 1. |  | $ | $ |
| 2. |  | $ | $ |
| 3. |  | $ | $ |
| **Total Materials and Supplies** | $ |
| **Contracted Services (List)** |
| 1. |  | $ | $ |
| 2. |  | $ | $ |
| 3. |  | $ | $ |
| **Total Contracted Services**  | $ |
| **Other Direct Expenses** |
| 1. |  | $ | $ |
| 2. |  | $ | $ |
| 3. |  | $ | $ |
| **Total Other Direct Expenses** | $ |
| **Indirect Costs Federally negotiated rate of \_\_% or 15% of the modified direct cost** |
| 1. |  | $ | $ |
| **Total Indirect Costs** | $ |
| **Guaranteed Not-to-Exceed Total Price** **(equals Guaranteed Not-to-Exceed Total Price on Pricing Page)** | $ |

**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.

|  |
| --- |
| **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 2504 (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.

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 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

**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 vendor’s business, including type of products and/or services provided/performed.

#### Describe any experience you have participating in a clinical dental study.

#### Describe experience you may have using REDCap data collection and management software.

#### Describe any experience utilizing Teledentistry.

#### Describe any experience working in agreement with nursing homes to provide services to residents.

#### Describe any experience in billing Medicaid and/or private insurance for services rendered.

#### Describe any experience working with other state dental projects that involved Missouri Dental Board waivers of existing rules to explore new methods of delivering care.

**EXHIBIT\_4**

**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.

|  |
| --- |
| **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 on the project, the project’s objectives, and approach relevant to this RFA. The summary should include level 1 Teledentistry work performed in long term care facilities by a board certified dentist, dental hygienist, and dental assistant. |  |

**EXHIBIT\_5**

**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 |
| * Participating in Dental Clinic Studies.
 |  |
| * Using REDCap Data Collection and Management Software.
 |  |
| * Teledentistry Services.
 |  |
| * Delivering Care to Residents in LTCFs.
 |  |
| * Billing Medicaid and/or Private Insurance.
 |  |
| * Working with other state dental project that involved Missouri Dental Board waivers to explore new methods of delivery care.
 |  |

**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 6**

**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 7**

**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 7, 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 8**

**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:

#### The Applicant should describe their plan for implementation of Teledentistry services.

#### **Implementation Plan**: The Applicant should complete the Implementation Plan Section of Methodology, Approach, and Work Plan, or any other format, to describe the proposed schedule for the implementation of the required services beginning from the day the Department provides authorization to proceed with contract services to the day services are fully operational. The Applicant should present the information as calendar days rather than actual dates. In the event of overlapping or concurrent tasks, a timeline (PERT, bar, line, etc.) may be used.

The Applicant should sequentially list and briefly describe the tasks or events proposed for the implementation of the required services. If no tasks or events are required, the Applicant should provide a statement of readiness. For each task/event identified, the Applicant should identify the number of days required to complete the task/event, the personnel proposed to perform the task/event, and the number of work hours for each person.

* + - * 1. **Completion Day** should be specified as a certain number of days from the day the Department authorizes to proceed with contract services until completion of the specific task and should be expressed as calendar days, not specific dates.
				2. **Assigned Personnel** should be identified by name rather than project title unless such personnel are yet to be hired.
				3. **Workhours** should indicate that time each assigned person will spend on the specific task.

|  |  |  |  |
| --- | --- | --- | --- |
| **Task or Event** | **Completion****Day** | **Assigned****Personnel** | **Work-****hours** |
| Begin with the day the state agency authorizes the contractor to proceed with contract services | 1 | N/A | N/A |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

#### The Applicant should describe the following about fulfilling the pilot project requirements:

1. List all the counties and proposed facilities planning to perform services for as required.
2. Describe plan for performing services as required.
3. Describe experience working with waivers from the Missouri Dental Board.
4. Describe how evaluating and assess to unique patients.
5. Describe plan for providing disease control treatment to unique patients to include: stabilization of acute periodontal infections; stabilization of decay; placement of fluoride containing temporary fillings to stabilize decay or broken teeth to arrest decay; and periodontal re-evaluation, dental health data collection, and prophylaxis or periodontal maintenance procedures.

#### The Applicant should describe the following about fulfilling the personnel requirements:

1. Describe their plan for providing personnel.
2. Describe personnel’s experience in supervising Expanded Function Dental Assistants.
3. Describe plan to conduct monthly teleconferences with the Department.
4. Describe plan to ensure participation in quarterly evaluation surveys.
5. Describe plan to ensure personnel attendance in yearly Department training.

#### The Applicant should describe the following about fulfilling the reporting requirements:

#### Describe plan for reporting.

#### 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 9**

**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 9, (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 10

**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 10 (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.