

WIC: Local Agency Nutrition Services

1. GENERAL

- 1.1 The contract amount shall not exceed the amount stated on the Budget Page, Attachment C which is attached hereto and incorporated by reference as if fully set forth herein for the period of October 1, 2015 through September 30, 2016.
- 1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of WIC and Nutrition Services

Program Contact: Kathleen Davis

Address: 930 Wildwood Drive, Jefferson City, MO 65109

Phone: 573-526-2821

Email: kathleen.davis@health.mo.gov

2. PURPOSE

- 2.1 The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC / WIC Program) was established to provide nutrition education and breastfeeding support, nutritious supplemental foods, and referrals to other health and social services at no cost to eligible persons.
- 2.2 The WIC Program serves as an adjunct to good health care during critical times of human growth and development, to prevent health problems and improve the health of those served.
- 2.3 The purpose of this contract is to allow the Department to provide funds to support the delivery of the food, nutrition education, breastfeeding support, and health referral services and benefits of the WIC Program to eligible participants through qualified community agencies (Contractors), such as local public health agencies.
- 2.4 The terms of this contract are derived from the language set forth in 7 C.F.R. Part 246 located at: <http://www.fns.usda.gov/sites/default/files/wic/WICRegulations-7CFR246.pdf>. The Contractor shall familiarize itself with these regulations and shall abide by their applicable parts. The Contractor shall abide by the requirements set forth in the current Missouri WIC Operations Manual (WOM) and its updates, which are

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available at: <http://health.mo.gov/living/families/wic/wiclwp/wom/> and is incorporated by reference as though fully set forth herein.

3. CERTIFICATION DELIVERABLES

- 3.1 The Contractor shall process all WIC applications within the statutory timeframes as defined in WOM Policy 3.01700.
- 3.2 The Contractor shall provide services to all WIC applicants based on the participant priority system defined in WOM Policy 2.03200.
- 3.3 The Contractor shall not establish a waiting list without prior approval of the Department. When the Department approves a waiting list, the Contractor must establish and manage the waiting list.
- 3.4 The Contractor shall certify applicants for the WIC Program, which includes, but is not limited to:
 - 3.4.1 Requiring that the applicant be physically present at the time eligibility for the WIC Program is determined, with limited exceptions set forth in WOM Policy 2.02700.
 - 3.4.2 Requiring the applicant's proof of identification, residency and income;
 - 3.4.3 Accurately assessing the income to determine income eligibility status according to WOM Policy 3.01200;
 - 3.4.4 Assessing the applicant for medical and nutritional risks to determine WIC Program eligibility status, using WIC Program standards and risk factors issued by the Department in effect at that time;
 - 3.4.5 Providing notification of ineligibility at the end of the interview process if the applicant does not meet income guidelines and/or risk criteria;
 - 3.4.6 Providing the applicant an explanation of the following:
 - a. Risk factors for which the applicant is qualified,
 - b. The collaborative aspect of the WIC program created through referrals to other health/social services,
 - c. The food package and its nutrient value, for which the applicant will receive,
 - d. Nutrition and breastfeeding education contact requirements,
 - e. Applicant's rights and responsibilities as a participant in the WIC Program, and

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- f. Purposes and procedures of the WIC Program
- 3.4.7 Updating participant records in the Missouri WIC Information Network System (MOWINS) as necessary, including making changes, corrections, terminations, and reinstatements.
- 3.5 The Contractor shall use the Department's designated electronic nutrition assessments in MOWINS to determine the WIC participant's nutritional risk(s) and counsel participants according to **United States Department of Agriculture** (USDA) nutrition standards.
- 3.6 The Contractor shall document in MOWINS all participant-centered nutrition and health goals as established between the Contractor and participant and assure appropriate documented follow-up occurs within the required timeframe.
- 3.7 The Contractor shall have a plan in place to maintain separation of duties and to prevent a conflict of interest during the certification process as outlined in **WOM Policy 1.07000**.
- 3.7.1 The same employee should not determine eligibility and also issue food instruments, Cash Value Vouchers/Benefits (CVV/Bs) or supplemental foods.
- 3.7.2 The local WIC provider shall ensure that WIC employees are not providing WIC services to themselves, their relatives and/or their close friends.
- 3.7.3 The Contractor must provide an alternate process to address the following when only one employee is in the WIC office:
- a. **Conflict of Interest**
 - b. **Separation of Duties.**
- 4. FOOD PACKAGE ISSUANCE DELIVERABLES**
- 4.1 The Contractor shall issue food packages in compliance with the WOM Policies **1.07000**, 2.06950 – 2.08500, 3.0145, and 3.0400 - 3.06400.
- 4.2 The Contractor shall ensure: 1) that they issue every participant determined eligible for the WIC Program the appropriate food package pursuant to WOM Policy 2.06600, and 2.06950 – 2.08500; and 2) that they provide the participants food instruments (FI) for the food package on the same day the applicant is determined eligible. **FI and CVVs** are checks used by a participant to obtain supplemental foods.

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4.3 Formula shall not routinely be provided to breastfeeding mothers before their infant is 1 month of age.

4.4 The Contractor shall follow-up with WIC eligible individuals with metabolic disorders who require special medical foods to ensure the individual receives those foods through their private insurance, or through the Metabolic Formula Program as the primary source, if applicable.

5. FOOD INSTRUMENT ISSUANCE, ACCOUNTABILITY AND SECURITY DELIVERABLES

5.1 The Contractor shall provide FIs **only** to participants **who have met the WIC eligibility requirements** in compliance with **the** WOM which includes:

5.1.1 Ensuring proper FI printing, issuance, and recording of disposition to include receipt by participants, guardians, or their authorized proxies;

5.1.2 Ensuring **FIs** are issued only to participants in a current period of eligibility, with a current WIC system certification record, and **ensuring** issuance of only one food package to match the current status of the participant, for each month of eligibility; and

5.1.3 Ensuring participants, guardian(s), or authorized proxies of participants are given instructions on the proper use of the FIs.

5.2 The Contractor shall be accountable and liable for all FIs in the Contractor's and/or subcontractor's possession from the time **FIs** are created through the data system to issuance to the participant or other final non-issued disposition.

5.2.1 The Contractor is responsible for issuing and maintaining support documentation.

5.2.2 The Contractor shall upon request reimburse the Department from non-WIC funds for improperly issued FIs.

6. NUTRITION EDUCATION, BREASTFEEDING EDUCATION AND PROMOTION AND SUPPORT SERVICES DELIVERABLES

6.1 The Contractor shall provide to participants nutrition education, breastfeeding education, promotion and support services, which includes, but is not limited to:

6.1.1 Making available a minimum of two nutrition education contacts during each 6-month period to every adult participant and to every parent/guardian of an infant or child. **The contacts must be provided on two different dates as outlined in WOM Policy 2.06400.**

6.1.2 Developing participant-centered nutrition and/or health goals with every participant;

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- 6.1.3 Conducting follow-up with the participant on their health and/or nutrition goal and documenting goal follow-up within the current certification period
 - 6.1.4 Providing nutrition education contacts that are designed to be easily understood; that bear a practical relationship to the participant's risk factors, nutritional needs, and cultural preferences; that emphasize the relationships between proper nutrition and good health; and that assist the participant in achieving positive changes in food selection and physical activity habits;
 - 6.1.5 Conducting nutrition education follow-up with the participant including when the participant does web based nutrition education.
 - a. Document all Nutrition Education follow-up in MOWINS.
 - 6.1.6 Ensuring that participants are not denied supplemental foods for failure to participate in nutrition education;
 - 6.1.6 Educating, supporting, and encouraging women to initiate and continue to breastfeed;
 - 6.1.7 Providing substance abuse information at each certification, mid-certification, recertification, and referrals as appropriate to participants;
 - 6.1.8 Providing a nutrition education counseling session and exit brochure to all women participants who will be terminated from the WIC Program;
 - 6.1.9 Documenting each nutrition and breastfeeding education contact by recording appropriate nutrition education topics provided, contact appointments missed or refused, follow-up on health/nutrition goal; and
 - 6.1.10 Ensuring that nutrition and breastfeeding education materials are reviewed with participants and are consistent with current standards of professional practice, and are appropriate for use with the target audience pursuant to WOM Policies 2.06000 - 2.06500.
- 7. CLINIC ENVIRONMENT, ACCESSIBILITY OF SERVICES, CUSTOMER SERVICE DELIVERABLES**
- 7.1 The Contractor shall ensure that clinic locations and hours are available that minimize time away from work for employed applicants and parent(s) or guardian(s) of participants, and minimize travel time and distance for applicants and parent(s) or guardian(s).
 - 7.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding.

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- 7.3 The Contractor shall ensure accessibility of WIC services to any eligible person including migrant farm workers and their families; Native American Indians; and homeless individuals.
- 7.4 The Contractor shall ensure WIC is available in their service area by:
- 7.4.1 Notifying the State WIC office in writing at least 60 days prior to opening, relocating, changing hours or days of operation, or closing a clinic site, satellite facility or hospital certification site. This is done by completing an Impact Analysis Template located at (<http://health.mo.gov/living/families/wic/wicwp/forms.php>- (toward bottom of page). The Contractor must send the completed Impact Analysis Template to the Department's assigned technical assistance staff for approval. The assigned technical assistance staff can be found <http://health.mo.gov/living/families/wic/wicwp/index.php>.
- 7.5 The Contractor shall ensure that continuity of WIC services is addressed in their local agency Emergency Response/Disaster Preparedness Plan (ERDP) pursuant to WOM Policy 3.00500.
- 7.6 The Contractor shall provide voter registration services and assure that services are made available in compliance with the National Voter Registration Act of 1993.
- 7.7 The Contractor shall prohibit smoking on the premises used to carry out the WIC Program, including near clinic entrances used by WIC participants.
- 7.8 The Contractor shall promote and enforce a drug free work environment.
- 7.9 The Contractor shall identify, in a highly visible manner, where WIC Program services are located at each Contractor's site. The Contractor shall identify where WIC Program Services are located at each Contractors site through the use of signage or other means to direct WIC participants to the clinic.
- 7.10 The Contractor shall have a written procedure for handling complaints and grievances that must be approved by the Department in the Local Agency Plan (LAP) and shall ensure all Contractor staff follows said policy.
- 7.11 The Contractor shall ensure that WIC staff does not share individual user identification and/or passwords to the data system. The Department will assess penalties to the Contractor according to WOM Policy 3.01400 when it discovers the sharing of individual user identification or passwords.

8. CLINIC MANAGEMENT, COORDINATION DELIVERABLES

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- 8.1 The Contractor shall provide to all WIC Program applicants, proxies, participants, and guardians information about and referrals to available health and social services specific to their needs, including written information on MoHealthNet (formerly Medicaid) and brochures regarding newborn screening.
- 8.2 The Contractor shall have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided through referrals. Such services include, but are not limited to, screening of immunization status, blood lead level, MoHealthNet or MoHealthNet Managed Care, and substance abuse education.
- 8.3 When a Contractor is comprised of a health agency and a human service agency, both agencies shall enter into a signed written agreement that outlines all WIC-related responsibilities of each agency. The Department shall approve the agreement during the application process and shall be on file at both the Department and the respective local agencies. The Department will not use WIC Program funds to reimburse the health agency for the health services provided. However, the Department may reimburse the costs of the WIC certification borne by the health agency.
- 9. ASSESSMENT, PLANNING, AND EVALUATION DELIVERABLES**
- 9.1 The Contractor shall, at least annually, assess the needs of its WIC participants and potential WIC participants using **MOWINS** tool(s) and use such assessments to improve the effectiveness of local service provision. The Contractor shall do this to modify local operations to meet the needs of WIC participants, as appropriate within the allowances and guidelines and state policies as set forth in the Missouri WOM.
- 9.2 The Contractor shall develop a LAP for WIC services. The Contractor shall evaluate the **LAP** throughout the year.
- 9.2.1 The Contractor shall submit the LAP to the Department by **the 1st of** September of the current contract year if the Contractor wishes to **continue to** provide WIC services **for the following year.**
- a. The Contractor's failure to submit the LAP to the Department by the due date will result in the Department withholding the Contractor's monthly reimbursements beginning October 1 until the Contractor complies with this requirement.
 - b. The Contractor shall set their priorities by writing goals, objectives and strategies in their approved LAP.
- 9.2.2 The Contractor shall have a written plan for outreach appropriate to the local area and population. The plan shall include, but not be limited to:

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- a. An active outreach referral network with agencies or organizations which serve similar populations which are potentially eligible; and
 - b. Activities targeting potentially high-risk individuals, and who are most in need of benefits, with emphasis on reaching and enrolling eligible migrants and Missouri women in the early months of pregnancy.
- 9.3 The Contractor shall, at least monthly, follow up on no-show applicants and participants, reschedule missed appointments, and provide adequate and appropriate notice of upcoming appointments.
- 9.4 The Contractor shall attempt to contact any prenatal applicant who misses her initial appointment to determine WIC eligibility and shall document such contacts.
- 9.5 The Contractor shall announce publicly the availability of WIC Program benefits in the first quarter of each contract year, and when significant WIC Program changes have occurred which affect the local population and local participants.

10. STAFFING DELIVERABLES

- 10.1 The Contractor shall ensure all staff is performing within their scope of practice.
- 10.2 All Registered Dietitians (RDs) must be licensed to practice dietetics in Missouri.
- 10.3 The same individual may serve more than one role as long as it is clear which individual staff person fulfills each role. These staff shall include:
- 10.3.1 A WIC Coordinator;
 - 10.3.2 A Nutrition Coordinator/Nutritionist;
 - a. The Contractor is required to have a staff person who is responsible for the nutrition in the agency.
 - 10.3.3 A Qualified Nutritionist;
 - a. The Contractor is required to have a qualified nutritionist who will provide nutrition education and counseling to high-risk participants and oversee the nutrition education aspect of the program.
 - 10.3.4 A Breastfeeding Coordinator;
 - a. The Contractor is required to have a staff person who has knowledge and experience to support breastfeeding.

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- 10.3.5 A Vendor Contact Person;
- 10.3.6 A Competent Professional Authority (CPA);
- 10.3.7 A National Voter Registration Act (NVRA) Liaison; and
- 10.3.8 A Training Coordinator (shall be a CPA).
- 10.4 The Contractor may use the following staff to assist with the WIC certification process:
 - 10.4.1 WIC Certifiers;
 - 10.4.2 Health Professional Assistants (HPAs);
 - 10.4.3 Administrative/clerical staff.

11. TRAINING AND TECHNICAL ASSISTANCE DELIVERABLES

- 11.1 The Contractor shall ensure that the Contractor's staff (and subcontractor's staff, if applicable), who are performing WIC services have successfully completed all training required by the Department according to Missouri WOM.
 - 11.1.1 The Contractor shall ensure that any staff/volunteers used to perform specific WIC functions or duties are appropriately trained using resources from the Department and supervised for the function they are performing.
 - 11.1.2 The Contractor shall ensure all WIC staff has state approved email address and internet services to access e-Learning courses found at <http://health.mo.gov/living/families/wic/wictraining/#gov>.
 - 11.1.3 The Contractor shall ensure that WIC staff complete required e-Learning trainings for WIC Basic Orientation Training provided by the Department for Clerical and HPA staff responsibilities.
 - 11.1.4 The Contractor shall accept training on WIC procedures from the Department or its designee when required or deemed appropriate by the Department.
 - 11.1.5 The Contractor shall maintain staff training records documenting completed training for audit purposes.
 - 11.1.6 The Contractor shall pay for all WIC-allowable expenses incurred by Contractor personnel attending any state-WIC-approved training in any location.
- 11.2 The Contractor shall accept technical assistance from the Department on contract non-compliance or deficiencies in components of WIC Program policies and procedures, as

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the Department determines necessary. The Contractor may request technical assistance at any time from their assigned Department WIC technical assistance staff.

- 11.3 The Contractor shall ensure compliance with Title VI in all aspects of their WIC Program operations. The Title VI Compliance training shall include all the basic requirements of the Title VI that are listed in the U.S. Department of Justice nondiscrimination implementing policies and procedures, 7 C.F.R. Part 15, which implements USDA policies on nondiscrimination in federally assisted programs, and the FNS 113-1 Civil Rights Instruction.
- 11.4 Pursuant to WOM Policies 1.01550 and 3.01400, the Contractor shall require designated staff to complete the following WIC trainings annually: Data Security, Immunizations, Breastfeeding Promotion, Civil Rights and Voter Registration.
- 11.5 The Contractor shall provide the interns from the Department's Program for Dietetic Interns (PDI) with access to learning experiences and involvement in participant/client care in its facilities. Such learning experiences may include, but are not limited to:
 - 11.5.1 Providing necessary facilities and supervisory personnel to establish and carry out the requirements of the PDI, which will give the dietetic interns educational and supervisory experiences in dietetics at the site(s);
 - 11.5.2 Designating a Registered Dietitian or Nutrition Coordinator as Site Preceptor who shall be responsible for the interns and act as the PDI Site Preceptor with the Department;
 - 11.5.3 Ensuring staff designated as PDI preceptors complete PDI preceptor orientation training prior to assuming responsibilities.
 - 11.5.4 Providing the PDI Director or Dietetic Student Education Coordinator with an Evaluation of Intern by Preceptor, Preceptor Evaluation of PDI, and other such information as may be requested concerning each intern's participation at the site(s);
 - 11.5.5 Providing such training aids and data relating to the various phases of the site rotation as may be reasonable and necessary; and
 - 11.5.6 Allowing intern's access and use of the library, break room, parking, and cafeteria facilities, if applicable.
- 11.6 The Contractor shall use special training funding for allowable expenses for either required WIC training or training approved by WIC.

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- 11.6.1 Allowable training expenses include expenses associated with and approved by the Department for travel to and from training, staff time to attend training, lodging, and meals.
- 11.6.2 Training for nutrition education and breastfeeding promotion and support shall be documented on the Contractor's training record.

12. REPORTS

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

13. BUDGET AND ALLOWABLE COSTS

- 13.1 The Department will reimburse the Contractor for necessary and allowable costs incurred specifically for the proper and efficient performance of the contract consistent with the WOM. The Contractor should refer to the Funding Accountability Section of the WOM for guidance on what is considered necessary and allowable costs.
 - 13.1.1 To provide WIC services, the Contractor shall submit a budget through the LAP process for written approval. The Department shall not reimburse the Contractor for any costs before the LAP is approved.
 - 13.1.2 The Contractor shall define in the LAP budget the components of operational costs that are related to nutrition education and breastfeeding promotion and support. At a minimum, one sixth (1/6th) of the Contractor's funds received and documented under this contract must be spent on nutrition education and breastfeeding promotion and support.
 - 13.1.3 The Contractor shall designate staff time by category in the LAP budget.
 - 13.1.4 The Contractor shall use the funds for activities and materials as budgeted and approved by the Department in accordance with the contractor's approved LAP. This applies to all caseload and special funding projects as stated on the attached Budget Page (Attachment C). The Contractor shall request changes among budgeted categories using the online Budget Adjustment form and obtain approval prior to expending funds.
- 13.2 Caseload:

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- 13.2.1 Caseload participation is defined as the number of program participants served in a month. The Department reserves the right to reallocate funds based on the Contractor's cumulative caseload participation counts captured and documented in MOWINS.
- 13.3 **The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment C.** The contract amount will be based on the number of participants provided service during the twelve month period, counted from April 1 through March 31 beginning the previous year.
- a. The Department may increase the projected annualized caseload participation in an annual contract review after six months. An increase in the contract amount will only be considered if:
 1. Additional funds are available.
 2. The agency's percentage of participants served is more than 2% over the contract starting caseload participation amount.
 3. The increase shall be the net amount served above 2% over the contract starting caseload participation amount.
 4. Requested by the agency in writing through assigned **technical assistance team by close of business May 3rd** of the current contract year.
 - b. In the event of a natural disaster or other circumstances that cause an increase in caseload to occur, the Department reserves the right to adjust the contract amount on the request of the **Contractor.**
 - c. The Department will notify the Contractor of any increase in the caseload participation.
- 13.3.1 The contract amount for caseload participation and any special projects funds is based on availability of federal funds, which is subject to change. The Department will provide thirty (30) days written notice to the Contractor prior to an effective change.
- 13.4 Allowable costs for this contract include personnel compensation and benefits, contract services, conference and training, travel, equipment, nutrition education materials, administrative office costs, computer hardware, medical materials, stipend, facility costs, and indirect costs.
- 13.5 Indirect costs

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- 13.5.1 Indirect costs are those associated with the management and oversight of any organization's activities and are result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
- 13.5.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.68.
- a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward and subcontract in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
- 13.5.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 13.6 The Contractor shall maintain a complete, accurate, documented, and current accounting of all contract funds received and expended. The Contractor shall comply with a state WIC office request for documentation of contract funds received and expended within fifteen (15) working days of the date of the request.
- 13.7 The Contractor shall document and report when non-WIC Program funds are used to meet the requirements of this contract or to provide services. These funds must be for allowable expenses and shall be included in the LAP budget and reported in the monthly billing as in-kind.
- 13.8 The Department will reimburse the Contractor for transportation provided by personal vehicles (mileage) at either the current IRS rate for mileage reimbursement or the mileage reimbursement rate set by the Contractor's internal policy, whichever is lower.
- 13.9 The Contractor shall follow competitive procurement practices.

14. INVOICING AND PAYMENT

- 14.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH/EFT) Application, the Contractor shall complete and submit this Application. The Department will make

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- 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.
- 14.1.1 A copy of Vendor Input/ACH/EFT Application and completion instructions may be obtained from the Internet at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 14.1.2 The Contractor must fax the Vendor Input/ACH/EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 14.2 The Contractor shall submit invoices monthly. Invoices shall be due by the tenth (10th) day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 14.2.1 An exception to this requirement is the June invoice. The Department will notify the Contractor in advance of the June submission date, which will be coordinated with the end of the state fiscal year. All documentation shall remain on file at the Contractor's facility.
- 14.2.2 Each monthly invoice shall be submitted via the online WIC invoicing application.
- 14.2.3 The Contractor shall be reimbursed not greater than forty percent (40%) of their caseload-based assigned amount in the 1st quarter, sixty-five percent (65%) in the 2nd quarter and ninety percent (90%) in the 3rd quarter, with the remainder billed in the 4th quarter.
- 14.2.4 The Contractor shall define on each invoice, the components of operational costs that are related to nutrition education and breastfeeding promotion and support.
- 14.2.5 The Contractor shall designate staff time by category on the reimbursement request.
- 14.3 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 14.4 The Contractor shall submit the final invoice within ten (10) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 14.5 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.

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14.6 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor shall have the right to contest any such exception by any legal procedure the Contractor deems appropriate. The Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

14.7 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.

14.8 If the Contractor receives an overpayment by the Department, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

14.9 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://www.cfda.gov/?s=program&mode=list&tab=list>.

15. AMENDMENTS

15.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved each party.

16. MONITORING

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

16.2 The Contractor agrees to on-site monitoring from the Department to assess contract compliance.

16.3 The Contractor shall prepare a local agency Corrective Action Plan (CAP) in response to Department on-site monitoring findings that will be provided in writing by the

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Department. The Contractor shall provide the CAP within the timeframe requested and it must be approved by the Department pursuant to WOM Policy 1.05500.

- 16.4 The Contractor shall complete and submit a CAP Progress Report to document the status of the CAP within the timeframe requested, which must be approved by the Department.
- 16.5 The Contractor shall comply with any written request for a self-monitor report within the timeframe requested by the Department.
- 16.6 When the Department determines through patterns of repeated findings, consultations, or desk audits that the Contractor has failed to demonstrate efficient and effective administration of the WIC Program, or to comply with other requirements contained in this contract, the Department may withhold up to one hundred percent (100%) of the contract funds. Upon correction of the deficiency by the Contractor, the Department may provide the withheld funds to the Contractor.
- 16.7 **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.
- 16.8 The Department has the right to disqualify the Contractor when, through a review, the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area. The Contractor will have the right to an administrative appeal of the Department's decision pursuant to the procedures outlined in WOM Policy 1.05800.
- 16.9 The Department has the right to penalize or fine the Contractor up to ten thousand dollars (\$10,000) for the misuse or illegal use of WIC Program funds, property, or assets as set forth in 7 C.F.R. 246.23 (d).
- 16.10 The Contractor shall investigate and document alleged or suspected participant, authorized representative and/or alternate authorized representative violations and take appropriate action.

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16.11 The Contractor shall be responsible for the monitoring of any subcontractors for compliance with contract guidelines.

17. DOCUMENT RETENTION

17.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

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

17.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

17.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

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

17.6 The Contractor shall have available for review, audit and evaluation all criteria used for certification, including information on the geographic areas served, verification of income standards used and specific criteria used to determine nutritional risk, nutrition education, high risk care plans, and special formula issuance.

18. CONFIDENTIALITY

18.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

18.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the

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Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

19. LIABILITY

- 19.1 The relationship of the Contractor to the Department shall be that of an independent Contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 19.2 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

20. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

- 20.1 **If the Contractor issues any press releases** mentioning contract activities, **the Contractor** shall reference **in the release both** the contract number and the Department. **If the Contractor creates any** publications, including audiovisual items, produced with contract funds, **the Contractor** shall give credit to **both** the contract and the Department **in the publication**. The Contractor shall obtain approval from the Department prior to the release of such **press releases** or publications.

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- 20.2 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, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
- 20.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 20.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 20.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

21. EQUIPMENT/SOFTWARE

- 21.1 The Contractor shall maintain an inventory list of all equipment, resources, and software purchased with WIC funds, both by the Contractor and purchased by the Department and provided to the Contractor. All equipment, resources, and software purchased with WIC funds, both by the Contractor and purchased by the Department and provided to the Contractor, belong to the Department and must be returned to the Department if WIC services are no longer provided by the Contractor. This inventory list must include, but is not limited to:
- a. Multi-user hospital grade electronic breast pumps.
 - b. Items having a value of \$500.00 or higher and sensitive items.
 - c. Items having a useful life of two years or more.
- 21.2 The Contractor shall be responsible for ensuring that the equipment, resources, and software it purchases with WIC Program funds, or that was purchased by the Department and provided to the Contractor for use in its or a subcontractor’s facility, if applicable, are available to conduct WIC Program services. All equipment, resources, and software used for the WIC program shall meet Department requirements and comply with Department specifications, be properly maintained and repaired as needed, and kept secure from theft or vandalism.

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- a. The Contractor shall contact the Department for instructions prior to disposing of equipment that has a WIC inventory tag and was placed for use in the Contractor's facility or purchased with WIC funds.
 - b. The Contractor shall maintain and make available a filing system for Department Non-Expendable Property Transfer/Reassignment forms (form # DH-60) in order to ensure accountability of equipment disposal.
- 21.3 The Contractor shall ensure extended administrative privileges to Department staff to access all computers purchased with WIC funds, or purchased by the Department and on loan to the Contractor, to be able to install software necessary to conduct WIC business. The administrative privileges shall include having a designated local profile with administrative rights for State Information Technology Services Division (ITSD) staff on all WIC computers. This will enable State staff to repair and maintain WIC computers without delay.
- a. If the Contractor's information technology (IT) management and support, or Contractor's management, does not allow the Department's ITSD staff to have access and administrative rights to WIC computers, the local IT support will be responsible for the installation and repair of WIC computers and the associated cost.
 - b. The Contractor shall have current anti-virus and anti-spy ware software installed and operating on every computer connected to the state network or used for WIC business. The Contractor shall regularly update the anti-virus and anti-spy ware software for network security.
- 21.4 The Contractor shall respond to Department requests for inventory verification of equipment and software within fourteen (14) calendar days of the request. Failure to comply will result in the Department withholding the Contractor's monthly reimbursements until compliance is complete.
- 21.5 The Contractor shall use information technology for authorized purposes as set forth in WOM Policy 3.01400.

22. COMMUNICATIONS/RECORD-KEEPING

- 22.1 The Department will provide updates to the WOM when the updates become effective and shall be shared with all WIC staff. The Contractor is responsible for ensuring all staff use current policies and guidance.
- 22.2 The Contractor shall be responsible for ensuring that its entire WIC staff receives information sent from the Department regarding the WIC Program. The Contractor may

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obtain such information electronically via email or online, available on the Department web site at <http://www.health.mo.gov/wic/WICupdates/index.html> or via hard copy by mail. The Contractor may be required to provide written acknowledgement for receipt of policy changes and commodity deliveries.

a. The Contractor shall ensure that its WIC Coordinator and the Nutrition Coordinator have unique Department-provided or agency-provided email addresses if those roles are filled by separate persons. The Contractor cannot use private email addresses to transmit confidential information.

22.3 The Contractor shall collect and report racial and ethnic data with regards to applicants, participants, and potentially eligible populations through the electronic data system provided by the State and maintain on file for a period of 3 years, as stated in WOM Policy 1.05700.

23. AUTHORIZED PERSONNEL

23.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

23.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

23.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after

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enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

- 23.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
- 23.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 23.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 23.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 23.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

24. TERMINATION

- 24.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effectively immediately upon providing written notification to the Contractor if:
- 24.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract or
- 24.1.2 A change in federal or state law relevant to this contract occurs; or

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- 24.1.3 A material change of the parties to the contract occurs; or
- 24.1.4 By request of the Contractor.
- 24.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience, without penalty or recourse, by providing the following written notice.
- 24.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
- 24.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 24.3 In the event of termination, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.
- 25. SUBCONTRACTING**
- 25.1 Any subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the subcontracting arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.
- 25.2 Pursuant to subsection 1 of section 285.530, RSMo no Contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien

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

- 25.2.1 **The** direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
- 25.2.2 **Shall** not henceforth be in such violation and
- 25.2.3 **The** Contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 25.3 The Contractor shall be responsible for **ensuring** that any subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. **The Contractor shall make** documentation of such licensure or certification available **to the Department** upon request.
- 25.4 The Contractor shall notify all subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS**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 Excluded Parties List System (EPLS); 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

CERTIFICATIONS AND SPECIAL PROVISIONS

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.

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor is required to report any conviction of employees 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

CERTIFICATIONS AND SPECIAL PROVISIONS

- 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 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;
 - 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, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
 - 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

CERTIFICATIONS AND SPECIAL PROVISIONS

- 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

- 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.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the 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 <http://health.mo.gov/contractorresources/nga> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.
 - 1.3 The Contractor shall send a copy of any audit report to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. 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/asfr/ogapa/aboutog/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 six months 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.

SUBRECIPIENT SPECIAL CONDITIONS

- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 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 state agency 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 Data Universal Numbering System (DUNS) 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 DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.
- 1.12 Equipment

SUBRECIPIENT SPECIAL CONDITIONS

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