

MISSOURI STATE PLAN

COMMODITY SUPPLEMENTAL FOOD PROGRAM

Missouri Department of Health and Senior Services Community Food and Nutrition Assistance

INTRODUCTION:

The Missouri Department of Health and Senior Services (MDHSS) administers the Commodity Supplemental Food Program (CSFP) in Missouri in accordance with the provisions of 7 CFR Part 247 and with the provisions of 7 CFR Part 250, as applicable. The Missouri CSFP Policies and Procedures Manual provides details about how the program is implemented and is available on the Missouri CSFP webpage along with other information for program outreach and for use by the local agencies. Exhibit A lists the information available on the webpage and current web addresses.

1. LOCAL AGENCIES, in accordance with 247.6(1):

The names and addresses of all local agencies and sub-distributing agencies with which the State agency has entered into an agreement are provided in Exhibit B. MDHSS has established sole source contracts with the six Feeding America Food Banks in Missouri, referred to as local agencies in this document. See Exhibit C for a copy of the Scope of Work used for all agreements and the sole source justification.

2. INCOME ELIGIBILITY, in accordance with 247.6(2):

Elderly persons are income eligible if they have household income at or below 130% of Federal Poverty Income Guidelines published annually by the Department of Health and Human Services.

Elderly guidelines are implemented immediately upon receipt. Income and income exclusions are defined in accordance with 7 CFR 247.9(e). Missouri CSFP chooses to exclude all sources of income allowed to be excluded in 7 CFR 247.9(e)(2) and excludes those required to be excluded in 7 CFR 247.9(e)(3). When warranted, all local agencies consider the household's average income during the previous 12 months and current household income to determine which more accurately reflects the household's status per 7 CFR 247.9(e)(4).

3. NUTRITIONAL RISK CRITERIA, in accordance with 247.6(3):

Nutritional risk criteria are not evaluated in the Missouri CSFP.

4. SERVICE PLAN AND CASELOAD NEEDED, in accordance with 247.6(4):

Available caseload is allocated to the local agencies taking into consideration the need in the service area, the request for caseload submitted by the local agencies and the demonstrated ability of the local agency to administer the program. The local agencies may establish agreements with other public and/or private non-profit agencies to certify applicants and to distribute food packages in accordance with federal regulation and Missouri CSFP policies and procedures.

Population Group Eligibility:

Individuals must fall into one of the eligible population groups as defined in 7 CFR 247.9(a).

Residency Requirement:

Persons eligible for Missouri's CSFP must reside in the State of Missouri, within the service area of the local agency. There are no duration or fixed residency requirements. Migrant and seasonal farm workers shall be considered as meeting the residency requirement. Local agencies are authorized to serve residents from counties outside their normal service area as long as the area served does not overlap another local agency's service area. Elderly persons living in nursing homes are not eligible for CSFP benefits.

Caseload Needed:

The Missouri Department of Health and Senior Services administers CSFP. Data obtained from the Census Bureau indicate a significant number of elderly adults live in poverty in the service areas.

5. OUTREACH PLAN, in accordance with 247.6(5):

Outreach activities are conducted at both the State and local agency level. The Missouri Department of Health and Senior Services has developed several outreach flyers that are available on the Missouri CSFP webpage to promote and advertise the CSFP to the elderly. Statewide press releases are issued through the Missouri Governor's Office as appropriate to highlight newsworthy program events.

Local agencies use the outreach flyers at social service outlets, doctors' offices, clinics,, hospitals, social security offices, senior citizen centers, churches and unemployment offices when caseload is available. A toll free number is provided on the outreach flyers to direct potential participants to the nearest CSFP local agency.

6. SYSTEM FOR STORING AND DISTRIBUTING COMMODITIES, in accordance with 247.6(6):

USDA commodities are shipped directly to the local agency warehouse from the multi-food warehouse and from commercial food manufacturers under USDA contracts. The state submits all direct shipment requests into the web-based system and monitors all multi-food shipment requests placed into the web-based system by the local agencies. Local agencies are responsible for the receipt and storage of commodities; the preparation and distribution/delivery of the food packages; and the certification of participants.

Local agencies recruit and/or establish food distribution sites. Each site conforms to local, state and federal health standards and enters into an agreement with the local agency to assure proper food handling, storing, and distribution procedures and recording requirements are maintained. Agreements must include, at a minimum, the items required in 247.4.

Distribution sites, under agreement with the local agency, assure that adequate care and security is provided for the food while in their possession. Food packages are stored in adequate and secured areas at each distribution site to safeguard them from spoilage, infestation, fire and other losses. These storage areas may also be used to store The Emergency Food Assistance Program (TEFAP) commodities or other USDA foods for local use and distribution but must be inventoried separately. Inventory and distribution amounts as well as participant data are reported monthly.

Participants pick up food packages at their designated distribution site once each month during the distribution site's normal hours of operation. Staff or volunteers at the distribution site verify eligibility and identity of recipients prior to distributing the food packages.

7. NUTRITION EDUCATION PLAN, in accordance with 247.6(7):

Local agencies are responsible for making nutrition education available to all adult participants. At a minimum, local agencies distribute nutrition education information with monthly food packages in the form of a flyer, newsletter or handout. The State agency has developed a list of nutrition education resources available on the web and through various Missouri departments.

8. COST EFFECTIVE CLAIM STANDARDS, in accordance with 247.6(9):

The Missouri Department of Health and Senior Services has established the following cost effective claim standard: The pursuit of a claim against a participant to recover the value of CSFP commodities improperly received or used is cost effective when the value exceeds \$100 or 5 months of CSFP benefits. Local agencies are required to use this standard in determining if a claim is to be pursued and to pursue claims in accordance with 247.30 and Missouri CSFP policies and procedures.

9. HOMEBOUND ELDERLY, in accordance with 247.6(10):

Local agencies are required to make the necessary arrangements to meet the needs of homebound elderly. They are encouraged to coordinate these efforts with the local Area Agency on Aging (AAA) and the homebound “Meals on Wheels” program. Local agencies work with AAAs to identify potential homebound participants, to conduct outreach, and to conduct certification and delivery of food packages. Homebound elderly individuals are given priority over non-homebound elderly when applications exceed the assigned caseload level. Local agencies allow designated proxies to pick up food packages for homebound elderly individuals.

10. COPIES OF AGREEMENTS, in accordance with 247.6(11): See Exhibit C

Missouri Commodity Supplemental Food Program Website
<http://www.health.mo.gov/csfp/>

Information about the Missouri Commodity Supplemental Food Program (CSFP) is available on the Missouri Department of Health and Senior Services website, <http://www.health.mo.gov/csfp/>. Following is a description of what the left side bar topics provide:

[Home](#) – provides a description of the Missouri CSFP, and links to the USDA CSFP site and the Missouri CSFP State Plan.

[Eligibility and Benefits](#) – explains the eligibility requirements for CSFP and the food available to participants as well as listing the CSFP Income Guidelines. These charts are updated annually.

[Agency Locations](#) – links to an interactive map of Missouri. Click on a colored county or St. Louis City and contact information will appear for the coordinating food bank and available distribution sites open to the public. Sites, such as senior housing units, that only serve residents, are not listed.

[Publications](#) – provides links to Missouri CSFP publications including the CSFP Food Package Chart (reflecting the contents of the CSFP food packages based on the participant's category); the CSFP Food Program Survey Report 2004-2005; three CSFP outreach flyers; and the Health and Social Services Referral Information fact sheet.

[Related Links](#) – provides links to pertinent external websites including sites with nutrition education resources.

[CSFP Local Agency Information](#) – this link contains information specifically for the Local Agencies including links each of the following:

- [CSFP Federal Regulation](#) on the USDA website
- [CSFP Policy & Procedure Manual](#) available in pdf format
- [USDA Non-Discrimination Statement](#) – provides the mandatory USDA non-discrimination statement in English and Spanish
- An online resource for annual Civil Right Compliance Training
- The link for U. S. Government food recalls information www.recalls.gov.

Missouri Commodity Supplemental Food Program Local Agencies

Missouri Department of Health and Senior Services has agreements (see Exhibit C) with:

Second Harvest Community Food Bank

915 Douglas
St. Joseph, MO 64505

Caseload assignment: 784

The Food Bank of Central and Northeastern Missouri

2101 Vandiver Dr., Suite B
Columbia, MO 65202

Caseload assignment: 1,693

Harvesters – The Community Food Network

3801 Topping
Kansas City, MO 64129

Caseload assignment: 3,032

Ozarks Food Harvest

2810 N Cedarbrook
Springfield, MO 65801

Caseload assignment: 1,941

Southeast Missouri Food Bank

600 State Hwy H
Sikeston, MO 63801

Caseload assignment: 2,704

St. Louis Area Food Bank

70 Corporate Woods
Bridgeton, MO 63044

Caseload assignment: 5,809

Commodity Supplemental Food Program

1. GENERAL

- 1.1 The contract amount shall not exceed \$X for the period of October 1, 2015 through September 30, 2016.
- 1.2 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. 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.
- 1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Commodity Supplemental Food Program

Program Contact: Keri Burk

Address: P.O. Box 570, Jefferson City, MO 65102-0570

Phone: 573-526-1762

Email: keri.burk@health.mo.gov

2. PURPOSE

- 2.1 The Missouri Department of Health and Senior Services (herein referred to as the Department/state agency) contracts with non-profit organizations (herein referred to as Contractors) to operate the Commodity Supplemental Food Program (herein referred to as the CSFP) according to 7 Code of Federal Regulations (CFR) Parts 247 and 250 and State and Department policies and procedures to:
 - 2.1.1 Provide commodity food packages to low-income pregnant women, postpartum women, breastfeeding women, infants, children up to age 6, and elderly persons age 60 and over, to enhance nutrition for vulnerable Missourians.
 - 2.1.2 Manage the CSFP and funds accountably and appropriately to achieve the desired standards and outcomes of the CSFP, which includes the improved health of low-income pregnant and breastfeeding women, other new mothers up to one year postpartum, infants, children up to their 6th birthday, and older persons at least 60 years of age by supplementing their diets with nutritious commodity foods.

2.1.3 Manage the commodity supplemental foods received effectively and efficiently to avoid spoilage and waste.

3. DEFINITIONS

3.1 Applicant: any person who applies to receive program benefits. Applicants include program participants applying for recertification.

3.2 Breastfeeding women: women up to one year postpartum who are breastfeeding their infants.

3.3 Caseload: monthly average number of persons a Contractor is authorized to serve over a specified period of time.

3.4 Certification: the use of criteria and procedures to assess and document each applicant's eligibility for the CSFP.

3.5 Certification period: the period of time that a participant may continue to receive program benefits without a review of his or her eligibility.

3.6 Children: persons who are at least one year of age but have not reached their sixth birthday.

3.7 Commodities: nutritious foods purchased by United States Department of Agriculture (USDA) to supplement the diets of CSFP participants.

3.8 Dual participation: simultaneous participation by an individual in the CSFP with more than one Contractor or clinic, or simultaneous participation in the CSFP and in the Special Supplemental Nutrition Program for Women, Infants and Children (WIC).

3.9 Elderly persons: persons 60 years of age and older.

3.10 Infants: persons under one year of age.

3.11 Participants: pregnant women, breastfeeding women, postpartum women, infants, children and elderly persons who are receiving supplemental foods under the CSFP.

3.12 Postpartum Woman: a woman who is up to 12 months past termination of her pregnancy as verified by a birth certificate, hospital record of birth, a newspaper notice of birth, or a physician's notice of termination of pregnancy.

4. DELIVERABLES AND OUTCOMES

4.1 General Requirements

4.1.1 The Contractor shall comply with all fiscal and operational requirements prescribed by the Department and the federal regulations 7 CFR Parts 247 and 250. The Contractor shall:

- a. Provide adequate personnel and facilities for the receipt, storage and distribution of CSFP commodities.
- b. Provide assurance that nutrition education will be provided as required.
- c. Provide assurance that steps will be taken to prevent and detect dual participation, as required in 7 CFR 247.19 and Missouri CSFP Policies and Procedures section 2.10.
- d. Provide assurance that information will be provided to participants on other health, nutrition, and public assistance programs, and referrals will be made as appropriate.
- e. Provide assurance that issuance of supplemental food is in accordance with USDA Food and Nutrition Service (FNS) food package instructions.
- f. Accept responsibility for any loss resulting from improper distribution, or improper storage, care, or handling of commodities.
- g. Accept responsibility for any CSFP losses caused by other agencies, which have entered into an agreement with the Contractor.
- h. Accept responsibility for any misuse of program funds.
- i. Have available to conduct a fair hearing, an impartial official who does not have any personal stake or involvement in the decision and who was not directly involved in the initial determination of the action being contested.
- j. Initiate a claim against a participant to recover the value of CSFP commodities improperly received or used if the Contractor determines that the participant, or the parent or caretaker of the participant, fraudulently received or used the commodities.

4.1.2 The Contractor may select other agencies to perform specific program functions such as certification, food distribution and storage. If other agencies are selected to perform program functions, the Contractor shall:

- a. Enter into a written agreement with each agency performing the functions, as required in 7 CFR 247.4 and Missouri CSFP Policies and Procedures section 5.4, prior to making commodities or administrative funds available to these agencies.

- b. Submit the names and addresses of these agencies with the Contractors CSFP Contract Request Form or as soon as such agreements are established.
- 4.1.3 The Contractor shall report any food losses to the Department within 24 hours of such losses being noted. The Department and/or USDA will determine when and if a claim shall be assessed.
- 4.2 Certification
 - 4.2.1 The Contractor shall certify each applicant prior to the issuance of CSFP benefits. Each applicant shall meet the following requirements:
 - a. Individuals must fall into one of the following population groups: infants, children, pregnant, postpartum or breastfeeding women, or elderly persons;
 - b. Meet residency requirements.
 - c. For women, infants and children, household income at or below 185% of federal poverty income guidelines, or households that receive food stamps, Medicaid or Temporary Assistance or who are eligible under existing Federal, State or local food, health or welfare programs for low-income persons.
 - d. For elderly persons, household income at or below 130% of federal poverty income guidelines.
 - 4.2.2 The Contractor shall maintain waiting lists of individuals who apply for the CSFP on-site when funding is not available to provide CSFP benefits.
 - a. The waiting list must include the date of application, the population group of the applicant, and information necessary to allow the local agency to contact the applicant when caseload space becomes available.
 - b. Unless they have been determined ineligible, applicants must be notified of their placement on a waiting list within 10 days of their request for benefits.
 - 4.2.3 When caseload slots become available, the Contractor shall certify eligible individuals from the waiting list based on the date the application was received on a first-come, first-serve basis.
 - 4.2.4 All certification data for each participant shall be recorded on a certification form provided by the Department.
 - 4.2.5 The sentences in the double lined blocks on the participant application form shall be read by, or read to, the applicant or the applicant's parent or caretaker, in the appropriate translation, at the time of certification.

- 4.2.6 A person found ineligible for the CSFP during a certification visit shall be advised in writing within 10 days from the date of application of the ineligibility, including the reason the applicant is ineligible, and of the right to a fair hearing.
- 4.2.7 A person found ineligible at any time during the certification period shall be advised in writing 15 days before termination of eligibility of the reasons for ineligibility and of the right to a fair hearing.
- 4.2.8 Each participant shall be notified in writing at least 15 days before the expiration of each certification period that eligibility for the CSFP is about to expire.
- 4.2.9 Each participant shall receive an explanation of how the CSFP food delivery system in the Contractor's agency operates in the appropriate translation.
- 4.2.10 Each participant shall be advised of the importance of participating in on-going routine health care, the types of health care services available, where they are located and how they may be obtained in the appropriate translation.
- 4.2.11 Certifications shall be established in accordance with the following time frames:
- a. Pregnant women shall be certified for the duration of their pregnancy and for up to 6 weeks postpartum.
 - b. Postpartum and breastfeeding women, infants, children and elderly persons shall be certified at intervals of six months except the initial period which may be less than six months in order to coordinate with the certification cycle of another family member or the Contractor's standard six-month processing schedule.
 - c. One month certification periods may be offered to waiting applicants on a first-come, first-serve basis to maximize caseload utilization.
- 4.3 Nutrition Education
- 4.3.1 Nutrition education shall be thoroughly integrated into CSFP operations. The Contractor shall make nutrition education available to all adult participants and to parents or guardians of infant and child participants. Where applicable, nutrition education for child participants is encouraged.
- 4.3.2 The Contractor shall include the following subject matter in the instructions given to participants:
- a. The nutritional value of CSFP foods, and their relationship to the overall dietary needs of the population groups served;
 - b. Nutritious ways to use CSFP foods;

- c. Special nutritional needs of participants and how these needs may be met;
- d. For pregnant and postpartum women, the benefits of breastfeeding;
- e. The importance of health care, and the role nutrition plays in maintaining good health; and
- f. That it is important for the participant to consume the foods provided and not give them to someone else.

4.3.3 Supplemental foods may be used in food demonstrations in conjunction with nutrition education and when used primarily for the participants in the CSFP. Supplemental foods may not be used for outreach, refreshments for participants, or any other such purpose.

4.3.4 Supplemental foods may not be provided to any other community agency or facility for any purpose whatsoever, unless such agency has entered into a signed written agreement with the Department or Contractor to provide nutrition education services.

4.3.5 The Contractor may be required to distribute and collect surveys at randomly selected sites. Survey results will be used to develop a statewide systematic process to assess client needs and effectiveness of nutrition education provided.

4.4 Recordkeeping Requirements

4.4.1 Accurate and complete records shall be maintained with respect to all activities under the CSFP.

4.4.2 The Contractor shall maintain accurate and complete records with respect to the receipt, disposal and inventory of supplemental foods, including the determination made as to liability for any improper distribution or use of, or loss of, or damage to, such food.

4.4.3 Accurate and complete records shall be maintained with respect to the receipt and use of administrative funds.

4.4.4 The Contractor shall submit food orders, monthly reports (FNS form 153) and Dual Participation Rosters in accordance with the due dates and procedures established by the Department.

5. **REPORTS**

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

the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

6. BUDGET AND ALLOWABLE COSTS

6.1 The Contractor shall maintain complete, accurate, documented and current accounting of all contract funds received and expended.

6.2 The Contractor shall be reimbursed for necessary and allowable costs incurred specifically for the proper and efficient performance of the contract, or the contract amount, whichever is less, as outlined in Office of Management and Budget (OMB) 2 CFR 200.405 and the CSFP regulations. Allowable costs for the contract include, but are not limited to:

6.2.1 Storing, transporting, and distributing foods;

6.2.2 Determining the eligibility of program applicants;

6.2.3 Program outreach;

6.2.4 Nutrition education;

6.2.5 Audits and fair hearings;

6.2.6 Monitoring and review of program operations;

6.2.7 Transportation of participants to and from the distribution site, if necessary; and

6.2.8 Indirect Costs

6.3 The Department reserves the right to reallocate caseload and operational funds at any time based on documented cumulative caseload served.

6.4 Indirect costs

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

6.4.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.68.

- 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.

- 6.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 6.5 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.
- 6.6 The Contractor shall follow competitive procurement practices.
- 6.7 The Department will pay all approved administrative expenses submitted by the Contractor based on actual costs incurred or based on contracted amount, whichever cost is less.

7. INVOICING AND PAYMENT

- 7.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.
 - 7.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendor services.mo.gov/vendorservices/Portal/Default.aspx>.
 - 7.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 7.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.
- 7.3 The Contractor shall submit invoices monthly. Invoices shall be due by the fifteenth (15th) day of the month following the month in which the Contractor provided services

under the contract. The Contractor shall perform the services prior to invoicing the Department.

7.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

7.5 The Contractor shall submit invoices and reports by fax or mail to:

Missouri Department of Health and Senior Services
Bureau of Community Food and Nutrition Assistance
P.O. Box 570
Jefferson City, MO 65102-0570
Fax (573)526-3679

7.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

7.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

7.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor 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.

7.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

7.10 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

7.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid

from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://www.cfda.gov/?s=program&mode=list&tab=list>.

8. AMENDMENTS

- 8.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

9. MONITORING

- 9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.
- 9.3 The Department will monitor CSFP operations in accordance with CSFP regulations. Unannounced visits may be made at any time during the Contractor's normal hours of operations.
- 9.4 The Department will make adjustment to administrative claims, as needed, when the Contractor fails to comply with CSFP regulations.
- 9.5 In accordance with CSFP regulations, the Contractor has the right to appeal actions taken by the Department that deny all or part of an administrative claim, or suspend or terminate this contract.

10. DOCUMENT RETENTION

- 10.1 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.

- 10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 10.3 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.
- 10.4 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.
- 10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

- 11.1 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.
- 11.2 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 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.

12. LIABILITY

- 12.1 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.

- 12.2 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.

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

- 13.1 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.
- 13.2 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:
- 13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 13.3 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.

14. AUTHORIZED PERSONNEL

- 14.1 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.
- 14.2 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.
- 14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 14.4 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:

- 14.4.1 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
- 14.4.2 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
- 14.4.3 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.
- 14.5 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.

15. TERMINATION

- 15.1 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:
 - 15.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - 15.1.2 A change in federal or state law relevant to this contract occurs; or
 - 15.1.3 A material change of the parties to the contract occurs; or
 - 15.1.4 By request of the Contractor.
- 15.2 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.
 - 15.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 15.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 15.3 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.