



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
PROGRAM SERVICES CONTRACT

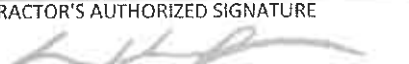
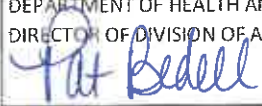
AM2466 ✓

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

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 Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking # 50858	Contract Title: COVID-19 HEALTH CARE AUGMENTATION	
Contract Start: 8/16/2021	Contract End: 11/30/2021	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: DH220050858		Amend #: 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) SLSCO LTD	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS PO BOX 17017	
CITY, STATE, and ZIP CODE GALVESTON TX 77552	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****0114	DUNS NUMBER
CONTRACTOR'S AUTHORIZED SIGNATURE 	DATE 8/13/21
PRINTED NAME William Sullivan	TITLE President
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE 	DATE 8/16/2021

COVID-19 HEALTH CARE AUGMENTATION

1. GENERAL

- 1.1 The contract shall be effective for the period of Date of Award through November 30, 2021.
- 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 Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.3.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.3.3 Taxes (e.g., city/county/state/federal)
 - 1.3.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.3.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Office of Emergency Coordination

Program Contact: Paula Nickelson

Address: 930 Wildwood, Jefferson City, MO 65109

Phone: 573-751-5264

Email: Paula.Nickelson@health.mo.gov

COVID-19 HEALTH CARE AUGMENTATION

2. PURPOSE

- 2.1 As a result of the COVID-19 pandemic, pursuant to section 34.045, RSMO, which allows emergency procurement, the Missouri Department of Health and Senior Services (Department) desires to establish a contract with SLSCO Ltd. (Contractor) for Alternate Care Sites (ACS), infusion centers and healthcare staffing augmentation.

3. DELIVERABLES AND OUTCOMES

Alternate Care Site(s):

- 3.1 The ACS will operate for a minimum of thirty (30) days and up to one hundred twenty (120) days for the agreed upon location(s) and implementation date by the Department and Contractor. Either party may modify the length of operational time for the ACS with a minimum of five (5) days' notice to the other party.
- 3.2 The patients to be treated in this ACS will be identified by agreed-upon admission and discharge criteria established collaboratively by the referring hospitals and the Department. The Department may consult with the Contractor about admission and discharge criteria. The patients to be treated in this facility must be COVID-19 patients, there will be no mingling of non-COVID-19 patients in this facility. The ACS will operate 24/7 during the course of activation.
- 3.3 The Contractor shall provide appropriate medical staff, operational support staff, logistics, and hospital administration staff. Staffing ratios to be based upon realized needs while supporting ACS operations. The Contractor will continue to add staff during any ramp-up period to achieve normal staffing levels.
- 3.4 The Contractor shall provide an ACS Chief Medical Officer (CMO) who, working collaboratively with the ACS administrator and physicians from referring hospitals, may assist in the development of patient care protocols to be implemented at the ACS. Such protocols must include cardiopulmonary resuscitation (CPR)/Resuscitation protocols for COVID-19 patients and a protocol for deterioration monitoring with communication and readmission pathways as needed and shall be approved by the Department.
- 3.5 The Contractor shall ensure that all services provided through this contract shall be provided by individuals with appropriate qualifications, evidence of which shall be provided to the Department upon request. Contractor-provided physicians must provide services in a competent and qualified manner in accordance with all applicable

COVID-19 HEALTH CARE AUGMENTATION

laws and applicable standard of care in the State of Missouri. During this contract, the Contractor shall ensure each Contractor-provided physician either maintains a valid license to practice medicine in the State of Missouri or has been granted emergency licensure to practice in the State of Missouri.

3.5.1 The Contractor shall ensure that, except as disclosed in writing to the Department, the following are true with respect to any Contractor-provided physician providing services under this contract:

- a. No physician has had their license to practice medicine in any state suspended, revoked, restricted, or deemed to be probationary.
- b. No physician has ever been reprimanded, sanctioned, or disciplined by any licensing or accrediting board or state or local medical society or specialty board;
- c. No physician has had a final judgement of malpractice entered against them;
- d. No physician has been denied membership or reappointment of membership on the medical staff of any hospital, and no clinical privileges have ever been suspended, curtailed, or revoked; and
- e. As of the effective date of this contract, no physician has been the subject of any report or disclosure submitted to the National Practitioner Data Bank.

3.6 The Contractor shall be responsible to ensure obtaining and maintaining of all necessary licenses, background checks, and certifications for ACS staff in accordance with the Missouri Division of Professional Registration <https://pr.mo.gov/>. All applicable state waivers are available at <https://health.mo.gov/living/healthcondiseases/communicable/novel-coronavirus/waivers-laws-rules.php>. The Contractor shall present to the Department any requests for additional waivers to allow or expedite use of out-of-state healthcare providers or other identified needs.

3.7 The Contractor shall be responsible to ensure obtaining and maintaining all necessary hospital licenses necessary to operate within the State of Missouri, including Drug Enforcement Agency (DEA) licensure if necessary.

3.8 The Contractor shall be responsible for all patient care and to provide all materials, supplies, and equipment required for the performance of point of care testing and patient care as is customarily performed in low acuity facilities.

COVID-19 HEALTH CARE AUGMENTATION

- 3.9 The Contractor shall be responsible to ensure appropriate infection control procedures and practices are maintained throughout the facility.
- 3.10 The Contractor shall be responsible for a thorough cleaning and disinfecting of the facility site upon demobilization, returning the facility back to the condition at time of initial occupancy. This will be subject to site survey by the Department or regional partners.
- 3.11 The Contractor shall be responsible to assure wrap-around services for the facility, in collaboration with regional partners. Wrap-around services include, but may not be limited to: feeding/meals; security; pharmacy supply; janitorial services; sleeping/linen service; hygiene services; laundry services; nurse stations; patient room furnishings; obesity care such as larger beds, lifts, extra-large wheel chairs, and commodes; and generators (if needed).
- 3.12 The Contractor shall ensure full, completed COVID vaccination status for all ACS staff, regardless of position or patient care responsibilities.
- 3.13 The Contractor shall be responsible to ensure fit testing for all involved patient care staff.
- 3.14 The Contractor shall ensure compliance with all personal protective equipment (PPE) requirements established by CDC for healthcare settings, regardless of the ACS staff's vaccination status (<https://www.cdc.gov/coronavirus/2019-ncov/hcp/using-ppe.html>).
- 3.15 The Contractor shall be responsible for the logistical arrangements of their staff to include lodging, food, and transportation.
- 3.16 The Contractor shall provide equipment in the quantities and types to provide the acuity level of care identified.
- 3.17 The Contractor (or its staffing subcontractor) will be solely responsible for all payroll, health benefits, required insurance coverages, tax reporting, and payment.
- 3.18 The Contractor shall be responsible for the purchase, storage, and inventory management of all supplies necessary to support the efficient operation of the ACS as needed during the contract period.

COVID-19 HEALTH CARE AUGMENTATION

- 3.19 All medical and other records and documents prepared by the Contractor or its subcontractors shall be and remain the property of the Contractor or its subcontractors and the applicable patient, in accordance with applicable laws. The Contractor agrees to keep all such records confidential and shall cause its subcontractors to keep such records confidential, in accordance with all applicable laws. Upon discharge, the Contractor shall provide each patient with information regarding access to their medical records. The Contractor shall provide to the Department similar information in order to facilitate patients' access to medical records.
- 3.20 The Contractor shall be responsible to submit daily situational updates, including numbers of patients served, and identify any challenges and successes to the Department and the Missouri State Emergency Management Agency (SEMA). The content and format of the report will be jointly agreed-upon by the Contractor, the Department, and SEMA and may evolve during the course of the ACS activation. The Contractor shall participate in telephone reviews or consultations as called or required by the Department or local partners.
- 3.21 The Contractor (or its staffing subcontractor) shall not recruit Missouri citizen healthcare providers currently employed in any inpatient, outpatient, or primary care facility or provider. If Missouri citizens are employed as healthcare providers, there should be a minimum of thirty (30) days since their most recent employment in a Missouri inpatient, outpatient, or primary care facility or provider.
- 3.22 The Contractor shall ensure an embedded rapid response (Code Blue) team on-site at the ACS.
- 3.23 If requested by the Department, the Contractor shall develop and maintain a contract or other payment arrangement with the state's identified ACS site assuring payment for the site and any necessary permits, as well as utilities.
- 3.24 The Contractor shall, with no less than seven (7) days' notice from the Department, relocate the ACS assets inclusive of staff, equipment, and supplies to another identified area of the state to a building of opportunity identified by the Department to offer ACS services. The Department may choose this option if the current ACS site is found to be underutilized.
- 3.25 The Contractor shall be responsible for obtaining and maintaining all necessary licenses, permits, and certifications required by applicable state and federal laws and requirements, including hospital licensure. The Department will assist the Contractor with expeditious hospital licensure in order to facilitate this emergency ACS use.

COVID-19 HEALTH CARE AUGMENTATION

Monoclonal Antibody (mAb) Infusion Staff, Equipment and Supplies Services:

- 3.26 The Contractor shall provide medical staff, operational support staff, equipment, supplies, and logistics and administration staff based upon infusion center capacity in thirty (30) day increments. Anticipated mAb staffing ratios are based upon realized needs while supporting prior mAb infusion centers.

Healthcare Staffing Augmentation Services:

- 3.27 The Contractor shall assist Missouri critical access and acute care hospitals with staffing needs at the firm fixed hourly rates contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 3.28 The Contractor shall invoice the Department for these staffing costs according to the not to exceed amount identified per hospital in Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein. The Contractor shall contract or otherwise assure costs of each hospital's staffing needs above the not to exceed cost per hospital from the Department is borne by the hospital itself.
- 3.29 The Missouri Department of Mental Health, Missouri Veteran's Commission, Missouri Division of Youth Services and Missouri Department of Corrections may use this contract to secure healthcare staffing according to the firm fixed rate in Attachment B. Payment for those staffing costs will be borne by the respective state agency, or a contracted provider of services to the respective state agency, and payment arrangements finalized with those respective agencies.
- 3.30 Facilities licensed by Missouri Department of Health and Senior Services as skilled nursing, intermediate care, assisted living or residential care facilities may use this contract to secure healthcare staffing according to the firm fixed rate in Attachment B. Payment for those staffing costs will be borne by the respective facility and payment arrangements finalized with those respective agencies.

Department Responsibilities:

- 3.31 The Department is responsible for and has final approval of all programmatic decisions.
- 3.32 The Department will assist with acquiring high demand medical equipment and supply items, including COVID-19 related medications and rapid testing equipment, if needed.

COVID-19 HEALTH CARE AUGMENTATION

- 3.33 The Department will assist the Contractor in securing reciprocal acknowledgement of required medical licensing from the State of Missouri, if needed.
- 3.34 The Department will assist the Contractor in obtaining necessary licensing support or connection to a local hospital system that allows for full functioning of each ACS, if needed.
- 3.35 The Department will assist the Contractor in obtaining necessary licensing support or connection to a local hospital system that allows for transfer of and/or access to DEA controlled drug delivery to ACS patients if needed.
- 3.36 The Department will assist the Contractor in obtaining and maintaining, on an expedited basis, all necessary licenses, permits, and certifications required by applicable state and federal government authorities in connection with the establishment of each ACS.

4. REPORTS

- 4.1 The Contractor shall submit to the Department within ten (10) days of demobilization a final summary report of work performed including, but not limited to, numbers of patients served, services and capabilities performed, identified challenges or barriers to be addressed prior to a subsequent ACS activation, and other pertinent details.

5. BUDGET AND ALLOWABLE COSTS

- 5.1 The Department will pay the Contractor a firm, fixed price for Alternate Care Sites as set forth in Attachment D, which is attached hereto and incorporated by reference as if fully set forth herein, upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices.
- 5.2 The Department will pay the Contractor a firm, fixed price for Monoclonal (mAb) Antibody Infusion Staff, Supplies and Equipment as set forth in Attachment E, which is attached hereto and incorporated by reference as if fully set forth herein, upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices. The total amount for Monoclonal (mAb) Antibody Infusion Staff, Supplies and Equipment shall not exceed \$15,000,000.00.
- 5.3 The Department will pay the Contractor the not to exceed price for each critical access and acute care hospital accessing healthcare staffing augmentation services using a firm, fixed hourly rates for Supplemental Staffing as set forth in Attachment B, upon

COVID-19 HEALTH CARE AUGMENTATION

satisfactory completion of the deliverables and submission and approval of all required reports and invoices. The Department's not to exceed reimbursement per hospital is Attachment C. The total amount for critical access and acute care hospital accessing healthcare staffing augmentation services shall not exceed \$15,000,000.00.

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

6. INVOICING AND PAYMENT

- 6.1 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.

- 6.1.1 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>

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

- 6.2 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.

- 6.3 The Contractor shall submit invoices monthly. The Contractor shall perform the services prior to invoicing the Department.

- 6.4 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.

- 6.5 The Contractor shall submit invoices and reports to

Missouri Department of Health and Senior Services
Division of Community Health and Public Health
Office of Emergency Coordination
Attn: Paula Nickelson

COVID-19 HEALTH CARE AUGMENTATION

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

- 6.6 The Contractor shall submit the final invoice by December 10, 2021. The Department shall have no obligation to pay any invoice submitted after the due date.
- 6.7 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 subject to the deadline for submitting the final invoicing set forth herein. The Contractor shall be permitted to correct any deficiencies and resubmit invoice(s) for payment to the Department.
- 6.8 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.
- 6.9 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 6.9.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:
- Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570
- 6.10 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://beta.sam.gov/>.
- 6.11 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

COVID-19 HEALTH CARE AUGMENTATION

7. AMENDMENTS

- 7.1 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.

8. MONITORING

- 8.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 8.2 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. DOCUMENT RETENTION

- 9.1 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.
- 9.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 9.3 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.
- 9.4 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.

COVID-19 HEALTH CARE AUGMENTATION

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

10. CONFIDENTIALITY

- 10.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 10.2 The Contractor shall comply with provisions of Attachment F, as attached hereto and incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

11. LIABILITY

- 11.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 11.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 11.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and

COVID-19 HEALTH CARE AUGMENTATION

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.

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

- 12.1 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.
- 12.2 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:
 - 12.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
 - 12.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 12.3 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.

13. AUTHORIZED PERSONNEL

- 13.1 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.

COVID-19 HEALTH CARE AUGMENTATION

- 13.2 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.
- 13.3 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” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and 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.
- 13.4 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:
- 13.4.1 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

COVID-19 HEALTH CARE AUGMENTATION

- 13.4.2 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
- 13.4.3 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.
- 13.5 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.

14. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

- 14.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 14.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 14.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
- 14.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has

COVID-19 HEALTH CARE AUGMENTATION

ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

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, effective 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.

16. SUBCONTRACTING

- 16.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a

COVID-19 HEALTH CARE AUGMENTATION

subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

- 16.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:
 - 16.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 16.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 16.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 16.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

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 System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

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.

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

CERTIFICATIONS AND SPECIAL PROVISIONS

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

- 6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
 - 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
 - 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
 - 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
 - 6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

- 7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

Staffing

Staff Classification	Med Surge Standard Rate
Registered Nurse - Med/ Surge	\$160
Registered Nurse - ICU	\$185
Registered Nurse – Tele/Obs	\$175
Registered Nurse - ER	\$175
Registered Nurse - OR	\$160
Registered Nurse - BH	\$140
Licensed Practical Nurse - BH	\$100
Licensed Practical Nurse	\$90
Certified Nursing Assistant	\$65
Respiratory Therapist	\$185
MRI Technician	\$150
X-Ray Technician	\$100
Pharmacist	\$250
Pharmacy Technician	\$125
Home Care Aide	\$75
Environmental Services	\$70
Physician – ED	\$500
Physician - Hospitalist	\$425
Physician – Infectious Disease	\$460
Physician – Critical Care	\$550

Overtime paid at 1.5 x's standard rate after 40hours in a workweek

Staff schedules based on a minimum of 48hour/ week (e.g. 4 days per week; 12 hour days)

Employee support costs billed at cost

Travel costs to/ from State billed at actual cost

Travel costs to/ from Site billed at actual cost Per

diem rates based on area GSA rates

Facility Name	County	Address	City, State Zip	Total Licensed Beds	Total Certified CRS Beds	Total Licensed + ICU Certified Beds	Total Certified ICU Beds	Total Licensed + Certified ICU Beds	Total Funding
TIER 1 0-25 Licensed Beds									
Christian Hospital Northeast- Northwest	ST LOUIS	1225 Graham Road	Florissant, MO 63031	3		3	3	3	1 \$ 50,000
Parkland Health Center-Bonne Terre	ST FRANCOIS	7245 Raider Road	Bonne Terre, MO 63628	3		3	0	0	1 \$ 50,000
Research Medical Center - Brookside Campus	JACKSON	6601 Rockhill Road	Kansas City, MO 64131	3		3	0	0	1 \$ 50,000
SSM Health Saint Louis University Hospital-South Campus	ST LOUIS CITY	1755 South Grand Bvd	St. Louis, MO 63110	6		6	0	0	1 \$ 50,000
Ellett Memorial Hospital	ST CLAIR	610 North Ohio Avenue	Appleton City, MO 64724	12		12	0	0	1 \$ 50,000
Shriners Hospitals for Children	ST LOUIS	4400 Clayton Ave	St. Louis, MO 63110	12		12	0	0	1 \$ 50,000
Iron County Medical Center	IRON	301 North Highway 21	Pilot Knob, MO 63663	15		15	0	0	1 \$ 50,000
Putnam County Memorial Hospital	PUTNAM	1926 Oak Street, P.O. Box 389	Unionville, MO 63565	15		15	0	0	1 \$ 50,000
Landmark Rehabilitation Hospital of Columbia, LLC	BOONE	604 Old 63 N., Suite 101	Columbia, MO 652016308	16		16	0	0	1 \$ 50,000
Osage Beach Center for Cognitive Disorders	CAMDEN	840 Passover Road	Osage Beach, MO 650652834	16		16	0	0	1 \$ 50,000
Community Hospital Association	ATCHISON	26136 US Highway 59, PO Box 107	Fairfax, MO 64446	18		18	0	0	1 \$ 50,000
Mercy Hospital Cassville	BARRY	94 Main Street	Cassville, MO 65625	18		18	0	0	1 \$ 50,000
Harrison County Community Hospital	HARRISON	2600 Miller Street	Bethany, MO 64424	19		19	0	0	1 \$ 50,000
Excelsior Springs Hospital	CLAY	1700 Rainbow Boulevard	Excelsior Springs, MO 64024	20		20	0	0	1 \$ 50,000
Wright Memorial Hospital	GRUNDY	191 Iowa Boulevard	Trenton, MO 64683	22		22	0	0	1 \$ 50,000
Landmark Hospital of Columbia, LLC	BOONE	604 Old Hwy 63 N	Columbia, MO 65201	23		23	0	0	1 \$ 50,000
Hermann Area District Hospital	GASCONADE	509 West 18th Street, P.O. Box 470	Hermann, MO 65041	24		24	0	0	1 \$ 50,000
Carroll County Memorial Hospital	CARROLL	1502 North Jefferson	Carrollton, MO 64633	25		25	0	0	1 \$ 50,000
Cass Regional Medical Center	CASS	2800 E Rock Haven Road	Harrisonville, MO 64701	25		25	4	4	1 \$ 50,000

Facility Name	County	Address	City, State Zip	Total Licensed Beds	Total Certified CMS Beds	Total Licensed + ICU Beds	Total Certified ICU Beds	Total Licensed + Certified ICU Beds	Tier	Total Funding
Cedar County Memorial Hospital	CEDAR	1401 South Park Street	El Dorado Springs, MO 64744	25		25	0	0	1	\$ 50,000
Cox Barton County Hospital	BARTON	29 NW 1st Lane	Lamar, MO 64759	25		25	0	0	1	\$ 50,000
Cox Monett Hospital	BARRY	1000 E U.S. Highway 60	Monett, MO 65708	25		25	0	0	1	\$ 50,000
Hedrick Medical Center	LIVINGSTON	2799 North Washington Street	Chillicothe, MO 64601	25		25	4	4	1	\$ 50,000
Macon County Samaritan Memorial Hospital	MACON	1205 North Missouri St	Macon, MO 63652	25		25	0	0	1	\$ 50,000
Madison Medical Center	MADISON	611 West Main Street	Fredericktown, MO 63645	25		25	4	4	1	\$ 50,000
Mercy Hospital Carthage	JASPER	3125 Dr Russell Smith Way	Carthage, MO 64836	25		25	0	0	1	\$ 50,000
Mercy Hospital Lincoln	LINCOLN	1000 East Cherry St	Troy, MO 63379	25		25	4	4	1	\$ 50,000
Mercy St. Francis Hospital	HOWELL	100 West Highway 60, PO Box 82	Mountain View, MO 65548	25		25	0	0	1	\$ 50,000
Missouri Baptist Sullivan Hospital	CRAWFORD	751 Sappington Bridge Road, PO Box 190	Sullivan, MO 63080	25		25	8	8	1	\$ 50,000
Perry County Memorial Hospital	PERRY	434 North West Street	Perryville, MO 63775	25		25	0	0	1	\$ 50,000
Pershing (General John J) Memorial Hospital	LINN	130 East Lockling	Brookfield, MO 64628	25		25	0	0	1	\$ 50,000
Pike County Memorial Hospital	PIKE	2305 Georgia Street	Louisiana, MO 63353	25		25	0	0	1	\$ 50,000
Salem Memorial District Hospital	DENT	35629 Hwy 72, PO Box 774	Salem, MO 65560	25		25	0	0	1	\$ 50,000
Scotland County Hospital	SCOTLAND	450 E. Sigler Avenue	Memphis, MO 63555	25		25	2	2	1	\$ 50,000
Sullivan County Memorial Hospital	SULLIVAN	630 West 3rd Street	Milan, MO 63556	25		25	0	0	1	\$ 50,000
Washington County Memorial Hospital	WASHINGTON	300 Health Way	Potosi, MO 63664	25		25	0	0	1	\$ 50,000
TIER 2 26-75 Licensed Beds										
Landmark Hospital of Cape Girardeau, LLC	CAPE GIRARDEAU	3255 Independence Street	Cape Girardeau, MO 63701	30		30	0	0	2	\$ 75,000
Landmark Hospital of Joplin, LLC	NEWTOWN	2040 W. 32nd Street	Joplin, MO 64804	30		30	0	0	2	\$ 75,000
SSM Health Rehabilitation Hospital - Lake St. Louis	ST CHARLES	100 Medical Plaza 5th Floor	Lake St. Louis, MO 63367	30		30	0	0	2	\$ 75,000

Facility Name	County	Address	City, State Zip	Total Licensed Beds	Total Certified CMS Beds	Total Licensed + Certified Beds	ICU Licensed Beds	Total Certified ICU Beds	Total Licensed + Certified ICU Beds	Total Funding
Lafayette Regional Health Center	LAFAYETTE	1500 State Street	Lexington, MO 64067	32		32	32	4	4	2 \$ 75,000
Perimeter Behavioral Hospital of Springfield	GREENE	2828 North National Drive	Springfield, MO 65803	32		32	32	0	0	2 \$ 75,000
Select Specialty Hospital-St. Louis	ST CHARLES	300 1st Capitol Drive	St. Charles, MO 63301	33		33	33	0	0	2 \$ 75,000
Ray County Memorial Hospital	RAY	904 Wollard Boulevard	Richmond, MO 64085	34		34	34	0	0	2 \$ 75,000
Mosaic Medical Center - Albany	GENTRY	705 N. College Street	Albany, MO 64402	35		35	35	0	0	2 \$ 75,000
SSM Health Rehabilitation Hospital - Richmond Heights	ST LOUIS	1027 Bellevue Avenue	Richmond Heights, MO 63117	35		35	35	0	0	2 \$ 75,000
St. Luke's Rehabilitation Hospital	ST LOUIS	14709 Olive Boulevard	Chesterfield, MO 63017	35		35	35	0	0	2 \$ 75,000
The Rehabilitation Institute of St. Louis, an affiliation of BJC Healthcare and Encompass Health	ST CHARLES	4455 Duncan Avenue	St. Louis, MO 63110	35		35	35	0	0	2 \$ 75,000
Signature Psychiatric Hospital	CLAY	2900 Clay Edwards Drive	North Kansas City, MO 64116	36		36	36	0	0	2 \$ 75,000
Kindred Hospital St. Louis South	ST LOUIS	10018 Kennerly Road, Building B	St. Louis, MO 63128	38		38	38	0	0	2 \$ 75,000
Select Specialty Hospital - Town and Country	ST LOUIS	3015 N. Ballas Rd. 5th Floor	St. Louis, MO 63131	38		38	38	0	0	2 \$ 75,000
Noble Health Callaway Community Hospital	CALLAWAY	10 South Hospital Drive	Fulton, MO 65251	40		40	40	3	3	2 \$ 75,000
Signature Psychiatric Hospital Liberty	CLAY	2525 Glenn Hendren Dr.	Liberty, MO 64068	40		40	40	0	0	2 \$ 75,000
Long-Term Acute Care Hospital, Mosaic Life Care at St. Joseph	BUCHANAN	5325 Faraon Street	Saint Joseph, MO 64506	41		41	41	0	0	2 \$ 75,000
Women's and Children's Hospital	BOONE	404 Keene Street	Columbia, MO 65201	0	44	44	44	0	71	3 \$ 75,000
Ste Genevieve County Memorial Hospital	STE GENEVIEVE	800 Ste. Genevieve Drive, P.O. Box 468	Ste. Genevieve, MO 63670	47		47	47	0	0	2 \$ 75,000
Crittendon Children's Center	JACKSON	10918 Elm Avenue	Kansas City, MO 64134	48		48	48	0	0	2 \$ 75,000

Facility Name	County	Address	City, State Zip	Total Licensed Beds	Total Certified Beds	Total Licensed + ICU Beds	Total Certified ICU Beds	Total Licensed + ICU Beds	Total Certified ICU Beds	Total Funding
Mercy Orthopedic Hospital Springfield	GREENE	3050 E Riverbluff Boulevard	Ozark, MO 65721	48		48	0	0	0	2 \$ 75,000
SoutheastHEALTH Center of Stoddard County	STODDARD	1200 North One Mile Road	Dexter, MO 63841	48		48	4	4	4	2 \$ 75,000
Freeman Neosho Hospital	NEWTON	113 West Hickory Street	Neosho, MO 64850	49		49	4	4	4	2 \$ 75,000
Barnes-Jewish Hospital - Psychiatric Support Center	ST LOUIS CITY	5355 Delmar Blvd	St. Louis, MO 63112	50		50	0	0	0	2 \$ 75,000
Kindred Hospital Northland	CLAY	500 NW 68th Street	Kansas City, MO 64118	50		50	0	0	0	2 \$ 75,000
Truman Medical Center - Hospital Hill 2 Center	JACKSON	1000 E 24th Street, 2 Center	Kansas City, MO 64108	50		50	0	0	0	2 \$ 75,000
Mercy Hospital Aurora	LAWRENCE	500 Porter Avenue	Aurora, MO 65605	53		53	3	3	3	2 \$ 75,000
Royal Oaks Hospital, Inc.	HENRY	307 North Main	Windsor, MO 65360	54		54	0	0	0	2 \$ 75,000
Golden Valley Memorial Hospital	HENRY	1600 North Second Street	Clinton, MO 64735	56		56	8	8	8	2 \$ 75,000
SSM Health Saint Louis University Hospital	ST LOUIS CITY	3635 Vista Avenue	St. Louis, MO 63110	56		56	0	0	0	2 \$ 75,000
Cameron Regional Medical Center, Inc.	CLINTON	1600 East Evergreen, P.O. Box 557	Cameron, MO 64429	58		58	5	5	5	2 \$ 75,000
Mercy Hospital Lebanon	LACLEDE	100 Hospital Drive	Lebanon, MO 65536	58		58	4	4	4	2 \$ 75,000
Bates County Memorial Hospital	BATES	615 West Nursery Street, P.O. Box 370	Buller, MO 64730	60		60	6	6	6	2 \$ 75,000
Fitzgibbon Hospital	SALINE	2305 South 65 Highway, P.O. Box 250	Marshall, MO 65340	60		60	7	7	7	2 \$ 75,000
Mercy Rehabilitation Hospital Springfield	GREENE	5904 S Southwood Road	Springfield, MO 65804	60		60	0	0	0	2 \$ 75,000
Ranken Jordan Pediatric Bridge Hospital	ST LOUIS	11365 Dorsett Road	Maryland Heights, MO 63043	60		60	0	0	0	2 \$ 75,000
Rusk Rehabilitation Hospital, an affiliation of Encompass Health and MU Health Care	BOONE	315 Business Loop 70 West	Columbia, MO 65203	60		60	0	0	0	2 \$ 75,000
Select Specialty Hospital - Springfield	GREENE	1630 East Primrose Street	Springfield, MO 65804	60		60	6	6	6	2 \$ 75,000
SSM Health Rehabilitation Hospital - Bridgeton	ST LOUIS	12380 DePaul Drive	Bridgeton, MO 63044	60		60	0	0	0	2 \$ 75,000

Facility Name	County	Address	City, State Zip	Total Licensed Beds	Total Certified CHS Beds	Total Licensed + Certified Beds	ICU Beds	Total Certified ICU Beds	Total Licensed + Certified ICU Beds	Total Funding
Western Missouri Medical Center	JOHNSON	403 Burkhardt Road	Warrensburg, MO 64093	62	62	62	8	8	8	2 \$ 75,000
Saint Luke's North Hospital	CLAY	5830 NW Barry Road	Kansas City, MO 64154	64	64	64	0	0	0	2 \$ 75,000
Texas County Memorial Hospital	TEXAS	1333 S. Sam Houston Boulevard	Houston, MO 65483	66	66	66	4	4	4	2 \$ 75,000
Barnes-Jewish West County Hospital	ST LOUIS	12634 Olive Boulevard	Creve Coeur, MO 63141	68	68	68	4	4	4	2 \$ 75,000
Heartland Behavioral Health Services	VERNON	1500 West Ashland	Nevada, MO 64772	69	69	69	0	0	0	2 \$ 75,000
Noble Health Audrain Community Hospital	AUDRAIN	620 East Monroe Street	Mexico, MO 65265	70	70	70	5	5	5	2 \$ 75,000
Belton Regional Medical Center	CASS	17065 S. 71 Highway	Belton, MO 64012	71	71	71	5	5	5	2 \$ 75,000
Nevada Regional Medical Center	VERNON	800 South Ash Street	Nevada, MO 64772	71	71	71	6	6	6	2 \$ 75,000
Freeman Health System - East	NEWTON	932 East 34th Street	Joplin, MO 64804	72	72	72	0	0	0	2 \$ 75,000
Cox Medical Centers North Hospital	GREENE	1423 North Jefferson Avenue	Springfield, MO 65802	75	75	75	0	0	0	2 \$ 75,000
TIER 3 76-200 Licensed Beds										
Progress West Hospital	ST CHARLES	2 Progress Point Pkwy	O'Fallon, MO 63368	76	76	76	6	6	6	3 \$ 100,000
SSM Health St. Joseph Hospital - Wentzville	ST CHARLES	500 Medical Drive	Wentzville, MO 63385	77	77	77	0	0	0	3 \$ 100,000
CenterPointe Hospital of Columbia	BOONE	1201 International Drive	Columbia, MO 65202	80	80	80	0	0	0	3 \$ 100,000
Lee's Summit Medical Center	JACKSON	2100 SE Blue Parkway	Lee's Summit, MO 64063	80	80	80	10	10	10	3 \$ 100,000
Mosaic Medical Center - Maryville	NODAWAY	2016 South Main Street	Maryville, MO 64468	81	81	81	2	2	2	3 \$ 100,000
Citizens Memorial Hospital	POLK	1500 North Oakland Ave	Bolivar, MO 65613	86	86	86	8	8	8	3 \$ 100,000
Cox Medical Centers Meyer Orthopedic and Rehabilitation Hospital	GREENE	3535 S National Ave	Springfield, MO 65807	86	86	86	0	0	0	3 \$ 100,000
Mercy Rehabilitation Hospital St. Louis	ST LOUIS	14561 North Outer Forty	Chesterfield, MO 63017	90	90	90	0	0	0	3 \$ 100,000

Facility Name	County	Address	City, State Zip	Total Licensed Beds	Total Certified CMTS Beds	Total Licensed + Certified Beds	ICU Beds	Total Certified ICU Beds	Total Licensed + Certified ICU Beds	Total Funding
Northeast Regional Medical Center	ADAIR	315 South Osteopathy, P.O. Box C8502	Kirkville, MO 63501	93	93	93	10	10	3 \$	100,000
The Rehabilitation Institute of St. Louis, an affiliation of BJC Healthcare and Encompass Health	ST LOUIS CITY	10 Hospital Drive, 3rd Floor	St. Peters, MO 63376	96	96	96	0	0	3 \$	100,000
Saint Luke's North Hospital	PLATTE	601 South 169 Highway	Smithville, MO 64089	97	97	97	18	18	3 \$	100,000
Kindred Hospital - St. Louis	ST LOUIS CITY	4930 Lindell Boulevard	St. Louis, MO 63108	98	98	98	0	0	3 \$	100,000
Bothwell Regional Health Center	PETTIS	601 East 14th Street, P.O. Box 1706	Sedalia, MO 65301	99	99	99	0	0	3 \$	100,000
Hannibal Regional Hospital	MARION	6000 Hospital Drive, PO Box 551	Hannibal, MO 63401	99	99	99	8	8	3 \$	100,000
Moberly Regional Medical Center	RANDOLPH	1515 Union Avenue	Moberly, MO 65270	99	99	99	8	8	3 \$	100,000
Lakeland Behavioral Health System	GREENE	440 South Market	Springfield, MO 65806	100	100	100	0	0	3 \$	100,000
Research Psychiatric Center - A Campus of Research Medical Center	JACKSON	2323 East 63rd Street	Kansas City, MO 64130	100	100	100	0	0	3 \$	100,000
Barnes-Jewish St. Peters Hospital	ST CHARLES	#10 Hospital Drive	St. Peters, MO 63376	102	102	102	12	12	3 \$	100,000
Southeast Behavioral Hospital	CAPE GIRARDEAU	639 Silver Springs Road	Cape Girardeau, MO 63703	102	102	102	0	0	3 \$	100,000
CenterPointe Hospital	ST CHARLES	4801 Weldon Spring Parkway	St. Charles, MO 63304	104	104	104	0	0	3 \$	100,000
Capital Region Medical Center	COLE	1125 Madison, P.O. Box 1128	Jefferson City, MO 65101	114	114	114	12	12	3 \$	100,000
Ozarks Healthcare	HOWELL	1100 Kentucky Avenue, P.O. Box 1100	West Plains, MO 65775	114	114	114	12	12	3 \$	100,000
Lake Regional Health System	CAMDEN	54 Hospital Drive	Osage Beach, MO 65065	116	116	116	18	18	3 \$	100,000
Missouri Delta Medical Center	SCOTT	1008 North Main Street	Sikeston, MO 63801	125	125	125	12	12	3 \$	100,000

Facility Name	County	Address	City, State Zip	Total Licensed Beds	Total Certified CMS Beds	Total Licensed + Certified Beds	Total Licensed Beds	Total Certified Beds	Total ICU Beds	Total ICU Beds + Certified	Total Funding
Parkland Health Center- Farmington	ST FRANCOIS	1101 West Liberty Street	Farmington, MO 63640	130	130	130	10	10	10	3	\$ 100,000
Mercy Hospital Washington	FRANKLIN	901 East 5th Street	Washington, MO 63090	140	140	140	13	13	13	3	\$ 100,000
St. Luke's Des Peres Hospital	ST LOUIS	2345 Dougherty Ferry Road	St. Louis, MO 63122	143	143	143	15	15	15	3	\$ 100,000
St. Mary's Medical Center	JACKSON	201 NW R.D. Mize Road	Blue Springs, MO 64014	146	146	146	8	8	8	3	\$ 100,000
SSM Health St. Mary's Hospital - Jefferson City	COLE	2505 Mission Drive	Jefferson City, MO 65109	154	154	154	12	12	12	3	\$ 100,000
Cox Medical Center Branson	TANEY	525 Branson Landing Blvd, P.O. Box 650	Branson, MO 65615	157	157	157	20	20	20	3	\$ 100,000
Pemiscot County Memorial Hospital	PEMISCOT	946 East Reed	Hayti, MO 63851	167	167	167	7	7	7	3	\$ 100,000
Poplar Bluff Regional Medical Center	BUTLER	3100 Oak Grove Road	Poplar Bluff, MO 63901	170	170	170	6	6	6	3	\$ 100,000
South City Hospital	ST LOUIS CITY	3933 South Broadway	St. Louis, MO 63118	178	178	178	13	13	13	3	\$ 100,000
SSM Health St. Clare Hospital - Fenton	ST LOUIS	1015 Bowles Ave	Fenton, MO 63026	180	180	180	16	16	16	3	\$ 100,000
SSM Health Cardinal Glennon Children's Hospital	ST LOUIS CITY	1465 South Grand Boulevard	St. Louis, MO 63104	195	195	195	21	21	21	3	\$ 100,000
Truman Medical Center - Hospital Hill	JACKSON	2301 Holmes Street	Kansas City, MO 64108	199	199	199	41	41	41	3	\$ 100,000
TIER 4 201-400 Licensed Beds											
Liberty Hospital	CLAY	2525 Glenn Hendren Drive	Liberty, MO 64068	204	204	204	20	20	20	4	\$ 150,000
SSM Health St. Joseph Hospital - Lake Saint Louis	ST CHARLES	100 Medical Plaza	Lake St. Louis, MO 63367	215	215	215	10	10	10	4	\$ 150,000
Saint Luke's East Hospital	JACKSON	100 N E Saint Luke's Boulevard	Lee's Summit, MO 64086	236	236	236	16	16	16	4	\$ 150,000
Poplar Bluff Regional Medical Center	BUTLER	2620 North Westwood Boulevard	Poplar Bluff, MO 63901	240	240	240	28	28	28	4	\$ 150,000
Mercy Hospital Joplin	NEWTON	100 Mercy Way	Joplin, MO 64804	242	242	242	48	48	48	4	\$ 150,000
Phelps Health	PHELPS	1000 West Tenth Street	Rolla, MO 65401	242	242	242	18	18	18	4	\$ 150,000
SoutheastHEALTH	CAPE GIRARDEAU	1701 Lacey Street	Cape Girardeau, MO 63701	245	245	245	26	26	26	4	\$ 150,000

Facility Name	County	Address	City, State Zip	Total Licensed Beds	Total Certified CMS Beds	Total Licensed + ICU Certified Beds	Total ICU Beds	Total Licensed + Certified ICU Beds	Total Funding
St. Joseph Medical Center	JACKSON	1000 Carondelet Drive	Kansas City, MO 64114	271	271	271	49	49	4 \$ 150,000
Centerpoint Medical Center	JACKSON	19600 East 39th Street	Independence, MO 64057	285	285	285	40	40	4 \$ 150,000
SSM Health Saint Louis University Hospital	ST LOUIS CITY	1201 South Grand Blvd	St. Louis, MO 63104	294	294	294	80	80	4 \$ 150,000
Truman Medical Center Lakewood	JACKSON	7900 Lee's Summit Road	Kansas City, MO 64139	305	305	305	8	8	4 \$ 150,000
Saint Francis Medical Center	CAPE GIRARDEAU	211 Saint Francis Drive	Cape Girardeau, MO 63703	306	306	306	30	30	4 \$ 150,000
Mercy Hospital Jefferson	JEFFERSON	1400 Highway 61 South, P.O. Box 350	Crystal City, MO 63019	321	321	321	28	28	4 \$ 150,000
SSM Health St. Joseph Hospital - St. Charles	ST CHARLES	300 First Capitol Drive	St. Charles, MO 63301	329	329	329	20	20	4 \$ 150,000
Children's Mercy Hospital	JACKSON	2401 Gillham Road	Kansas City, MO 64108	334	334	334	60	60	4 \$ 150,000
Freeman Health System - West	NEWTON	1102 West 32nd Street	Joplin, MO 64804	338	338	338	52	52	4 \$ 150,000
Mosaic Life Care at St. Joseph	BUCHANAN	5325 Faraon Street	St. Joseph, MO 64506	352	352	352	21	21	4 \$ 150,000
Boone Hospital Center	BOONE	1600 East Broadway	Columbia, MO 65201	392	392	392	32	32	4 \$ 150,000
University of Missouri Health Care	BOONE	One Hospital Drive, Room CE121, DC031.00	Columbia, MO 65212	0	393	393	0	80	4 \$ 150,000
TIER 5 401+ Licensed Beds									
St. Louis Children's Hospital	ST LOUIS CITY	One Children's Place	St. Louis, MO 63110	417	417	417	60	60	5 \$ 200,000
North Kansas City Hospital	CLAY	2800 Clay Edwards Drive	North Kansas City, MO 64116	451	451	451	40	40	5 \$ 200,000
Christian Hospital Northeast Northwest	ST LOUIS	11133 Dunn Road	St. Louis, MO 63136	482	482	482	26	26	5 \$ 200,000
Barnes-Jewish Hospital - North	ST LOUIS CITY	One Parkview Place	St. Louis, MO 63110	485	485	485	35	35	5 \$ 200,000
Missouri Baptist Medical Center	ST LOUIS	3015 North Ballas Road	Town & Country, MO 63131	489	489	489	40	40	5 \$ 200,000
St. Luke's Hospital	ST LOUIS	232 South Woods Mill Road	Chesterfield, MO 63017	493	493	493	34	34	5 \$ 200,000
SSM Health St. Mary's Hospital - St. Louis	ST LOUIS	6420 Clayton Road	Richmond Heights, MO 63117	495	495	495	32	32	5 \$ 200,000
SSM Health DePaul Hospital - St. Louis	ST LOUIS	12303 DePaul Drive	Bridgeton, MO 63044	523	523	523	38	38	5 \$ 200,000

Facility Name	County	Address	City, State, Zip	Total Licensed Beds	Total Certified CNS Beds	Total Licensed + Certified Beds	ICU Beds	Total Certified ICU Beds	Total Licensed + Certified ICU Beds	ICU Beds	Total Certified ICU Beds	Total Funding
Saint Luke's Hospital of Kansas City	JACKSON	4401 Wornall Road	Kansas City, MO 64111	554	554	554	77	77	554	77	77	5 \$ 200,000
Research Medical Center	JACKSON	2316 East Meyer Boulevard	Kansas City, MO 64132	590	590	590	52	52	590	52	52	5 \$ 200,000
Cox Medical Centers South Hospital	GREENE	3801 South National Avenue	Springfield, MO 65807	706	706	706	86	86	706	86	86	5 \$ 200,000
Mercy Hospital South	ST LOUIS	10010 Kennedy Road	St. Louis, MO 63128	767	767	767	56	56	767	56	56	5 \$ 200,000
Mercy Hospital St. Louis	ST LOUIS	615 South New Ballas Road	St. Louis, MO 63141	859	859	859	93	93	859	93	93	5 \$ 200,000
Mercy Hospital Springfield	GREENE	1235 East Cherokee Street	Springfield, MO 65804	886	886	886	118	118	886	118	118	5 \$ 200,000
Barnes Jewish Hospital	ST LOUIS CITY	One Barnes Jewish Hospital Plaza	St. Louis, MO 63110	1431	1431	1431	173	173	1431	173	173	5 \$ 200,000

BUDGET

Alternate Care Sites

Patient Wrap Services:

- Sleeping services: ISO Pods, Beds, Blankets, Linens, and Pillows.
- Feeding Services: Meals (4 per day - hot breakfast, box lunch, hot dinner, midnight lunch) and Beverages to support 50 patients and on-site hospital staff.
- Hygiene Services: Shower Trailers (portable) with towels and Toilets (existing facility, restroom trailers and porttolets).
- Laundry Services: Provided for linens
- Custodial Services
- Electrical Upgrade – Provide four plugs and two USB outlets to each room, task light to eachroom,
- Patient Room Furnishings – End tables, Lockable Storage cabinets, Patient Feeding Trays
- Nurse Stations – Chairs, Tables, Lighting, Electrical Plugs
- Generators to service company provided assets (if needed)

Price Proposal

50 Patients: Full Wrap Services – 30 day minimum	\$ 1,839,500
Oxygen Delivery	\$ 1,250,000
Mobilization	\$ 950,000
Demobilization	<u>\$ 850,000</u>
Total Patient Wrap Services	\$ 4,889,750

Potential Facility Upgrades/Protections/Return to Service Required by Regulatory Body or Owner:

SLS will manage the installation and operation and return to service of all items used in the facility. Examples of potential facility retrofit / refit items follow. Pricing will be billed to DHSS at actual cost + 0% Markup

- Provide 3rd Party Security and Fire Watch
- Costs associated with required generator back up power to support the ACS
- IT Upgrades to support the EMR and/or other hospital communications
- HVAC Fresh Air Injection Upgrades
- Any rental and/or utility costs charged to the contract for the facility usage

ACS Medical Staff, Equipment & Supplies (ROM):

-Appropriate medical staff, operational support staff, logistics and hospital administration staff will be provided for 30 days based upon the below Firm Fixed Price. Staffing ratios are based upon realized needs while supporting prior ACS COVID + operations. Initially, medical staff will be working at emergency staffing levels (87.5 hours / week). SLS will continue to add staff to achieve normal staffing levels.

-Per diem will be billed for the housing and support of the staff being provided at actual cost + 0% markup.

-Travel costs to get the Hospital staff to and from Missouri will be billed at actual cost + 0% markup.

-Equipment will be provided in quantities, type, and kind to provide the low to medium acuity level of care for 50 patients. Billed as a Firm Fixed Price as indicated below.

-Supplies necessary to support the efficient operation of the low to medium acuity level of care for 50 patients will be purchased and consumed as needed during the operation

ROM ACS Medical Staffing Costs – 50 Patients**Expect Staff of 150 to fully support 50 Patients 24/7**

Labor for 30 Days of Operation	\$ 19,691,815
Equipment	\$ 2,209,130
Supplies (Reoccurring)	<u>\$ 875,200</u>
Total ROM – Med Staffing, Equipment, Supplies	\$ 22,775,945

**** Final Cost will depend upon actual usage and billed as follows:**

- Per Diem	Cost (ROM \$1,129,500)
- Travel to Missouri by Staff	Cost (ROM \$400,000)
- Pharmaceuticals	Cost (ROM \$350,000)
- Insurance	Cost (ROM \$104,500)

BUDGET**ROM mAb Infusion Medical Staffing, Equipment Costs**

- Appropriate medical staff, operational support staff, logistics and hospital administration staff will be provided for 30 days based upon the below Firm Fixed Price by infusion station capacity. Staffing ratios are based upon realized needs while supporting prior mAb infusion center.
- Per diem will be billed for the housing and support of the staff being provided at actual cost + 0% markup.
- Travel costs to get the Hospital staff to and from Missouri will be billed at actual cost + 0% markup.
- Equipment will be provided in quantities, type, and kind to provide infusions for the duration of the 30-day period of performance. Billed as a Firm Fixed Price as indicated below.
- Supplies necessary to support the efficient operation of the infusion center will be purchased and consumed as needed during the operation.

ROM Pricing – 30 Days of Operation

5 Infusion Stations	\$1,500,000
10 Infusion Stations	\$2,750,000
15 Infusion Stations	\$4,000,000
20 Infusion Stations	\$5,300,000

Other Services, Available Upon Request

- Med Surge staff
- Vaccination services (fixed, mobile, pop-up)
- Testing services (fixed, mobile, pop-up)
- K-12 COVID-19 services (fixed, mobile, pop-up)
- University COVID-19 services (fixed, mobile, pop-up)
- Quarantine Isolation Sites for unsheltered individuals or individuals that would otherwise be in a congregate setting.

- I. Business Associate Provisions
 - I.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
 - I.1.1 The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
 - c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
 - d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.
 - e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
 - g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

- i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (i) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (ii) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
 - k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
 - l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
 - m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- 1.1.2 The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
 - 1.1.3 The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
 - 1.1.4 The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
 - 1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

- 1.2.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.
- 1.2.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- 1.2.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- 1.2.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- 1.2.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- 1.2.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 1.2.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.
- 1.2.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.
- 1.3 Obligations and Activities of the Contractor:
 - 1.3.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
 - 1.3.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

- c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- 1.3.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 1.3.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 1.3.5 By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 1.3.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- 1.3.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to

the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

- 1.3.8 At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 1.3.9 The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- 1.3.10 The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 1.3.11 The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 1.3.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - b. The electronic address of any individual who has specified a preference of contact by electronic mail;

- c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 1.3.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- 1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 1.3.15 If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
- 1.3.16 The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.
- 1.4 Obligations of the State Agency:
- 1.4.1 The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- 1.4.2 The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

- 1.4.3 The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- 1.4.4 The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
- 1.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
 - 1.5.1 In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.
- 1.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

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

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under COVID-19 Health Care Augmentation (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date


EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that SLSCO, LTD (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

William Sullivan
Authorized Business Entity
Representative's Name (Please Print)


Authorized Business Entity
Representative's Signature

SLSCO, LTD
Business Entity Name

8/14/21
Date

wsullivan@slsco.com
E-Mail Address

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

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

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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


Authorized Representative's Signature

William Sullivan
Printed Name

President
Title

8/14/21
Date

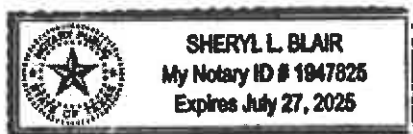
wsullivan@slsco.com
E-Mail Address

1519213
E-Verify Company ID Number

Subscribed and sworn to before me this 14th of August 2021 I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Galveston, State of
(COUNTY) (STATE)
Texas, and my commission expires on 7/27/25.
(NAME OF STATE) (DATE)


Signature of Notary

8/14/21
Date



Company ID Number: 1519213

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer SLSCO LTD	
Name (Please Type or Print) DONNA PUCKLY	Title
Signature Electronically Signed	Date October 24, 2018
Department of Homeland Security - Verification Division	
Name (Please Type or Print) Verification Division	Title
Signature Electronically Signed	Date October 24, 2018

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Section 34.600, RSMo, defines the following terms:

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

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

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

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

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please
Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please
Print)

Authorized Representative's Signature


Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that SLSCO, LTD (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

William Sullivan
Authorized Representative's Name (Please
Print)


Authorized Representative's Signature

SLSCO, LTD
Company Name

8/14/21
Date

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

- a No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

- a A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b The identification of a person designated to handle affirmative action;
- c The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d The exclusion of discrimination from all collective bargaining agreements; and
- e Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

**CONTRACT FUNDING SOURCE(S)**

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	50858	State:	0%	\$0.00	Federal:	0%	\$0.00
Contract Title: COVID-19 HEALTH CARE AUGMENTATION							
Contract Start:		Contract End:	11/30/2021	Amend#:	00	Contract #:	
Vendor Name: SLSCO LTD							

CFDA:	N/A	Research and Development:	*
CFDA Name:			*
Federal Agency:			*
Federal Award:			*
Federal Award Name:			*
Federal Award Year:	*	DHSS #:	ZZZ-PENDING FOA
		Federal Obligation:	\$0.00

* The Department will provide this information when it becomes available.

Project Description:

Establish alternate care sites (ACS) throughout the state as needed and provide nursing staffing as needed.