

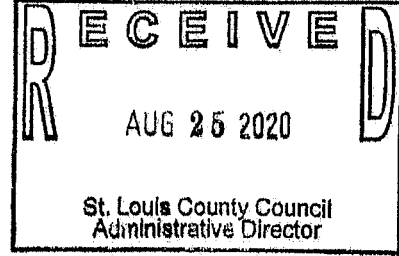
Sam Page
County Executive

Saint Louis
COUNTY
REVENUE

OC-1
9-1

August 25, 2020

Honorable Lisa Clancy, Chairwoman
and Members of the St. Louis County Council
St. Louis County Council
Government Center
Clayton, MO 63105



Locator: #06K331391
County Council District: #4

Honorable Council Members:

Michael Mullooly, Managing Officer, Family Dollar Stores of Missouri, LLC/DBA Family Dollar Store #31514, 1605 Humes Ln., St. Louis County, MO 63031 has requested permission to obtain an Original Package and Sunday Original Package liquor license.

The area to be licensed is: All of a one story building.

The documentation supplied complies with St. Louis County requirements as a new liquor license. Approval of the above request is hereby being submitted for your consideration.

Sincerely,

Jericka Johnson
License Division Manager

JJ/af

Licensing Division

St. Louis County Council

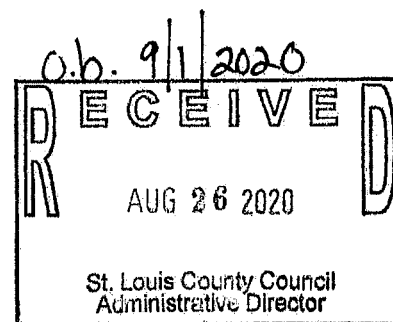
Lisa D. Clancy
Chairwoman, 5th District



OC-2
9-1

314 / 615-5441
314 / 615-7890 Telefax
E-mail: lclancy@stlouisco.com

COUNTY GOVERNMENT CENTER,
LAWRENCE K. ROOS ADMINISTRATION BUILDING
41 S. CENTRAL AVENUE
CLAYTON, MISSOURI 63105



MEMORANDUM

TO: Gen Frank, Associate County Counselor
FROM: Lisa D. Clancy, Chairwoman, 5th District
DATE: August 26, 2020
RE: Request for Legislation

Please prepare an Order for introduction at the September 1, 2020 Council Meeting to reflect the County Clerk shall not prepare and post an Add-On Agenda for the meeting of **Tuesday, September 8, 2020** due to the fact that **Monday, September 7, 2020** is a holiday. The Order should further reflect that any Agenda items submitted after noon on **September 4, 2020** shall be placed on the Regular Agenda of the Council meeting scheduled for **September 15, 2020**.

There will be no change to the deadline to submit items for the Regular agenda for the meeting of Tuesday, September 8, 2020.

Thank you for your assistance.

cc: Diann L. Valenti, Acting Administrative Director



Sam Page
County Executive

Saint Louis
COUNTY
PUBLIC HEALTH

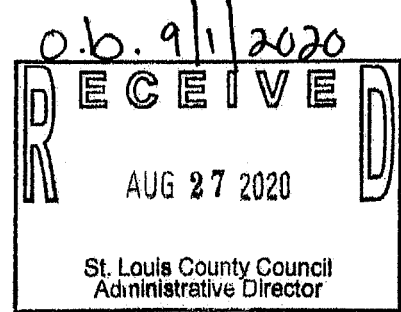
OC-3
9-1

Dr. Emily Doucette
Acting Director

Spring Schmidt
Acting Director

August 26, 2020

Honorable Lisa Clancy
And Members of the St. Louis County Council
Lawrence K. Roos County Government Building
Clayton, Missouri 63105



Honorable Council Members:

Section 107.132 of the Purchasing Code was amended in 2018 to require that departments seek a Council order approving the use of the Request for Proposal (RFP) process if the estimated cost of the services to be solicited utilizing an RFP exceeds the sum of one hundred thousand dollars (\$100,000). Therefore, I respectfully request your approval to procure contracted clinical staffing using the RFP solicitation method. As required by ordinance, the purchasing agent has reviewed and approved this request (see attached).

The Department of Public Health (DPH) is seeking a contract for contracted clinical staffing for DPH clinical services, including those provided in outpatient clinics and in the St. Louis County jail. Contracted services would include services provided by licensed medical professionals including but not limited to certified nursing assistants, medical assistants, licensed practical nurses, registered nurses, emergency medical technicians and licensed clinical social workers. While DPH prioritizes hiring the above listed medical professionals to improve care continuity and decrease costs, it is necessary to maintain a contract for such services to provide backup coverage when staffing shortages and vacancies arise, particularly for care delivery needs for 24/7 clinical functions like those provided in the St. Louis County jail.

Thank you for your consideration of this request. If approved, we will begin the RFP process and will return to Council to request authorization for execution of a contract with the selected vendor. Please contact me if you require additional information.

Sincerely,

Emily D. Doucette, MD
Acting Director

ED/mh

Attachment

DETERMINATION OF PROCUREMENT PROCESS

St. Louis County ordinances allow for several methods of purchasing goods and services, however, the overriding principle for all procurement is the competitive process. The Request for Proposals (RFP) process may be the appropriate method of procurement when there may be more than one method or solution available to provide the goods and services the County requires.

If the service being requested has been solicited as an RFP in the past, or if the department feels that award should be made based on multiple criteria, not just cost, please complete the following and submit by email to purchasing@stlouisco.com.

DEPARTMENT: Department of Public Health

CONTACT PERSON: Melanie Hack

PHONE NUMBER: 314-615-0833

EST. COST/BUDGET: \$300,000.00 annually

BRIEF DESCRIPTION OF PRODUCT OR SCOPE OF SERVICE REQUESTED:

Contracted clinical staff are requested to supplement permanent staffing of DPH healthcare delivery settings with 24 / 7 / 365 service. Clinicians must hold current licenses / certifications and clear a background check as defined by DPH and its correctional facility partners. Provision of multiple clinical licenses are requested including but not limited to: CNA, MA, LPN, RN, EMT, LCSW; with staff having experience or interest in a range of care including primary / pediatric / women's health / community health / mental health / medication administration / acute care. Long-term assignments are preferred, considering the training required to successfully contribute to the range of DPH patients; though per-diem shifts may be beneficial following an established / trained contractor to backfill late-notice shifts.

WHAT FACTORS, OTHER THAN PRICE, SHOULD BE A CONSIDERATION IN AWARDING AND WHY?

Access to a range of clinical pipelines is critical to a successful partnership, as is responsiveness to requests and strategic planning opportunities. Partner agencies should also be prepared to host regular business reviews and demonstrate efforts to provide applicants. A mechanism should be in place to support corrective actions focused on contracted staff, as needed.

HISTORY OF PREVIOUS PURCHASES, IF ANY (INCLUDE CONTRACT/SOLE SOURCE #):

Medical Staffing Network / Cross Country has been contracted with Corrections Medicine since 2013 (Req 13001493); the agency has historically been challenged in providing sufficient staffing for CM's needs with gaps in account management responsiveness. CM partnered with Guardian Healthcare in mid-2020 through the MO State Coop contract; while the partnership communication has been strong, the agency has produced no applicants.

PLEASE ATTACH ADDITIONAL DOCUMENTATION, AS NECESSARY

TO BE COMPLETED BY PROCUREMENT

Issue requirement as a Request for Proposal

Request for Proposal number: 2020-42

Assigned to: Patty Reuter

Issue requirement as an Invitation for Bid

Please submit a requisition & attach specifications.

Jennifer J. Keating Digitally signed by Jennifer J. Keating
Date: 2020.08.23 19:13:40 -05'00'

08/23/2020

Director of Procurement

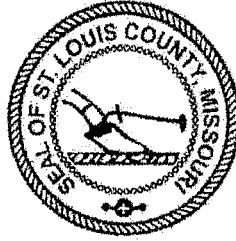
Date

If an RFP will be issued, cc: County Counselor's Office
Diversity Office

St. Louis County Council

Timothy E. Fitch

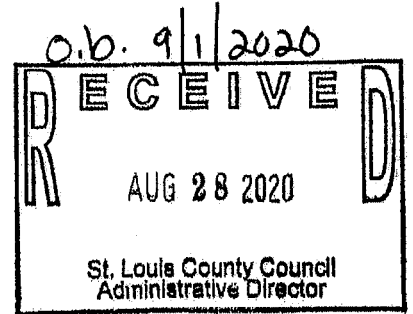
Councilman, 3rd District
tfitch@stlouisco.com



OC-4
9-1

Office: (314) 615-5438
Fax: (314) 615-7890

COUNTY GOVERNMENT CENTER
LAWRENCE K. ROOS ADMINISTRATION BUILDING
41 S. CENTRAL AVENUE
CLAYTON, MISSOURI 63105



TO: Ms. Genevieve Frank, Associate County Counselor
FROM: Tim Fitch, Councilman, District Three *TF*
DATE: August 28, 2020
SUBJECT: Request for Legislation

Please prepare a Council Resolution recognizing the life accomplishments of Jack Martorelli who founded the Budweiser Guns & Hoses annual charitable event benefiting the Backstoppers. Mr. Martorelli lost his battle with cancer this week. My office will work with you to obtain the details for the Resolution.

Thank you.

cc: Diann Valenti, Acting St. Louis County Council Administrative Director



Sam Page
County Executive

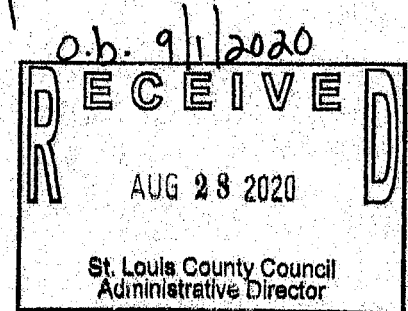
Saint Louis
COUNTY
TRANSPORTATION
PUBLIC WORKS

Deanna Venker, P.E.
Director

Stephanie Leon Streeter, P.E.
Deputy Director

August 20, 2020

OC-5
9-1



Honorable Lisa Clancy, Chairwoman
and Members of the St. Louis County Council

All Council Districts

RE: 2020 Budget Transfer Computer Equipment

Dear Chairwoman Clancy and Council Members:

As provided in Section 8.050 of the County Charter and Ordinance #27,318 (2019), the County Executive may request transfer of appropriations within any department during any fiscal year. These transfers must be approved by the Council.

It is respectfully requested that the Council authorize the Budget Director to approve the transfer of \$16,300 within the General Fund of the Department of Transportation and Public Works. Council approved the Department's computer capital and computer non-capital budget prior to the classification increase in 2020. The current threshold requires funds to be reallocated in accordance with the new \$5,000 limit.

Please contact me if you require any additional information to assist in your evaluation of this request.

Sincerely,



Deanna Venker, P.E.
Director

DV/rk
Attachment: (Journal # 2020-82249)

Concur:



Paul Kreidler
Budget Director



1
P
bgamdent

08/28/2020 09:15
BD0A12
ST. LOUIS COUNTY
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	LINE DESCRIPTION	ACCOUNT DESCRIPTION	ENTITY AMEND	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
2020	08	82249	08/18/2020	HY3RLK	COMPUTER	BUA 2610	1	1					
1	12610002	517610	GENERAL PW ADMINISTRATION	COMPUTER	PARTS&PERIPHERAL				138,019.30	16,300.00	154,319.30		
	1010-2600-2609-2610-517610-00000-00000-00000-				NON-CAPITAL COMPUTER EQUIPMENT	08/18/2020							
2	12610002	548610	GENERAL PW ADMINISTRATION	COMPUTER	EQUIPMENT				16,300.00	-16,300.00	.00		
	1010-2600-2609-2610-548610-00000-00000-00000-				NON-CAPITAL COMPUTER EQUIPMENT	08/18/2020							

** JOURNAL TOTAL

0.00

Sam Page
County Executive

Saint Louis
COUNTY
TRANSPORTATION
PUBLIC WORKS

Deanna Venker, P.E.
Director

Stephanie Leon Streeter, P.E.
Deputy Director

August 20, 2020

Honorable Lisa Clancy, Chairwoman
and Members of the St. Louis County Council

All Council Districts

RE: 2020 Budget Transfer Facility Master Plan

Dear Chairwoman Clancy and Council Members:

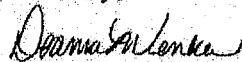
As provided in Section 8.050 of the County Charter and Ordinance #27,318 (2019), the County Executive may request transfer of appropriations within any department during any fiscal year. These transfers must be approved by the Council.

It is respectfully requested that the Council authorize the Budget Director to approve the transfer of \$300,000 within the General Fund of the Department of Transportation and Public Works. The transfer will fund a Facility Master Plan, necessary to analyze solutions for major facility issues.

- Per City of Clayton ordinance, the LKR Administration building must be fully sprinklered by end of year 2028; however, an investment of up to \$50 million in a 50-year-old building with additional problems may be unwise. Programming, planning and cost estimating a new building is warranted.
- The MET Center lease is expiring at the end of the year. Upkeep of this facility is beyond the resources of our department. It is important to assess the true condition of this facility and determine its best use for the future.
- With the recent increase of telecommuting, the County has an opportunity to shrink the overall facility footprint and reduce expenses. Analysis is necessary to see how this may be accomplished.

Please contact me if you require any additional information to assist in your evaluation of this request.

Sincerely,

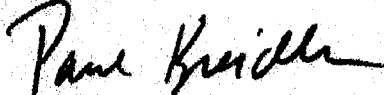


Deanna Venker, P.E.
Director

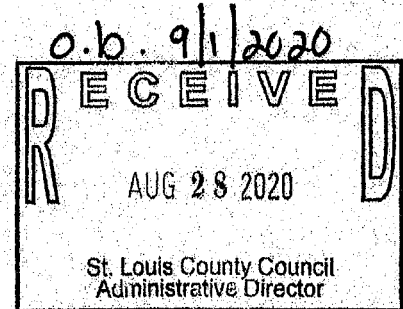
DV/rk

Attachment: (Journal # 2020-82390)

Concur:



Paul Kreidler
Budget Director



oc-6
9-1



08/28/2020 09:23 | ST. LOUIS COUNTY | BUDGET AMENDMENTS JOURNAL ENTRY PROOF | P | 1 | bgamdent

LN	ORG	ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	LINE DESCRIPTION	ACCOUNT DESCRIPTION	ENTITY	AMEND	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
2020	08	82390	08/19/2020	HY3RLK MASTERPLAN BUA 2630	1	1	1						
1	12630002	520110	GENERAL PW	FACILITIES MANAGEMENT PROFESSIONAL SERVICES						42,581.50	300,000.00	342,581.50	
	1010-2600-2629-2630-520110-00000-00000-0000-			FACILITIES MASTER PLAN						08/19/2020			
2	12630002	526110	GENERAL PW	FACILITIES MANAGEMENT ELECTRIC-GAS-WATER						4,415,821.00	-200,000.00	4,215,821.00	
	1010-2600-2629-2630-526110-00000-00000-0000-			FACILITIES MASTER PLAN						08/19/2020			
3	12630002	517110	GENERAL PW	FACILITIES MANAGEMENT PARTS FOR EQUIPMENT						169,500.00	-100,000.00	69,500.00	
	1010-2600-2629-2630-517110-00000-00000-0000-			FACILITIES MASTER PLAN						08/19/2020			
											** JOURNAL TOTAL	0.00	



OFFICE OF THE COUNTY EXECUTIVE

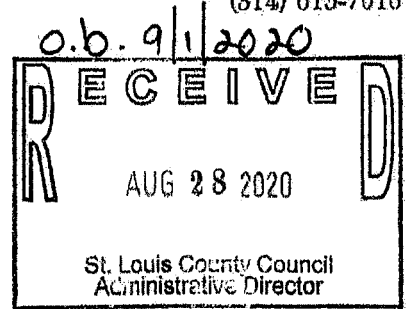
SAINT LOUIS COUNTY
41 SOUTH CENTRAL AVENUE
SAINT LOUIS, MISSOURI 63105

OC-7
9-1

SAM PAGE
COUNTY EXECUTIVE

August 28, 2020

(314) 615-7016



Honorable Lisa Clancy, Chair
and Members of the St. Louis County Council
Lawrence K. Roos County Government Building
Clayton, Missouri 63105

Honorable Council Members:

I respectfully request that the St. Louis County Council take the necessary legislative action to authorize an amendment to a contract with Lewis Rice LLC ("Lewis Rice") to provide outside counsel and legal services for St. Louis County to represent the interests of St. Louis County in certain matters.

The purpose of the requested amendment is to expand the scope of services provided by Lewis Rice to include representation of St. Louis County in all aspects of administrative and judicial proceedings related to a claim alleging discrimination and retaliation by Troy Doyle. The contract was originally authorized by Ordinance No. 27,592 (2019) and changes to the contract were last approved by the Council during its regular meeting of May 5, 2020.

Beth Orwick, St. Louis County Counselor, states her main contacts in this matter will be attorneys Jerina Philips, Sarah Mullen, and Neal Perryman and that Lewis Rice attorneys and professional staff will be authorized to perform work on the matter upon her approval. Ms. Orwick further states that an Associate County Counselor will be assigned to work closely with the outside counsel on this matter as part of the litigation team.

If the Council approves this request, Ms. Orwick assures that the requested amendment will provide that the cost for services rendered in the matter will not exceed the amount reasonably necessary to appropriately represent the County and County parties in the matter as provided under the County's self-insurance program and as approved by the County Counselor.

Sincerely,

Sam Page
County Executive

SP/kcm
Attachment

cc: Rita Heard Days, Kelli Dunaway, Tim Fitch, Rochelle Walton Gray, Ernie Trakas, Mark Harder

Sam Page
County Executive

Saint Louis
COUNTY
COUNTY COUNSELOR

Beth Orwick
County Counselor

August 24, 2020

The Honorable Sam Page
County Executive, St. Louis County, Missouri
Roos Administrative Building
41 South Central Avenue, 9th Floor
Clayton, MO 63105

Re: Request for legislation (an Order) to authorize an Amended to the Contract for Legal Services between St. Louis County, Missouri and Lewis Rice LLC

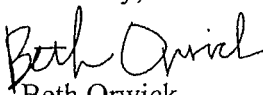
Dear County Executive Page:

In accordance with Section 110.040 SLCRO, I am requesting an order for authorization to amend a contract with Lewis Rice LLC ("Lewis Rice"). Lewis Rice continues to provide high quality legal services as outside legal counsel with respect to representation of the interests of St. Louis County in certain matters.

Ordinance 27,592, as amended, authorized the current contract with Lewis Rice. I am seeking authorization to amend the contract to authorize Lewis Rice to serve as the County's outside counsel in regard to a claim alleging discrimination and retaliation by Troy Doyle, to include all aspects of representation in administrative and judicial proceedings related to the claim ("Doyle Matter"). The amended contract will provide that the cost for the services rendered in the Doyle Matter will not exceed the amount reasonably necessary to appropriately represent the County and County parties in the Doyle Matter as provided under the County's self-insurance program and as approved by the County Counselor.

Attorneys Jerina Philips, Sarah Mullen, and Neal Perryman will be my main contacts as the attorneys on the Doyle Matter. In addition to Ms. Philips, Ms. Mullen, and Mr. Perryman, Lewis Rice attorneys and professional staff will be authorized to perform work on the Doyle Matter upon my approval. Additionally, an Associate County Counselor will be assigned to work closely with outside counsel on this matter as part of the litigation team.

I appreciate your assistance in requesting the necessary legislation by the County Council authorizing the County Counselor to amend the contract with Lewis Rice for representation in the Doyle Matter.

Sincerely,

Beth Orwick
County Counselor



OFFICE OF THE COUNTY EXECUTIVE
 SAINT LOUIS COUNTY
 41 SOUTH CENTRAL AVENUE
 SAINT LOUIS, MISSOURI 63105

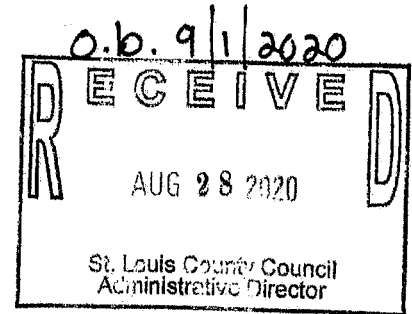
OC-8
9-1

SAM PAGE
 COUNTY EXECUTIVE

(314) 615-7016

August 28, 2020

Honorable Lisa Clancy, Chair
 and Members of the St. Louis County Council
 Lawrence K. Roos County Government Building
 Clayton, Missouri 63105



Honorable Council Members:

I respectfully request that the St. Louis County Council take the necessary legislative action to authorize acceptance of \$333,718 in grant funds from the Missouri Department of Social Services, Division of Youth Services to support the Family Court of St. Louis County's Juvenile Court Diversion program. This is an annual grant and requires a local match of \$10,000 which Marshall Day, Director of Operations for the Family Court, states is appropriated and available in the Family Court's 2020 budget allocation.

The purpose of the Family Court's Juvenile Diversion Court program is to encourage community-based services which are designed to divert youth offenders from commitment to the Division of Youth Services. The program includes various projects and services including sex offender treatment and supervision services, restorative justice, youth advocacy, mentorships, gender responsive services, and juvenile transition services. Mr. Day states that the program includes a juvenile transition program which is assisted by MERS Goodwill Industries, the approved and accepted vendor selected under this grant.

If the Council determines to accept this grant, monies should be appropriated to fund 3220, grant LD002. I additionally request that the Director of Operations for the Family Court of St. Louis County be authorized to execute documents necessary to effectuate and carry out the intent of the grant. Your consideration is greatly appreciated.

Sincerely,

Sam Page
 Sam Page
 County Executive

SP/kem
 Attachment

cc: Rita Heard Days, Kelli Dunaway, Tim Fitch, Rochelle Walton Gray, Ernie Trakas, Mark Harder

**FAMILY COURT
OF ST. LOUIS COUNTY
105 South Central
Clayton, Missouri 63105**

314-615-4472

RECEIVED
AUG 20 2020
By: CM
Office of the County Executive

August 19, 2020

The Honorable Sam L. Page
County Executive
St. Louis County Government Center
Clayton, MO 63105

Re: Juvenile Court Diversion Grant

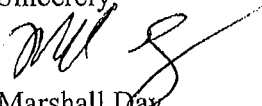
The Family Court of St. Louis County has received funding approval from the Division of Youth Services (DYS) for a Juvenile Court Diversion grant, for the period July 1, 2020 through June 30, 2021. We were awarded a total of \$333,718.00 which requires a local match of \$10,000.00 to fund the project and secure the award. The local match will come from the Family Court budget.

Please note that the Juvenile Transition Program approved for this grant, specifically names MERS Goodwill Industries as the accepted vendor. This vendor is the accepted provider in the same programs throughout the St. Louis region. The grant was awarded in reliance of this vendor.

It is the purpose of the Youth, Family and Community JDC Grant program to encourage community-based services which would assist diverting youth from commitment to the Division of Youth Services.

We ask for the County Executive to seek legislation accepting the grant and appropriating the funds to Fund 3220 Dept 0700 Grant LD002. Thank you.

Sincerely,


Marshall Day
Director of Operations

MD/rak
Attachments



**State of Missouri
Department of Social Services
Contract Amendment**

Contract Description:
Juvenile Court Diversion
Amendment Description:
FY21 Renewal

Contract #: **ER172-19017**

Amendment # **001**

Amendment Date: **August 18, 2020**

Contractor Information:

Contractor Name: **21st Judicial Circuit**
Mailing Address: **105 South Central Avenue**
City, State Zip: **Clayton, Mo 63105**

The above referenced contract between **21st Judicial Circuit** and the Department of Social Services is hereby amended as follows:

1. The contract is renewed for the period July 1, 2020 through June 30, 2021.
2. The renewal amount for the period stated above is based on the revised Attachment 1 Budget page attached below.
3. This amendment shall be effective July 1, 2020. All other terms and conditions shall remain unchanged.

~~~~~  
*In witness thereof, the parties below hereby execute this agreement.*

\_\_\_\_\_  
Authorized Signature for the Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature for the Department of Social Services

\_\_\_\_\_  
Date

**DIVISION OF YOUTH SERVICES**  
**JUVENILE COURT DIVERSION**  
**YOUTH, FAMILY AND COMMUNITY SUPPORT GRANT**

**APPROVED BUDGET**

State Fiscal Year: 

|      |
|------|
| 2021 |
|------|

Judicial Circuit #: 

|      |
|------|
| 21st |
|------|

Contract Number: 

|        |       |
|--------|-------|
| ER172- | 19017 |
|--------|-------|

|    | Project Title                                 | Current Budget       | Approved Budget      |
|----|-----------------------------------------------|----------------------|----------------------|
| #1 | Sex Offender Treatment & Supervision Services | \$ 87,732.00         | \$ 87,732.00         |
| #2 | Restorative Justice (General Revenue)         | \$ 41,367.00         | \$ 31,367.00         |
| #2 | Restorative Justice (Gaming)                  | \$ 57,602.00         | \$ 57,602.00         |
| #3 | Youth Advocacy Project (Gaming)               | \$ 8,980.00          | \$ 8,980.00          |
| #4 | Mentor Project                                | \$ 12,183.00         | \$ 12,183.00         |
| #5 | Gender Responsive Services                    | \$ 16,726.00         | \$ 16,726.00         |
| #6 | Juvenile Transition Program                   | \$ 119,128.00        | \$ 119,128.00        |
|    | <b>TOTAL FUNDS APPROVED</b>                   | <b>\$ 343,718.00</b> | <b>\$ 333,718.00</b> |

| Fund     | Dept     | Div      | Sect     | Object   | Grant    | Prog     | Act      | Loc      | Proj     | Type    | Status | Budgetary | Rollup       |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|---------|--------|-----------|--------------|
| 4 digits | 4 digits | 4 digits | 4 digits | 6 digits | 5 digits | 4 digits | 5 digits | 4 digits | 5 digits | R, E, B | A or I | Y         | 5 digits     |
| 3220     | 0700     | 0730     | 0000     | 511110   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           | \$65,000.00  |
| 3220     | 0700     | 0730     | 0000     | 511210   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           | \$61,912.00  |
| 3220     | 0700     | 0730     | 0000     | 512110   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           | \$9,700.00   |
| 3220     | 0700     | 0730     | 0000     | 512210   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           | \$13,000.00  |
| 3220     | 0700     | 0730     | 0000     | 512510   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           | \$9,000.00   |
| 3220     | 0700     | 0730     | 0000     | 512810   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           | \$100.00     |
| 3220     | 0700     | 0730     | 0000     | 512830   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           | \$100.00     |
| 3220     | 0700     | 0730     | 0000     | 520110   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           | \$151,669.00 |
| 3220     | 0700     | 0730     | 0000     | 520210   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           | \$7,455.00   |
| 3220     | 0700     | 0730     | 0000     | 522410   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           | \$5,242.00   |
| 3220     | 0700     | 0730     | 0000     | 525210   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           |              |
| 3220     | 0700     | 0730     | 0000     | 535810   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           |              |
| 3220     | 0700     | 0730     | 0000     | 520210   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           |              |
| 3220     | 0700     | 0730     | 0000     | 521110   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           |              |
| 3220     | 0700     | 0730     | 0000     | 513210   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           | \$540.00     |
| 3220     | 0700     | 0730     | 0000     | 515210   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           |              |
| 3220     | 0700     | 0730     | 0000     | 515410   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           |              |
| 3220     | 0700     | 0730     | 0000     | 515710   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           |              |
| 3220     | 0700     | 0730     | 0000     | 535610   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           |              |
| 3220     | 0700     | 0730     | 0000     | 474730   | LD002    | 0000     | 00000    | 0000     | LD002    | R       |        |           |              |
| 3220     | 0000     | 0000     | 0000     | 102700   | LD002    | 0000     | 00000    | 0000     |          | B       |        |           |              |
| 3220     | 0700     | 0730     | 0000     | 468510   | LD002    | 0000     | 00000    | 0000     | LD002    | R       |        |           |              |
| 3220     | 0700     | 0730     | 0000     | 638310   | LD002    | 0000     | 00000    | 0000     | LD002    | E       |        |           | \$10,000.00  |

\$333,718.00





OFFICE OF THE COUNTY EXECUTIVE  
 SAINT LOUIS COUNTY  
 41 SOUTH CENTRAL AVENUE  
 SAINT LOUIS, MISSOURI 63105

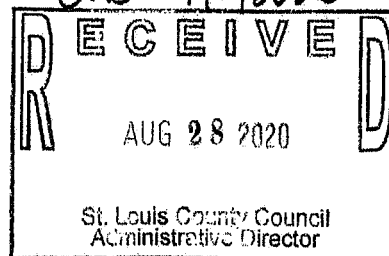
SAM PAGE  
 COUNTY EXECUTIVE

August 28, 2020

OC-9  
 9-1

(314) 615-7016

O.B. 9/1/2020



Honorable Lisa Clancy, Chair  
 and Members of the St. Louis County Council  
 Lawrence K. Roos County Government Building  
 Clayton, Missouri 63105

Honorable Council Members:

I respectfully request that the St. Louis County Council take the necessary legislative action to authorize acceptance of \$71,150 in grant funds from the Missouri Department of Health and Senior Services ("DHSS") to support the Department of Public Health's ("DPH") "Epidemiology and Laboratory Capacity (ELC) CARES" project. This is a new, one-time grant which will commence upon contract execution and continue through March 31, 2022. There are no matching funds required.

The grant funds are being provided by DHSS in response to the ongoing, COVID-19 public health emergency. The grant requires that the funds be used to employ staff to assist in case investigation and contact tracing response and coordination, and to provide health education and information that promotes the reduction of community spread. Spring Schmidt, Acting Director of DPH, states that DPH will use the grant funds to strengthen their team of contact investigators, tracers, and monitors who are critical to controlling the spread of COVID-19. In addition to contact tracing, these individuals assist in educating the public about safe, social distancing practices, mitigation, and the appropriate methods for and importance of quarantine and isolation.

In addition to increasing staff support and resources for the COVID-19 response, this grant will additionally allow DPH staff to continue providing regular, non-COVID healthcare services that many members of our community depend on. These funds will free up additional staff and resources to maintain and enhance DPH operations including services at DPH health clinics and other public health services.

If the Council determines to accept this grant, monies should be appropriated to fund 6980, grant HM017. I additionally request that the Acting Director of DPH be authorized to execute documents necessary to effectuate and carry out the intent of the grant program. Your consideration is greatly appreciated.

Sincerely,

*Sam Page*

Sam Page  
 County Executive

SP/kcm  
 Attachment

cc: Rita Heard Days, Kelli Dunaway, Tim Fitch, Rochelle Walton Gray, Ernie Trakas, Mark Harder

Sam Page  
County Executive



Dr. Emily Doucette  
Acting Director

Spring Schmidt  
Acting Director

August 19, 2020

The Honorable Sam Page  
St. Louis County Executive  
41 South Central Avenue  
Clayton, Missouri 63105

Dear Dr. Page:

We request your assistance in obtaining the necessary legislation from the County Council to accept a grant from the Missouri Department of Health and Senior Services entitled *Epidemiology and Laboratory Capacity (ELC) CARES*. The project period for this award will commence upon contract execution and continue through March 31, 2022. The award for the project period shall not exceed \$71,150 and will be accepted and appropriated to account 6980-HM017.

The first case of COVID-19 was reported in St. Louis County in early March 2020. As the virus continues to spread in the region, the Department of Public Health continues to prioritize strengthening the team of contact investigators, tracers, and monitors. This team helps to control the spread of disease; educate partners and residents about the importance of social distancing, mitigation, and quarantine and isolation; and describing the pandemic and its impact on the region. Adding staff capacity for these functions allows Department of Public Health (DPH) employees to continue responding to the emergency as well as conduct regular daily business efficiently and effectively. Accepting these funds will supplement CARES funds already received for this purpose and extend financial support past the end of the CARES funding period. This program will bear no financial burden on County taxpayers.

Your assistance in securing the necessary legislation for the Department of Public Health to accept and appropriate funds from the Missouri Department of Health and Senior Services in Grant Number 6980-HM017 is appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Spring Schmidt".

Spring Schmidt  
Acting Director

SS/az

Attachments:

- Program Services Contract
- GL String Accounts
- Budget



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
**PROGRAM SERVICES CONTRACT**

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.

|                                    |                                                                            |                                                                      |
|------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------|
| <b>Tracking #</b><br>49219         | <b>Contract Title:</b><br>EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) CARES |                                                                      |
| <b>Contract Start:</b><br>8/1/2020 | <b>Contract End:</b><br>3/31/2022                                          | <b>Questions/Please Contact:</b><br>PROCUREMENT UNIT @ (573)751-6471 |
| <b>Contract #:</b>                 |                                                                            | <b>Amend #:</b><br>00                                                |

**PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED**

|                                                                                                          |                          |
|----------------------------------------------------------------------------------------------------------|--------------------------|
| NAME OF ENTITY/INDIVIDUAL (Contractor)<br>ST LOUIS COUNTY DEPARTMENT OF PUBLIC HEALTH                    |                          |
| DOING BUSINESS AS (DBA) NAME                                                                             |                          |
| MAILING ADDRESS<br>6121 NORTH HANLEY ROAD                                                                |                          |
| CITY, STATE, and ZIP CODE<br>BERKELEY MO 63134                                                           |                          |
| 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)<br>*****3242                                                                    | DUNS NUMBER<br>075913061 |
| CONTRACTOR'S AUTHORIZED SIGNATURE                                                                        | DATE                     |
| PRINTED NAME                                                                                             | TITLE                    |
| DEPARTMENT OF HEALTH AND SENIOR SERVICES<br>DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE | DATE                     |

## **Epidemiology and Laboratory Capacity (ELC) Cares**

### **1. GENERAL**

- 1.1 The contract amount shall not exceed \$71,150 for the period of August 1, 2020 through March 31, 2022.
- 1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 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: Center for Local Public Health Services  
Program Contact: Jennifer Harrison  
Address: 920 Wildwood, Jefferson City, MO 65109  
Phone: 573-522-2881  
Email: [Jennifer.Harrison@health.mo.gov](mailto:Jennifer.Harrison@health.mo.gov)

### **2. PURPOSE**

- 2.1 To provide funding to assist with local efforts surrounding case investigation, contact tracing response and coordination and reporting activities related to COVID-19.

## **Epidemiology and Laboratory Capacity (ELC) Cares**

### **3. DELIVERABLES AND OUTCOMES**

- 3.1 Contractor shall use funds to employ staff(s) to assist in case investigation and contact tracing response and coordination, and to provide health education and information that promotes the reduction of community spread in the contractor's jurisdiction.

### **4. REPORTS**

- 4.1 The Contractor shall submit reports of activities to the Department by the fifteenth day of January 2021, July 2021, December 2021, and with the final invoice. The reports shall state all activities that have occurred related to the contract. Failure to submit reports or perform deliverables specified may cause a delay/hold in reimbursement requests.
- 4.2 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

### **5. BUDGET AND ALLOWABLE COSTS**

- 5.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Budget Page (Exhibit 1), which is attached hereto and incorporated by reference as if fully set forth herein.
  - 5.1.1 The Contractor shall submit the Budget Page (Exhibit 1) with the first invoice.
- 5.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.
- 5.3 Indirect costs
  - 5.3.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
  - 5.3.2 The Contractor shall use the indirect rate as stated on the Budget Page (Exhibit 1) to calculate indirect costs. The Contractor shall not bill the Department for indirect costs that exceed this percentage of the modified total direct costs as defined in 2 CFR § 200.68.

## **Epidemiology and Laboratory Capacity (ELC) Cares**

- a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
- 5.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 5.5. The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
- 5.6. The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.
- 5.6.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
- 5.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
- 5.7. The Contractor shall follow competitive procurement practices.
- 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.

## **Epidemiology and Laboratory Capacity (ELC) Cares**

- 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. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 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 to:
- Via email to:
- [CLPHScontracts@health.mo.gov](mailto:CLPHScontracts@health.mo.gov)
- OR by mail to:
- Missouri Department of Health and Senior Services  
Division of Community and Public Health  
Center for Local Public Health Services  
P.O. Box 570  
Jefferson City, MO 65102-0570
- OR by fax to:
- 573-751-5350
- 6.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 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.
- 6.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 6.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to

## **Epidemiology and Laboratory Capacity (ELC) Cares**

the United States government, the Department may withhold payment or reject invoices under this contract.

- 6.10 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.
- 6.10.1 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

- 6.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://beta.sam.gov/>.
- 6.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

### **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. RENEWALS**

- 8.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

### **9. MONITORING**

- 9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the



## **Epidemiology and Laboratory Capacity (ELC) Cares**

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.

### **10. DOCUMENT RETENTION**

- 10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
- 10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

### **11. CONFIDENTIALITY**

- 11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 11.2 The Contractor shall comply with provisions of Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

## **Epidemiology and Laboratory Capacity (ELC) Cares**

### **12. LIABILITY**

12.1 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.

12.2 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.

12.3 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 conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

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

## **Epidemiology and Laboratory Capacity (ELC) Cares**

- 13.2 In accordance with the “Steven’s Amendment” in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
- 13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 13.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.
- 14. AUTHORIZED PERSONNEL**
- 14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=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

## **Epidemiology and Laboratory Capacity (ELC) Cares**

enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 2, 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 2 must be submitted prior to an award of a contract.

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

### **15. TERMINATION**

- 15.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, 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

## **Epidemiology and Laboratory Capacity (ELC) Cares**

- 15.1.3 A material change of the parties to the contract occurs; or
- 15.1.4 By request of the Contractor.
- 15.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
  - 15.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
  - 15.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 15.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

## 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.

**CERTIFICATIONS AND SPECIAL PROVISIONS**

- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**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.



**CERTIFICATIONS AND SPECIAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATIONS AND SPECIAL PROVISIONS**

- 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
- 6.1.9 Missouri Governor's E.O. #10-24; and
- 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

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

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

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

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

**SUBRECIPIENT SPECIAL CONDITIONS**

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
  - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <http://health.mo.gov/contractorresources/nga> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
  - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.
  - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
  - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.  
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
  - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.

**SUBRECIPIENT SPECIAL CONDITIONS**

- 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.
- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
  - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
  - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
  - 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The

**SUBRECIPIENT SPECIAL CONDITIONS**

Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

**1.12 Equipment**

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



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

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

MO 580-3091 (07-17)

# BUDGET PAGE

Exhibit 1

| Epidemiology and Laboratory Capacity (ELC) Cares                |            |          |             |
|-----------------------------------------------------------------|------------|----------|-------------|
| Local Public Health Agency:                                     |            |          |             |
| Completed By:                                                   |            | Date:    |             |
| Contact Email:                                                  |            | Phone #: |             |
| <b>Section A</b>                                                |            |          |             |
| <b>Total Allowed Contract Amount</b>                            |            |          |             |
| Operational Expenses                                            |            |          | 0.00        |
| Personnel Services                                              |            |          |             |
| Fringe Benefits                                                 |            |          |             |
| Travel                                                          |            |          |             |
| Supplies                                                        |            |          |             |
| Other                                                           |            |          |             |
| <b>Total Direct Costs</b>                                       |            |          | <b>0.00</b> |
| <b>Indirect (Administrative Cost)</b>                           | <b>10%</b> |          | <b>0.00</b> |
| <b>Contract Total</b>                                           |            |          | <b>0.00</b> |
| Surplus/Deficit                                                 |            |          | 0.00        |
| <b>Section B - CALCULATION ONLY. ENTER AMOUNTS IN SECTION A</b> |            |          |             |
| Indirect Computation                                            |            |          |             |
| Operational Expenses                                            |            |          | 0.00        |
| <b>Section C</b>                                                |            |          |             |
| <b>Budget Narrative/Justification</b>                           |            |          |             |
| Personnel Services                                              |            |          |             |
|                                                                 |            |          |             |
| Fringe Benefits                                                 |            |          |             |
|                                                                 |            |          |             |
| Travel                                                          |            |          |             |
|                                                                 |            |          |             |
| Supplies                                                        |            |          |             |
|                                                                 |            |          |             |
| Other                                                           |            |          |             |
|                                                                 |            |          |             |

**EXHIBIT 2**  
**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.**

|                      |                                                                                                                                                                                                                                                                                                 |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>BOX A:</u></b> | To be completed by a non-business entity as defined below.                                                                                                                                                                                                                                      |
| <b><u>BOX B:</u></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 <a href="http://www.dhs.gov/files/programs/gc_1185221678150.shtm">http://www.dhs.gov/files/programs/gc_1185221678150.shtm</a> . |
| <b><u>BOX C:</u></b> | 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 Epidemiology and Laboratory Capacity (ELC) Cares (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 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 2, 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 \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
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](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto: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 2, 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

**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.

|                   |       |                  |        |                      |             |
|-------------------|-------|------------------|--------|----------------------|-------------|
| <b>Tracking #</b> | 49219 | <b>State:</b> 0% | \$0.00 | <b>Federal:</b> 100% | \$71,150.00 |
|-------------------|-------|------------------|--------|----------------------|-------------|

**Contract Title:** EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) CARES

**Contract Start:** 8/1/2020      **Contract End:** 3/31/2022      **Amend#:** 00      **Contract #:**

**Vendor Name:** ST LOUIS COUNTY DEPARTMENT OF PUBLIC HEALTH

|                                 |                                                                                                                                                         |                            |             |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------|
| <b>CFDA:</b> 93.323             | <b>Research and Development:</b> N                                                                                                                      |                            |             |
| <b>CFDA Name:</b>               | EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)                                                                                      |                            |             |
| <b>Federal Agency:</b>          | DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION                                                                    |                            |             |
| <b>Federal Award:</b>           | 6NU50CK000546-01                                                                                                                                        |                            |             |
| <b>Federal Award Name:</b>      | CK19-1904 EPIDEMIOLOGY AND LABORATORY CAPACITY FOR PREVENTION AND CONTROL OF EMERGING INFECTIOUS DISEASES (ELC)-ENHANCE DETECTION COVID-19 SUPPLEMENTAL |                            |             |
| <b>Federal Award Year:</b> 2020 | <b>DHSS #:</b> CK000546-01B                                                                                                                             | <b>Federal Obligation:</b> | \$71,150.00 |

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

**Project Description:**

Epidemiology and Laboratory Capacity (ELC) Cares Contract: Contractor shall use funds to employ staff(s) to assist in case investigation and contact tracing response and coordination, and to provide public health education and information that promotes the reduction of community spread in the contractor's jurisdiction.



| 1100            |                    | Total              |
|-----------------|--------------------|--------------------|
| 1111            | Salaries Permanent | \$43,343.35        |
| 1121            | Salaries Temporary | \$0.00             |
| <b>Subtotal</b> |                    | <b>\$43,343.35</b> |

| 1200                  |                                     | Total              |
|-----------------------|-------------------------------------|--------------------|
| 1211                  | Social Security (7.65%)             | \$3,315.77         |
| 1221                  | Retirement (20.70%)                 | \$8,972.07         |
| 1251                  | Insurance (\$167.31/week)           | \$8,700.12         |
| 1281                  | Long Term Disability (\$2.69/wk)    | \$139.88           |
| 1283                  | Short Term Disability (\$2.30/week) | \$119.60           |
| 2521                  | Life Insurance (.21%)               | \$91.02            |
| <b>Category Total</b> |                                     | <b>\$21,358.46</b> |

| 1300                  |                                   | Contracts & Subs Total |
|-----------------------|-----------------------------------|------------------------|
| 1311                  | Postage & Other Delivery          | \$0.00                 |
| 2011                  | Professional Services             | \$0.00                 |
| 2071                  | Professional Services-Medical     | \$0.00                 |
| 2021                  | Other Personal Services           | \$0.00                 |
| 2111                  | Telephone                         | \$0.00                 |
| 2131                  | Computer & Peripheral             | \$0.00                 |
| 2141                  | Software Maintenance              | \$0.00                 |
| 2311                  | Advertising                       | \$0.00                 |
| 2411                  | Printing & Binding                | \$0.00                 |
| 2651                  | Vehicle Pool                      | \$0.00                 |
| 2721                  | Buildings Equipment & Maintenance | \$0.00                 |
| 3011                  | Rents & Leases Real Property      | \$0.00                 |
| 3021                  | Equipment Rental                  | \$0.00                 |
| <b>Category Total</b> |                                   | <b>\$0.00</b>          |

| 1400                  |                                   | Supplies & Equipment Total |
|-----------------------|-----------------------------------|----------------------------|
| 1321                  | Office Materials                  | \$0.00                     |
| 1511                  | Protective Clothing               | \$0.00                     |
| 1521                  | Food Materials & Supplies         | \$0.00                     |
| 1531                  | Fuel                              | \$0.00                     |
| 1541                  | Batteries                         | \$0.00                     |
| 1581                  | Photographic Materials & Supplies | \$0.00                     |
| 1631                  | Drugs                             | \$0.00                     |
| 1621                  | Medical Supplies                  | \$0.00                     |
| 1711                  | Parts for Equipment               | \$0.00                     |
| 1741                  | Computer Software                 | \$0.00                     |
| 1761                  | Computer Parts                    | \$0.00                     |
| 1811                  | Small Tools                       | \$0.00                     |
| 1821                  | Minor Office Furniture            | \$0.00                     |
| 3561                  | Subscriptions                     | \$0.00                     |
| <b>Category Total</b> |                                   | <b>\$0.00</b>              |

| 1500                  |                             | Travel Total  |
|-----------------------|-----------------------------|---------------|
| 2211                  | Out of Town Travel/Training | \$0.00        |
| 2221                  | Local Travel/Training       | \$0.00        |
| 2241                  | Automobile Allowance        | \$0.00        |
| 2261                  | Parking Charge              | \$0.00        |
| <b>Category Total</b> |                             | <b>\$0.00</b> |

| 1600                  |                    | Total         |
|-----------------------|--------------------|---------------|
| 2511                  | Insurance          | \$0.00        |
| 3541                  | Awards             | \$0.00        |
| 3551                  | Community Meetings | \$0.00        |
| 3581                  | Other Expenses     | \$0.00        |
| <b>Category Total</b> |                    | <b>\$0.00</b> |

| 1800                  |                         | Total         |
|-----------------------|-------------------------|---------------|
| 4811                  | Office Furniture        | \$0.00        |
| 4841                  | Medical & Dental        | \$0.00        |
| 4851                  | Other Capital Equipment | \$0.00        |
| 4861                  | Computer Equipment      | \$0.00        |
| <b>Category Total</b> |                         | <b>\$0.00</b> |

**Direct Costs \$64,681.81**  
**Total \$71,149.99**

Indirect Cost Rate 10.00%

|                               |  |                    |
|-------------------------------|--|--------------------|
| <b>Total Expendable Funds</b> |  | <b>\$6,468.18</b>  |
|                               |  | <b>\$71,149.99</b> |





OFFICE OF THE COUNTY EXECUTIVE  
 SAINT LOUIS COUNTY  
 41 SOUTH CENTRAL AVENUE  
 SAINT LOUIS, MISSOURI 63105

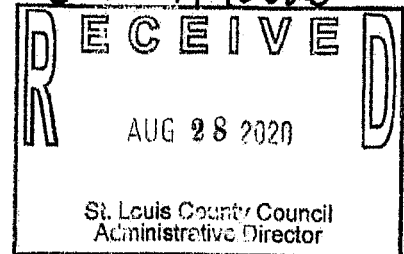
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 9-1

(314) 615-7016

SAM PAGE  
 COUNTY EXECUTIVE

August 28, 2020

O.B. 9/1/2020



Honorable Lisa Clancy, Chair  
 and Members of the St. Louis County Council  
 Lawrence K. Roos County Government Building  
 Clayton, Missouri 63105

Honorable Council Members:

I respectfully request that the St. Louis County Council take the necessary legislative action to authorize a contract with Dr. Philip Wagenknecht for veterinary services to support the Department of Public Health ("PDH") Division of Animal Care and Control ("AC&C"). The proposed contract is for a term of two years at \$200,000 with the option to renew for one additional two-year term upon mutual agreement for the same cost. Funds to cover the costs of the proposed contract are available in the 2020 budget allocation for DPH's Communicable Disease and Control Services.

This contract results from a Request for Proposals ("RFP") issued in accordance with Section 107.132 SLCRO which generated one response. An evaluation committee consisting of three subject matter experts from DPH convened to evaluate the proposal based on the criteria outlined in the RFP. The criteria included qualifications including ability and record of performance in the past five years; proposed approach to perform the scope of services requested in the RFP; M/WBE certification; capability and capacity to provide the requested services; overall cost; and specialized experience and technical competence of the proposer as it relates to advancing the mission of public health and animal welfare. Based on the above criteria, the committee determined that Dr. Wagenknecht could successfully fulfill the required services. A letter from the Acting Director of Procurement certifying that the RFP process was properly administered is attached hereto.

Under the terms of the contract, Dr. Wagenknecht will be responsible for providing veterinary services including quality medical care for shelter animals as well as be responsible for advancing the shelter's mission. As outlined in the RFP, Dr. Wagenknecht will additionally be required to engage with shelter staff members, animal control officers, patrons, and other community stakeholders. Primary responsibilities will include managing the health and well-being of all sheltered animals, including medical evaluation and treatment, sterilization and vaccination, and overseeing enrichment activities. Your consideration of this proposed contract is greatly appreciated.

Sincerely,

*Sam Page*

Sam Page  
 County Executive

SP/kcm

Attachment

cc: Rita Heard Days, Kelli Dunaway, Tim Fitch, Rochelle Walton Gray, Ernie Trakas, Mark Harder

*Sam Page*  
*County Executive*



*Dr. Emily Doucette*  
*Acting Director*

*Spring Schmidt*  
*Acting Director*

August 19, 2020

The Honorable Sam Page  
St. Louis County Executive  
41 South Central Avenue  
St. Louis, MO 63105

RE: Veterinary Services  
RFP # 2020-33-PR

Dear County Executive Page

The Department of Public Health (DPH) in conjunction with the Division of Procurement solicited a Request for Proposals (RFP) to provide Veterinary Services for Animal Care and Control.

The RFP outlined the services required of the contractor and the evaluation criteria to be used in determining the best value to the county.

Proposals were evaluated on the following criteria:

- Qualifications including ability and record of performance in the past five (5) years or time in practice if shorter than five (5) years for services of a similar nature. This includes references.
- Proposed approach to perform the Scope of Services for this RFP
- M/WBE certification of Proposer
- Capability and capacity to provide the required services
- Specialized experience and technical competence of the Proposer or team as it relates to advancing the mission of public health and animal welfare
- Overall Cost

In response to our RFP advertisement, we received one proposal. An evaluation committee consisting of three members, representing subject matter experts from DPH, was convened to review the proposal, with a representative from Procurement present for certification. Using the evaluation criteria stated above and in the RFP, the evaluation committee members independently reviewed and scored the proposal. The committee determined that Dr. Philip Wagenknecht could successfully fulfill all requests in the RFP.

Council Request  
Page 2

We are requesting an initial term of two years commencing upon contract execution with the option to renew for one additional two-year term upon mutual agreement and appropriation of sufficient funding for the contract year.

Attached is the information required by Chapter 107.132. I respectfully request that you seek appropriate legislative authority from the County Council to enter into a contract with Dr. Wagenknecht for an amount not to exceed \$200,000 for the initial 2-year contract then \$200,000 for one two-year renewal. No additional financial burden will be experienced by St. Louis County taxpayers.

Sincerely,

A handwritten signature in cursive script that reads "Spring Schmidt".

Spring Schmidt  
Acting Co-Director

SS/mh

cc: Procurement

*Sam Page*  
*County Executive*



*Tod A. Martin*  
*Director*

*Jennifer J. Keating*  
*Deputy Director & Acting*  
*Director of Procurement*

August 11, 2020

The Honorable Lisa Clancy, Chairwoman  
Members of the St. Louis County Council  
St. Louis County Government Center  
St. Louis, MO 63105

Dear Chairwoman Clancy and Council Members:

Per Section 107.132 SLCRO, the purchasing agent shall review the evaluation committee's recommendation to determine if the Request for Proposals (RFP) process was followed. If the purchasing agent determines that the RFP process was followed, he shall complete a written certification.

I have reviewed the documentation presented by the Department of Public Health for RFP 2020-33-PR and certify the process was followed according to Section 107.132 SLCRO.

Sincerely,

Jennifer J.  
Keating

Digitally signed by  
Jennifer J. Keating  
Date: 2020.08.12  
08:42:29 -05'00'

Jennifer J. Keating  
Acting Director of Procurement

**FISCAL NOTE**  
**CHAPTER 107.132 (5) REQUESTS FOR PROPOSALS**

**Title: Dr. Philip Wagenknecht**  
**Veterinary Services**  
**RFP # 2020-33-PR**

**Date: August 19, 2020**

|                                                                                                                                                                              |                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Procurement method used</b>                                                                                                                                               | RFP                                                                                                                                                                                                                  |
| <b>The total amount requested for the contract or contracts</b><br><i>107.132 (5) (a)</i>                                                                                    | \$200,000 for the initial 2 year contract and \$200,00 for the 2-year renewal                                                                                                                                        |
| <b>The total amount budgeted for the contract or contracts</b><br><i>107.132 (5) (a)</i>                                                                                     | \$200,000 for the initial 2 year contract and \$200,00 for the 2-year renewal                                                                                                                                        |
| <b>The source of the funds to be used for the contract or contracts and any renewals, including any grant funding to be received by the County</b><br><i>107.132 (5) (b)</i> | The source of the funds for this contracts will be from the DPH budget: CDCS Division. The contract is for an initial two-year term with the option to renew for one additional two-year term upon mutual agreement. |
| <b>The services to be provided under the proposed contract or contracts</b><br><i>107.132 (5) (c)</i>                                                                        | Veterinary Services                                                                                                                                                                                                  |
| <b>If services to be provided are an expansion of a current program, project or service, explain the current level and expanded level</b><br><i>107.132 (5) (c)</i>          | N/A                                                                                                                                                                                                                  |
| <b>Any contingency funds requested (anticipated allowances, variations or change orders)</b><br><i>107.132 (5) (d)</i>                                                       | N/A                                                                                                                                                                                                                  |



OFFICE OF THE COUNTY EXECUTIVE

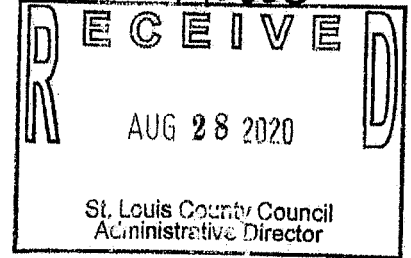
SAINT LOUIS COUNTY  
41 SOUTH CENTRAL AVENUE  
SAINT LOUIS, MISSOURI 63105

OC-11  
9-1

SAM PAGE  
COUNTY EXECUTIVE

August 28, 2020

o.b. 9/1/2020 (314) 615-7016



Honorable Lisa Clancy, Chair  
and Members of the St. Louis County Council  
Lawrence K. Roos County Government Building  
Clayton, Missouri 63105

Honorable Council Members:

I respectfully request that the St. Louis County Council take the necessary legislative action to authorize a contract for ticket sale processing services with Metropolitan Tickets, Inc. d/b/a MetroTix ("MetroTix") for ticket sale services associated with the annual Winter Wonderland event at Tilles Park in the 5<sup>th</sup> Council District. There is no cost to the County associated with this contract as the fees required by MetroTix for these services will be built into the price of the tickets. The term of the proposed contract is for two years with the option to renew for one additional, two-year term upon mutual agreement.

The proposed contract results from a Request for Proposals, issued in accordance with Section 107.132 SLCRO, which generated two responses. An evaluation committee comprised of three staff from the Department of Parks and Recreation convened to score the proposals based on the criteria outlined in the RFP. The qualification criteria included ability and record of performance for the past five years, proposed approach to perform the scope of services requested, M/WBE certification, capability and capacity to provide the requested services, and proposed cost. Based on the above criteria, the evaluation committee selected the proposal from MetroTix as the best value proposal. A letter from the Acting Director of Procurement certifying that the RFP process was properly followed is attached hereto.

Under the terms of the proposed contract, MetroTix will be responsible for all ticket sales, customer service management, scheduling, issuance of tickets, and provision of ticket scanning and processing equipment to County. Tom Ott, Director of Parks and Recreations, states that MetroTix will provide custom reports to the County regarding customer service, reservations, sales, remittance details and other information the County determines to be necessary.

Mr. Ott further states that the Department of Public Health has reviewed a plan and advised the Department of Parks and Recreation on a number of COVID-19 related modifications to the Winter Wonderland operational plan that are aimed at ensuring the safety of attendees, including the elimination of large group carriages and implementation of large-scale social distancing practices.

If the Council determines to approve the proposed contract, I additionally request that the Director of Parks and Recreation be authorized to execute necessary documents. Your consideration is greatly appreciated.

Sincerely,

Sam Page  
County Executive

SP/kcm  
Attachment

cc: Rita Heard Days, Kelli Dunaway, Tim Fitch, Rochelle Walton Gray, Ernie Trakas, Mark Harder

*Sam Page*  
*County Executive*

Saint Louis  
**COUNTY**  
**PARKS**

*Thomas M. Ott*  
*Director of Parks*

August 21, 2020

Honorable Sam Page  
St. Louis County Executive  
County Government Center  
41 South Central Avenue  
Clayton, MO 63105

**Re: Request to Enter into a Contract with Metropolitan Tickets, Inc. for Ticket Sale Processing Services for Winter Wonderland Council District #5**

Dear Dr. Page:

I respectfully request that St. Louis County ("County") enact the necessary legislation to enter into a contract with Metropolitan Tickets, Inc. d/b/a MetroTix ("MetroTix") to provide ticket sale processing services for the ticketed activities associated with the annual Winter Wonderland event held in Tilles Park. MetroTix will process all ticket sales, manage customer service in regards to ticketing and scheduling, issue tickets to customers and provide ticket scanning equipment to County. The Department of Public Health has approved a plan and series of COVID-19 modifications for the 2020 Winter Wonderland event including removal of large group carriages and other measures to space out groups.

The Contract term shall be for an initial term of two (2) years with the option to renew for an additional two (2) year term.

The fees for MetroTix's services are set forth in Attachment A. All of MetroTix's fees shall be included in the ticket prices paid for by the customers, resulting in no cost to County. MetroTix shall provide custom reports to County at its request in regards to customers, reservations, sales, remittance details and other related information.

The selection of MetroTix was the result of a competitive Request for Proposal process in accordance with 107.132 SLCRO as certified by the Acting Director of Procurement (RFP 2019-50-PR).

Respectfully submitted,

*Thomas Ott*

Thomas Ott  
Director

TO/bjd

*Sam Page*  
*County Executive*



*Tod A. Martin*  
*Director*

*Jennifer J. Keating*  
*Deputy Director & Acting*  
*Director of Procurement*

June 5, 2020

The Honorable Lisa Clancy, Chairwoman  
Members of the St. Louis County Council  
St. Louis County Government Center  
St. Louis, MO 63105

Dear Chairwoman Clancy and Council Members:

Per Section 107.132 SLCRO, the purchasing agent shall review the evaluation committee's recommendation to determine if the Request for Proposals (RFP) process was followed. If the purchasing agent determines that the RFP process was followed, he shall complete a written certification.

I have reviewed the documentation presented by the Department of Parks for RFP 2019-50-PR and certify the process was followed according to Section 107.132 SLCRO.

Sincerely,

Jennifer J.  
Keating

Digitally signed by Jennifer J. Keating  
DN: cn=Jennifer J. Keating, o=St. Louis  
County, ou=Administration Department,  
email=jkeating@stlouisco.com, c=US  
Date: 2020.06.05 14:16:15 -0500

Jennifer J. Keating  
Acting Director of Procurement



**FEES AND CHARGES FOR ST. LOUIS COUNTY WINTER WONDERLAND CARRIAGE RIDES,  
WALK AND VEHICLE ENTRY - METROTIX**

*bid date 3/31/20*

**Administrative Cost**

ANNUAL SET-UP FEE 1X fee per contract year NO CHARGE

**Park's Cost for Ticket Sales**

|                                               | per ticket | per gross | total bid |
|-----------------------------------------------|------------|-----------|-----------|
| Cost of issuing Comp Tickets                  | n/a        | n/a       | n/a       |
| Park's cost per ticket sold (web/phone)*      | n/a        | 2.50%     | 2.50%     |
| Park's cost per ticket sold (walk-up outlet)* | n/a        | 2.25%     | 2.25%     |

*\* at Park's request, this can be added to customer's cost below*

**Customer's Cost per Ticket Purchased**

|                                         | per ticket | per gross | total bid ** |
|-----------------------------------------|------------|-----------|--------------|
| Sweetheart Carriage (up to 2 people)    | \$ 5.00    | n/a       | \$ 5.00      |
| Snowflake Carriage (up to 6 people)     | \$ 9.75    | n/a       | \$ 9.75      |
| Candy Cane Carriage (up to 9 people)    | \$ 12.50   | n/a       | \$ 12.50     |
| Santa's Sleigh (single tickets)         | \$ 2.50    | n/a       | \$ 2.50      |
| Winter Wonderland Walk (single tickets) | \$ 2.00    | n/a       | \$ 2.00      |
| family vehicle                          | \$ 2.50    | n/a       | \$ 2.50      |
| limousine                               | \$ 4.00    | n/a       | \$ 4.00      |
| passenger van                           | \$ 5.00    | n/a       | \$ 5.00      |
| tour bus                                | \$ 10.00   | n/a       | \$ 10.00     |

*\*\* based on carriage and walk ticket pricing comparable to 2019; and based on estimated vehicle pricing of \$10 car, \$20 limo, \$40 van and \$90 bus*

Delivery fee on above sales NO ADDITIONAL CHARGE

*Walk tickets fulfilled via PAH/Mobile only. Carriage tickets fulfilled via Mail, PAH/Mobile and will call.*

*Vehicle tickets fulfilled via Mail and PAH/Mobile.*

**Ticket Scanners**

|                                                 |           |
|-------------------------------------------------|-----------|
| 4 scanners                                      | NO CHARGE |
| tech support - initial configuration and set-up | NO CHARGE |
| tech support - on call / remote support         | NO CHARGE |

*County to provide internet connection to facilitate daily upload of barcode data to scanners for offline scanning. For online scanning of walk tickets, as well as online scanning of vehicle tickets, County will need to supply suitable Wi-Fi service with coverage at all scanning points.*



# OFFICE OF THE COUNTY EXECUTIVE

SAINT LOUIS COUNTY  
41 SOUTH CENTRAL AVENUE  
SAINT LOUIS, MISSOURI 63105

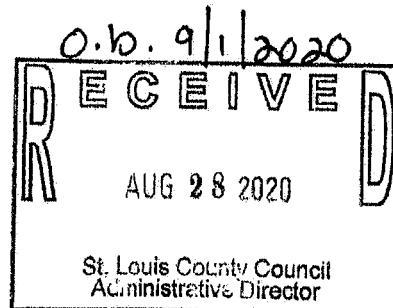
OC-12  
9-1

**SAM PAGE**  
COUNTY EXECUTIVE

(314) 615-7016

August 28, 2020

Honorable Lisa Clancy, Chair  
and Members of the St. Louis County Council  
Lawrence K. Roos County Government Building  
Clayton, Missouri 63105



Honorable Council Members:

Pursuant to Section 316.040 RSMo, I respectfully request that the St. Louis County Council take the necessary legislative action to amend Chapter 803 SLCRO by repealing and reenacting Sections 803.010 and 803.020 pertaining to license taxes imposed upon certain amusement facilities, shows and professional performances.

Section 316.040 RSMo stipulates that such taxes and fees be annually reenacted by ordinance. This action is recommended by Jericka Johnson, License Division Manager in the Department of Revenue. At this time, Ms. Johnson does not recommend any changes to the current tax and fee structure outlined in Sections 803.010 and 803.020 SLCRO. Your consideration is greatly appreciated.

Sincerely,

Sam Page  
County Executive

SP/kcm

Attachment

cc: Rita Heard Days, Kelli Dunaway, Tim Fitch, Rochelle Walton Gray, Ernie Trakas, Mark Harder

*Sam Page*  
*County Executive*

Saint Louis  
**COUNTY**  
**REVENUE**

August 18, 2020

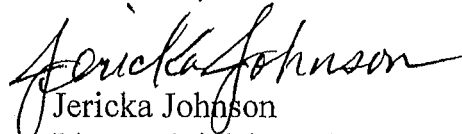
The Honorable Sam Page  
St. Louis County Executive  
St. Louis County Government  
41 S. Central Ave.  
St. Louis, Mo 63105

Honorable Sam Page:

In compliance with Chapter 316.040, Revised Statutes of Missouri (RSMo), it is necessary for the County to annually enact an ordinance imposing a license tax on amusements as outlined in Chapter 803 of the St. Louis County Revised Ordinances.

It is respectfully requested you recommend to the County Council the passage of legislation continuing the tax and fees on amusements for the year 2021.

Yours truly,

  
Jericka Johnson  
License Division Manager

JJ/af

Licensing Division



OFFICE OF THE COUNTY EXECUTIVE  
 SAINT LOUIS COUNTY  
 41 SOUTH CENTRAL AVENUE  
 SAINT LOUIS, MISSOURI 63105

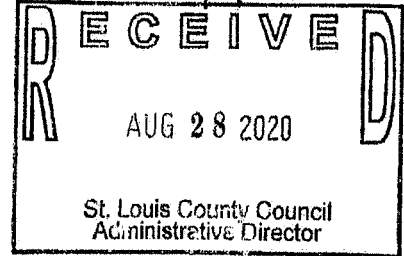
OC-13  
 9-1

SAM PAGE  
 COUNTY EXECUTIVE

(814) 615-7016

August 28, 2020

o.b. 9/1/2020



Honorable Mark Harder  
 and Members of the St. Louis County Council  
 Lawrence K. Roos County Government Building  
 Clayton, Missouri 63105

Honorable Council Members:

I respectfully request that the St. Louis County Council take the necessary legislative action to amend Schedule IX of the St. Louis County Traffic Code by adding a parking prohibition on both sides of First Street in the 7<sup>th</sup> Council District between Hunt Avenue and St. Paul Avenue and its terminus. This action is recommended by the Department of Transportation and Public Works ("T&PW") upon the request of Sgt. Charlie Rodriguez with the St. Louis County Police Department.

Upon receiving the request from Sgt. Rodriguez, T&PW initiated an investigation and determined that First Street is a 14-foot wide subdivision street. T&PW states that an average parked vehicle requires 8 feet of space and, therefore, a car parked on either side of First Street leaves only 6 feet of drivable width on the other side. General ordinance requires a minimum of 10 feet of clear, drivable space for the passage of traffic, including emergency vehicles.

Based on the findings of its investigation, T&PW recommends the above action to address on-street parking on First Street. Due to the safety concerns raised by this investigation, Deanna Venker, Director of T&PW, has exercised her emergency powers to post this recommended parking prohibition while the Council considers this request. Your consideration is greatly appreciated.

Sincerely,

Sam Page  
 County Executive

SP/kcm  
 Attachment

cc: Rita Heard Days, Kelli Dunaway, Tim Fitch, Rochelle Walton Gray, Lisa Clancy, Ernie Trakas

Sam Page  
County Executive

Saint Louis  
**COUNTY**  
**TRANSPORTATION**  
**PUBLIC WORKS**

Deanna Venker, P.E.  
Director

Stephanie Leon Streeter, P.E.  
Deputy Director

August 13, 2020

Honorable Sam Page  
Saint Louis County Executive  
41 South Central Avenue  
Saint Louis, Missouri 63105

7<sup>th</sup> Council District

RE: Request for County Ordinance Enacting a Parking Prohibition on First Street

Dear County Executive Page:

We received a request from Mr. Charlie Rodriguez, Police Sergeant, Saint Louis County Police Department, to post a parking prohibition along First Street. He indicated that his Department has received complaints from residents that visitors of the Sherman Beach Park are parking along First Street. By doing so, these parked vehicles block passage of other vehicles, including emergency vehicles.

A recent investigation by Departmental personnel revealed that First Street, a subdivision street, is 14 feet wide. An average sized parked vehicle requires eight feet of paved surface. Therefore, a vehicle parked on one side of First Street would leave six feet of drivable width on First Street. This is less than the ten feet of clear space required by general ordinance for the passage of traffic, including emergency vehicles. Therefore, to better address on-street parking issues along First Street, as reported by the Police Department, this Department recommends parking be restricted on both sides for its entire length.

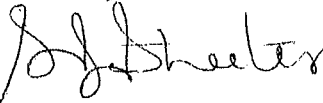
Due to the safety benefit of enacting the requested parking prohibition, I have exercised my emergency powers to post this recommended parking prohibition.

In light of the above, we ask that you request appropriate legislation to enact the following amendments to the Saint Louis County Traffic Code:

**SCHEDULE IX  
PARKING RESTRICTIONS**

| <u>Part of Road or Street Where Parking is Restricted</u>                             | <u>Regulation</u>   |
|---------------------------------------------------------------------------------------|---------------------|
| <b>ADD:</b> First St., both sides, between Hunt Ave. – St. Paul Ave. and its terminus | No parking any time |

Sincerely,

  
for Deanna Venker, P.E.  
Director

DV:CMT: cdb

cc: Mary Barton, Chief of Police, Saint Louis County Police Department



OFFICE OF THE COUNTY EXECUTIVE

SAINT LOUIS COUNTY  
41 SOUTH CENTRAL AVENUE  
SAINT LOUIS, MISSOURI 63105

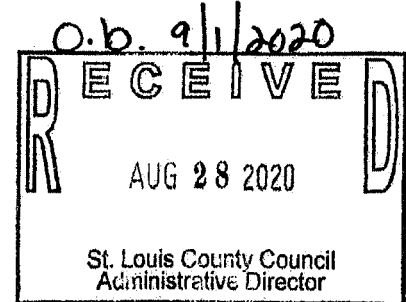
OC-14  
9-1

SAM PAGE  
COUNTY EXECUTIVE

(314) 615-7016

August 28, 2020

Honorable Lisa Clancy, Chair  
and Members of the St. Louis County Council  
Lawrence K. Roos County Government Building  
Clayton, Missouri 63105



Honorable Council Members:

Pursuant to Article III, Section 3.050 (1) of the St. Louis County Charter, I hereby appoint Dr. Gerard W. Hollins, Jr., DPPD, as the Director of the Department of Revenue. Dr. Hollins will begin performing the duties of the position as Acting Director of the Department of Revenue on August 31, 2020.

Dr. Hollins is currently an Adjunct Professor in Public Policy at the Brown School at Washington University and was the Finance Analyst for the City of St. Louis. Previously, Dr. Hollins worked as a Public Finance Analyst for the County of Los Angeles, where he supervised more than \$900 million in bond transactions and helped to develop the Residential PACE Clean Energy Program.

The appointment of Dr. Gerard W. Hollins, Jr. as Director of the Department of Revenue is referred to the St. Louis County Council for its information and confirmation.

Sincerely,

Sam Page  
County Executive

SP/kcm  
Attachment

cc: Rita Heard Days, Kelli Dunaway, Tim Fitch, Rochelle Walton Gray, Ernie Trakas, Mark Harder



OFFICE OF THE COUNTY EXECUTIVE  
SAINT LOUIS COUNTY  
41 SOUTH CENTRAL AVENUE  
SAINT LOUIS, MISSOURI 63105

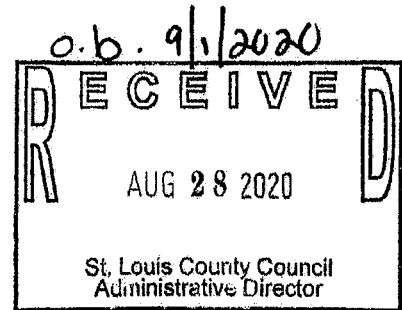
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SAM PAGE  
COUNTY EXECUTIVE

(314) 615-7016

August 28, 2020

Honorable Lisa Clancy, Chair  
and Members of the St. Louis County Council  
Lawrence K. Roos County Government Building  
Clayton, Missouri 63105



Honorable Council Members:

In addition to confirming Dr. Gerard W. Hollins, Jr. as the Director of the Department of Revenue, I additionally request that the Council take the necessary legislative action to confirm Dr. Hollins as the St. Louis County Trustee for the benefit of all taxing authorities entitled to participate in real estate sales for delinquent taxes.

As Trustee, Dr. Hollins will have discretionary authority to bid all sales of land that have been offered for sale for delinquent taxes, interest, penalty and costs for two successive years with the receipt of no bid for a sum equal to the delinquent taxes thereon, interest, penalties and cost provided by law. Dr. Hollins will also have the authority to purchase at such sales all lands or lots necessary to protect all taxes due and owing, and prevent their loss to the taxing authorities involved from inadequate bids.

Upon confirmation as Trustee, Dr. Hollins will be and act as trustee for the benefit of all taxing authorities entitled to participate in the taxes against all such lands or lots sold. Your consideration is greatly appreciated.

Sincerely,

Sam Page  
County Executive

SP/kcm

Attachment

cc: Rita Heard Days, Kelli Dunaway, Tim Fitch, Rochelle Walton Gray, Ernie Trakas, Mark Harder